

\$ _____
City of San José Financing Authority
Lease Revenue Bonds
Series 2021A
(Fire Department Training Center and Central Service Yard Projects)

BOND PURCHASE AGREEMENT

_____, 2021

City of San José Financing Authority
200 East Santa Clara Street, 13th Floor
San José, California 95113

City of San José, California
200 East Santa Clara Street, 13th Floor
San José, California 95113

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement (the “Bond Purchase Agreement”) with you, the City of San José Financing Authority (the “Authority”) and the City of San José, California (the “City”), for the purchase by the Underwriter of the City of San José Financing Authority Lease Revenue Bonds, Series 2021A (Fire Department Training Center and Central Service Yard Projects) (the “2021A Bonds”), in the aggregate principal amount of \$ _____, which will be issued and delivered under the Indenture of Trust, dated as of November 1, 2021 (the “Indenture”), by and between the Authority and Wilmington Trust, N.A., as trustee (the “Trustee”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Official Statement (as hereinafter defined) and, if not therein, in the Indenture.

This offer is made subject to written acceptance by the Authority and the City prior to 5:00 p.m., California time, on the date hereof. If this offer is not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to you by the Underwriter at any time prior to acceptance of this offer. Upon acceptance, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Authority, the City and the Underwriter.

1. Purchase, Sale and Delivery of the 2021A Bonds

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agree to purchase and the Authority hereby agrees to sell to the Underwriter all (but not less than all) of the 2021A Bonds. The 2021A Bonds are payable from revenues (the “Revenues”) of the Authority, which primarily consist of (i) certain lease payments (the “Lease Payments”) to be made by the City pursuant to,

and as defined in, the Lease Agreement, dated as of November 1, 2021 (the “Lease”), by and between the City and the Authority, as rental for the use and occupancy of the Leased Property, and (ii) all interest or other income from any investment of any money in any fund or account established pursuant to the Indenture (other than the Costs of Issuance Fund and the Project Fund).

Pursuant to a Site Lease, dated as of November 1, 2021, by and between the City and the Authority (the “Site Lease”), the City will lease the Leased Property to the Authority. Pursuant to the Lease, the Authority will lease the Leased Property back to the City. Pursuant to the Lease, the City will make the Lease Payments and Additional Rental Payments under the Lease in amounts at least sufficient to pay the principal, premium, if any, and interest on the 2021A Bonds, together with certain other payments. The 2021A Bonds are subject to optional, and special mandatory redemption from insurance or condemnation proceeds as set forth in the Indenture, and will mature on the dates and in the amounts set forth in Exhibit A hereto.

The City will covenant under the Lease that it will take such action as may be necessary to include the Lease Payments (and the Additional Rental Payments) in its annual budgets and to make the necessary annual appropriations therefor. Pursuant to the Indenture, all of the Revenues and other amounts (except for Additional Rental Payments and amounts on deposit in the Costs of Issuance Fund and the Project Fund) received by the Authority in respect of the Leased Property are irrevocably pledged and assigned to the payment of the interest and premium, if any, on and principal of the 2021A Bonds. Pursuant to the Assignment Agreement, dated as of November 1, 2021, between the Authority and the Trustee (the “Assignment Agreement”), the Authority will transfer to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under the provisions of the Lease regarding Additional Rental Payments, advances, release and indemnification covenants, and agreement to pay attorneys’ fees).

The 2021A Bonds are being issued for the purposes set forth in, and shall be substantially in the form described in, and shall be executed, delivered and secured under and pursuant to, and shall be payable and subject to redemption as provided in, the Indenture. Such purposes include (i) refinancing on a current basis the outstanding Lease Revenue Bonds, Series 2003A (Central Service Yard Refunding Project) (the “2003A Bonds”) of the Authority and the related lease payment obligation of the City, and (ii) refinancing on a current basis a portion of the Tax-Exempt Lease Revenue Commercial Paper Notes of the Authority maturing on the [Closing Date] in the principal amount of \$2,474,000 (the “Commercial Paper Notes”). In connection with the redemption of all of the outstanding 2003A Bonds, the City, the Authority and U.S. Bank National Association, as trustee with respect to the 2003A Bonds (“US Bank”), will enter into a Termination Agreement dated as of November 1, 2021 (the “Termination Agreement”).

The Authority and the City hereby covenant to deliver or cause to be delivered to the Underwriter, not less than three days prior to the Closing Date (as hereinafter defined) and not more than seven business days from the date hereof, copies of the Official Statement relating to the 2021A Bonds (including the cover page, the introduction and all appendices thereto, the “Official Statement”), dated _____, 2021, and executed on behalf of the Authority and the City by duly authorized Underwriter, in such reasonable quantity as the Underwriter shall request. The Authority and the City hereby approve the use and distribution by the Underwriter of the Official Statement and hereby authorize the Underwriter to use and distribute the Official Statement and all other documents, certificates and statements furnished to the Underwriter in connection with

the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the 2021A Bonds. The Authority and the City acknowledge that the Underwriter may deliver the Preliminary Official Statement (as hereinafter defined) and the Official Statement electronically over the internet and in printed paper form. For purposes of this Bond Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling.

