

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**

**[\$[Tax-Exempt New Money Par]  
General Obligation Bonds,  
2020 Election, 2024 Series B**

**[\$[Taxable New Money Par]  
General Obligation Bonds,  
2020 Election, 2024 Series C  
(Federally Taxable)**

**BOND PURCHASE CONTRACT**

[Pricing Date]

Board of Supervisors  
County of Contra Costa  
1025 Escobar Street  
Martinez, California 94553

Board of Education  
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801

Ladies and Gentlemen:

J.P. Morgan Securities LLC (the “Underwriter”), offers to enter into this Bond Purchase Contract (the “Bond Purchase Contract”) with the County of Contra Costa, California (the “County”) and the West Contra Costa Unified School District (the “District”), which, upon the acceptance hereof thereby, will be binding upon the County, the District and the Underwriter. By execution of this Bond Purchase Contract, the County acknowledges the terms hereof and recognizes that it will be bound by certain of the provisions hereof, and to the extent binding on the County, acknowledges and agrees to such terms. This offer is made subject to the written acceptance of this Bond Purchase Contract by the County and the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Resolutions (defined below).

1. **Purchase and Sale of the Bonds.** (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$[Tax-Exempt New Money Par] aggregate principal amount of the District’s General Obligation Bonds, 2020 Election, 2024 Series B (the “Tax-Exempt Bonds”) and \$[Taxable New Money Par] aggregate principal amount of the District’s General Obligation Bonds, 2020 Election, 2024 Series C (Federally Taxable) (the “Taxable Bonds” and, together with the Tax-Exempt Bonds, the “Bonds”).

(b) The Tax-Exempt Bonds shall be purchased at an aggregate purchase price equal to \$[Tax-Exempt Bonds Purchase Price] (representing the aggregate principal amount of the Tax-Exempt Bonds of \$[Tax-Exempt New Money Par].00, plus original issue premium of \$[Tax-Exempt New Money OIP], less an Underwriter's discount of \$[Tax-Exempt UW Discount]). The Taxable Bonds shall be purchased at an aggregate purchase price equal to \$[Taxable Bonds Purchase Price] (representing the aggregate principal amount of the Taxable Bonds of \$[Taxable New Money Par].00, plus original issue premium of \$[Taxable New Money OIP], less an Underwriter's discount of \$[Taxable UW Discount]).

(c) Any authority, discretion, or other power conferred upon the Underwriter by this Bond Purchase Contract shall be exercised by the Underwriter alone.

**2. The Bonds.** (a) The Bonds shall be as described in the Official Statement (defined below), and shall be issued and secured (i) pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, applicable provisions of the Education Code of the State, and Article XIII A of the California Constitution, including authorization approved by more than 55% of the voters of the District voting at elections held on March 3, 2020 (the "2020 Authorization") (collectively, the "Authorizing Law") and (ii) a resolution of the Board of Education of the District approving the issuance of the Bonds (the "District Resolution") and a resolution of the Board of Supervisors of the County approving the issuance of the Bonds (the "County Resolution" and, together with the District Resolution, the "Resolutions"). The proceeds of the Bonds will be used to finance one or more of the projects specified in the 2020 Authorization, pay debt service on the Bonds through approximately August 1, 20\_\_ and pay costs of issuance of the Bonds.

(b) The Bonds shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Contract, the Authorizing Law and the Resolutions. The Bonds shall be in definitive form, shall bear CUSIP numbers and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). The Bonds shall be issued in the form of current interest bonds in such principal amounts, shall bear interest at the rates and with yields to maturity (or redemption), shall mature in the years as shown and shall be subject to redemption as set forth in Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and interest thereon will accrue from such date of delivery and be payable semiannually on August 1 and February 1 of each year, commencing [February 1, 2025]. [The scheduled payment of principal of and interest on a portion of the Bonds, as set forth in Exhibit A hereto (the "Insured Bonds"), when due will be guaranteed under an insurance policy (the "Bond Insurance Policy") to be issued concurrently with the delivery of the Insured Bonds by [Insurer] (the "Bond Insurer").]

**3. Use of Documents.** The District and the County (as appropriate) hereby authorize the Underwriter to use, in connection with the offer and sale of the Bonds, this Bond Purchase Contract, the Continuing Disclosure Certificate of the District (the "Continuing Disclosure Certificate"), the Official Statement, the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Contract.

4. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [POS Date] (including the cover page, inside cover, and all appendices, exhibits, maps, reports and statements included therein or attached thereto, the “Preliminary Official Statement”). The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds and deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, redemption provisions, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing Date.

5. **Establishment of Issue Price.**

(a) The Underwriter agrees to assist the District in establishing the issue price of the Tax-Exempt Bonds and 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 Underwriter, the District 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 Tax-Exempt Bonds. As applicable, all actions to be taken by the District under this Section to establish the issue price of the Tax-Exempt Bonds may be taken on behalf of the District by the District’s municipal advisor and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) [Except as otherwise set forth in Appendix A attached hereto,] the District will treat the first price at which 10% of each maturity of the Tax-Exempt 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 Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Tax-Exempt Bonds. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Tax-Exempt Bonds of that maturity or (ii) the 10% test has been satisfied as to the Tax-Exempt 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 Issuer or bond counsel.] For purposes of this section, if the Tax-Exempt 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 Tax-Exempt Bonds.

(c) [The Underwriter confirms that it has offered the Tax-Exempt Bonds to the public on or before the date of this Bond Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Bond Purchase Contract, the maturities, if any, of the Tax-Exempt Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter 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 Tax-Exempt Bonds, the Underwriter will neither offer nor sell unsold Tax-Exempt 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 Tax-Exempt Bonds to the public at a price that is no higher than the initial offering price to the public.

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

(d) The Underwriter confirms that:

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

(A)(i) to report the prices at which it sells to the public the unsold Tax-Exempt Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Tax-Exempt 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 Tax-Exempt 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, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of Tax-Exempt 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 Tax-Exempt Bonds to the public (each such term being used as defined below), and

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

(ii) any selling group agreement relating to the initial sale of the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Tax-Exempt 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 Tax-Exempt 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 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 Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Tax-Exempt 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 Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District 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 Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds.

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

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

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt 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 Tax-Exempt 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 Tax-Exempt Bonds to the public),

(iii) a purchaser of any of the Tax-Exempt 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

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

6. **Closing.** At 9:00 A.M., California Time, on [Closing Date] or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the “Closing Date”), the District will direct U.S. Bank Trust Company, National Association, as the initial agent authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Paying Agent”) for the Bonds, to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds duly executed and in fully registered, book-entry form, and will cause the other documents hereinafter mentioned pertaining to the Bonds to be delivered at the offices of Nixon Peabody LLP, Bond Counsel to the District (“Bond Counsel”), in San Francisco, California, or at such other place as shall have been mutually agreed upon by the parties hereto.

(b) Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the Purchase Price thereof in immediately available funds (by check, wire transfer or such other manner of payment as the Representative and the County shall reasonably agree upon) to the order of the County, as provided by Section 1 hereof.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a unified school district duly organized and validly existing under the laws of the State of California (the “State”), with the power to cause the issuance of the Bonds pursuant to the Authorizing Law.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to issue and deliver the Bonds, to enter into this Bond Purchase Contract and the Continuing Disclosure Certificate, to adopt the District Resolution, to perform its obligations under each such document or instrument, to approve the Preliminary Official Statement and the Official Statement and

to carry out and effectuate the transactions contemplated by this Bond Purchase Contract and the District Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the District Resolution, the Continuing Disclosure Certificate and this Bond Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing, and such documents constitute valid and legally binding obligations of the District, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Contract.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Bond Purchase Contract or the Continuing Disclosure Certificate, the adoption of the District Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) No Breach of Applicable Law or Agreements. The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or 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, in any manner which would adversely affect the transactions contemplated hereby, a default or event of default by the District under any of the foregoing.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Bond Purchase Contract, the Continuing Disclosure Certificate, the District Resolution and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the State Constitution or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the levy or collection of ad valorem property taxes pledged for payment of the Bonds or the application thereof to pay the principal of and interest on the Bonds, or in any way contesting or affecting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the validity or enforceability of the Bonds, this Bond Purchase Contract or the District Resolution or contesting the powers of the District or its authority with respect to the Bonds, the District Resolution or this Bond Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Bond Purchase Contract or the District Resolution, (b) declare this Bond Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of the interest paid on the Bonds from State personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, neither the District, nor any person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement, or as otherwise consented to by the Underwriter.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the District Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Preliminary Official Statement as Appendix D. Except as disclosed in the Preliminary Official Statement and the Official Statement, the District has not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events.

