

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2017

The Successor Agency to the Commerce Community Development Commission  
City of Commerce  
213 East Foothill Boulevard  
Commerce, CA 91702

Attention: Chairperson  
Vilko Domic, Director of Finance

Subject: \$00,000,000 Successor Agency to the Commerce Community Development Commission Tax Allocation Refunding Bonds \$\_\_\_\_,000,000 Series 2017A (Tax Exempt) and \$\_\_\_\_,000,000 Series 2017B (Federally Taxable)

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Ladies and Gentlemen:

B.C. Ziegler and Company (the “**Underwriter**”) acting in its capacity as a principal and not as an agent or fiduciary, as agreed below, hereby offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the Successor Agency to the Commerce Community Development Commission (the “**Successor Agency**”), a public entity existing under and pursuant to the laws of the State of California (the “**State**”), whereby the Underwriter will purchase and the Successor Agency will sell the Bonds (as defined and described below).

The Underwriter is making this offer subject to the acceptance by the Successor Agency at or before 5:00 P.M., Pacific Time, on the date hereof. If the Successor Agency accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind the Successor Agency and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the authorized officers of the Successor Agency at any time before the Successor Agency accepts this Purchase Agreement.

Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Successor Agency, and the Successor Agency hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds:

(i) \$00,000,000 Successor Agency to the Commerce Community Development Commission Tax Allocation Refunding Bonds including \$\_\_\_\_,000,000 Series 2017A (Tax Exempt) and \$\_\_\_\_,000,000 Series 2017B (Federally Taxable) (the “**2017 Series A Bonds**”), at the purchase price of \$00,000,000, representing the aggregate principal amount of the Series 2017A Bonds in the amount of \$00,000,000 less an Underwriter’s discount of \$000,000.00 plus original issue premium of \$\_\_\_\_\_; and

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(ii) \$00,000,000 aggregate principal amount of Successor Agency's Series 2017B (Federally Taxable) bonds (the "**2017 Series B Bonds**"), at the purchase price of \$00,000,000, representing the aggregate principal amount of the 2017 Series B Bonds in the amount of \$00,000,000 less an Underwriter's discount of \$000,000.00 less an original issue discount of \$000,000.00.

The 2017 Series A Bonds and the 2017 Series B Bonds are collectively referred to as the "**Bonds**".

The Successor Agency expressly acknowledges and agrees that:

(i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Successor Agency and the Underwriter and the Underwriter has financial and other interests that differ from those of the Successor Agency;

(ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), financial advisor or fiduciary to neither the Successor Agency and has not assumed any advisory or fiduciary responsibility to the Successor Agency with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Successor Agency on other matters);

(iii) the only obligations the Underwriter has to the Successor Agency with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement;

(iv) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Successor Agency and the Underwriter; and

(v) the Successor Agency has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

2. Purpose, Terms, Security for the Bonds; Authorization. (i) Purpose of Bonds. The proceeds of the sale of the Bonds will be used to (i) refund all or a portion of the Prior Bonds and the cancellation of such bonds currently outstanding in the aggregate principal amount of \$36,995,000 (as described in paragraph 2(ii) below), (ii) pay certain costs and expenses incident to the issuance of the Bonds, (iii) funding a reserve account and/or providing for a reserve policy or surety for deposit to the reserve account for the Refunding Bonds and (iv) if advisable, paying for the cost of municipal bond insurance and/or a surety to fund the reserve account for the Bonds in lieu of funding all or a portion of such reserve account with bond proceeds.

(ii) Obligations refunded. The Successor Agency intends to refund and defease certain tax allocation bond issues as set forth on Schedule I hereto (the "**Prior Bonds**"). On the date of issuance of the Bonds, a portion of the proceeds will be transferred to the Trustee for deposit into the redemption fund established for each issue or series, as the case may be, of the Prior Bonds to allow for the refunding and defeasance as described in the Preliminary Official Statement.