The Indenture, the Site Lease, the Lease, the Assignment Agreement, the Continuing Disclosure Certificate dated the Closing Date (the “Continuing Disclosure Certificate”), the Termination Agreement and the 2021A Bonds shall be collectively referred to herein as the “Legal Documents.”

(b) The aggregate purchase price for the 2021A Bonds shall be \$_____, which represents the par amount of the 2021A Bonds, less an underwriting discount of \$_____. On the Closing Date (as defined below), (i) a portion of such purchase price in the amount of \$_____ shall be wired by the Underwriter to US Bank to refund all of the outstanding 2003A Bonds, and (ii) a portion of such purchase price in the amount of \$_____ shall be wired by the Underwriter to Wells Fargo Bank, National Association, acting as the trustee and issuing and paying agent for the Commercial Paper Notes, to be used to reimburse the banks providing letters of credit securing the Commercial Paper Notes for draws under said letters of credit to repay all of the outstanding Commercial Paper Notes.

(c) At 8:00 a.m., California time, on ____, 2021, or at such other time or on such other date as we mutually agree upon (the “Closing Date”), the Trustee will deliver or cause to be delivered to the Underwriter, through the “FAST” book-entry system of The Depository Trust Company (“DTC”), the 2021A Bonds, duly executed and authenticated, together with the other documents mentioned herein. The Underwriter will accept such delivery and pay the purchase price of the 2021A Bonds in immediately available funds (such delivery and payment being herein referred to as the “Closing”) to the order of the Trustee and WFB as set forth in subparagraph (b) above. The 2021A Bonds will be made available for inspection by the Underwriter not less than one business day prior to the Closing.

(d) The Underwriter agrees to make a bona fide public offering of the 2021A Bonds at a price not in excess of the initial offering price or prices or yields not less than the yields set forth in the printed paper form of the Official Statement; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the 2021A Bonds, and may offer and sell the 2021A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein.

(e) The Authority and the City acknowledge and agree that: (i) the primary role of the Underwriter, as Underwriter, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction among the Authority, the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Authority and the City; (ii) the Underwriter is acting solely as principal and is not acting as municipal advisor, financial advisor, or fiduciary to the Authority and the City and have not assumed any advisory or fiduciary

responsibility to the Authority or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Authority or the City on other matters); (iii) the only obligations the Underwriter has to the Authority and the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Authority and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they have deemed appropriate.

(f) The Underwriter agrees to assist the Authority in establishing the issue price of the 2021A Bonds and shall execute and deliver to the Authority at the Closing Date (as hereinafter defined) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2021A Bonds.

(g) Except as otherwise set forth in Exhibit A attached hereto, the Authority will treat the first price at which 10% of each maturity of the 2021A Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of 2021A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2021A Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold 2021A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all 2021A Bonds of that maturity or (ii) the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Jones Hall, A Professional Law Corporation (“Bond Counsel”). For purposes of this Section, if 2021A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2021A Bonds.

(h) The Underwriter confirms that it has offered the 2021A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the 2021A Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Bond Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2021A Bonds, the Underwriter will neither offer nor sell unsold 2021A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

- (i) The Underwriter confirms that:

- (1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

- (i) (1) to report the prices at which it sells to the public the unsold 2021A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be reasonable periodic intervals or otherwise upon request of the Underwriter and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,
- (ii) to promptly notify the Underwriter of any sales of 2021A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2021A Bonds to the public (each such term being used as defined below), and
- (iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

- (2) any selling group agreement relating to the initial sale of the 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2021A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2021A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with

the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(j) The Authority acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2021A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the 2021A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds.

(k) The Underwriter acknowledges that sales of any 2021A Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2021A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2021A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2021A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2021A Bonds to the public);

(l) a purchaser of any of the 2021A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

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

2. Representations, Warranties and Agreements of the Authority. The Authority hereby represents, warrants and agrees with the Underwriter as follows:

(a) The Authority is a joint powers authority organized, existing and operating pursuant to the laws of the State of California, including Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7 of the California Government Code, with the full power and authority to execute and deliver the Official Statement, and to enter into this Bond Purchase Agreement and the Legal Documents to which the Authority is a party;

(b) By all necessary official action of the Authority prior to or concurrent with the acceptance hereof, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Legal Documents, the Official Statement and this Bond Purchase Agreement, and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement;

(c) The Authority represents to the Underwriter that the Preliminary Official Statement relating to the 2021A Bonds (including the cover page, the introduction and all appendices thereto, the “Preliminary Official Statement”), dated _____, 2021, has been “deemed final” by the Authority as of its date within the meaning of paragraph (b)(1) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12. The Preliminary Official Statement as of its date and as of the date hereof 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 light of the circumstances under which they were made, not misleading.