(j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof



and on the Closing Date, the Official Statement (including any supplements thereto) does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement with respect to the information set forth under “UNDERWRITING” and in reliance upon and in conformity with information furnished in writing to the District or by or on behalf of the Bond Insurer (including information with respect to the Bond Insurance Policy) specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to Section 8(d) hereof, at the time of each such supplement or amendment thereto and at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Contra Costa (the “County”) or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes for payment of the Bonds and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County a copy of the District Resolution and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(l) No Material Adverse Change. The financial statements of, and other financial information regarding, the District in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(m) Use of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolutions.

**8. Representations, Warranties and Agreements of the County.** The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County has the power under the laws of the State to issue the Bonds pursuant to the Authorizing Law.

(b) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to execute and deliver this Bond Purchase Contract, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument (collectively, the “County Documents”), and to carry out and effectuate the transactions contemplated by the County Documents; (iii) the execution and delivery or adoption of,

and the performance by the County of its obligations contained in, the Bonds and the other County Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Contract constitutes, and each of the other County Documents, when duly executed and delivered in accordance with the County Resolution, will constitute, a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms; and (v) the County has duly authorized the consummation by it of all transactions contemplated by the County Documents.

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, with, of or by any court or governmental agency or public body whatsoever is required of the County in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States, for which the County takes no responsibility and shall not be required to take any actions in connection therewith.” The County makes no representation regarding whether any consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required of any other party related to the Bonds.

(d) To the best knowledge of the County, the County is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, which breach or default would materially adversely affect the County’s ability to enter into or perform its obligations under this Agreement.

(e) To the best knowledge of the County, the issuance of the Bonds, the adoption, execution, delivery and performance of the County Documents, and the compliance with the provisions of the County Documents do not conflict with or result in on the part of the County a violation or breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, where such conflict, violation, breach or default, individually or in the aggregate, shall result in a material adverse change to the County that materially and adversely affects the ability of the Underwriter to market the Bonds or enforce contracts of sale on the Bonds.

(f) As of the time of acceptance hereof, except as provided in the Official Statement, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the County) or threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or the titles of the officials of the County to such offices; (ii) seeking to restrain or enjoin the sale,

issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the County Resolution, or in any way contesting or affecting the validity or enforceability of the Bonds or the County Documents or contesting the powers of the County or its authority with respect to the Bonds or the County Documents; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the County or the consummation of the transactions contemplated by the County Documents or the Bonds or (b) declare the County Documents or the Bonds to be invalid or unenforceable in whole or in material part.

(g) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement.

(h) Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same in such person's individual capacity, as to the statements made therein.

**9. Covenants of the County and the District.** The County and the District respectively covenant and agree with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter 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 jurisdictions, provided, however, that the District and the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the earlier of (i) the third (3rd) business day preceding the Closing Date or (ii) the seventh (7th) business day following the date this Bond Purchase Contract is signed, the Official Statement substantially in the form of the Preliminary Official Statement (including the cover page, inside cover, and all appendices, exhibits, maps, reports and statements included therein or attached thereto, the "Official Statement"), with only such changes therein as shall have been accepted by the Underwriter, the County and the District, in "designated electronic format" (as defined in Rule G-32 of the MSRB), in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The County has no responsibility with respect to the Preliminary Official Statement or the Official Statement.

(c) Subsequent Events. The District hereby agrees to promptly notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the County, the District and the Underwriter) as the Underwriter shall no longer hold any of the Bonds for sale.

(d) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of Nixon Peabody LLP, as Disclosure Counsel to the District (“Disclosure Counsel”), or the Underwriter, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and if either shall have so advised the District, the District shall prepare, at its own expense, and furnish to the Underwriter the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, in the “designated electronic format” (as defined in Rule G-32 of the MSRB). If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Bond Purchase Contract, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by, the District and the Underwriter, the County and the District may assume that the End of the Underwriting Period is the Closing Date.

**10. Representations, Warranties and Agreements of the Underwriter.** The Underwriter represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Bond Purchase Contract and the Underwriter is duly authorized to take any action under this Bond Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and have had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled

by or under common control with the Underwriter has or has had any such financial advisory relationship.

