

CONTRACT OF PURCHASE

**[\$[Series A Par]
Solid Waste System Revenue Certificates of Participation
Series 2017A (Tax-Exempt–Non-AMT)**

**[\$[Series B Par]
Solid Waste System Revenue Certificates of Participation
Series 2017B (Tax-Exempt–AMT)**

**[\$[Series C Par]
Solid Waste System Revenue Certificates of Participation
Series 2017C (Taxable–New Clean Renewable Energy Bonds)**

**[\$[Series D Par]
Solid Waste System Revenue Certificates of Participation
Series 2017D (Taxable)**

[Sale Date]

Santa Barbara County Finance Corporation, Inc.
105 East Anapamu Street
Santa Barbara, California 93101

County of Santa Barbara
105 East Anapamu Street
Santa Barbara, California 93101

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., as representative (the “Representative”), on behalf of itself, Citigroup Global Markets Inc. and Stifel, Nicolaus & Company, Incorporated (collectively, the “Underwriters”) hereby offers to enter into this Contract of Purchase (the “Purchase Contract”) with the Santa Barbara County Finance Corporation, Inc., a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the “Corporation”), and the County of Santa Barbara, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (the “County”), which upon written acceptance of this offer will be binding upon the Corporation, the County and the Underwriters. This offer is made subject to the Corporation’s and the County’s written acceptance to the Representative hereof on or before 5:00 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Corporation and the County by the Representative at any time prior to the acceptance hereof by the Corporation and the County. Capitalized terms used and not defined herein shall have the same meanings as set forth in the Trust Agreement dated as of March 1, 2017 (the “Trust Agreement”), by and among the Corporation, the County and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”).

Section 1. Purchase and Sale of the Certificates. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Corporation, and the Corporation hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$[Series A Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017A (Tax-Exempt–Non AMT) (the “2017A Certificates”), \$[Series B Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017B (Tax-Exempt–AMT) (the “2017B Certificates”), \$[Series C Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017C (New Clean Renewable Energy Bonds) (the “2017C Certificates”), and \$[Series D Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017D (Taxable) (the “2017D Certificates” and, together with the 2017A Certificates, the 2017B Certificates, and the 2017C Certificates the “Certificates”). The Certificates will represent interest at the rates and will mature on the dates and in the principal amounts set forth in Schedule I attached hereto.

The purchase price for the 2017A Certificates shall be \$_____, being the principal amount of the 2017A Certificates, plus a [net] original issue premium of \$_____ and less an underwriter’s discount of \$_____. The purchase price for the 2017B Certificates shall be \$_____, being the principal amount of the 2017B Certificates, plus a [net] original issue premium of \$_____ and less an underwriter’s discount of \$_____. The purchase price for the 2017C Certificates shall be \$_____, being the principal amount of the 2017C Certificates, less an underwriter’s discount of \$_____. The purchase price for the 2017D Certificates shall be \$_____, being the principal amount of the 2017D Certificates, less an underwriter’s discount of \$_____.

The Corporation and the County acknowledge and agree that (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm’s-length commercial transaction among the Corporation, the County and the Underwriters, and the Corporation, the County and the Underwriters have financial and other interests that differ from those of each other; (ii) in connection with such transaction, including the process leading thereto, the Representative is acting solely as a principal and not as an agent or a fiduciary of the Corporation or the County; (iii) the Representative has neither assumed an advisory or fiduciary responsibility in favor of the Corporation or the County with respect to the execution and delivery of the Certificates or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the Corporation or the County on other matters) nor has it assumed any other obligation to the Corporation or the County except the obligations expressly set forth in this Purchase Contract; (iv) the Underwriters have financial and other interests that differ from those of the Corporation or the County; (v) the Corporation and the County have consulted with their own legal and municipal advisors to the extent it deemed appropriate in connection with the execution and delivery of the Certificates; and (vi) other than as imposed by law, the only obligations the Underwriters have to the Corporation and the County with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract.

Section 2. The Certificates. The Certificates shall be substantially in the form described in, shall be executed and delivered and secured under the provisions of, and shall be payable and subject to prepayment as provided in the Trust Agreement. The Certificates are payable from and secured by 2017 Installment Payments made by the County pursuant to the 2017 Installment Purchase Contract, dated as of March 1, 2017 (the “Installment Purchase Contract”), by and between the Corporation and the County, which 2017 Installment Payments are to be assigned to the Trustee pursuant to the Assignment Agreement, dated as of March 1, 2017 (the “Assignment Agreement”), by and between the Corporation and the Trustee. The proceeds of the sale of the Certificates will be used for the purpose of financing various capital improvements to the solid waste system (the “Solid Waste System”) of the County.

Section 3. Public Offering. The Underwriters agree to make a bona fide public offering of all the Certificates initially at prices not in excess of the public offering prices (or yields not less than the yields) set forth on Schedule I attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriters reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Certificates, provided that the Underwriters shall not change the interest rates set forth on Schedule I. The Certificates may be offered and sold to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters, at prices lower than such initial public offering prices. In connection with the sale and delivery of the Certificates, the Representative will deliver an Issue Price Certificate substantially in the form attached hereto as Appendix A.

Section 4. Preliminary Official Statement; Official Statement; Continuing Disclosure.

(a) Preliminary Official Statement. The Corporation and the County have delivered or caused to be delivered to the Representative prior to the execution of this Purchase Contract, copies, which may be electronic copies, of the Preliminary Official Statement dated [POS Date] relating to the Certificates (the “Preliminary Official Statement”). Such Preliminary Official Statement is the official statement deemed final by the County for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) and approved for distribution by the Underwriters by resolutions of the governing boards of the Corporation and of the County. The Corporation and the County hereby authorize the Underwriters to use and promptly distribute, in connection with the execution and delivery of the Certificates, the Preliminary Official Statement and the Official Statement and any supplement or amendment thereto.

(b) Final Official Statement. Within seven (7) business days from the date hereof, and in any event not later than two (2) business days prior to the Closing Date (hereinafter defined), the Corporation and the County shall deliver to the Representative a final Official Statement, which may be in electronic form, executed on behalf of the Corporation and the County by the authorized Representative of such entities, which shall include information omitted from the Preliminary Official Statement in accordance with paragraph (b)(1) of the Rule and with such other amendments or supplements as shall have been approved by the Corporation, the County and the Representative including the cover pages, the appendices thereto and all information incorporated therein by reference (the “Official Statement”), and such additional conformed copies thereof, which may be electronic copies, as the Representative may

reasonably request in sufficient quantities to comply with the Rule and rules of the Municipal Securities Rulemaking Board (the “MSRB”) and to meet potential customer requests for copies of the Official Statement. The Corporation and the County hereby agree to deliver to the Representative an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the SEC.