(d) The Legal Documents (other than the Continuing Disclosure Certificate) and this Bond Purchase Agreement, when duly executed and delivered by the parties thereto, will constitute valid and binding obligations of the Authority, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting the enforcement of creditors’ rights in general and to the application of equitable principles, whether or not equitable principles are sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California, including the City and the Authority;

(e) The execution and delivery of the Legal Documents (other than the Continuing Disclosure Certificate), this Bond Purchase Agreement and the Official Statement by the Authority, and compliance with the provisions on the Authority’s part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject or any judgment or decree to which the Authority is a party or is otherwise subject (and of which the Treasurer has knowledge), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature

whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Legal Documents and disclosed in the Preliminary Official Statement and the Official Statement;

(f) Except as is otherwise disclosed in the Preliminary Official Statement and the Official Statement, the Authority is not in any material respect in breach of, or in default under, any applicable law or administrative regulation of the State of California or the United States of America or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject or any judgment or decree to which the Authority is a party or is otherwise subject (and of which the Treasurer has actual knowledge) that would have a materially adverse effect on the transactions contemplated hereby or by the Preliminary Official Statement and the Official Statement or on the Authority's liabilities and obligations under the Legal Documents to which it is a party, 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 an event of default under any such instrument that would have a materially adverse effect on the transactions contemplated hereby or by the Preliminary Official Statement and the Official Statement or on the Authority's liabilities and obligations under the Legal Documents to which it is a party;

(g) Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, that has been served on the Authority and that is now pending or, to the actual knowledge of the official executing this Bond Purchase Agreement on the Authority's behalf (after consultation with the Office of the City Attorney), threatened in writing against the Authority in any material respect affecting the Leased Property, the existence of the Authority or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance, sale, or delivery of the 2021A Bonds or the receipt of the Lease Payments or the Additional Rental Payments, or contesting or affecting the validity or enforceability of the Legal Documents or this Bond Purchase Agreement or contesting the powers of the Authority or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting the completeness or accuracy of the Preliminary Official Statement and the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents or this Bond Purchase Agreement;

(h) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the 2021A 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 (collectively, "Blue Sky laws") as the Underwriter may designate and (ii) to determine the eligibility of the 2021A Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the 2021A Bonds (at the sole expense of the Underwriter); provided, however, that in no event shall the Authority be required to take any action that would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject; and provided, further, that notwithstanding the foregoing, nothing in this Bond Purchase Agreement shall impose any past or

future requirement upon the Authority, or constitute a representation or warranty by the Authority, with respect to compliance with any Blue Sky laws;

(i) Except for statements regarding DTC and the book-entry system for and prices and yields for the Bonds or any other information provided by the Underwriter, as to which the Authority makes no representation or warranty, the Preliminary Official Statement, as of the date thereof and the Official Statement, as of the date thereof and as of the date of Closing, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(j) If between the date hereof and the date that is 25 days after the End of the Underwriting Period (as such term is hereinafter defined) for the 2021A Bonds, an event occurs that would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which they were made, not misleading, the Authority will notify the Underwriter, and, if in the opinion of the Authority, the Underwriter or its respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will forthwith prepare and furnish to the Underwriter (at the expense of the Authority) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Authority and counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. For the purposes of this subsection, between the date hereof and the date that is 25 days after the End of the Underwriting Period for the 2021A Bonds, the Authority will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

(k) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (j) hereof, at the time of each supplement or amendment thereto, the Authority will represent and warrant that the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), except for statements regarding DTC, as to which the Authority does not make any representation or warranty, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information therein, in the light of the circumstances under which they are made, not misleading;

(l) the Authority shall not knowingly take or omit to take any action which, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the 2021A Bonds; and

(m) As used herein and for the purposes of the foregoing (and for purposes of Section 3 below), the term “End of the Underwriting Period” for the 2021A Bonds shall mean the later of the Closing Date or the date the Underwriter does not retain, directly or as member of an underwriting syndicate, an unsold balance of the 2021A Bonds for sale to the public; provided, however, that unless the Authority and the City shall have been notified in writing to the contrary

by the Underwriter on or prior to the Closing Date, the End of the Underwriting Period shall be deemed to mean the Closing Date.

3. Representations, Warranties and Agreements of the City. The City hereby represents, warrants and agrees with the Underwriter as follows:

(a) The City is a municipal corporation and charter city organized and operating pursuant to its Charter and the laws of the State of California with the full power and authority to execute and deliver the Official Statement, and to enter into this Bond Purchase Agreement and the Legal Documents to be executed by it;

(b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved the delivery of the Preliminary Official Statement and execution and delivery of the Official Statement, and authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Legal Documents to which it is a party, the Official Statement and this Bond Purchase Agreement to be executed by it and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement;

(c) The City represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the City as of its date within the meaning of paragraph (b)(1) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12. The Preliminary Official Statement as of its date and as of the date hereof 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 light of the circumstances under which they were made, not misleading.