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(iii) Terms. The Bonds shall be issued and secured under and pursuant to a Indenture of Trust dated as of \_\_\_\_\_ 1, 2017 (the “**Indenture**”) between the Successor Agency and Wilmington Trust, N. A., as trustee (the “**Trustee**”). The Bonds shall be dated the date of delivery. The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule II attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Sinking Fund Payment Dates, and other details and particulars of the Bonds shall be as described in the Indenture and the Official Statement (as defined below).

(iv) Security. The Bonds are payable from and secured by Pledged Tax Revenues (as defined in the Preliminary Official Statement annexed hereto as Exhibit B) allocable to the Successor Agency from the Project Area (as defined in the Preliminary Official Statement) and certain funds and accounts established pursuant to the Indenture.

(v) Authorization. The Bonds have been authorized pursuant to the provisions of the Dissolution Law (Section 34177.5 authorizes the Successor Agency to issue bonds pursuant to Article II (commencing with Section 53588) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “**Refunding Law**”) for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5) and a resolution adopted by the Successor Agency on April 21, 2015 and February 17, 2016 (collectively, the “**Resolution**”).

3. Public Offering. The Underwriter agrees to make a *bona fide* public offering of the Bonds at a price not in excess of the initial offering price or prices or yields not less than the yields set forth on the inside cover page of the printed paper form of the Official Statement; *provided, however*, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein. The Underwriter shall provide to the Successor Agency a certificate setting forth the offering prices of the Bonds in substantially the form set forth on Exhibit A.

4. Delivery of the Official Statement and Other Documents.

(a) The Successor Agency has delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated \_\_\_\_\_, 2017, which, together with the cover page and appendices thereto is herein referred to as the “**Preliminary Official Statement**.” It is acknowledged by the Successor Agency that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. For purposes of this Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Successor Agency deem the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”) and approved for distribution by resolution of the Successor Agency, except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) thereof.

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(b) Within seven (7) business days from the date hereof, and in any event not later than two business days before the Closing Date, the Successor Agency shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Successor Agency, Bond Counsel and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board ("**MSRB**") and to meet potential customer requests for copies of the Official Statement.

The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Successor Agency, with the MSRB on its Electronic Municipal Markets Access ("**EMMA**") system. Authorized officers of the Successor Agency shall execute the Official Statement. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Successor Agency shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Underwriter hereby agrees to cooperate and assist in the preparation of the Official Statement. The Successor Agency hereby agree to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission ("**SEC**"). The Successor Agency hereby ratifies, confirms and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriter to use the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12 will undertake, pursuant to the Continuing Disclosure Agreement, dated as of the Closing Date (the "**Continuing Disclosure Agreement**"), by and between the Trustee, as dissemination agent (the "Dissemination Agent"), to provide annual financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Agreement is set forth in, and a form of such agreement is attached as Appendix E to, the Preliminary Official Statement and the Official Statement.

5. **Representations, Warranties and Covenants of the Successor Agency.** The Successor Agency hereby agrees with, and makes the following representations and warranties to the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Successor Agency is a public entity validly existing under the constitution and laws of the State, and has, and, at the Closing Date will have, full legal right, power, and authority pursuant to its Resolution to enter into this Purchase Agreement, to execute and deliver the Bonds, the Indenture, the Irrevocable Refunding Escrow Agreement(s) between the Successor Agency and Wilmington Trust, N.A., as escrow agent, or such other escrow agent as the Successor Agency shall designate (the "**Escrow Agent**"), the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "**Agency Documents**"), to issue, sell, and deliver the Bonds as provided herein and pursuant to the Indenture, and to carry out and to consummate the transactions contemplated by the Successor Agency Documents and the Official Statement;

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(b) On and as of the date hereof and at all times during the period from the date hereof to and including the date which is 25 days following the end of the underwriting period (the “**Update Period**”), the information in the Official Statement with respect to the Successor Agency and its affairs does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) The Successor Agency has complied, and at the Closing will be in compliance, in all respects, with the Act;