(c) Continuing Disclosure Agreement. In order to enable the Underwriters to comply with the Rule, the County will execute a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), by and between the County and the Trustee, pursuant to which the County will provide annual financial information and notices of the occurrence of specified events, concurrently with execution and delivery of the Certificates substantially in the form attached as Appendix E to the Preliminary Official Statement and the Official Statement (the “Continuing Disclosure Agreement”).

Section 5. Closing. At 8:30 a.m., California time, on [Closing Date], or such other time as shall be agreed upon by the Representative and the County and the Corporation (the “Closing Date”), the Corporation will deliver or cause to be delivered to the Representative at the offices of Orrick, Herrington & Sutcliffe LLP (“Special Counsel”) in San Francisco, California (or such other location as may be designated by the Representative and approved by the Corporation) the closing documents hereinafter mentioned and, in New York, New York through the F.A.S.T. facilities of The Depository Trust Company (or such other location as may be designated by the Representative and approved by the Corporation), the Certificates in the form of registered book-entry Certificates evidenced by one certificate for each maturity and interest rate of Certificates (which may be typewritten) in denominations of \$5,000 or any multiple thereof, duly executed by the Trustee, and subject to the terms and conditions hereof, the Representative will accept delivery of the Certificates in book-entry form and will pay the purchase price of the Certificates set forth in Section 1 hereof by Federal Funds wire (such delivery and payment being herein referred to as “Closing”).

Section 6. Representations, Warranties and Agreements of the Corporation. The Corporation represents, warrants and covenants with the Underwriters that:

(a) the Corporation is a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, with full legal right, power and authority to sell and deliver the Certificates to the Representative pursuant to the Trust Agreement, and execute, deliver and perform its obligations under this Purchase Contract, the Installment Purchase Contract, the Assignment Agreement and the Trust Agreement (collectively, the “Corporation Legal Documents”) and to carry out and consummate all transactions contemplated by each of the Corporation Legal Documents and the Preliminary Official Statement and the Official Statement, and compliance with the provisions of the Corporation Legal Documents will not materially conflict with or constitute a breach of or default under any applicable constitutional provision, law, administrative regulation, court order or consent decree or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the Corporation is a party or may be otherwise subject;

(b) the resolution adopted by the Corporation on [BRD] approving and authorizing the execution and delivery of the Certificates and the execution and delivery by the Corporation of Corporation Legal Documents and approving the form and authorizing the distribution of the Preliminary Official Statement and authorizing the execution, delivery, and distribution of the Official Statement (the “Corporation Resolution”) were duly adopted at a meeting of the Corporation called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed;

(c) the Corporation has duly authorized and approved the execution and delivery of the Corporation Legal Documents and as of the Closing, the Corporation Legal Documents, assuming due authorization, execution and delivery by the other respective parties thereto, will constitute the legally valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally;

(d) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the Corporation is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Corporation is a party or 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 a default or event of default under any such instrument which breach or default would materially adversely affect the security of the Certificates or the Corporation’s performance under the Corporation Legal Documents; and, as of such times, except as disclosed in the Preliminary Official Statement and the Official Statement, the authorization, execution and delivery of the Corporation Legal Documents and compliance with the provisions of each of the Corporation Legal Documents do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Corporation Legal Documents;

(e) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, notice of which has been given to the Corporation, or by or before any court, governmental agency, public board or body is, or will be, pending or, to the best knowledge of the Corporation, after reasonable investigation, threatened against or affecting the Corporation (i) which in any way contests the existence, organization or powers of the Corporation or the titles of the officers of the Corporation to their respective offices, (ii) affecting, contesting or

seeking to prohibit, restrain or enjoin the execution, delivery, or sale of the Certificates, (iii) in any way contesting or affecting the validity or enforceability of the Corporation Legal Documents, (iv) contesting the power of the Corporation or its authority with respect to the Corporation Legal Documents, (v) contesting the exclusion of interest with respect to the 2017A Certificates and 2017B Certificates from gross income for federal income tax purposes, or (vi) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted 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; nor, to the best knowledge of the Corporation, is there any basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (vi) hereof;

(f) the Corporation is not in any material respect in violation or breach of or default under any applicable law or administrative regulation of the State or the United States of America, or any agency or instrumentality of either of them, or any applicable judgment or decree, or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the Corporation is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation or a breach of or a default under any such instrument, which violation, breach or default would materially adversely affect the security of the Certificates or the Corporation's performance under the Corporation Legal Documents;

(g) the authorization, execution and delivery of the Corporation Legal Documents and compliance with the provisions of the Corporation Legal Documents do not and will not conflict in any material respect with or constitute a material breach of or material default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Corporation Legal Documents;

(h) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the preparation and distribution of the Preliminary Official Statement and the Official Statement or the due performance by the Corporation of its obligations under the Corporation Legal Documents have been duly obtained or made and are in full force and effect;

(i) the information under the headings "The Corporation" in the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date hereof, was true and correct in all material respects, and did not and does not contain a misstatement of any material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading;

(j) the information under the headings “The Corporation” in the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and such information in the Official Statement contains, and up to and including the Closing will contain, no misstatement of any material fact and does not, and up to and including the Closing will not, omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading;

(k) all representations, warranties and agreements of the Corporation shall remain operative and in full force and effect, regardless of any investigations made by or on the Underwriter’s behalf, and shall survive the delivery of the Certificates.

Any certificate signed by any officer of the Corporation and delivered to the Representative pursuant to the Corporation Legal Documents or any document contemplated hereby or thereby shall be deemed a representation and warranty by the Corporation to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same.

