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**OTAY MESA ENHANCED INFRASTRUCTURE FINANCING DISTRICT  
2022 TAX ALLOCATION BONDS, SERIES A**

**And**

\$ \_\_\_\_\_  
**OTAY MESA ENHANCED INFRASTRUCTURE FINANCING DISTRICT  
2022 TAX ALLOCATION BONDS, SERIES B (FEDERALLY TAXABLE)**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2022

Otay Mesa Enhanced Infrastructure Financing District  
202 C Street, MS 7B  
San Diego, CA 92101  
Attention: Department of Finance Director/Comptroller of the City of San Diego

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_ (the “Representative”), on behalf of itself, and \_\_\_\_\_ (collectively, the “Underwriters”), acting not as a fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Otay Mesa Enhanced Infrastructure Financing District (the “District”) which will be binding upon the District and the Underwriters upon the acceptance hereof by the District. This offer is made subject to its acceptance by the District by execution of this Purchase Agreement and its delivery to the Representative on or before 11:59 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The District acknowledges and agrees that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the District and the Underwriters, and the only obligations that the Underwriters have to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as Municipal Advisors (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the District; (c) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the District on other matters); (d) the Underwriters have financial and other interests that may differ from and be adverse to those of the District; and (e) the District has consulted its own legal, financial, accounting, tax and other advisors to the extent that it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriters, joint and severally, hereby agree to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the: (i) \$\_\_\_\_\_ aggregate principal amount of the Otay Mesa Enhanced Infrastructure Financing District 2022 Tax Allocation Bonds, Series A (the “Series A Bonds”) at a purchase price equal to \$\_\_\_\_\_ (being the aggregate principal amount thereof, [plus/less] a [net] original issue [premium/discount] of \$\_\_\_\_\_ and less an Underwriters’ discount of \$\_\_\_\_\_ ) and (ii) \$\_\_\_\_\_ aggregate principal amount of the Otay Mesa Enhanced Infrastructure Financing District 2022 Tax Allocation Bonds, Series B (Federally Taxable) (the “Series B Bonds” and, together with the Series A Bonds, the “Bonds”) at a purchase price equal to \$\_\_\_\_\_ (being the aggregate principal amount thereof, less an Underwriters’ discount of \$\_\_\_\_\_). The Bonds are to be purchased by the Underwriters from the District. [As an accommodation to the District, the Underwriters shall wire directly to the Insurer (defined below) \$\_\_\_\_\_ representing the premium with respect to the Policy (defined below) and the Reserve Policy (defined below).] Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the “Closing.”

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust (the “Indenture”), dated as of \_\_\_\_\_ 1, 2022, by and between the District and \_\_\_\_\_, as trustee (the “Trustee”) and pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 (commencing with Section 53398.50) of the Government Code of the State, and the acts amendatory thereof and supplemental thereto (the “EIFD Law”) and a resolution of the Public Financing Authority of the Otay Mesa Enhanced Infrastructure Financing District (the “Authority”) adopted on [August 8, 2022] (the “Resolution”). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriters, is hereinafter called the “Official Statement”).

The net proceeds of the Bonds will be used to finance a portion of the public improvements and facilities described in the Otay Mesa Enhanced Infrastructure Financing District Infrastructure Financing Plan.

[The Bonds shall be insured under a municipal bond insurance policy (the “Policy”) from \_\_\_\_\_ (the “Insurer”). Additionally, the reserve fund for the Bonds shall be funded with a debt service reserve fund surety policy (the “Reserve Policy”) to be issued by the Insurer.]

The District will undertake pursuant to the provisions of a Continuing Disclosure Certificate, dated the date of the Closing (the “Continuing Disclosure Certificate”) and executed by the District, to provide certain annual information and notices of the occurrence of certain events. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate, and this Purchase Agreement are sometimes collectively referred to herein as the “District Legal Documents.”

[Notice of the sale of the Bonds was published on \_\_\_\_\_, 20\_\_ in [newspaper of general circulation] and on \_\_\_\_\_, 20\_\_ in [financial newspaper published in San Francisco and Los Angeles (collectively, the “Public Notices”).]

3. Offering.

(a) It shall be a condition to the District’s obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$\_\_\_\_\_ aggregate principal amount of the Bonds shall be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriters reserve the right to change, subsequent to the initial public offering, such initial offering prices as the Underwriters shall deem necessary in connection with the marketing of the Bonds.

(b) The Representative, on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Series A Bonds and the Representative shall execute and deliver to the District at Closing 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 Representative, the District and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series A Bonds. All actions to be taken by the District under this section to establish the issue price of the Series A Bonds may be taken on behalf of the District by the District’s municipal advisor, CSG Advisors, Inc. (the “Municipal Advisor”), and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Series A Bonds (the “10% test”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Representative shall report to the District the price or prices at which the Underwriters have sold to the public each maturity of Series A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series A Bonds, the Representative agrees to promptly report to the District the prices at which the Underwriters sell the unsold Series A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until either (i) the Underwriters have sold all Series A Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series A Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this section, if Series A 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 Series A Bonds.

(d) The Representative confirms that the Underwriters have offered the Series A Bonds to the public on or before the date of this Purchase Agreement at the offering

price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Series A Bonds for which the 10% test has not been satisfied and for which the District and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series A Bonds, the Underwriters will neither offer nor sell unsold Series A 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 Underwriters have sold at least 10% of that maturity of the Series A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the District promptly after the close of the fifth (5th) business day after the sale date whether the Underwriters have sold 10% of that maturity of the Series A Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The Representative confirms that:

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

(A)(i) to report the prices at which it sells to the public the unsold Series A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series A 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 Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative,

(B) to promptly notify the Representative of any sales of Series A 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 Series A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that

each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Series A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series A 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 Series A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Series A 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 Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or dealer and as set forth in the related pricing wires.

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

(g) The Underwriters acknowledge that sales of any Series A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series A 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 District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series A 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 Series A 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 Series A Bonds to the public);

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

(4) “sale date” means the date of execution of this Purchase Agreement by the District and the Underwriters.

4. Use and Preparation of Documents. The District has caused to be prepared and delivered to the Underwriters prior to the execution of this Purchase Agreement copies of the Preliminary Official Statement dated \_\_\_\_\_, 2022, relating to the Bonds (the “Preliminary Official Statement”), which was approved by a resolution of the Authority dated \_\_\_\_\_, 2022 (the “Official Statement Resolution”). The District ratifies, confirms and approves the use by the Underwriters prior to the date hereof of the Preliminary Official Statement. The District has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriters, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the District and the Underwriters (the “Official Statement”) to enable the Underwriters to distribute a single copy of each Official Statement to any potential customer of the Underwriters requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The District hereby approves of the use and distribution (including the electronic distribution) by the Underwriters of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Underwriters agree that they will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees as follows:

(a) The District is a public entity existing under the laws of the State of California, including the EIFD Law.

(b) The District has full legal right, power and authority to enter into the District Legal Documents and carry out and consummate the transactions contemplated by the District Legal Documents.

(c) By all necessary official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the District Legal Documents, and the performance by the District of all transactions on its part contemplated by the District Legal Documents; and the District Legal Documents will constitute legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights against public entities in the State of California.

(d) The District is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the District Legal Documents, and compliance with the provisions on the District's part contained therein, will not in any material respect conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Preliminary Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the District of its obligations under the District Legal Documents have been duly obtained.

(f) Except as otherwise disclosed in the Preliminary Official Statement, between the date of this Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriters, offer or issue any bonds, notes or

other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Tax Revenues (as defined in the Indenture), nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District.

(g) As of the date hereof and except as otherwise disclosed in the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending and notice of which has been served upon and received by the District or threatened against the District, affecting the existence of the District or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the District Legal Documents or the collection of the Tax Revenues or contesting or affecting, as to the District, the validity or enforceability of the District Legal Documents, or contesting the exclusion from gross income of interest on the Series A Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the District, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the District or which might materially adversely affect the Tax Revenues of the District; nor is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the District of the District Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the District does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Tax Revenues of the District superior to or on a parity with the lien provided for in the Indenture on the Tax Revenues, other than as disclosed in the Preliminary Official Statement.

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system, [the Insurer, the Policy or the Reserve Policy]).

(j) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Preliminary Official Statement did not and the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system).

(k) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which 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 required to be stated



therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Representative, and, if in the reasonable opinion of the Representative or the District, or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will prepare such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriters may from time to time reasonably request. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the District delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriters give notice to the contrary, the “End of the Underwriting Period” shall be the date of Closing.

(l) 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 and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system).

(m) Any certificate signed by any officer of the District and delivered to the Underwriters shall be deemed a representation by the District to the Underwriters as to the statements made therein.

(n) The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Indenture and the Official Statement.

(o) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters, at the expense of the Underwriters, as the Underwriters may reasonably request in order to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriters may designate; provided, however, that the District will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(p) The District will not act or fail to act in any manner that results in the inclusion in gross income for federal income tax purposes of the interest on the Series A Bonds or State of California income tax purposes of the interest on the Bonds.

(q) Except as disclosed in the Preliminary Official Statement, the District has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(r) The default judgment, dated \_\_\_\_\_, 2022, entered in favor of the District in connection with \_\_\_\_\_, Case No \_\_\_\_\_ filed in the Superior Court of California, County of San Diego was duly entered, the appeal period has run without any appeal having been filed, and the default judgment is in full force and effect.

6. Closing. At 8:00 A.M., California time, on \_\_\_\_\_, 2022 (the “Closing” or the “Closing Date”), or on such other date or time as may be mutually agreed upon by the District and the Representative, the District will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriters, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), or such other place as shall have been mutually agreed upon by the District and the Representative, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriters in New York, New York, through the book-entry system of The Depository Trust Company (“DTC”). Unless the DTC Fast Automated Securities Transfer (“FAST”) is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriters shall receive, within seven (7) business days of the date hereof, but in no event less than 1 business day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements thereto), in such reasonable quantity as the Underwriters shall have requested;

(b) The representations and warranties of the District contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing, and the statements of the officers and other officials of the District and the Trustee made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the District 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 District, all in substantially the forms heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in writing by the Underwriters, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the

Authority as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the District relating to the Official Statement and the District Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect; and

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) Bond Counsel Opinion. The approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel to the District, dated the date of the Closing and substantially in the form included as Appendix \_\_ to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Representative, in form and substance acceptable to the Underwriters, and dated the date of the Closing, stating that the Underwriters may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion were addressed to the Underwriters and to the following effect:

(i) The Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Representative, the Purchase Agreement constitutes the valid, legal and binding obligation of the District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(ii) the statements contained in the Official Statement under the captions [“INTRODUCTORY STATEMENT,” “THE 2022 BONDS,” “SECURITY FOR THE 2022 BONDS,” “TAX MATTERS” and in Appendices \_\_ and \_\_], insofar as such statements expressly summarize certain provisions of the Indenture or the opinion of Bond Counsel, are accurate in all material respects; and

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

(3) District Counsel Opinion. An opinion of the City Attorney of the City of San Diego, as Counsel to the District, dated the date of the Closing and addressed to the Representative, in form and substance acceptable to the Underwriters to the following effect:

(i) the District is a public body, duly existing under the Constitution and laws of the State, including the EIFD Law, with full right, power and authority to execute, deliver and perform its obligations under the District Legal Documents;

(ii) the Resolution and the Official Statement Resolution were duly adopted at meetings of the Authority, called and held pursuant to law, with all public notice required by law and at which quorums were present and acting throughout; and the Resolution and the Official Statement Resolution are in full force and effect and have not been modified, amended or rescinded since their respective adoption date;

(iii) The District Legal Documents have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, the District Legal documents constitute the valid, legal and binding obligations of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought. The preparation, delivery and execution of the Official Statement has been duly authorized by the District;

(iv) The execution and delivery of the District Legal Documents and the Official Statement and compliance with the provisions of the District Legal Documents, under the circumstances contemplated thereby, (1) do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound, and (2) do not and will not in any material respect constitute on the part of the District a violation, breach of or default under any existing law, regulation, court order or consent decree to which the District is subject;

(v) Except as otherwise disclosed in the Official Statement, there is no action, suit, or proceeding, pending and served upon the District, or (to the best of such counsel's knowledge) threatened, challenging the creation, organization or existence of the District, or the validity of the Bonds or the District Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the District would have a material adverse effect upon the financial condition or the revenues of the District, or which, in any manner, questions the right of the District to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the District to collect or pledge the Tax Revenues; and

(vi) The information in the Official Statement under the captions ["THE DISTRICT" and "THE TAX REVENUES"] is true and accurate in all material respects; provided, however, that no opinion is expressed as to any financial or statistical information contained therein.

(4) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Representative, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture;

(ii) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes the legal, valid and binding obligation

of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) The Bonds have been duly authenticated by the Trustee; and

(iv) Except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture, or the consummation of the transactions contemplated by the Indenture.

(5) District Certificate. A certificate of the District, dated the date of the Closing, signed on behalf of the District by a duly authorized officer of the District, to the effect that:

(i) the representations and warranties of the District contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing (except that references to the Preliminary Official Statement shall be deemed to be references to the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date);

(ii) no event affecting the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(6) Trustee's Certificate. A certificate of Trustee, dated the date of Closing, and signed on behalf of the Trustee by a duly authorized officer of the Trustee, to the effect that:

(i) The Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) The Trustee has full power, authority and legal right to comply with the terms of the Indenture and to perform its obligations stated therein; and

(iii) the Indenture has been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the District) constitutes the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(7) District Legal Documents. Executed copies of this Purchase Agreement and the other District Legal Documents.