(d) By official action of the Successor Agency prior to or concurrently with the acceptance hereof, the Successor Agency has duly authorized and approved the distribution of the Preliminary Official Statement and the execution, delivery, and distribution of the Official Statement, and has duly authorized and approved the issuance and sale of the Bonds upon the terms set forth herein and in the Indenture and the Official Statement, and the execution and delivery of, and the performance by the Successor Agency of the obligations on its part contained in the Successor Agency Documents;

(e) The Successor Agency is not in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which the Successor Agency is a party or is otherwise subject; and the issuance, sale and delivery of the Bonds upon the terms set forth herein and in the Indenture and the Official Statement, and the execution and delivery by the Successor Agency of the Successor Agency Documents, and its compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under its governing its governing documents or instruments, the Act, or any law, administrative regulation, judgment, decree, indenture, loan agreement, note, resolution, agreement, or other instrument to which the Successor Agency is a party or is otherwise subject;

(f) All approvals, consents, and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Successor Agency of its obligations hereunder and under the Successor Agency Documents, the issuance of the Bonds, and the execution and delivery by the Successor Agency of the Successor Agency Documents have been obtained or will be obtained prior to the Closing;

(g) The Bonds, when issued, authenticated, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be the legal, valid, and binding limited obligations of the Successor Agency, issued in conformity with and entitled to the benefit and security of the Indenture;

(h) The terms and provisions of the Indenture will comply in all respects with the requirements of the Act and, when executed and delivered by the parties thereto, the Successor Agency Documents will constitute the legal, valid, and binding obligations of the Successor Agency enforceable in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally from time to time in effect, and rights of acceleration, indemnity, and contribution, and the availability of equitable remedies may be limited by equitable principles;

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(i) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Successor Agency, threatened against the Successor Agency, affecting the existence of the Successor Agency or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the Bonds or the collection of the revenues or assets pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Successor Agency Documents or contesting in any way the completeness or accuracy of the Preliminary Official statement or the Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the Successor Agency to issue the Bonds or to execute and deliver the Successor Agency Documents, or wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Successor Agency Documents;

(j) The proceeds received from the sale of the Bonds shall be used in accordance with the Act and the Indenture and as set forth in the Official Statement;

(k) Any certificate signed by an authorized officer of the Successor Agency and delivered to the Underwriter shall be deemed a representation and warranty of the Successor Agency to the Underwriter as to the statements made therein;

(l) The Successor Agency 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;

(m) The Successor Agency shall not amend, terminate, or rescind, and will not agree to any amendment, termination, or rescission of the Resolution or the Successor Agency Documents without the prior written consent of the Underwriter prior to the Closing Date;

(n) The information relating to the Successor Agency in the Preliminary Official Statement, as of its date and as of the date hereof, was and is true and correct in all material respects and 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;

(o) The information relating to the Successor Agency in the Official Statement is, as of its date, and at all times after the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects and will 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;

(p) The Successor Agency shall promptly advise the Underwriter by written notice of any matter arising or discovered after the date of this Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations or warranties set forth herein to be untrue or misleading or might adversely affect the correctness or completeness of any statement of a material fact regarding the Successor Agency contained in the Official Statement; or any developments that affect the accuracy and completeness of the key representations (within the meaning of Rule 15c2-



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12) regarding the Successor Agency contained in the Official Statement, which may occur during the Update Period;

(q) The Successor Agency shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds;

(r) Prior to the Closing Date, the Successor Agency shall not create, assume, or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds, or interests which will be pledged pursuant to the Indenture;

(s) The Successor Agency shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Successor Agency as set forth in this Agreement;

(t) The Successor Agency shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate;

(u) The Successor Agency shall not knowingly take or omit to take any action which, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the 2017 Series A Bonds;

(v) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement;

(w) The Department of Finance of the State (the "Department of Finance") has issued a Final and Conclusive Determination Letter (the "Final and Conclusive Determination Letter") approving the issuance of the bonds and the payment of debt service on the Bonds for the term of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