Section 7. Representations, Warranties, and Agreements of the County. The County represents, warrants and covenants with the Representative that:

(a) the County is a political subdivision of the State of California, with full legal right, power, and authority to execute, deliver and perform its obligations under this Purchase Contract, the Continuing Disclosure Agreement, the Installment Purchase Contract, the Trust Agreement, the Materials Delivery Commitment & Processing Services Agreements (collectively, the “Delivery Agreements”) by between the County and Marborg Industries, Inc. (“Marborg”) and the County and each of the Cities of Goleta, Santa Barbara and Solvang (collectively, the “Public Participants”), the Disposal Services Agreement by and between the County and Marborg dated November 29, 2016, MSB Investors LLC (“MSB”), the Contract for the Development and Operation of the Tajiguas Resource Recovery Project dated June 22, 2016 (the “Original TRRP Contract”), the Amended Contract for the Development and Operation of the Tajiguas Resource Recovery Project dated November 15, 2016 (the “Amended TRRP Contract”) by and between the County and MSB Investors LLC (“MSB”), and each Direct Agreement, dated _____ (each a “Direct Agreement” and collectively the “Direct Agreements,”) by and among the County, MSB and each Primary Subcontractor (as such term is defined in the TRRP Contract) (all of the foregoing being collectively referred to as the “County Legal Documents”), to carry out and consummate all transactions contemplated by each of the County Legal Documents and the Preliminary Official Statement and the Official Statement, and compliance with the provisions of the Certificates and the County Legal Documents will not materially conflict with or constitute a breach of or default under any applicable constitutional provision, law, administrative regulation, court order or consent decree or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the County is a party or may be otherwise subject;

(b) the approval by the County on July 12, 2016 to execute and delivery of the Amended TRRP Contract and related matters (the “July 12, 2016 Resolution”), the approval by the County on December 13, 2016 of the Amended TRRP Contract (the “December 13, 2016

Resolution”) and the resolution adopted by the County on [BRD] approving and authorizing the execution and delivery of the Certificates and the execution and delivery by the County of the Purchase Contract, the Continuing Disclosure Agreement, the Installment Purchase Contract, the Trust Agreement, the Preliminary Official Statement, the Official Statement and related matters, and approving the form and authorizing the distribution of the Preliminary Official Statement and the Official Statement (the “Bond Resolution” and together with the July 12, 2016 Resolution and the December 13, 2016 Resolution, the “County Resolutions”) were duly adopted at meetings of the Board of Supervisors of the County called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed;

(c) the County has duly authorized the preparation and distribution of the Preliminary Official Statement and the Official Statement and the execution and delivery of the County Legal Documents and as of the Closing, the County Legal Documents, assuming due authorization, execution and delivery by the other respective parties thereto, will constitute the legally valid and binding obligations of the County enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally;

(d) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the County is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or 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 a default or event of default under any such instrument which breach or default would materially adversely affect the security of the Certificates or the County performance under the County Legal Documents; and, as of such times, except as disclosed in the Preliminary Official Statement and the Official Statement, the authorization, execution and delivery of the County Legal Documents and compliance with the provisions of each of the County Legal Documents do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other instrument to which the County (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the County Legal Documents;

(e) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, notice of which has been given to the County, or by or before any court, governmental agency, public board or body is, or will be, pending or, to the best knowledge of the County, after

reasonable investigation, threatened against or affecting the County (i) which in any way contests the existence, organization or powers of the County or the titles of the officers of the County to their respective offices, (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution, delivery, or sale of the Certificates, or the payment or collection of revenues of the County from which the County will pay amounts due under the Installment Purchase Contract, (iii) in any way contesting or affecting the validity or enforceability of the County Legal Documents, (iv) contesting the power of the County or its authority with respect to the County Legal Documents, (v) contesting the exclusion of interest with respect to the 2017A Certificates and 2017B Certificates from gross income for federal income tax purposes, or (vi) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted 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; nor, to the best knowledge of the County, is there any basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (vi) hereof;

(f) the County is not in any material respect in violation or breach of or default under any applicable law or administrative regulation of the State or the United States of America, or any agency or instrumentality of either of them, or any applicable judgment or decree, or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation or a breach of or a default under any such instrument, which violation, breach or default would materially adversely affect the security of the Certificates or the County's performance under the County Legal Documents;

(g) the authorization, execution and delivery of the County Legal Documents and compliance with the provisions of the County Legal Documents do not and will not conflict in any material respect with or constitute a material breach of or material default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the County Legal Documents;

(h) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the preparation and distribution of the Preliminary Official Statement and the Official Statement or the due performance by the County of its obligations under the County Legal Documents have been duly obtained or made and are in full force and effect;

(i) the information in the Preliminary Official Statement (including, without limitation, the information relating to MSB, the Amended TRRP Contract, the material

subcontracts, the Primary Subcontractors, the MRF, the AD facility and the composting facility included in the Feasibility Study included in Appendix A to 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 contained and contains no misstatement of any material fact, and did not and does not omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading, provided, however, (i) the County makes no representation or warranty with respect to the information concerning The Depository Trust Company and its book-entry system, and any statements or omissions made in reliance upon and in conformity with information relating to any Underwriters furnished to the County in writing by such Underwriters expressly for use in the Preliminary Official Statement and any amendment or supplement thereto, and (ii) the County acknowledges that the only information relating to the Underwriters furnished to the County in writing expressly for use in the Preliminary Official Statement and any amendment or supplement thereto is the information under the heading “UNDERWRITING” in the Preliminary Official Statement;

(j) the information in the Official Statement (including, without limitation, the information relating to MSB, the Amended TRRP Contract, the material subcontracts, the Primary Subcontractors, the MRF, the AD facility and the composting facility included in the Feasibility Study included in Appendix A to the Official Statement) is, and at all times subsequent to the date of the Official Statement up to and including the Closing Date will be, true and correct in all material respects, and the information in the Official Statement contains, and up to and including, the Closing Date will contain, no misstatement of any material fact and does not, and up to and including the Closing Date will not, omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading, provided, however, (i) the County makes no representation or warranty with respect to the information concerning the Depository Trust Company and its book-entry system, and any statements or omissions made in reliance upon and in conformity with information relating to any Underwriters furnished to the County in writing by such Underwriters expressly for use in the Official Statement and any amendment or supplement thereto (collectively, the “Excluded Information”), and (ii) the County acknowledges that the only information relating to the Underwriters furnished to the County in writing expressly for use in the Official Statement and any amendment or supplement thereto is the information under the heading “Underwriting” in the Official Statement, and the pricing information appearing on the inside front cover of the Official Statement;

(k) the financial statements of the County as of June 30, 2016 included in the Preliminary Official Statement and the Official Statement fairly present the financial position of the Solid Waste System and results of operations thereof as of the dates and for the periods therein set forth, and have been prepared in accordance with generally accepted accounting principles consistently applied, and there has not been any materially adverse change in the financial condition of the Solid Waste System or its operations since June 30, 2016 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in a materially adverse change in the financial condition of the County or in its operations since June 30, 2016, except as otherwise described in the Preliminary Official Statement and Official Statement;

(l) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the County has not within the last five years failed to comply in any material respect with any continuing disclosure obligation undertaken pursuant to the Rule; and

(m) all representations, warranties and agreements of the County shall remain operative and in full force and effect, regardless of any investigations made by or on the Underwriter's behalf, and shall survive the delivery of the Certificates.