The County and the District each acknowledges and agrees that (i) the purchase and sale of the herein described Bonds pursuant to this Bond Purchase Contract is an arm's-length commercial transaction among the County, the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter are and have been acting solely as principals and are not acting as agents or fiduciaries of the County or the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County or the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the County or the District on other matters) and the Underwriter has no obligation to the County or the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract and (iv) the County and the District have consulted their own legal, financial and other advisors to the extent it has deemed appropriate. Each of the County and the District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required disclosure under Rule G-17 of the MSRB.

**11. Conditions to Closing.** The Underwriter has entered into this Bond Purchase Contract in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their respective obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Contract are and shall be subject at the option of the Underwriter to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of their respective agreements made by them in this Bond Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Bond Purchase Contract, the Continuing Disclosure Certificate and the Resolutions (such documents being referred to herein as the "District Documents") shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Authorizing Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; (iii) the County and the District shall have adopted, and there shall be in full force and effect such additional resolutions, agreements, opinions and certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax-exempt character of the interest on the Bonds), which resolutions, agreements, opinions and certificates shall be satisfactory in form and substance to Bond Counsel to the District and to the Underwriter, and there shall have been

taken in connection therewith and in connection with the execution and delivery of the Bonds all such actions as shall, in the reasonable opinion of each, be necessary in connection with the transactions contemplated hereby; (iv) all actions under the Resolutions which, in the opinion of Bond Counsel to the District, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; (v) the Bonds shall have been duly authorized, executed and delivered; and (vi) the County and the District shall perform or have performed all of their respective obligations required under or specified in the District Documents and County Documents to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, be pending (in which service of process has been completed against the County or the District) or threatened which has any of the effects described in Section 7(f) or Section 8(f) hereof or contests in any way the completeness or accuracy of either the Preliminary Official Statement or the Official Statement;

(d) Marketability. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Bond Purchase Contract and the Closing Date, the market price or marketability of the Bonds shall be materially adversely affected, in the reasonable judgment of the Underwriter, by the occurrence of any of the following:

(1) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, the District 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, in the judgment of the Underwriter, to materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds;

(2) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made: (i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) an order, decree or injunction of any court of competent jurisdiction, or any order, ruling or regulation of the Securities and Exchange Commission, is

issued or made with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or legislation has been enacted, or a bill favorably reported for adoption, or a decision by any court rendered, or a ruling, regulation, proposed regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter has been made or issued, to the effect that the Bonds or obligations of the general character of the Bonds of the District or the County or of any similar body of the type contemplated herein are not exempt from the registration, qualification or other requirements of the Securities Act as amended and then in effect, or that the Resolutions are not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect;

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

(5) there shall have occurred any (i) declaration by the United States of a national or international emergency or war, (ii) outbreak or escalation of (A) hostilities, (B) national or international emergency or war or (C) other calamity or crisis, in any case with respect to (i) and (ii) the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(6) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or

inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(7) a general banking moratorium shall have been declared by federal or New York or California state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement;

(8) a downgrading or suspension of any rating (without regard to credit enhancement) of any securities issued by the District, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on “credit watch” or “negative outlook” or any similar qualification) of any rating by Moody’s, S&P or Fitch of any securities issued by the District, including the Bonds;

(9) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon), the validity or enforceability of the Bonds; or

(10) there shall have occurred any material adverse change in the affairs or financial condition of the District.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents satisfactory in form and substance to the Underwriter:

(1) Opinion of Bond Counsel. (i) The approving opinion of Bond Counsel with respect to the Bonds, dated the Closing Date and addressed to the District and the County, substantially in the form attached as Appendix D to the Preliminary Official Statement; and (ii) a reliance letter from Bond Counsel to the effect that the Underwriter can rely upon such opinions;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the District, the County and the Underwriter; dated as of the Closing Date, substantially to the following effect:

(A) the description of the Bonds and the security for the Bonds and statements in the Preliminary Official Statement on the cover thereof and under the captions “INTRODUCTION,” “THE BONDS,” “SECURITY AND SOURCES OF REPAYMENT FOR THE BONDS,” “TAX MATTERS – TAX-EXEMPT BONDS” “TAX MATTERS – TAXABLE BONDS,” and the first paragraph under the caption “LEGAL MATTERS – Continuing Disclosure” to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Certificate and the form and content of Bond Counsel’s approving opinion with



respect to the treatment of interest on the Bonds under State, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices A, C, E, F or G to the Preliminary Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Preliminary Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING," and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "RATING;<sup>1</sup>"

(B) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover thereof and under the captions "INTRODUCTION," "THE BONDS," "SECURITY AND SOURCES OF REPAYMENT FOR THE BONDS," "TAX MATTERS – TAX-EXEMPT BONDS" "TAX MATTERS – TAXABLE BONDS," and the first paragraph under the caption "LEGAL MATTERS – Continuing Disclosure" to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under State, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices A, C, E, F or G to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters

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<sup>1</sup> Opinion will also carve out specific changes in non-pricing and non-preliminary information between the Preliminary Official Statement and the final Official Statement, if any.

with respect to the Bonds, including but not limited to information under the caption “UNDERWRITING,” and (vii) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption “RATING;”

(C) the Continuing Disclosure Certificate and this Bond Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State;

(D) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification as indentures pursuant to the Trust Indenture Act of 1939, as amended;

(E) the District is a unified school district validly existing under the Constitution and the laws of the State;

(F) the District has the full right and lawful authority to enter into and perform its duties and obligations under the Resolutions, the Continuing Disclosure Certificate and this Bond Purchase Contract and to authorize the issuance and sale of the Bonds;

(G) to the actual knowledge of the attorneys in our firm rendering legal services in connection with the representation of the District, and based solely on certifications from the District, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending, or to such counsel’s knowledge, threatened against the District contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the due adoption of the District Resolution, and there is no breach or default by the District under any other instruments which is caused by the issuance of the Bonds or the execution and delivery of this Bond Purchase Contract or the Continuing Disclosure Certificate; and

(H) the Preliminary Official Statement and the Official Statement have been duly approved by the District;

(3) Disclosure Counsel Letter. A letter of Disclosure Counsel dated as of the Closing Date and addressed to the District, accompanied by a reliance letter from Disclosure Counsel to the effect that such opinion may be relied upon by the Underwriter with the same effect as if such opinion were addressed to them, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the municipal advisor to the District, the District and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Preliminary Official Statement as of its date and as of [Pricing Date] and the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact or as of its date omitted, or as of the Closing Date 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 (provided that Disclosure Counsel need not express any opinion with respect to (i) any information contained in Appendices C, E, F or G to the Preliminary Official Statement and the Official Statement, (ii) financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, valuations, appraisals, or absorption, real estate or environmental matters or the Contra Costa County Pooled Surplus Investments contained in the Preliminary Official Statement and the Official Statement, including in any of the appendices thereto, (ii) information with respect to DTC or its book-entry only system included therein, (iii) any CUSIP numbers or information relating thereto, (iv) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING," and (v) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including, but not limited to, information under the caption "RATING," as to which such counsel need express no opinion or view;

(4) Certificate of the District. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Contract, the Official Statement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement as of its date and as of the Closing Date did not and does 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 the light of the circumstances under which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Contract substantially conform to the descriptions thereof contained in the District Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in the light of the circumstances under which they were made not misleading, (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, the issuance of the Bonds by the District on behalf of the District or the due adoption of the District Resolution; (viii) there is no breach or default by the District under any other instruments which is caused by the issuance of the Bonds or the execution and delivery of this Bond Purchase Contract or the Continuing Disclosure Certificate, and (ix) each of the conditions listed in this Bond Purchase Contract required to be satisfied by the District has been satisfied on the date thereof and the District is not aware of any other condition of this Bond Purchase Contract that has not been satisfied on the date thereof;

(5) a certificate signed by an appropriate official of the County to the effect that (i) such official is authorized to execute and to approve the County Documents; (ii) the representations, agreements and warranties of the County herein are true and correct as of the date of Closing; (iii) the County has complied with all the terms of the County Documents to be complied with by the County prior to or concurrently with the Closing; (iv) to the best of the County's knowledge, no litigation is pending (with service of process having been accomplished) or threatened (either in State or federal courts): (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds or this Bond Purchase Contract, or (C) in any way contesting the existence or powers of the County; (v) each of the conditions listed in Section 13 of this Bond Purchase Contract required to be satisfied by the County has been satisfied on the date thereof and the County is not aware of any other condition of this Bond Purchase Contract that has not been satisfied on the date thereof; and (vii) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Contract substantially conform to the descriptions thereof contained in the County Resolution and this Bond Purchase Contract;