All representations, warranties and agreements of the Successor Agency shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. Closing. At 10 A.M., Pacific Time, on \_\_\_\_\_, 2017, or at such other time or date as the Underwriter and the Successor Agency may mutually agree upon as the date and time of the Closing (the "**Closing Date**"), the Successor Agency will deliver or cause to be delivered to the Underwriter, at the offices of Orrick Herrington & Sutcliffe LLP ("**Bond Counsel**") Los Angeles, California, or at such other place as the parties may agree upon, the Bonds, through the facilities of The Depository Trust Company, California, California ("**DTC**"), duly executed and authenticated, and the other documents

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specified in Section 8. The payments set forth herein and delivery, together with the delivery of the aforementioned documents, is called the “**Closing**.”

At the Closing,

(a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Successor Agency and

(b) the Successor Agency shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Successor Agency and in the authorized denominations as specified by the Underwriter at the Closing.

The Bonds shall be made available to the Underwriter at least one business day before the Closing Date for purposes of inspection.

7. Conditions Precedent. The Underwriter has entered into this Purchase Agreement in reliance upon the respective warranties, representations and agreements of the Successor Agency contained herein and the performance by the Successor Agency of its obligations hereunder, both as of the date hereof and as of the Closing Date.

(a) The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(i) The representations and warranties of the Successor Agency contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(ii) At the time of the Closing, the Official Statement, the Resolution, the Successor Agency 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.

(iii) The Successor Agency shall perform or have performed all of its obligations required under or specified in the Resolution, the Successor Agency Documents and the Official Statement to be performed at or prior to the Closing.

(iv) The Successor Agency shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.

(v) As of the date hereof and at the time of Closing, all necessary official action of the Successor Agency relating to the Successor Agency Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(vi) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Successor Agency, the Act, the Resolution, the



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Successor Agency Documents, Pledged Tax Revenues as the foregoing matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(vii) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(1) The approving opinion of Bond Counsel, addressed to the Successor Agency, the Trustee and the Underwriter, dated the Closing Date, substantially in the form attached as Appendix D to the Official Statement;

(2) The supplemental opinion of Bond Counsel, addressed to the Successor Agency and the Underwriter, dated the Closing Date, to the effect that:

- (A) This Purchase Agreement has been duly executed and delivered by the Successor Agency and is a legal, valid and binding obligation of the Successor Agency, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;
- (B) The statements contained in the Official Statement under the captions: "Introduction", "Introduction", "The Bonds" (except matters under "Book Entry System"), "The Financing Plan," "Security for the Bonds", "Series A Bonds Sources and Uses of Funds", "Limitations on Tax Revenues" and "Tax Matters," insofar as such statements expressly summarize the provisions of the Bonds, the Indenture and the opinion of Bond Counsel attached as Appendix D to the Official Statement, and the statements describing the Indenture contained in Appendix E of the Official Statement insofar as such statements summarize the provisions of the Bonds, the Indenture and the opinion of Bond Counsel, are true, correct and complete in all material respects; and
- (C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Indenture is exempt from qualification pursuant to the Indenture of Trust Act of 1939, as amended (the "Indenture of Trust Act");

(3) The opinion of counsel to the Successor Agency, addressed to the Underwriter, the Trustee and the Successor Agency, dated the Closing Date, and in form and substance satisfactory to the Underwriter, to the effect that:

- (A) There is no action, suit, or proceeding or investigation at law or in equity before or by any court, public board, or body pending, or, to the knowledge of such counsel, threatened against or affecting the Successor Agency to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues pledged under the Indenture, or in any way contesting or affecting the power of the Successor Agency relating to the issuance or validity of the Bonds or the execution, delivery, and performance by the Successor Agency of the Successor Agency Documents, including the assignment of any payments to the Trustee pursuant to the Indenture;
- (B) No event affecting the Successor Agency has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose therein in order to make the statements and information therein with respect to the Successor Agency not misleading in any material respect; the Successor Agency is a body corporate and politic constituting a public corporation and public instrumentality of the State duly created and existing under the constitution and laws of the State;
- (C) The Successor Agency has full legal right, power, and authority to enter into the Successor Agency Documents, including any assignment of any payments to the Trustee pursuant to the Indenture, and to issue the Bonds and apply the proceeds thereof pursuant to the Indenture;
- (D) The Successor Agency has duly authorized, executed, and delivered the Successor Agency Documents and, assuming due authorization, execution, and delivery by the other parties thereto, each constitutes the legal, valid, and binding agreement of the Successor Agency enforceable in accordance with its respective terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of rights of creditors generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law), and compliance with the provisions of each thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the best of the knowledge of such counsel, any court order or decree, or any agreement, contract, or other instrument to which the Successor Agency is a party or is otherwise subject or bound; the distribution of the Preliminary Official Statement and

the execution, delivery, and distribution of the Official Statement have been duly authorized by the Successor Agency;

- (E) No approval or other action is required to be obtained by the Successor Agency from any governmental authority or agency in connection with the issuance and sale of the Bonds, or the execution by the Successor Agency of the Successor Agency Documents or the Official Statement which has not already been obtained or taken, except that the offer and sale of the Bonds in certain jurisdictions may be subject to compliance with the provisions of the securities or blue sky laws of such jurisdictions (as to which no opinion need be expressed);
- (F) The Official Statement has been duly executed and delivered by the Successor Agency; and
- (G) The Resolution of the Successor Agency approving and authorizing the issuance and sale of the Bonds, and the execution and delivery of the Successor Agency Documents and the Official Statement were duly adopted at one or more meetings of the Successor Agency that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout;

(4) A certificate, dated the Closing Date, signed by an authorized officer of the Successor Agency to the effect that:

(a) the representations and agreements of the Successor Agency contained herein are true and correct in all material respects as of the date of the Closing;

(b) the Successor Agency Documents have been duly authorized and executed and are in full force and effect;

(c) except as described in the Official Statement, no litigation is pending or, to his or her knowledge, threatened

(i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds,

(ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution or any Agency Document,

(iii) in any way contesting the creation, existence or powers of the Successor Agency or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or

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(iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Successor Agency or the transactions contemplated by the Official Statement or any Agency Document; and

(d) the information relating to the Successor Agency in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading insofar as it related to the Successor Agency;

(5) Prior to or concurrently with the acceptance of this Purchase Agreement, there shall be delivered to the Underwriter a letter of representations to the effect that:

(a) they are independent auditors within the meaning of Rule 101 of the Code of Professional Ethics and the Rules of Conduct of the American Institute of Certified Public Accountants with respect to the Agency; and

(b) they agree to the inclusion of their reports dated June 30, 2013 and the audited financial statements of the Successor Agency for the fiscal year ended 2013 included as Appendix B to the Official Statement;

(6) Executed or certified copies of the Indenture;

(7) Executed or certified copies of each of the other Agency Documents;

(8) A certified copy of the Resolution;

(9) Evidence satisfactory to the Underwriter of the assignment of the rating of "AA" (stable outlook), with the exception of the 2017-2018 uninsured bonds, which will have the rating of "A", by Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies ("**Standard & Poor's**") and, upon execution and delivery of the Bonds, with the bond insurance with respect to payment of the principal and interest on the Bonds being issued by Assured Guaranty Municipal Corp., the Standard & Poor's underlying rating of "A" on the Bonds (the "**Bond Rating**");

(10) A certificate of Urban Futures, Inc., dated the date of the Closing, addressed to the Successor Agency and the Underwriter, in form and substance acceptable to the Underwriter, certifying as to the accuracy of APPENDIX C—"REPORT OF FISCAL CONSULTANT" and the information in the Official Statement under the caption "THE PROJECT AREA" consenting to the inclusion of such firm's Financial Advisor Report in the Preliminary Official Statement and the Official Statement, and stating that to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report;

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(11) A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that:

(a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriter;

(b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the Indenture;

(c) when delivered to and paid for by the Underwriter at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee;

(d) to the best knowledge of the Trustee, the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and

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

The Successor Agency to the Commerce Community Development Commission  
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(f) certificate regarding compliance with continuing disclosure;

(12) Evidence that a Form 8038 relating to the Bonds has been executed by the Successor Agency and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit;

(13) A certified copy of the resolution of the Oversight Board approving the issuance of the Bonds by the Agency;

(14) A certificate of the Clerk to the Oversight Board to the effect that the resolution is in full force and effect and has not been modified, amended, rescinded or repealed since the date of its adoption;

(15) Copies of the preliminary and final notices to the California Debt and Investment Advisory Agency relating to the Bonds;

(16) A copy of the Final and Conclusive Determination Letter;

(17) Certificate of County Auditor Controller regarding tax increment calculations and no "clawbacks"

(18) A copy of the Successor Agency's executed Blanket Letter of Representation to The Depository Trust Company; and

(19) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Successor Agency with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations and warranties of the Successor Agency herein contained and the due performance or satisfaction by the Successor Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Successor Agency and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

8. Termination. If the Successor Agency shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Successor Agency in writing or by telephone confirmed in writing. If this Purchase Agreement is so terminated, neither the Successor Agency nor the Underwriter shall have any further obligations hereunder, except as set forth in Sections 9 and 12 hereof. The performance by the Successor Agency of any and all of the conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.



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(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Underwriter to the Successor Agency, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or state authority, with respect to federal or California state taxation upon revenues or other income of the general character to be derived by the Successor Agency or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Successor Agency, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

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(3) The declaration of a general banking moratorium by federal, New York or California authorities; or

(4) A default with respect to the debt obligations of the Successor Agency or the State or any political subdivision thereof or proceedings under the bankruptcy laws of the United States or of the State shall have been instituted by the Successor Agency or any agency or political subdivision of the State;

(5) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(6) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(7) There shall be in force the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any national exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Successor Agency or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Indenture of Trust Act; or

(iv) Any change in or particularly affecting the Successor Agency, the Act, the Resolution, the Successor Agency Documents, Revenues as the foregoing matters are described in the Official Statement, which in the professional judgment of the Underwriter impairs, in any way, the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution

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and delivery of any of the Successor Agency Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Indenture of Trust Act, each as amended and as then in effect; or

(vii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Resolution, the Successor Agency Documents or the existence or powers of the Successor Agency in connection with their respective obligations thereunder; or

(viii) A reduction or withdrawal, or the failure by any rating agency rating the Bonds or the Agency of the Bond Rating.

9. Indemnification.

(a) The Successor Agency shall indemnify and hold harmless, to the extent permitted by law, the Underwriter and its respective directors, officers, employees and agents and each person who controls the Underwriter within the meaning of Section 15 of the 1933 Act, against any and all losses, claims, expenses, damages or liabilities, joint or several, (a) to which any such Underwriter indemnitee may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses claims, damages or liabilities (or actions in respect thereof) arise out of a breach of any of the Successor Agency's 's respective representations included in this Purchase Agreement (including a breach the result of which would require in connection with a public offering of the Bonds any security to be registered under the Securities Act or any indenture to be qualified under the Indenture of Trust Act of 1939, as amended), or arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption "UNDERWRITING," and (b) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Successor Agency (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which the Successor Agency may otherwise have to any Underwriter indemnitee.

(b) The Underwriter shall indemnify and hold harmless, to the extent permitted by law, the Successor Agency and their respective directors, officers, members, employees and agents and each person who controls the Successor Agency within the meaning of Section 15 of the 1933 Act, against any and all losses, claims, expenses, damages or liabilities, joint or several, to which such Agency or indemnitee may become subject under any statute or at law or in equity or otherwise but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any

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untrue statement of a material fact contained in, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading in the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption "UNDERWRITING" furnished to the Agency provided the same are in conformity with information the Underwriter provided expressly for use therein. The Underwriter will reimburse the Agency for any reasonable legal or other reasonable expenses reasonably incurred by the Agency in connection with defending any such action. This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriter may otherwise have to any indemnitee. The liability of the Underwriter under this Section 10 shall not exceed the amount of its compensation under this Purchase Agreement.

(c) For purposes of subsection (a) or (b) above, an "Indemnified Party" means an Underwriter indemnitee or an Agency indemnitee as the context dictates and an "Indemnifying Party" means the Successor Agency or the Underwriter who is under the obligation to indemnify an Indemnified Party under this Section 10. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an Indemnified Party under subsection (a), (b) or (c) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsections (a), (b), or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Successor Agency on the one hand and the

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Underwriter on the other from the offering of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Successor Agency, or the Underwriter in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The Successor Agency, and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection. The relative benefits received by the Successor Agency on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Successor Agency relative to the total underwriting discounts and commissions received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Successor Agency or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), the Underwriter shall not have any obligation under this subsection to contribute an amount in excess of the amount of its compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

10. Amendments to Official Statement. During the period commencing on the Closing Date and ending 25 days from the end of the underwriting period, the Successor Agency shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriter, the Successor Agency, an amendment or supplement to the Official Statement is appropriate shall, at its expense, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading. If such notification shall occur after the Closing Date, the Successor Agency shall provide 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.

11. Expenses. The Underwriter shall be under no obligation to pay expenses associated with the issuance of the Bonds except as expressly provided in this Section 11 and the Successor Agency shall pay from available funds or direct the Trustee under the Indenture to pay from the proceeds of the Bonds (to the extent permitted under applicable law) or from other funds of the Successor Agency, certain

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expenses set forth in this Section which are incidental to the performance of the Successor Agency's obligations hereunder, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement, and any amendment or supplement to either thereof; all expenses in connection with the printing, issuance, and delivery of the Bonds; the fees and disbursement of Bond Counsel, Successor Agency's Counsel, Underwriter's Counsel, auditors; the fees and disbursements of the Trustee, and its respective counsel; all expenses in connection with obtaining a rating for the Bonds; all expenses of the Successor Agency in connection with the preparation, printing, execution, and delivery, and any recording or filing required by Bond Counsel, of the Indenture, the Continuing Disclosure Agreement, this Bond Purchase Agreement, and any Financing Statement or notice with respect thereto; the Successor Agency's administrative fees; and all other expenses and costs including, but not limited to, transportation, lodging, meals and entertainment) incident to its obligations in connection with the authorization, issuance, sale, and distribution of the Bonds.

The Underwriter will pay in connection with the public offering and distribution of the Bonds, including CDIA fees.

12. Use of Documents. The Successor Agency hereby authorize the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Successor Agency Documents, and the information contained herein and therein.

13. Qualification of Securities. The Successor Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification.

14. Notices. Any notice or other communication to be given to the Successor Agency under this Purchase Agreement may be given by delivering the same in writing to City of Commerce, 213 East Foothill Boulevard, Commerce, California 91702 and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Ziegler, 2338 Port Aberdeen Place, Newport Beach, California 92660.

15. Benefit. This Purchase Agreement is made solely for the benefit of the Successor Agency and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Successor Agency contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9.

16. Attorneys' Fees. In the event of a dispute arising under this Purchase Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Purchase Agreement.



The Successor Agency to the Commerce Community Development Commission

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17. Governing Law. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CHOICE OF LAW RULES.

18. Counterparts. This Purchase Agreement may be executed in several counterparts, each

*(Signature page follows. Remainder of page intentionally left blank.)*

of which shall be deemed an original hereof.

Very truly yours,

B.C. ZIEGLER AND COMPANY, as Underwriter

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

John Solarczyk  
Managing Director and Authorized Signatory

**Accepted and agreed to on \_\_\_\_\_, 2017**

THE SUCCESSOR AGENCY TO THE COMMERCE  
COMMUNITY DEVELOPMENT COMMISSION

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

Chairperson and Authorized Signatory  
[Vilko Domic, Director of Finance]

*(Signature page to Bond Purchase Agreement. Remainder of page intentionally left blank.)*

## **SCHEDULE I**

### **Outstanding RDA Bonds to be Refunded and Defeased**

The below listed bond issues are collectively referred to as the **"Prior Bonds"**):

- a) Community Development Commission of the City of Commerce Redevelopment Project  
No. 1 Tax Allocation Bonds, Series 2007A

## SCHEDULE II

Principal Amounts, Interest Rates and Prices  
Optional and Mandatory Redemption

### \$00,000,000 Bond\*

#### Successor Agency to the Commerce Community Development Commission Tax Allocation Refunding Bonds, (Tax Exempt) Series 2017A

Maturity	Amount	Interest Rate	Yield	Price
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
0/1/20xx	\$ 000,000	0.000%	0.00%	000.000
	\$0.00			

\*\*AGM Insured.

### \$25,880,000 Bond\*\*

#### Successor Agency to the Commerce Community Development Commission Tax Allocation Refunding Bonds, (Federally Taxable) Series 2017B

Maturity	Amount	Interest Rate	Yield	Price
0/1/20xx	\$ 0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
0/1/20xx	0,000,000	0.000%	0.000%	00.000
	\$0.00			

\* Tax-exempt bonds x-x-xx through x-x-xx are priced to the x-x-x par call

\*\*AGM Un-Insured for 2018 through 2019.

### Redemption

*Optional Redemption.* The Series 2017A Bonds due on or before August 1, 20\_\_ shall not be subject to redemption before their respective stated maturities. The Series 2017A maturing on or after August 1, 20\_\_ shall be subject to call and redemption prior to maturity, at the option of the Successor

Agency, or, absent such designation, pro rata among maturities, and by lot within any one maturity if less than all of the Series 2017A Bonds of a single maturity are to be redeemed, prior to their respective maturity dates, at the option of the Successor Agency, on any date on or after August 1, 20\_\_, from funds derived by the Successor Agency from any source, at the redemption price of the principal amount of Series 2017A Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption.

## EXHIBIT A

### ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

This Certificate is furnished by **B.C. Ziegler and Company**, as underwriter (the “**Underwriter**”), in connection with the sale and issuance by The Successor Agency to the Commerce Community Development Commission (the “**Successor Agency**”) of its \$00,000,000 Successor Agency to the Commerce Community Development Commission Tax Allocation Refunding Bonds, 2017 Series A and 2017 Series B (the “**Bonds**”) issued March 30, 2017. The Underwriter hereby certifies and represents the following, based upon information available:

1. Based on the Underwriter's assessment of the then prevailing market conditions, the Underwriter reasonably expected when it agreed to purchase the Bonds (the “**Sale Date**”) that the first prices at which at least 10% of each maturity of the Bonds would be sold by the Underwriter to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the “**Public**”) would be prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, those listed for each maturity on Schedule A hereto (the “**Initial Offering Prices**”).

2. All of the Bonds have actually been offered to the Public in a bona fide public offering at prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, the Initial Offering Prices.

3. The first price, or yield in the case of obligations sold on a yield basis, at which ten percent (10%) of each maturity of the Bonds has been sold to the Public was at a price not higher than, or, in the case of obligations sold on a yield basis, at a yield not lower than, the Initial Offering Prices [except for the Bonds with the following maturities:].

4. The Underwriter had no reason to believe that any of the Initial Offering Prices of the Bonds exceeded the expected fair market value of the Bonds as of the Sale Date.

The Underwriter understands that the foregoing information will be relied upon by Bond Counsel in connection with rendering its opinion to the Successor Agency that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned's interpretation of any laws; in particular the regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified, the Underwriter has no reason to believe it to be untrue in any material respect.

B.C. ZIEGLER AND COMPANY

By: \_\_\_\_\_  
John Solarczyk, Managing Director

Dated: September \_\_\_\_, 2017



**Exhibit B**  
**PRELIMINARY OFFICIAL STATEMENT**