Any certificate signed by any officer of the County and delivered to the Representative pursuant to the County Legal Documents or any document contemplated thereby shall be deemed a representation and warranty by the County to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same;

Section 8. Covenants of County. The County covenant with the Underwriters that:

(a) until the earlier of (i) the date which is twenty-five (25) days after the Corporation delivers the Certificates to the Representative, or (ii) the date the Representative does not retain, directly or as a member of an underwriting syndicate, any unsold balance of the Certificates for sale to the public (the "End of the Underwriting Period"), if any event shall occur of which the Corporation or the County is aware, as a result of which it may be necessary to supplement the Official Statement in order to ensure the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in light of the circumstances under which it was made, not misleading, each of the Corporation and the County shall forthwith notify the Representative of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary or desirable, in the Underwriter's or County's opinion, so that the statements therein as so supplemented will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in light of the circumstances under which it was made, not misleading, and the County shall promptly furnish to the Representative electronic copies of such supplement; provided that unless the Representative delivers written notice to the County in accordance with this provision at or prior to the Closing Date specifying a date (if other than the Closing Date) to be deemed the "End of the Underwriting Period," the Closing Date shall be the "End of the Underwriting Period." If such notice is delivered, and the Representative agrees to notify the County in writing of the date on which no Representative retains, directly or as a member of an underwriting syndicate, any unsold balance of the Certificates for sale to the public;

(b) if the information contained in the Official Statement is amended or supplemented pursuant to Section 8(a) hereof, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the End of the Underwriting Period, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), excluding the Excluded Information, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in the light of the circumstances under which it was made, not misleading;

(c) the County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Certificates 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 Representative may designate; provided, however, that the County shall not be required to register as a dealer or broker or foreign corporation in any such state or jurisdiction or consent to service of process therein; and

(d) between the date hereof and the time of the Closing Date, the County shall not, without the prior written consent of the Underwriters, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by Net Revenues (as defined in the Trust Agreement) of the Solid Waste System, except for such borrowings as may be described in or contemplated by the Official Statement.

Section 9. Conditions to the Obligations of the Underwriters. The Representative hereby enters into this Purchase Contract in reliance upon the representations and warranties of the Corporation and the County contained herein and the representations and warranties contained or to be contained in the documents and instruments to be delivered by the Closing and upon the performance by the Corporation, the County, MSB, the Trustee and each primary subcontractor, being Diani, MarBorg Industries, Inc., Van Dyk Recycling Solutions, Van Dyk Baler Corporation dba, Mustang Renewable Power Ventures (“Mustang”) and BEKON Energy Technologies (collectively, the “Primary Subcontractors”) of their respective obligations both on and as of the date hereof and in reliance on the letter of HF&H Consultants, LLC (the “Consultant”) dated the date of the Preliminary Official Statement in the form set forth in Appendix C hereto (the “Letter Report”) and its consent to include the Consultant’s Report dated [Sale Date] (the “Report”) attached as Appendix A to the Preliminary Official Statement and the Official Statement and any references to the Consultant, the Letter Report and the Report in the Preliminary Official Statement and the Official Statement. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates on the Closing Date shall be subject, at the option of the Representative, to the accuracy in all material respects of the representations and warranties of the Corporation and the County contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Corporation, the County, MSB, the Primary Subcontractors and the Trustee made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the Corporation, the County, MSB, the Primary Subcontractors and the Trustee of their respective obligations to be performed hereunder and under the Certificates, the Corporation Legal Documents and the County Legal Documents at or prior to the date hereof and at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(a) on the Closing Date, the Corporation Legal Documents and the County Legal Documents shall have been duly authorized, executed and delivered by the Corporation and by the County where each is a party, all in substantially the forms heretofore submitted to the Representative, with only such changes as shall have been reasonably agreed to in writing by the Representative or accepted by the Representative as evidenced by its acceptance of delivery of

the Certificates, and shall be in full force and effect; and there shall be in full force and effect such resolutions of the Board of Directors of the Corporation and the Board of Supervisors of the County as, in the opinion of Special Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(b) on the Closing Date, all necessary action of the Corporation and the County relating to the execution, delivery and sale of the Certificates will have been taken and will be in full force and effect and will not have been amended, modified or supplemented;

(c) on or prior to the time of the Closing, the Representative shall have received the following documents, in each case reasonably satisfactory in form and substance to the Representative:

(i) one copy of each of the Corporation Legal Documents and the County Legal Documents, each duly executed and delivered by the respective parties thereto;

(ii) the approving opinion of Special Counsel dated the Closing Date and addressed to the Corporation and the County, substantially in the form attached in Appendix D to the Official Statement, with a reliance letter addressed to the Representative;

(iii) a supplemental opinion of Special Counsel addressed to the Representative substantially to the effect that (1) the Purchase Contract has been duly executed and delivered by the Corporation and the County, and the Purchase Contract constitutes a valid and binding obligation of the Corporation and the County, except as the same may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights, by equitable principles and by the exercise of judicial discretion in appropriate cases and by the limitation on legal remedies against public agencies in the State of California, provided, however, there is no express opinion as to the enforceability of provisions as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein; (2) the statements contained in the Official Statement under the captions "The 2017 Certificates," "Security and Sources of Payment for the 2017 Certificates" and "Tax Matters" and in Appendix C —"Summary Of Principal Legal Documents" thereto, insofar as such statements expressly summarize certain provisions of the Trust Agreement, the Installment Purchase Contract, the Assignment Agreement, the Certificates and the Approving Opinion concerning certain tax matters relating to the Certificates, are accurate in all material respects; and (3) the Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Agreement Act of 1939, as amended;

(iv) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Disclosure Counsel") dated the date of the Closing addressed to the Corporation and the County, with a reliance letter addressed to the Representative, substantially in the form attached hereto as Appendix B;

(v) an opinion of Hawkins Delafield & Wood LLP, counsel to the Underwriters, dated the Closing Date, addressed to the Representative, in form and substance satisfying to the Representative;