(6) Rating. Evidence satisfactory to the Underwriter that the rating described in the Official Statement is in full force and effect as of the Closing Date [to be revised if there is bond insurance];

(7) Resolutions. (i) A certificate, together with fully executed copy of the District Resolution, of the Secretary to or Clerk of the District Board of Education to the effect that:

(A) such copy is a true and correct copy of the District Resolution; and

(B) that the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(ii) an original or copy of the County Resolution, certified by the Clerk of the Board of Supervisors of the County;

(8) Deemed Final Certificate. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(9) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Preliminary Official Statement and the Official Statement as Appendix D thereto, along with evidence satisfactory to Disclosure Counsel and the Underwriter that the District is in compliance with its disclosure obligations under the Rule;

(10) Certificate of the Paying Agent. A certificate of Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that, no litigation is pending or, to the best knowledge of the Paying Agent, threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Underwriter's Counsel Opinion. An opinion of Hawkins Delafield & Wood LLP, counsel to the Underwriter ("Underwriter's Counsel"), dated as of the Closing, and in a form and substance satisfactory to the Underwriter;

(12) Tax Certificate. A tax certificate of the District in form satisfactory to Bond Counsel with respect to the Tax-Exempt Bonds;

(13) [Opinion of Counsel to the Bond Insurer. An opinion of Counsel to Bond Insurer to the effect that the information in the Official Statement under the caption "Bond Insurance" was as of the date of the Official Statement and is as of the date of Closing Date true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;]

(14) [Bond Insurance Policy]. A certified copy of the Bond Insurance Policy issued by the Bond Insurer; and]

(15) the opinion of counsel for the County (“County Counsel”), as counsel to the Board of Supervisors, addressed to the County, the District, and the Underwriter, dated the Closing Date, in the form of the opinion attached hereto as Exhibit C;

(16) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance (i) by the County and the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the County and/or the District is unable to satisfy the conditions to the Underwriter’s obligations contained in this Bond Purchase Contract or if the Underwriter’s obligations shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

12. **Conditions to Obligations of the District.** The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

13. **Expenses.** (a) To the extent that the transactions contemplated by this Bond Purchase Contract are consummated, the District shall pay, and the Underwriter shall have no obligation to pay, the following expenses incident to the issuance of the Bonds: (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and the District’s municipal advisor; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bonds’ ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees, if any, of the Paying Agent and Fiscal Agent (defined below); (vii) the fees and expenses of the County; (viii) expenses for travel, lodging, and subsistence related to rating agency visits and other

meetings connected to the authorization, sale, issuance and distribution of the Bonds; [(ix) the costs associated with the Bond Insurance Policy,] and (x) all other fees and expenses incident to the issuance and sale of the Bonds. [The Underwriter is hereby directed to wire at the Closing a portion of the Purchase Price of the Bonds equal to \$[Net Purchase Price] to U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”), and a portion of the Purchase Price of the Bonds equal to \$[Bond Premium] to the Bond Insurer, in each case on behalf of the District, for the payment of the above-described costs. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the Debt Service Fund.]

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees of Underwriter’s Counsel, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the Bonds’ ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Section 12(a)(vii) above that are attributable to District personnel.

(d) 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 the fees and expenses being incurred as part of the issuance of the Bonds.

14. **Notices.** Any notice or other communication to be given under this Bond Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the County, to Board of Supervisors, County of Contra Costa, 651 Pine Street, Martinez, California 94553, attention: \_\_\_\_\_, if to the District, to West Contra Costa Unified School District, 1400 Marina Way, Richmond, California 94801, attention: Luis Freese, Associate Superintendent, or if to the Underwriter, c/o J.P. Morgan Securities LLC, 1415 L Street, Floor 6, Sacramento, California 95814, attention: Tyler Old, Executive Director.

15. **Parties in Interest; Survival of Representations and Warranties.** This Bond Purchase Contract, when accepted by the County and the District in writing as heretofore specified, shall constitute the entire agreement among the County, the District and the Underwriter. This Bond Purchase Contract is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the County and the District in this Bond Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Bond Purchase Contract.

16. **Severability.** In the event any provision of this Bond Purchase Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **Division of Responsibility Between District and County.** It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of the Bond Purchase Contract which are to be performed solely by the District and the District shall have no responsibility or liability to ensure or provide compliance with those provisions of this Bond Purchase Contract which are to be performed solely by the County.

18. **Execution in Counterparts.** This Bond Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document. The parties further agree that facsimile signatures or signatures scanned into PDF format (or signatures in another electronic format designated by the District) and sent by e-mail shall be deemed original signatures.



18. **Applicable Law.** This Bond Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

**J.P. MORGAN SECURITIES LLC, as  
Underwriter**

By: \_\_\_\_\_  
Executive Director

The foregoing is hereby agreed to and accepted at \_\_\_\_\_ p.m., as of the date first above written:

**COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_  
Name:  
Title:

**WEST CONTRA COSTA UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**MATURITY SCHEDULE AND  
REDEMPTION PROVISIONS**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(Contra Costa County, California)**

**[\$(Tax-Exempt New Money Par)  
General Obligation Bonds, 2020 Election,  
2024 Series B**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>10% Test Satisfied</b>	<b>Hold The Offering Price</b>
	\$	%	%			

<sup>(1)</sup> Insured under the Bond Insurance Policy.

<sup>C</sup> Priced to call at par on August 1, 20\_\_.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**

**[\$Taxable New Money Par]**  
**General Obligation Bonds, 2020 Election,**  
**2024 Series C**  
**(Federally Taxable)**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>10% Test Satisfied</b>	<b>Hold The Offering Price</b>
	\$	%	%			

<sup>(1)</sup> Insured under the Bond Insurance Policy.

<sup>c</sup> Priced to call at par on August 1, 20\_\_.

## Redemption Provisions [To be updated along with POS]

***Optional Redemption of the Bonds.*** The Bonds maturing on or after August 1, 20\_\_\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_\_\_, at a redemption price equal to the principal amount of such Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

***Mandatory Sinking Fund Redemption of the Bonds.*** The Bonds maturing on August 1, 20\_\_\_\_, are subject to mandatory redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
<hr/>	<hr/>

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<sup>(1)</sup> Final maturity.

**EXHIBIT B**

**FORM OF CERTIFICATE OF UNDERWRITER**  
(10% Rule and Hold-the-Offering-Price Rule to Apply)

**ISSUE PRICE CERTIFICATE OF THE UNDERWRITER**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
(Contra Costa County, California)

**[\$[Tax-Exempt New Money Par]  
General Obligation Bonds, 2020 Election,  
2024 Series B**

The undersigned, on behalf of J.P. Morgan Securities LLC (the “Underwriter”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

**THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:**

1. The undersigned is authorized to execute this certificate on behalf of the Underwriting Group.

2. *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 of Bonds was sold to the Public is the respective price listed in Schedule A.

3. *Initial Offering Price of the Hold-the Offering-Price Maturities.*

(a) The Underwriter 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 Contract, dated [Pricing Date], between the Underwriter and the Issuer (herein defined), the Underwriter 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. Neither the Underwriter nor its Retail Distribution Partners have offered or sold any Hold-the-Offering- Price Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Hold-the-Offering-Price Maturity of the Bonds during the Holding Period.

4. *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 ([Pricing Date]), or (ii) the date on which the Underwriter 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) *Issuer* means the West Contra Costa Unified School District.

(e) *Maturity* means Bonds with the same credit and prepayment 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.

(g) *Related Party* means 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 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).

(h) *Retail Distribution Partners* means [Charles Schwab & Co., Inc. and LPL Financial LLC.]

(i) *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 [Pricing Date].

(j) *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 Underwriter'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 relating to the Bonds, to which this certificate is attached as an exhibit, and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody, LLP, as bond counsel, 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 Forms 8038 and 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date].

J.P. MORGAN SECURITIES LLC

By: \_\_\_\_\_  
Authorized Signatory

SCHEDULE A

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

(Attached)



**EXHIBIT C**  
**FORM OF COUNTY COUNSEL OPINION**

[Closing Date]

County of Contra Costa  
Martinez, California

Board of Education  
West Contra Costa Unified School District  
Richmond, California

J.P. Morgan Securities LLC  
Sacramento, California

\$ \_\_\_\_\_  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(Contra Costa County, California)  
General Obligation Bonds, 2020 Election, 2024 Series B

\$ \_\_\_\_\_  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(Contra Costa County, California)  
General Obligation Bonds, 2020 Election, 2024 Series C  
(Federally Taxable)

Ladies and Gentlemen:

This opinion is rendered and delivered in connection with the issuance by the Board of Supervisors of the County of Contra Costa (the “County”) on behalf of the West Contra Costa Unified School District (the “District”) of: (a) \$ \_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, 2020 Election, 2024 Series B (the “Series B Bonds”) and (b) \$ \_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, 2020 Election, 2024 Series C (the “Series C Bonds,” and together with the Series B Bonds, the “Bonds”). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County adopted on \_\_\_\_\_, 2024 (the “County Resolution”), at the request of the District made pursuant to a resolution of the Board of Education of the District adopted on September 11, 2024 (the “District Resolution”).

In rendering this opinion, we have reviewed the County Resolution, the District Resolution, the Bond Purchase Agreement, dated \_\_\_\_\_, 2024 (the “Purchase Agreement”), by and among the County, the District and J.P. Morgan Securities LLC, and other such documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein. The County Resolution, the Bonds, and the Purchase Agreement are collectively referred to herein as the “County Documents.”

Under existing law and based upon the foregoing, we are of the opinions that:

1. The County is a political subdivision, organized and operating under the Constitution and laws of the State of California.

2. The County Resolution approving and authorizing the execution and delivery of the Purchase Agreement and the sale and issuance of the Bonds was duly adopted at a meeting of the Board of Supervisors of the County, which was called and held pursuant to law, with all public notice required by law and at which a quorum was present and acting throughout and the County Resolution has not been rescinded, modified or amended and is in full force and effect.

3. To the best knowledge of County Counsel, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public authority or body, pending or threatened against the County in which service of process has been completed (a) affecting the existence of the County or the titles of its officers who have acted with respect to the proceedings for issuance and sale of the Bonds to their respective offices; (b) seeking to prohibit, restrain or enjoin the execution, delivery or performance of this Purchase Agreement or the issuance of the Bonds or in any way contesting or affecting the validity or enforceability of the County Documents; or (c) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under the County Documents.

4. The Purchase Agreement has been duly authorized, executed and delivered by the County and the Bonds have been duly authorized by the County, executed by the County on behalf of the District and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Agreement constitutes a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms.

Notwithstanding anything to the contrary herein:

(a) I expressly decline to render any opinion regarding the content of the Bonds, or any disclosure of any kind made in connection with the Bonds.

(b) I expressly decline to render any opinion regarding the taxability or tax effect (under both state and federal law) of the transactions that are subject of this opinion letter.

(c) I expressly decline to render any opinion with respect to the validity or perfection of any lien or security interest created under the County Documents.

(d) This opinion is based on the existing laws of the State of California as of this date; and I expressly decline to render any opinion as to any laws or regulations of other states or jurisdictions (including federal law and regulations) as they may pertain to the County Documents or any transactions contemplated thereby, or with respect to the effect of noncompliance under any such laws or regulations or any other jurisdictions including federal law regulations, and blue sky laws.

(e) This opinion is furnished to the addressees hereof and is solely for its benefit. It may not be relied upon by any other person or entity however organized.

(f) This opinion may only be used in connection with the transactions contemplated by the County Documents.

(g) This opinion is given as of this date, and I expressly decline any undertaking to advise you of any matters arising subsequent to the date hereof that would cause me to amend any portion of the foregoing in whole or in part.

(h) The opinions set forth herein are subject to applicable limitations of bankruptcy or equitable principles affecting the enforcement of creditor's rights. The enforcement of the County Documents is subject to the effect of the general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith or fair dealing, and the possibility of the unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against entities in the State of California.

Please be advised that I am not Bond Counsel for the Bonds and have no expertise in matters related to or in connection with the issuance of the Bonds.

Very truly yours,

Thomas L. Geiger  
County Counsel

By: \_\_\_\_\_  
Assistant County Counsel