(d) The Legal Documents to which the City is a party and this Bond Purchase Agreement, when duly executed and delivered by the parties thereto, will constitute valid and binding obligations of the City, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting the enforcement of creditors’ rights in general and to the application of equitable principles, whether or not equitable remedies are sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State, including the City and the Authority;

(e) Except for statements regarding DTC and the book-entry system for and prices and yields for the Bonds or any other information provided by the Underwriter, as to which the City does not make any representation or warranty, the Preliminary Official Statement, as of the date thereof, and the Official Statement, as of the date thereof and as of the date of Closing, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) The execution and delivery of the Legal Documents to be executed by the City, this Bond Purchase Agreement and the Official Statement, and compliance with the provisions on the City’s part contained herein and therein, will not in any material respect conflict with or constitute

a breach of or default under any law, administrative regulation, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default would have a materially adverse effect on the transactions contemplated hereby or by the Official Statement or on the City's liabilities and obligations under the Legal Documents to which it is a party or any judgment or decree to which the City is a party or is otherwise subject (and of which the Director of Finance has actual knowledge), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon the Leased Property under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, which lien, charge or other security interest or encumbrance would have a materially adverse effect on the transactions contemplated hereby or by the Official Statement or on the City's liabilities and obligations under the Legal Documents to which it is a party, except as provided in the Legal Documents and disclosed in the Preliminary Official Statement and the Official Statement;

(g) Except as is otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City is not in any material respect in breach of, or in default under, any applicable law or administrative regulation of the State of California or the United States of America or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject or any judgement or decree to which the City is a party or is otherwise subject (and of which the Director of Finance has actual knowledge) that would have a materially adverse effect on the transactions contemplated hereby or by the Preliminary Official Statement and the Official Statement or on the City's liabilities and obligations under the Legal Documents to which it is a party or any judgment or decree to which the City is a party or is otherwise subject (and of which the Director of Finance has actual knowledge), 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 an event of default under any such instrument that would have a materially adverse effect on the transactions contemplated hereby or by the Preliminary Official Statement and the Official Statement or on the City's liabilities and obligations under the Legal Documents to which it is a party;

(h) Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, that has been served on the City and that is now pending or, to the actual knowledge of the official executing this Bond Purchase Agreement on the City's behalf (after consultation with the Office of the City Attorney), threatened in writing against the City in any material respect affecting the Leased Property, the existence of the City or the titles of its officers to their respective offices or the finances or operations of the City, or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the 2021A Bonds or the payment of Lease Payments or Additional Rental Payments, or contesting or affecting the validity or enforceability of the Legal Documents to which the City is a party or this Bond Purchase Agreement or contesting the powers of the City or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting the completeness or accuracy of the Preliminary Official Statement and the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of, or the City's ability to perform its obligations under, the Legal Documents to which it is a party or this Bond Purchase Agreement;

(i) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the 2021A 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 2021A Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the 2021A Bonds (at the sole expense of the Underwriter); provided, however, that in no event shall the City be required to take any action that would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject; and provided, further, that notwithstanding the foregoing, nothing in this Bond Purchase Agreement shall impose any past or future requirement upon the City, or constitute a representation or warranty by the City, with respect to compliance with any Blue Sky laws;

(j) The financial statements of the City attached as Appendix C to the Preliminary Official Statement and the Official Statement fairly represent the financial condition of the City as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since the date of such financial statements;

(k) The City shall not knowingly take or omit to take any action which, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the 2021A Bonds;

(l) If between the date hereof and the date that is 25 days after the End of the Underwriting Period for the 2021A Bonds, an event occurs that would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the City will notify the Underwriter, and, if in the opinion of the City, the Underwriter or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish to the Underwriter (at the expense of the City) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the City and counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. For the purposes of this subsection, between the date hereof and the date that is 25 days after the End of the Underwriting Period for the 2021A Bonds, the City will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (k) hereof, at the time of each supplement or amendment thereto, the City will represent and warrant that the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), except for statements regarding but excluding any information therein concerning DTC and the book-entry system for the 2021A Bonds and under the heading "UNDERWRITING", as to which the City does not make any

representation or warranty, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(n) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement. In the last five (5) years, the City has not failed to comply in any material respect with any previous undertakings to provide annual financial information and notices of certain events pursuant to Rule 15c2-12 except as disclosed in the Preliminary Official Statement and the Official Statement.

4. Conditions to the Obligations of the Underwriter. The Underwriter hereby enters into this Bond Purchase Agreement in reliance upon the representations and warranties of the City and the Authority contained herein and the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority and the City of their obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the 2021A Bonds shall be subject to the accuracy of the representations and warranties of the Authority and the City contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and the City made in any certificate or other document furnished pursuant to the provisions hereof, to the performance by the Authority and the City of their respective obligations to be performed hereunder and under the Legal Documents at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(a) The Authority shall deliver, or cause to be delivered, the 2021A Bonds to the Underwriter, as provided in this Bond Purchase Agreement.

(b) At the Closing, the Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Authority and by the City, all in substantially the forms submitted to the Underwriter, with only such changes as shall have been agreed to in writing by the Underwriter, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the City Council of the City and of the Governing Board of the Authority as, in the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California ("Bond Counsel"), shall be necessary or appropriate in connection with the transactions contemplated hereby;

(c) Between the date hereof and the Closing Date, the market price or marketability of the 2021A Bonds, at the initial offering prices set forth in the Official Statement, or the Underwriter's ability to process and settle transactions, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice from the Underwriter to the Authority and the City terminating the obligation of the Underwriter to accept delivery of and make any payment for the 2021A Bonds), by reason of any of the following:

(1) an amendment to the Constitution of the State of California shall have been passed or legislation shall have been introduced in or enacted by the State of California or a decision shall have been rendered by a court of the State of California, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by State of California authority, with respect to State of California taxation upon revenues or other income of the general character to be derived by the Authority and City or upon interest received on obligations of the general character of the 2021A Bonds which, in the judgment of the Underwriter, may have the purpose or effect, directly or indirectly, of affecting the tax status of the Authority or the City, its property or income, its securities (including the 2021A Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation;

(2) 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 any member of the Congress 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 impose, directly or indirectly, federal income taxation or state income taxation upon revenues or other income of the general character to be derived by the Authority or the City pursuant to its operations, or upon interest received on obligations of the general character of the 2021A Bonds or, with respect to state taxation, of the interest on the 2021A 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;

(3) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrences or escalation of any other national or international emergency, calamity, or crisis affecting the operation of the government of or the financial community or credit markets in the United States, including additional events or announcements related to the COVID-19 virus and its impacts which result in the cancellation of orders from investors or inability of investors to proceed with the purchase of their 2021A Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the 2021A Bonds;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, the general suspension of trading on any national securities exchange, or a major financial crisis or a material disruption in commercial banking in securities settlement or clearance services shall have occurred;

(5) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the 2021A Bonds or obligations of the general character of the 2021A Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating

to the extension of credit by, or the charge to the net capital requirements of the Underwriter or broker-dealers;

(6) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed) or press release 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 2021A Bonds, or the 2021A Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or that the execution, offering or sale of obligations of the general character of the 2021A Bonds, or of the 2021A Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(7) the withdrawal or downgrading of any rating assigned to the 2021A Bonds by S&P Global Ratings (“S&P”), Moody’s Investors Service, Inc. (“Moody’s”) or Fitch Ratings (“Fitch”);

(8) there is a withdrawal, downgrading or placement on credit watch with negative outlook by any major credit rating agency of any rating on any other bonds of the Authority payable from the City’s General Fund;

(9) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority or the City refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the 2021A Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2021A Bonds;

(10) there shall have occurred any material adverse change in the City’s General Fund expenses or revenues which in the reasonable judgement of the Underwriter materially adversely affects the market price or marketability of the 2021A Bonds or results in potential purchasers of the 2021A Bonds terminating their agreement to purchase the 2021A Bonds; and

(11) any change in, or particularly affecting, the Authority or the City, the Law, the Legal Documents, the Leased Property or the Revenues, as the foregoing matters are described in the Official Statement, which in the reasonable judgment of the Underwriter materially impairs the investment quality of the 2021A Bonds.

(d) At or prior to the Closing Date, the Underwriter shall have received the following instruments and documents, in each case satisfactory in form and substance to the Underwriter and its counsel:

(1) Copies of the Legal Documents (excluding the 2021A Bonds) each duly executed and delivered by the respective parties thereto;

(2) The approving opinion of Bond Counsel, dated the Closing Date and addressed to the Authority, in substantially the form attached to the Official Statement as Appendix E, and a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(3) The supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, in a form acceptable to the Underwriter, substantially to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the City and the Authority, respectively, and (assuming due authorization, execution and delivery by and validity with respect to the Underwriter) constitutes a valid, legal and binding obligation of the City and the Authority, respectively, subject to laws relating to bankruptcy or other laws affecting creditors rights, to the application of equitable principles whether or not equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public bodies in the State of California; (ii) the 2021A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “THE BONDS,” “SECURITY FOR THE BONDS,” “TAX MATTERS,” and in Appendix D– “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” and Appendix E – “PROPOSED FORM OF OPINION OF BOND COUNSEL,” excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the Legal Documents and the form and content of Bond Counsel’s opinion relating to the 2021A Bonds, are accurate in all material respects;

(4) A letter of Jones Hall, A Professional Law Corporation, San Francisco, California, as disclosure counsel, dated the Closing Date and addressed to the Authority, the City and the Underwriter, to the effect that: they are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, and make no representation that they have independently verified the accuracy, completeness or fairness of any such statements. However, in connection with the preparation of the Preliminary Official Statement and the Official Statement, they have reviewed certain documents and have participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. During the course of their work on this matter, no facts have come to their attention that have caused them to believe that the Preliminary Official Statement as of its date, or the Official Statement as of its date or as of the date hereof (except for the following items, which we expressly exclude from the scope of this sentence: any financial and statistical data, forecasts, numbers, estimates, assumptions, expressions of opinion and information concerning DTC and the book-entry system for the 2021A Bonds, that is contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and the appendices to the Preliminary Official Statement or the Official Statement) contains any untrue statement of a material fact or

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

(5) The opinion of the City Attorney, as counsel for the Authority, dated the Closing Date and addressed to the Underwriter, to the effect that:

- (i) the Authority is a joint powers authority duly organized and operating pursuant to the laws of the State of California;
- (ii) the resolution or resolutions of the Authority (the “Authority Resolutions”) approving and authorizing the execution and delivery by the Authority of the Legal Documents to which it is a party, the Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement were duly adopted at meetings of the Board of the Authority that 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;
- (iii) based on a review of the roster of litigation and claims maintained by the Office of the City Attorney, there is no action, suit, proceeding or investigation (other than as disclosed in the Preliminary Official Statement and the Official Statement) at law or in equity before or by any court, public board or body, that has been served on the Authority and that is now pending or, threatened in writing against or affecting the existence or powers of the Authority, or contesting or affecting the validity of the 2021A Bonds or the enforceability of the other Legal Documents or the Bond Purchase Agreement;
- (iv) the execution and delivery of the Legal Documents, the Bond Purchase Agreement and the Official Statement, the adoption of the Authority Resolutions, and compliance by the Authority with the provisions of the foregoing to which it is a party, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Authority a breach or default under (a) any agreement or other instrument to which the Authority is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation), which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Official Statement or on the Authority’s liabilities and obligations under the Legal Documents to which it is a party, (b) any existing law or regulation to which the Authority is subject, which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Official Statement or on the Authority’s liabilities and obligations under the Legal Documents to which it is a party, or (c)

any court order or consent decree to which the Authority is subject (and of which such counsel is aware after reasonable investigation), which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Preliminary Official Statement and the Official Statement or on the Authority's liabilities and obligations under the Legal Documents to which it is a party;

- (v) the Official Statement has been duly authorized, executed and delivered by the Authority, and the Legal Documents and the Bond Purchase Agreement have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles, whether or not equitable remedies are sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State, including the City and the Authority;
- (vi) except as described in the Preliminary Official Statement and the Official Statement, no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the Authority is required for the valid authorization, execution, delivery and performance by the Authority of the Legal Documents to which it is a party, the Official Statement or the Bond Purchase Agreement or for the adoption of the Authority Resolutions that has not been obtained; and
- (vii) solely as a statement of factual matters and not as an opinion of legal matters, as of its date and as of the Closing Date, the information contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION – The Authority," "THE AUTHORITY," and "LITIGATION AND SIGNIFICANT CLAIMS" does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) The opinion of the City Attorney, as counsel for the City, dated the Closing Date and addressed to the Underwriter, to the effect that:

- (i) the City is a charter city duly organized and existing under its charter and the laws of the State of California;
- (ii) the resolution or resolutions of the City approving and authorizing the execution and delivery by the City of the Legal Documents to which the City is a party, the 2021A Bonds, the Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement (the “City Resolutions”) were duly adopted at meetings of the City Council of the City that 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;
- (iii) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, based on a review of the roster of litigation and claims maintained by the Office of the City Attorney there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, that has been served on the City and that is now pending or, threatened in writing against the City, to restrain or enjoin the Project, the payment of the Lease Payments or Additional Rental Payments under the Lease, or contesting or affecting the enforceability of the Legal Documents to which the City is a party or the Bond Purchase Agreement;
- (iv) the execution and delivery of the Legal Documents to which the City is a party, the Bond Purchase Agreement and the Official Statement, the adoption of the City Resolutions, and compliance by the City with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach or default under (a) any agreement or other instrument to which the City is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation), which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Preliminary Official Statement and the Official Statement or on the City’s liabilities and obligations under the Legal Documents to which it is a party, (b) any existing law or regulation to which the City is subject, which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Preliminary Official Statement and the Official Statement or on the City’s liabilities and obligations under the Legal Documents to which it is a party, or (c) any court order or consent decree to which the City is subject (and of which such counsel is aware after reasonable investigation), which conflict, breach or default would have a materially adverse effect on the transactions contemplated hereby and by the Preliminary Official Statement and the Official Statement or on the City’s

liabilities and obligations under the Legal Documents to which it is a party;

- (v) the Official Statement has been duly authorized, executed and delivered by the City, and the Legal Documents to which the City is a party and the Bond Purchase Agreement have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles, whether or not equitable remedies are sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State, including the City and the Authority;
- (vi) except as described in the Preliminary Official Statement and the Official Statement, no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the City is required for the valid authorization, execution, delivery and performance by the City of the Legal Documents to which the City is a party or the Bond Purchase Agreement or the adoption of the City Resolutions or for the authorization, execution and delivery of the Official Statement, that has not been obtained; and
- (vii) solely as a statement of factual matters and not as an opinion of legal matters, as of its date and as of the Closing Date, the information contained in the Preliminary Official Statement and the Official Statement under the caption "LITIGATION AND SIGNIFICANT CLAIMS" does not contain an untrue statement of a material fact or omit 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) The opinion of Counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the Authority and the City, to the effect that (i) the Trustee has been duly incorporated as a national banking association under the laws of the United States and is in good standing under the laws of the State of California, duly qualified to do business and to exercise trust powers therein, having full power and authority to enter into and to perform its duties as Trustee under the Indenture; (ii) the Trustee has duly authorized, executed and delivered the Indenture; (iii) the Indenture constitutes a legally valid and binding agreement of the Trustee, enforceable against the Trustee in accordance with its terms; (iv) the 2021A Bonds have been validly authenticated and delivered by the Trustee; (v) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of

California having jurisdiction over the Trustee is required for the valid authorization, execution, delivery and performance by the Trustee of the Indenture; and (vi) the execution and delivery of the Indenture and compliance by the Trustee with the respective provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Trustee a breach or default under any agreement or other instrument to which the Trustee is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Trustee is subject.

(8) A letter of Nossaman LLP, counsel for the Underwriter (“Underwriter’s Counsel”), dated the Closing Date and addressed to the Underwriter, to the effect that (a) without passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement and making no representation that Underwriter’s Counsel has independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to Underwriter’s Counsel in the course of its participation in the preparation of the Preliminary Official Statement and the Official Statement as Underwriter’s Counsel, nothing has come to its attention that would lead it to believe that the Official Statement as of its date or as of the Closing Date (excluding therefrom the information under the caption entitled “MUNICIPAL ADVISOR,” “PROFESSIONAL SERVICES,” and Appendices A, B, C, D, E and G and any and all summaries of any of the foregoing or references thereto, or any other financial, statistical, or valuation data included in the Preliminary Official Statement and the Official Statement, as to which no opinion need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (b) the provisions of the Continuing Disclosure Certificate comply with the requirements of Rule 15c2-12(b)(5);

(9) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the Authority satisfactory to the Underwriter, in form and substance satisfactory to the Underwriter, to the effect that (a) to the actual knowledge of such official after reasonable investigation the representations and warranties of the Authority contained in the Bond Purchase Agreement are true and correct when made and true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (b) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation that has been served on the Authority and that is now pending or, to the actual knowledge of such official (after consultation with the Office of the City Attorney), threatened in writing (i) to restrain or enjoin the Project, the execution, sale or delivery of any of the 2021A Bonds or the Lease Payments under the Lease, (ii) in any way contesting or affecting the validity of the 2021A Bonds, the Bond Purchase Agreement, or the Legal Documents, or (iii) in any way contesting the existence or powers of the Authority; and (c) no event has occurred since the date of the Official Statement that either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading;

(10) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the City satisfactory to the Underwriter, in form and substance satisfactory

to the Underwriter, to the effect that, (a) to the actual knowledge of such official after reasonable investigation the representations and warranties of the City contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (b) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation that has been served on the City and that is now pending or, to the actual knowledge of such official (after consultation with the Office of the City Attorney), threatened in writing (i) to restrain or enjoin the Project, the execution, sale or delivery of any of the 2021A Bonds or the Lease Payments or Additional Rental Payments under the Lease, (ii) in any way contesting or affecting the validity of the 2021A Bonds, the Bond Purchase Agreement or the Legal Documents to which the City is a party, or (iii) in any way contesting the existence or powers of the City; (c) the information set forth in the Preliminary Official Statement and the Official Statement under the headings “THE LEASED PROPERTY” and “FINANCING PLAN” and in Appendix A – “THE CITY OF SAN JOSE: DEMOGRAPHIC, ECONOMIC AND FINANCIAL INFORMATION” is true and correct in all material respects, (d) the information set forth in, Appendix C – “BASIC FINANCIAL STATEMENTS OF THE CITY OF SAN JOSE FOR THE FISCAL YEAR ENDED JUNE 30, 2020” to the Preliminary Official Statement and the Official Statement is true and correct as of June 30, 2020 in all material respects; and (e) no event affecting the City has occurred since the date of the Official Statement that either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement relating to the City, the Leased Property or the Project or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein relating to the City, the Leased Property or the Project not misleading;

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

- (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to accept the trusts, and enter into and perform its duties, under the Indenture and to execute and deliver the 2021A Bonds to the Underwriter and the Indenture constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with the terms;
- (ii) the Trustee is duly authorized to enter into the Indenture and to execute and deliver the 2021A Bonds to the Underwriter pursuant to the Indenture;
- (iii) the execution and delivery of the Indenture and compliance with the provisions on the Trustee’s part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will

any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and

- (iv) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the 2021A Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the 2021A Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Legal Documents, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents;

(12) Two copies of the Official Statement, executed on behalf of the Authority and the City by authorized Underwriter;

(13) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of the Legal Documents to which the Trustee is a party;

(14) Certified copies of the Authority Resolutions;

(15) Certified copies of the City Resolutions;

(16) Written evidence that the ratings on the 2021A Bonds of “___” by Moody’s, “___” by S&P and “___” by Fitch, are in full force and effect on the Closing Date;

(17) A certificate, dated the Closing Date, signed by a duly authorized officer of Public Resources Advisory Group, municipal advisor to the City and to the Authority in connection with the 2021A Bonds, the Preliminary Official Statement and the Official Statement in form and substance satisfactory to the City, the Authority, the Underwriter and their respective counsel to the effect that the information set forth in the Preliminary Official Statement and the Official Statement under the caption “MUNICIPAL ADVISOR” does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(18) A CLTA title insurance policy in the amount not less than the aggregate principal amount of the 2021A Bonds, insuring the City's title, the Authority's leasehold estate and the City's sub-leasehold estate in the Leased Property, subject only to Permitted Encumbrances;

(19) Evidence of insurance as required by the Lease;

(20) A certificate as to arbitrage duly signed on behalf of the Authority and the City in form and substance acceptable to Bond Counsel and the Underwriter; and

(21) Such additional legal opinions, certificates, proceedings, instruments, insurance policies or evidences thereof and other documents as the Underwriter or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the City and the Authority herein and of the statements and information contained in the Preliminary Official Statement and the Official Statement, and the due performance or satisfaction by the Trustee, the City and the Authority at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by any of them in connection with the transactions contemplated hereby, by the Preliminary Official Statement and the Official Statement and by the Legal Documents.

(e) No order, decree, injunction, ruling or regulation of any court, regulatory agency, public board or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the Project or the offering, sale or issuance of the 2021A Bonds as contemplated hereby or by the Preliminary Official Statement and the Official Statement.

(f) If the Authority, the City or the Trustee shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the Trustee, the Authority and the City and neither the Underwriter nor the City or the Authority shall have any further obligations hereunder.

5. Expenses. All expenses and costs incident to the authorization, execution, delivery and sale of the 2021A Bonds to the Underwriter, including the costs of printing of the 2021A Bonds, the Preliminary Official Statement, the Official Statement, the cost of duplicating the Legal Documents, the fees of accountants, consultants and rating agencies, costs incurred by the Underwriter in relation to communications with the rating agencies, the initial fee of the Trustee and its counsel in connection with the issuance of the 2021A Bonds, the fees and expenses of the Municipal Advisor, and the fees and expenses of Bond Counsel and Disclosure Counsel shall be paid from the proceeds of the 2021A Bonds. The Authority shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Purchase Agreement and the issuance of the 2021A Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. The Authority acknowledges that it has had an opportunity, in

consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2021A Bonds.

The Underwriter shall be responsible for and pay fees and expenses related to obtaining CUSIP numbers for the 2021A Bonds, the California Debt and Investment Advisory Commission, qualifying the 2021A Bonds for sale under any “blue sky” laws, and other expenses incurred by the Underwriter in connection with the public offering and distribution of the 2021A Bonds not specifically enumerated in the immediately preceding paragraph, including the fees and disbursements of Underwriter’s Counsel. Certain payments may be in the form of inclusion of such expenses in the expense component of the Underwriter’s discount.

6. Notices. Any notice or other communication to be given to the parties to this Bond Purchase Agreement may be given by delivering the same in writing to the respective party at the following address:

Underwriter:	RBC Capital Markets, LLC Two Embarcadero, Suite 1200 San Francisco, CA 94111 Attention: Tom A. Yang
City:	City of San José, California 200 East Santa Clara Street, 13th Floor San José, California 95113 Attention: Director of Finance
Authority:	City of San José Financing Authority 200 East Santa Clara Street, 13th Floor San José, California 95113 Attention: Treasurer

7. Survival of Representations and Warranties. The parties acknowledge and agree that except as otherwise provided under Sections 2(j) and 3(k) hereof, (a) neither the Authority nor the City shall have any obligation to update or reconfirm their respective representations and warranties in this Bond Purchase Agreement after the Closing Date, and (b), neither the Authority nor the City shall have any liability to the Underwriter by virtue of any event occurring after the Closing which makes any representation or warranty made by the Authority or the City herein untrue or incomplete, provided the official making such representation had no prior knowledge of such event at Closing.

8. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts and by delivering by electronic mail a scanned copy of a party’s signature, and each of such counterparts shall for all purposes be deemed to be an original.

[Remainder of Page Intentionally Left Blank]

9. Effectiveness. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by duly authorized officers of the City and the Authority and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as Underwriter

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Senior Deputy City Attorney

ACCEPTED:

CITY OF SAN JOSE FINANCING
AUTHORITY

By: _____
Treasurer

ACCEPTED:

CITY OF SAN JOSE

By: _____
Director of Finance

EXHIBIT A

\$ _____
 City of San José Financing Authority
 Lease Revenue Bonds
 Series 2021A
 (Fire Department Training Center and Central Service Yard Projects)

Serial Bonds

Maturity Date (October 1)	Principal Amount	Rate	Yield	Price (%)

Redemption Terms of the 2021A Bonds

Optional Redemption. The 2021A Bonds maturing on or before October 1, 20__, are not subject to optional redemption prior to their stated maturity. The 2021A Bonds maturing on or after October 1, 20__, are subject to redemption, as a whole or in part at the election of the Authority among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on October 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

RBC Capital Markets, LLC (the “RBC”) has acted as underwriter in connection with the execution and delivery by the City of San Jose Financing Authority (the “Authority”), of \$[] Lease Revenue Bonds, Series 2021A (Fire Department Training Center and Central Service Yard Projects) (the “Bonds”) being issued on the date hereof, and RBC hereby certifies and represents the following:

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.
2. Initial Offering Price of the Hold-the-Offering-Price Maturities. (a) RBC offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated [], 2021, by and among RBC, the City and the Authority, RBC has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

Defined Terms.

- (a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”
- (b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”
- (c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which RBC has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.
- (d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

- (e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than RBC or a Related Party to RBC.
- (f) *Related Party* means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).
- (g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [], 2021.
- (h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Commission (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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

RBC CAPITAL MARKETS, LLC

By: _____
 Name: _____

Dated: _____, 2021

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

(To be Attached)

EXHIBIT B-3

T-41303 / 1859695.docx

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT B-4

T-41303 / 1859695.docx

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.