(vi) an opinion of the County Counsel as counsel to the Corporation dated the Closing Date and addressed to the Corporation and the Representative substantially to the effect that (1) the Corporation is a nonprofit public benefit corporation of the State of California, duly organized and existing under its articles and the laws of the State of California; (2) the Corporation Resolution was duly adopted at a meeting of the Board of Directors of the Corporation that called and held pursuant to applicable law and with all public notice required by applicable law and at which a quorum, was present and acting throughout, and is in full force and effect and has not been amended or repealed; (3) except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body is pending in which service of process has been completed, or to our knowledge is threatened against or affecting the Corporation (a) to restrain or enjoin the execution, delivery or sale of the Certificates; or (b) in any way contesting or materially affecting the validity or enforceability of the Certificates or the Corporation Legal Documents; or (c) in any way contesting or affecting the existence of the Corporation or the title of any officer of the Corporation to such officer's office; or (d) contesting the power of the Corporation or its authority with respect to the Corporation Legal Documents; or (e) contesting the exclusion of interest with respect to the 2017A Certificates and 2017B Certificates from gross income for federal income tax purposes; or (f) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading; (4) the execution and delivery of the Corporation Legal Documents, the adoption of the Corporation Resolution and compliance by the Corporation with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Corporation a violation or breach of, or constitute a default under (a) any agreement or other instrument to which the Corporation is a party or by which it is bound and with respect to such conflict, violation, breach or default would materially adversely affect the ability of the Corporation to pay 2017 Installment Payments under the Installment Purchase Contract; or (b) any existing law, regulation, court order or consent decree to which the Corporation is subject and that we have, in the exercise of customary professional diligence, recognized as applicable to the Corporation and the transactions contemplated by the Corporation Legal Documents; (5) the Corporation has the necessary power and authority to execute and deliver the Corporation Legal Documents; (6) the Corporation Legal Documents have been duly authorized, executed and delivered by the Corporation and assuming due authorization, execution and delivery by the other parties thereto, the Corporation Legal Documents constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in appropriate cases, to the limitations on legal remedies against nonprofit public benefit corporations in the State of California and to the application of equitable principles if equitable remedies are sought; and (7) no authorization, approval, consent or other order of the United States of America, the State of California, or other governmental authority or agency within the State of California having jurisdiction over the Corporation is required for the valid execution, delivery or performance by the Corporation of the Corporation Legal Documents or for the adoption of the Corporation

Resolution which has not been obtained, except for such actions as may be necessary to be taken to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of any state or jurisdiction of the United States of America, as to which no opinion need be expressed;

(vii) an opinion of the County Counsel dated the Closing Date and addressed to the County and the Representative substantially to the effect that (1) the County is a political subdivision of the State of California, duly organized and existing under its charter and the laws of the State of California; (2) the County Resolutions were duly adopted at meetings of the Board of Supervisors of the County that were called and held pursuant to applicable law and with all public notice required by applicable law and at which a quorum, was present and acting throughout, and is in full force and effect and has not been amended or repealed; (3) except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body is pending in which service of process has been completed, or to our knowledge is threatened against or affecting the County (a) to restrain or enjoin the execution, delivery or sale of the Certificates; or (b) the payment or collection of revenues of the County from which the County will pay amounts due under the Installment Purchase Contract or the pledge thereof; or (c) in any way contesting or materially affecting the validity or enforceability of the Certificates or the County Legal Documents; or (d) in any way contesting or affecting the existence of the County or the title of any officer of the County to such officer's office; or (e) contesting the power of the County or its authority with respect to the County Legal Documents; or (f) contesting the exclusion of interest with respect to 2017A Certificates and 2017B Certificates from gross income for federal income tax purposes; or (g) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading; (4) the execution and delivery of the County Legal Documents, the adoption of the County Resolutions and compliance by the County with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a violation or breach of, or constitute a default under (a) any agreement or other instrument to which the County is a party or by which it is bound and with respect to such conflict, violation, breach or default would materially adversely affect the ability of the County to pay 2017 Installment Payments under the Installment Purchase Contract; or (b) any existing law, regulation, court order or consent decree to which the County is subject and recognized as applicable to the County and the transactions contemplated by the County Legal Documents; (5) the County has the necessary power and authority to execute and deliver the County Legal Documents; (6) the County Legal Documents have been duly authorized, executed and delivered by the County and assuming due authorization, execution and delivery by the other parties thereto, the County Legal Documents constitute legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in appropriate cases, to the limitations on legal remedies against political subdivisions in the State of California and to the application of equitable principles if equitable

remedies are sought; and (7) no authorization, approval, consent or other order of the United States of America, the State of California, or other governmental authority or agency within the State of California having jurisdiction over the County is required for the valid execution, delivery or performance by the County of the County Legal Documents or for the adoption of the County Resolutions which has not been obtained, except for such actions as may be necessary to be taken to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of any state or jurisdiction of the United States of America, as to which no opinion need be expressed;

(viii) a certificate of a duly authorized official of the Corporation dated the Closing Date in form and substance reasonably satisfactory to the Representative to the effect that the Corporation's representations and warranties contained in the Corporation Legal Documents are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date;

(ix) a certificate of a duly authorized official of the County dated the Closing Date in form and substance reasonably satisfactory to the Representative, to the effect that the County's representations and warranties contained in the County Legal Documents are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date;

(x) a certificate of a duly authorized official of the Trustee dated the Closing Date substantially to the effect that (1) 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 Trust Agreement and to execute and deliver the Certificates to the Representative; (2) the Trustee is duly authorized to enter into the Trust Agreement and Assignment Agreement and to execute and deliver the Certificates to the Representative pursuant to the Trust Agreement; (3) when delivered to and paid for by the Underwriters at the Closing, the Certificates will have been duly executed and delivered by the Trustee; (4) the execution and delivery of the Trust Agreement and Assignment Agreement and compliance with the provisions on the Trustee's part contained in the Trust Agreement and Assignment Agreement, 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 Trust Agreement, 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 Trust Agreement 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 Trust Agreement; and (5) 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 Certificates or the Trust Agreement or the collection of revenues to be applied to pay the principal of and interest with respect to the Certificates, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Trust Agreement, 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 Trust Agreement or the power and authority of the Trustee to enter into and perform its duties under the Trust Agreement and to execute and deliver the Certificates to or upon the order of the Representative;

(xi) an opinion of counsel to the Trustee dated the Closing Date and addressed to the Representative, the Corporation and the County substantially to the effect that (1) the Trustee has been duly incorporated as a national banking association under the laws of the United States and is in good standing under the laws of the State of California, duly qualified to do business and to exercise trust powers therein, having full power and authority to enter into and to perform its duties as Trustee under the Trust Agreement and Assignment Agreement; (2) the Trustee has duly authorized, executed and delivered the Trust Agreement, and by all proper corporate action has authorized the acceptance of the trusts of the Trust Agreement; and (3) the Trust Agreement and Assignment Agreement constitutes the legally valid and binding agreement of the Trustee, enforceable against the Trustee in accordance with its terms;

(xii) certified copies of the Corporation Resolution and the County Resolutions;