(8) Rating Letters. Evidence that the ratings on the [insured and uninsured] Bonds of “\_” [and “\_,” respectively,] by S&P Global Ratings are in full force and effect on the Closing Date.

(9) Disclosure Letter. A letter of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the District and the Representative, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, and stated as a matter of fact and not opinion that, during the course of its representation of the District in connection with the preparation of the Preliminary Official Statement and the Official Statement, no facts came to the attention of the attorneys in its firm rendering legal services in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement (as of its date) or the Official Statement (as of its date and as of the Closing Date) (except any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, management discussion and analysis, environmental litigation, environmental matters, information relating to The Depository Trust Company and its book-entry system, [information relating to the Insurer, the Policy or the Reserve Policy,] and the Appendices thereto, included or referred to therein, which shall be expressly excluded from the scope of this paragraph and as to which such firm will express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(10) Municipal Advisor Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Municipal Advisor addressed to the Representative and the District to the effect that, in connection with its participation in the preparation of the Official Statement and without undertaking any independent investigation and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, nothing has come to the attention of the Municipal Advisor that would lead it to believe that the statements and information contained in the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein as necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(11) Fiscal Consultant Certificate. A certificate of \_\_\_\_\_ (the “Fiscal Consultant”), dated the date of Closing, to the effect that the report of the Fiscal Consultant (the “Report”) contained in the Official Statement and the information set forth under the caption [“THE DISTRICT” and “THE TAX REVENUES”] in the Official Statement do 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, consenting to the use of the Report in the Preliminary and Official Statement and stating that to the best of the Fiscal Consultant’s knowledge, nothing

has to come the Fiscal Consultant's attention between the date of such Report and the Closing Date which would materially alter any of the conclusions set forth in the Report.

(12) Underwriter's Counsel Opinion. An opinion of \_\_\_\_\_, dated the date of Closing, addressed to the Representative, in form and substance satisfactory to the Underwriters.

(13) Tax Certificate. A tax certificate with respect to the Series A Bonds in a form acceptable to Bond Counsel.

(14) DTC Letter of Representations. The executed Blanket Letter of Representations of the District.

(15) CDIAC Forms. Reports of proposed debt issuance, acknowledgements thereof and final reports to the California Debt and Investment Advisory Commission with respect to each series of the Bonds.

(16) Validation Judgment. A copy of the default judgment, dated \_\_\_\_\_, 2022, entered in favor of the City in connection with \_\_\_\_\_, Case No \_\_\_\_\_ filed in the Superior Court of California, County of San Diego;

(17) Policy. Evidence satisfactory to the Underwriters of the issuance of the Policy by the Insurer.

(18) Reserve Policy. Evidence satisfactory to the Underwriters that the Trustee shall have received the Reserve Policy from the Insurer.

(19) Opinion of Counsel to the Insurer. An opinion of counsel to the Insurer, in form and substance satisfactory to the Underwriters, Bond Counsel and Underwriters' Counsel, with respect to, among other matters, the Policy and the Reserve Policy, and disclosures relating thereto and to the Insurer in the Official Statement.

(20) Certificate of the Insurer. A certificate of the Insurer, in form and substance satisfactory to the Underwriters, Bond Counsel, and Underwriters' Counsel, with respect to, among other matters, the Policy and the Reserve Policy.

(21) No-Default Certificate of the Insurer. A no-default certificate of the Insurer, in form and substance satisfactory to the Underwriters, Bond Counsel and Underwriters' Counsel.]

(22) Publication of Notices. Proof of publication of the Public Notices as described in Section 2.

(23) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the District or the Underwriters may reasonably deem necessary.

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

If the District or the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, if the District shall determine in good faith (and provide written notice to the Underwriters) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the District by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters shall be under no further obligation hereunder; provided that Section 9 hereof shall remain in effect in any event.

8. Termination. The Underwriters shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the District if at any time between the date hereof and prior to the Closing:

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

(b) there shall exist any event which in the reasonable opinion of the Representative either: (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement; or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information that are contained therein not misleading in any material respect;

(c) there shall have occurred any new outbreak of hostilities or other national or international calamity or crisis or the escalation of any such outbreak, calamity or crisis, the effect of such outbreak, calamity, crisis or escalation on the financial markets of the United States being such that it, in the reasonable opinion of the Representative, materially adversely affects the market price or marketability of the Bonds;

(d) there shall be in force a general suspension of trading on the New York Stock Exchange or other minimum or maximum prices for trading shall have been fixed



and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or such other exchange, whether by virtue of a determination by that exchange or such other exchange or by orders of the Securities and Exchange Commission or any other governmental authority;

(e) a general banking moratorium shall have been declared by either federal, California or New York authorities having jurisdiction over such matters, which moratorium is in force;

(f) there shall be established any new restrictions on transactions in securities that materially affect the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States, or by Executive Order;

(g) an adverse event has occurred that affects the financial condition or operation of, the District which, in the opinion of the Underwriters, requires or has required a supplement or amendment to the Official Statement;

(h) the ratings of the Bonds or any of the District's obligations secured in a like manner shall have been downgraded, placed on credit watch or withdrawn by a national rating service, which, in the Representative's opinion, materially adversely affects the market price of the Bonds;

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

(j) any action, suit or proceeding described in Section 5(g) hereof shall have been commenced which, in the judgment of the Representative, materially adversely affects the market price of the Bonds; or

(k) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency that has jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect.

9. Expenses. The District will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds,

including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the District Legal Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, counsel to the District and any other experts or other consultants retained by the District; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; and (g) expenses (included in the expense component of the underwriters' discount) incurred by the Underwriters on behalf of the City's or the District's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, entertainment of those employees and expenses incurred for the rating presentation and the investor presentation, which are to be reimbursed to the Underwriters by the District.

The Underwriters will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including costs associated with the marketing of the Bonds, and the fee and disbursements of Underwriters' Counsel. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds and MSRB and CUSIP Bureau fees and expenses to qualify the Bonds for sale under any "blue sky" laws. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the District acknowledges that the Underwriters will pay from the underwriters' expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charge by the California Debt and Investment Advisory Commission.

The Underwriters shall pay, and the District shall be under no obligation to pay, all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the District under this Purchase Agreement may be given by delivering the same in writing at the District's address set forth above; Attention: Department of Finance Director/Comptroller of the City of San Diego, and to the Representative under this Purchase Agreement may be given by delivering the same in writing to \_\_\_\_\_, Attention: \_\_\_\_\_.

11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the District and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. Each of the representations, warranties and agreements of the District contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

12. Effectiveness and Counterpart Signatures. This Purchase Agreement shall become effective upon the execution of the acceptance by an authorized officer of the District and shall be valid and enforceable at the time of such acceptance and approval. This Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Electronic Signature. Delivery of an executed counterpart of a signature page of this Purchase Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Purchase Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Purchase Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

14. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California.

Very truly yours,

[REPRESENTATIVE]  
as Representative of the Underwriters

By: \_\_\_\_\_  
Its: Authorized Officer

Accepted:

OTAY MESA ENHANCED INFRASTRUCTURE  
FINANCING DISTRICT

By: \_\_\_\_\_  
Authorized Officer

Time of Execution: \_\_\_\_\_ p.m. Pacific Time

**EXHIBIT A**

**MATURITY SCHEDULE**

**\$ \_\_\_\_\_**  
**OTAY MESA ENHANCED INFRASTRUCTURE FINANCING DISTRICT**  
**2022 TAX ALLOCATION BONDS, SERIES A**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Rule Used</i>
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\$ \_\_\_\_\_  
**OTAY MESA ENHANCED INFRASTRUCTURE FINANCING DISTRICT  
2022 TAX ALLOCATION BONDS, SERIES B (FEDERALLY TAXABLE)**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
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**EXHIBIT B**

**FORM OF ISSUE PRICE CERTIFICATE**

§ \_\_\_\_\_  
**OTAY MESA ENHANCED INFRASTRUCTURE FINANCING DISTRICT  
2022 TAX ALLOCATION BONDS, SERIES A**

The undersigned, on behalf of \_\_\_\_\_, on behalf of itself and as representative (the “Representative”) of \_\_\_\_\_ (together with the Representative, the “Underwriters”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

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) The Underwriters 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 \_\_\_\_\_, 2022, by and between the Representative and the Otay Mesa Enhanced Infrastructure Financing District (the “Issuer”), the Underwriters have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Underwriters 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 agreement among underwriters and any selling group agreement shall contain the agreement of each Underwriter and each dealer who is a member of the selling group, and each third-party distribution agreement (to which the Representative is a party) shall contain the agreement of each broker-dealer who is a party to such third-party 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.]

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

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

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2022), or (ii) the date on which at least 10% of such Hold-the-

Offering-Price Maturity was sold to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Otay Mesa Enhanced Infrastructure Financing District.

(e) *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.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(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 \_\_\_\_\_, 2022.

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

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[REPRESENTATIVE]

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

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022



**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING  
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

*(Attached)*