(xiii) certificates of a duly authorized official of each Public Participant dated the Closing Date substantially to the effect that (1) the Public Participant is a political subdivision of the State of California, duly organized and existing under the laws of the State of California, having the full power and being qualified to enter into and perform its duties under the respective Delivery Agreement; (2) the resolution which authorized the Delivery Agreement was duly adopted at meetings of the Public Participant's board that was called and held pursuant to applicable law and with all public notice required by applicable law and at which a quorum, was present and acting throughout, and is in full force and effect and has not been amended or repealed; (3) no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body is pending in which service of process has been completed, or to our knowledge is threatened against or affecting the Public Participant (a) to restrain or enjoin the execution and delivery of the Delivery Agreement; or (b) the payment or collection of revenues from which the Public Participant will pay amounts due under the Delivery Agreement; or (c) in any way contesting or materially affecting the validity or enforceability of the Delivery Agreement; or (d) in any way contesting or affecting the existence of the Public Participant or the title of any officer of the Public Participant; or (e) contesting the power of the Public Participant or its authority with respect to the Delivery Agreement; or (f) contesting the completeness or accuracy of the information relating to the Public Participant in the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the information relating to the Public Participant in the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of

the circumstances in which they were made, not misleading; (4) the execution and delivery of the Delivery Agreement and compliance with the provisions on the Public Participant's part contained in the respective Delivery Agreement, 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 Public Participant 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 Public Participant to perform its obligations under the respective Delivery Agreement, 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 Public Participant pursuant to the lien created by the respective Delivery Agreement 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 Delivery Agreement; (5) the Public Participant has the necessary power and authority to execute and deliver the respective Delivery Agreement and the respective Delivery Agreement has been duly authorized, executed and delivered by the Public Participant and, assuming due authorization, execution and delivery by the other parties thereto, the respective Delivery Agreement constitute a legal, valid and binding obligation of the Public Participant, enforceable against the Public Participant in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in appropriate cases, to the limitations on legal remedies against political subdivisions in the State of California and to the application of equitable principles if equitable remedies are sought; and (6) no authorization, approval, consent or other order of the United States of America, the State of California, or other governmental authority or agency within the State of California having jurisdiction over the Public Participant is required for the valid execution, delivery or performance by the Public Participant of the respective Delivery Agreement or for the adoption of the resolution which has not been obtained;

(xiv) opinions of the counsels to each Public Participant dated the Closing Date and addressed to the Underwriters substantially to the effect that (1) each Public Participant is a political subdivision of the State of California, duly organized and existing and the laws of the State of California; (2) the resolution which authorized and approved the Delivery Agreement was duly adopted pursuant to applicable law and with all public notice required by applicable law and at which a quorum, was present and acting throughout, and is in full force and effect and has not been amended or repealed; (3) no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body is pending in which service of process has been completed, or to our knowledge is threatened against or affecting the Public Participant (a) to restrain or enjoin the execution and delivery of the Delivery Agreement; or (b) the payment or collection of revenues from which the Public Participant will pay amounts due under the Delivery Agreement; or (c) in any way contesting or materially affecting the validity or enforceability of the Delivery Agreement; or (d) in any way contesting or affecting the existence of the Public Participant or the title of any officer of the Public Participant; or (e) contesting the power of the Public Participant or its authority with respect to the Delivery Agreement; or (f) contesting the completeness or accuracy of the information relating to the Public Participant in the Preliminary Official Statement or the Official Statement or any

supplement or amendment thereto or asserting that the information relating to the Public Participant in the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading; (4) the execution and delivery of the Delivery Agreement, the adoption of the resolution and compliance by the Public Participant with the provisions of the foregoing under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Public Participant a violation or breach of, or constitute a default under (a) any agreement or other instrument to which the Public Participant is a party or by which it is bound and with respect to such conflict, violation, breach or default would materially adversely affect the ability of the Public Participant to perform its obligation under the Delivery Agreement; or (b) any existing law, regulation, court order or consent decree to which the Public Participant is subject, and recognized as applicable to the Public Participant and the transactions contemplated by the Delivery Agreement; (5) the Public Participant has the necessary power and authority to execute and deliver the Delivery Agreement; (6) the Delivery Agreement has been duly authorized, executed and delivered by the Public Participant and assuming due authorization, execution and delivery by the other parties thereto constitutes legal, valid and binding obligations of the Public Participant, enforceable against the Public Participant in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in appropriate cases, to the limitations on legal remedies against political subdivisions in the State of California and to the application of equitable principles if equitable remedies are sought; (7) the authorization, approval, execution, and delivery of the Delivery Agreement does not require any action to be taken under the California Environmental Quality Act; and (8) no authorization, approval, consent or other order of the United States of America, the State of California, or other governmental authority or agency within the State of California having jurisdiction over the Public Participant is required for the valid execution, delivery or performance by the Public Participant of the Delivery Agreement;

(xv) a certificate dated the Closing Date of an authorized officer of MSB substantially to the effect that (1) the representations and warranties of MSB contained in the Amended TRRP Contract and MSB subcontracts as therein provided in Exhibit G and Exhibit Z of the Amended TRRP Contract (the "MSB Subcontracts") are true, accurate and complete in all material respects on and as of the Closing Date as if such representations and warranties had been made on and as of the Closing Date; (2) each of the agreements of MSB to be complied with and each of the obligations to be performed by MSB under the Amended TRRP Contract and MSB Subcontracts on or prior to the Closing Date have been complied with and performed in all material respects; (3) the information regarding MSB and the Amended TRRP Contract set forth in the Preliminary Official Statement as of its date and in the Official Statement as of its date and as of the Closing Date is true, accurate and complete in all material respects; and (4) the Amended TRRP Contract and MSB Contracts have been duly executed and delivered by an authorized officer of MSB and, assuming due execution and delivery thereof by the other parties thereto, is in full force and effect on the Closing Date;

(xvi) certificates dated the Closing Date of an authorized officer of each Primary Subcontractor substantially to the effect that (1) each of the representations and

warranties of the Primary Subcontractors contained in their respective MSB Subcontract, is true, accurate and complete in all material respects on and as of the Closing Date as if such representations and warranties had been made on and as of the Closing Date; (2) each of the MSB Subcontracts of the Primary Subcontractors is to be complied with, and each of the obligations to be performed by, the Primary Subcontractors under the MSB Subcontracts on or prior to the Closing Date, have been complied with and performed in all material respects; (3) the information regarding the Primary Subcontractors and the MSB Subcontracts set forth in the Preliminary Official Statement, as of its date, and in the Official Statement as of its date and as of the Closing Date is true, accurate and complete in all material respects; and (4) the MSB Subcontracts has been duly executed and delivered by an authorized officer of the Primary Subcontractors and, assuming due execution and delivery thereof by the other parties thereto, is in full force and effect on the Closing Date;

(xvii) a certificate dated the Closing Date of an authorized officer of MSB and Mustang substantially to the effect that (1) MSB and Mustang have reviewed local, state and national permit requirements and (2) any and all permits required for construction and the County's issuance of a Notice to Proceed with Construction in accordance with Section 4.7 of the Amended TRRP Contract will be in effect at the Closing Date;

(xviii) evidence that the federal tax information forms 8038 and 8038TC have been prepared for filing;

(xix) evidence of a federal allocation for the 2017C Certificates;

(xx) a copy of the Notice of Proposed Sale and Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855(g) of the California Government Code;

(xxi) a written consent of the Consultant dated the Closing Date and executed by an authorized representative of the Consultant, in form and substance satisfactory to the Corporation, County, and the Underwriters, to the references to the Consultant, its Report and its Letter Report in the Official Statement and to the inclusion of the Report in Appendix A to the Official Statement and confirmation by the Consultant that nothing has occurred that would lead the Consultant to conclude that the assumptions in the Report are no longer reasonable or that the information, conclusions and forecasts in the Report should not be relied upon;

(xxii) evidence that the Certificates have been rated “__” by Standard & Poor's and “__” by “__”;

(xxiii) evidence that the County has received the construction bonds relating to the construction of the Facility as required by the Amended TRRP Contract in form and substance reasonably satisfactory to the Representative;

(xxiv) evidence of construction insurance required by the Amended TRRP Contract in form and substance reasonably satisfactory to the Representative;

(xxv) evidence of construction permits required by [Exhibit L] of the Amended TRRP Contract that are required to commence construction of the TRRP Project; and

(xxvi) such additional legal opinions, certificates, instruments or evidences thereof and other documents as the counsel to the Underwriters or Special Counsel may reasonably request to evidence the due authorization, execution and delivery of the Certificates and the conformity of the Certificates, the Corporation Legal Documents and the County Legal Documents with the terms of the Certificates and the descriptions thereof in the Official Statement and the accuracy of the representations and warranties made herein or in any certificate pursuant hereto;

(d) the Underwriters shall have the right to terminate this Purchase Contract, without liability therefor, except as further set forth in Section 10 hereof, by notification to the Corporation and the County if at any time between the date hereof and the Closing Date:

(i) Legislation shall have been introduced in or favorably reported for passage in either house of the Congress of the United States of America by any committee of such house to which legislation has been referred to for consideration or has been enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, 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 Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the 2017A Certificates and 2017B Certificates or that in the judgment of the Representative materially adversely affects the marketability of the Certificates;

(ii) Legislation shall have been introduced in or favorably reported for passage by either house of the United States Congress by any committee of such house to which such legislation has been referred to for consideration, or has been 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 Certificates, 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 Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the execution, delivery or sale of obligations of the general character of the Certificates, 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 laws as amended and then in effect;

(iii) Any litigation shall be instituted or be pending at the time of the Closing Date to restrain or enjoin the execution, delivery, or sale of the Certificates, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Certificates, the Authorizing Resolution, the Legal Documents or the existence or powers of the Corporation or the County with respect to its obligations under the Legal Documents;

(iv) A general suspension of trading in securities on the New York Stock Exchange, or the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, or a general banking moratorium or limits on loans or the amounts of loans to investment banking firms in general shall have been declared by federal, State of New York or State of California officials authorized to do so;

(v) The introduction, proposal or enactment of any amendment to the United States Constitution or California Constitution or any action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the County or its property, income, securities (or interest thereon), the validity or enforceability of the Installment Purchase Contract or the Certificates;

(vi) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) There shall have occurred any outbreak or increase of hostilities or terrorism or other local, national or international event, act, occurrence, calamity or crisis, or there shall have occurred a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or applicable state bankruptcy laws by or against, any agency or instrumentality of the State of California, any state of the United States or agency thereof, or any city located in the United States having a population of more than one million the effect of which on the financial markets of the United States of America, that the marketability of the Certificates or the market price thereof, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets or the ability of the Underwriters to enforce contracts for the sale of the Certificates;

(viii) There shall have been any material change in the affairs of the Solid Waste System, or the Official Statement shall have been supplemented pursuant to Section 8(a) hereof, and in the reasonable judgment of the Representative, such change or supplement materially affects the marketability of the Certificates or the market price of the Certificates; or

(ix) There shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the County obligations relating to the Solid Waste System, which, in the Representative's reasonable opinion, materially adversely affects the marketability or market price of the Certificates.

Section 10. Expenses.

(a) Whether or not the Underwriters accept execution and delivery of the Certificates as set forth herein, they shall be under no obligation to pay, and the County shall pay out of the proceeds of the Certificates or any other legally available funds of the County, all expenses incidental to the performance of the County and Corporation's obligations hereunder, including but not limited to the cost of printing and delivering the Certificates to the Underwriters, the costs of printing and shipping and electronic distribution of the Preliminary Official Statement and the Official Statement, the fees and disbursements of the Trustee, Special Counsel, Disclosure Counsel, County Counsel, accountants, engineers, economic consultants and any other experts or consultants retained by the County in connection with the execution, delivery and sale of the Certificates, rating agency fees, and any other expenses not specifically identified in paragraph (b) of this Section incurred in connection with the execution, delivery and sale of the Certificates.

(b) Whether or not the Certificates are delivered to the Underwriters as set for herein, the County shall be under no obligation to pay, and the Underwriters shall be responsible for and pay, CUSIP Bureau and CDIAC fees and expenses to qualify the Certificates for sale under any "blue sky" laws, the fees and expenses of counsel to the Underwriters, and all other expenses incurred by the Underwriters in connection with its public offering and distribution of the Certificates not specifically enumerated in paragraph (a) of this Section. Certain payments of such costs may be in the form of the inclusion of such expenses in the expense component of the Underwriters' discount.

Section 11. Notices. Any notice or other communication to be given to the Corporation or the County under this Purchase Contract may be given by delivering the same in writing at the Corporation's and the County's addresses, respectively, set forth above and any such notice or other communication to be given to the Representative shall be delivered to Raymond James & Associates, Inc., One Embarcadero Center, Suite 650, San Francisco, CA 94111, Attention: Robert Larkins.

Section 12. Parties in Interest. This Purchase Contract is made solely for the benefit of the Corporation, the County and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. Except as otherwise provided herein, all the representations and warranties of the parties hereto contained in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters, the County or the Corporation until the earlier of (a) delivery of and payment for the Certificates hereunder, and (b) any termination of this Purchase Contract.

Section 13. Counterparts. This Purchase Contract may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 14. Effectiveness. This Purchase Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the duly authorized officers of the Corporation and the County and shall be valid and enforceable as of the time of such acceptance.

Section 15. Choice of Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California, without regard to conflicts of law.

Section 16. Severability. In the event any provision of this 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.

Section 17. Entire Agreement. The Purchase Contract when accepted by the Corporation and the County in writing as heretofore specified, shall constitute the entire agreement among the Corporation, the County and the Underwriters with respect to the subject matter hereof.

Section 18. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

Section 19. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriters, the County or the Corporation without the prior written consent of the other parties hereto and any purported assignment without such consent shall be null and void.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Purchase Contract, effective as of the day and year first above written.

Raymond James & Associates, Inc.
on behalf of itself and as Representative of the
Underwriters

By: _____

Accepted as of the date hereof:

SANTA BARBARA COUNTY FINANCE
CORPORATION, INC.

By: _____

Name:

Title:

COUNTY OF SANTA BARBARA

By: _____

Name:

Title:

SCHEDULE I

MATURITY SCHEDULE

\$ _____

**Solid Waste System Revenue Certificates of Participation
Series 2017A
(Tax-Exempt–Non-AMT)**

\$ _____

**Solid Waste System Revenue Certificates of Participation
Series 2017B
(Tax-Exempt–AMT)**

\$ _____

**Solid Waste System Revenue Certificates of Participation
Series 2017C (Taxable–New Clean Renewable Energy Bonds)**

\$ _____

**Solid Waste System Revenue Certificates of Participation
Series 2017D
(Taxable)**

APPENDIX A

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

This Certificate is furnished by Raymond James & Associates, Inc., as representative (the “Representative”), on behalf of itself, Stifel, Nicolaus & Company, Incorporated and Citigroup Global Markets Inc. (collectively, the “Underwriters”), in connection with the execution and delivery by the Santa Barbara County Finance Corporation, Inc. (the “Corporation”) of \$_____ aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017A (Tax-Exempt–Non AMT) (the “2017A Certificates”), and \$_____ aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017B (Tax-Exempt–AMT) (the “2017B Certificates” and, together with the 2017A Certificates, the “Certificates”) on the date hereof, and the Representative hereby certifies and represents the following, based upon information available to us:

1. Based on our assessment of the then prevailing market conditions, the Representative reasonably expected when it agreed to purchase the Certificates on [Sale Date] (the “Sale Date”) that the first prices at which at least ___% of each maturity of the 2017A Certificates and 2017B Certificates would be sold by the Underwriters to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriters or wholesales) (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. As of the Sale Date, all of the Certificates were reasonably expected to be offered and 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 the obligations sold on a yield basis, at which at least ___ percent (___%) of each maturity of the Certificates 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 Certificates with the following maturities:]. [For the Certificates maturing on _____ 1, 20__, the Underwriters had no reason to believe that such maturity would be initially sold to the Public at an initial offering price greater than the respective Initial Reoffering Price.] [Further explanation of this failure.]

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

5. The aggregate of the initial offering prices of the Certificates was not greater than \$_____, taking into account net premium on the Certificates.

We understand that the foregoing information will be relied upon by the Corporation and County of Santa Barbara (the “County”) with respect to certain of the representations set forth in the Tax Certificate and by Orrick, Herrington & Sutcliffe LLP, in connection with rendering its opinion

to the Corporation and the County that the interest with respect to the Certificates 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, 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 by us, we have no reason to believe it to be untrue in any material respect.

Raymond James & Associates, Inc.,
on behalf of itself and as Representative of the
Underwriters

By: _____
Rob Larkins
Managing Director

Dated: [Closing Date]

APPENDIX B

DISCLOSURE COUNSEL LETTER

[To Come]

APPENDIX C

[Form of HF&H Consultants, LLC Certificate]

[Sale Date]

County of Santa Barbara
Santa Barbara, California

Santa Barbara County Finance Corporation, Inc.
Santa Barbara, California

Raymond James & Associates, Inc.,
as representative of itself, Stifel, Nicolaus & Company, Incorporated
and Citigroup Global Markets Inc.

This Certificate is furnished pursuant to Section 4(d)(ii) of the Contract of Purchase dated [Sale Date] among the County of Santa Barbara (the “County”), the Santa Barbara County Finance Corporation, Inc. (the “Corporation”) and the Underwriters named therein relating to the sale by the \$[Series A Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017A (Tax-Exempt–Non AMT) (the “2017A Certificates”), \$[Series B Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017B (Tax-Exempt–AMT) (the “2017B Certificates”), \$[Series C Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017C (New Clean Renewable Energy Bonds) (the “2017C Certificates”), and \$[Series D Par] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2017D (Taxable) (the “2017D Certificates” and, together with the 2017A Certificates, the 2017B Certificates, and the 2017C Certificates, the “Certificates”), as more fully described in the Official Statement dated [Sale Date] (the “Official Statement”) prepared in connection with the sale of the Certificates.

The Firm has been retained to act as an independent consultant to prepare a report titled “Feasibility Study” (the “Report”) included as Appendix A to the Official Statement and consent is given to the inclusion of the Report in the Official Statement. The Report was prepared in accordance with generally accepted practices as applied to governmental solid waste collection, disposal and recycling systems.

In connection with the preparation of the Report, personnel of the Firm have participated in telephone conferences or meetings with representatives of the County, MSB Investors, LLC and other project participants in regard to the TRRP Project (as defined in the Official Statement) and the operation of the County’s solid waste collection and disposal system (the “Project”) as described in the Official Statement. The Firm has reviewed the various agreements referred to and summarized in the Report, and has reviewed the report prepared on behalf of the County by D. Edwards, Incorporated, a project management and environmental services firm, as the county’s independent MRF technical consultant in connection with the project as set forth in the

Report (the “Related Report”) and other information expressly referred to in the Report in regard to the Project as described in the Official Statement. The Firm has reviewed the Related Reports and believes that the assumptions used therein are fair and reasonable, that the analysis in the Related Report presents a fair and reasonable basis for the conclusions reached in each Related Report, and that it is reasonable for purposes of the Report to include and rely on the conclusions, assumptions and analysis contained in and the conclusions reached in the Related Report. Nothing has come to the attention of the Firm in relation to the preparation of the Report which would cause it to believe that the Report was, as of its date, or any of the statements in the Official Statement specifically attributed to the Firm or to the Report, as of the date of the Official Statement, inaccurate in any material respect.

In the course of our participation in various discussions and conferences with representatives of the County and other Project participants, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, as of the date hereof no facts have come to the Firm’s attention that would cause us to believe that the Report and any information contained in the Official Statement specifically attributed to the Firm or the Report contains, as of the date hereof, any untrue statement of a material fact or omits to state any material fact which should be stated therein or which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: [Sale Date]

HF&H CONSULTANTS LLC

Name:
Title: