

**CONTRACT OF PURCHASE**

**[\$[Principal Amount A]  
Solid Waste System Revenue Certificates of Participation  
Series 2018A (Tax-Exempt–Non-AMT)**

**[\$[Principal Amount B]  
Solid Waste System Revenue Certificates of Participation  
Series 2018B (Tax-Exempt–AMT)**

**[\$[Principal Amount C]  
Solid Waste System Revenue Certificates of Participation  
Series 2018C (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 Title 3 of the California Government Code (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 November 1, 2018 (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 \$[Principal Amount A] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt–Non AMT) (the “2018A Certificates”), \$[Principal Amount B] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt–AMT) (the “2018B Certificates”), and \$[Principal Amount C] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable) (the “2018C Certificates” and, together with the 2018A Certificates and the 2018B Certificates, the “Certificates”). The Certificates will bear 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 2018A Certificates shall be \$\_\_\_\_\_, being the principal amount of the 2018A Certificates, plus a net original issue premium of \$\_\_\_\_\_ and less an underwriter’s discount of \$\_\_\_\_\_. The purchase price for the 2018B Certificates shall be \$\_\_\_\_\_, being the principal amount of the 2018B Certificates, plus an original issue premium of \$\_\_\_\_\_ and less an underwriter’s discount of \$\_\_\_\_\_. The purchase price for the 2018C Certificates shall be \$\_\_\_\_\_, being the principal amount of the 2018C 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 2018 Installment Payments made by the County pursuant to the 2018 Installment Purchase Contract, dated as of November 1, 2018 (the “Installment Purchase

Contract”), by and between the Corporation and the County, which 2018 Installment Payments are to be assigned to the Trustee pursuant to the Assignment Agreement, dated as of November 1, 2018 (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. (a) The Representative, on behalf of the** Underwriters, agrees to assist the County in establishing the issue price of the Certificates and shall execute and deliver to the County at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the County and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the County under this section to establish the issue price of the Certificates may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor.

[Except as otherwise set forth in Schedule I attached hereto,] the County will treat the first price at which 10% of each maturity of the Certificates (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Contract of Purchase, the Representative shall report to the County the price or prices at which the Underwriters have sold to the public each maturity of Certificates. [If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Representative agrees to promptly report to the County the prices at which Certificates of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Certificates of that maturity have been sold or (ii) the 10% test has been satisfied as to the Certificates of that maturity, provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the County or bond counsel.] For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

*[Schedule I and subsection (c) shall apply only if the Representative agrees to apply the hold-the-offering-price rule, as described below.]*

The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Contract of Purchase at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Contract of Purchase, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the County and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price

rule remains applicable to any maturity of the Certificates, the Underwriters will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

the close of the fifth (5<sup>th</sup>) business day after the sale date; or

the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the County promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Representative confirms that:

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

(A)(i) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below),

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

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a

third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

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

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

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

- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the public),
- (iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Contract of Purchase by all parties.

**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 October 26, 2018 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 2018A Certificates and 2018B 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 general law County operating under Title 3 of the California Government Code, 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 Agreement (the “Marborg Delivery Agreement”) by and between the County and Marborg Industries (“Marborg”), the Materials Delivery Commitment & Processing Services Agreement (the “Public Participants Delivery Agreement” and, together with the Marborg Delivery Agreement, the “Delivery Agreements”) by and between the County and each of the Cities of Goleta, Santa Barbara and Solvang (each, a “Public Participant” and collectively, the “Public Participants”), the Disposal Services Agreement (the “Disposal Services Agreement”) by and between the County and Marborg dated November 29, 2016, the Contract for the Development and Operation of the Tajiguas Resource Recovery Project dated June 22, 2016 (the “Original TRRP Contract”) by and between the County and MSB Investors LLC (“MSB”), as amended by the Amended Contract for the Development and Operation of the

Tajiguas Resource Recovery Project dated November 15, 2016, and the First Amendment dated February 14, 2017, Second Amendment dated November 14, 2017, and Third Amendment dated September 18, 2018 (the “Amended TRRP Contract” and, together with the Original TRRP Contract, the “TRRP Contract”) by and between the County and MSB, and each Direct Agreement (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 Amended 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 Board on July 12, 2016 of the Original TRRP Contract and related matters (the “July 12, 2016 Approval”), the approval by the County on December 13, 2016, February 14, 2017, November 14, 2017, and September 18, 2018 of the Amended TRRP Contract (the “December 13, 2016, February 14, 2017, November 14, 2017, and September 18, 2018 Approvals”) and the resolution adopted by the County on October 16, 2018 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 Approval and the December 13, 2016, February 14, 2017, November 14, 2017, and September 18, 2018 Approvals, the “County Approvals”) 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 2018A Certificates and 2018B 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, 2018 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, 2018 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, 2018, except as otherwise described in the Preliminary Official Statement and Official Statement;

(l) the projected financial results of operations included in Section 4.0 of the Feasibility Report are based on applicable laws, rules and regulations now in effect;

(m) 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;

(n) County Counsel has advised the County that the requirements of the constitutional initiative entitled the “Right to Vote on Taxes Act” (“Proposition 218”) do not apply with respect to the rates and charges applicable to residents and commercial establishments which utilize solid waste collection services within the unincorporated area of the County; and

(o) 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 covenants with the Underwriters that:

(a) until the earlier of (i) the date which is twenty-five (25) days after the Certificates are delivered 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 (i) representations and warranties of the Corporation and the County contained herein and contained or to be contained in the documents and instruments to be delivered by the Closing, and (ii) the performance by the Corporation, the County, MSB, Marborg, the Trustee and each primary subcontractor, being Marborg Recovery, LP, Diani Building Corporation, Van Dyk Baler Corporation dba Van Dyk Recycling Solutions, Mustang Renewable Power Ventures LLC, and BEKON Energy Technologies Inc. (collectively, the “Primary Subcontractors”) of their respective obligations both on and as of the date hereof and as of the Closing. In addition, 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 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 approvals and 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 in the form attached hereto as Appendix E;

(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 2018A Certificates and 2018B 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 2018 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 Title 3 of the California Government Code; (2) the County Approvals 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 are in full force and effect and have 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 2018A Certificates and 2018B 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 2018 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; and (8) County Counsel has advised the County that the requirements of Proposition 218 do not apply with respect to the rates and charges applicable to residents and commercial establishments which utilize solid waste collection services within the unincorporated area of the County;

(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) certified copies of the ordinances or evidence of actions taken by each Public Participant authorizing the Delivery Agreement and executed copies of the executed Delivery Agreements;

(xiv) 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 general law city or charter city, as applicable, 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 ordinance or evidence of actions which authorized the Delivery Agreement was duly adopted or taken, as applicable 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 such ordinance or other action 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 its 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; (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; and (7) (i) with respect to the City Santa Barbara, the City has complied with the applicable notice and protest procedures for all existing rates and charges for solid waste collection services in accordance with the constitutional initiative entitled the "Right to Vote on Taxes Act" ("Proposition 218"), the City believes that it is in compliance with the requirements of Proposition 218 and that it will continue to comply with its covenant to impose rates and charges, including any increases to existing rates and charges, for solid waste collection services within its jurisdiction in conformity with the provisions of Proposition 218, and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City pursuant to Proposition 218 or otherwise, (ii) with respect to the City of Goleta, the City has complied with the applicable notice and protest procedures for all increases in its rates and charges for solid waste collection services in accordance with the Proposition 218, the City believes that it is in compliance with the requirements of Proposition 218 and that it will continue to comply with its covenant to impose rates and charges for solid waste collection services within its jurisdiction in conformity with the provisions of Proposition 218, and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City pursuant to Proposition 218 or otherwise and, (iii) with respect to the City of Solvang, as described in the Preliminary Official Statement, the City Attorney has advised the City that the rates and charges applicable to residents and commercial establishments within the City for solid waste collection services are not subject to the provisions of Proposition 218 and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City;

(xv) opinions of the counsels to each Public Participant dated the Closing Date and addressed to the Underwriters, the County and the Corporation substantially to the effect that (1) each Public Participant is a general law city or charter city, as applicable, of the State of California, duly organized and existing and the laws of the State of California; (2) the ordinance or other actions which authorized the Delivery Agreement was duly adopted or approved, as applicable, at meetings of the Public Participant's governing body that was

called and held pursuant to 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 actions of the Public Participant authorizing the execution and delivery of the Delivery Agreement 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 obligation 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; (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; and (7) (i) with respect to the City of Santa Barbara, the City has complied with the applicable notice and protest procedures for all existing rates and charges for solid waste collection services in accordance

with Proposition 218, the City believes that it is in compliance with the requirements of Proposition 218 and that it will continue to comply with its covenant to impose rates and charges, including any increases to existing rates and charges, for solid waste collection services within its jurisdiction in conformity with the provisions of Proposition 218, and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City pursuant to Proposition 218 or otherwise, (ii) with respect to the City of Goleta, the City has complied with the applicable notice and protest procedures for all increases in its rates and charges for solid waste collection services in accordance with Proposition 218, the City believes that it is in compliance with the requirements of Proposition 218 and that it will continue to comply with its covenant to impose rates and charges for solid waste collection services within its jurisdiction in conformity with the provisions of Proposition 218, and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City pursuant to Proposition 218 or otherwise and, (iii) with respect to the City of Solvang, as described in the Preliminary Official Statement, the City Attorney has advised the City that the rates and charges applicable to residents and commercial establishments within the City for solid waste collection services are not subject to the provisions of Proposition 218 and there have been no legal challenges to increases in the rates and charges for solid waste collection services implemented by the City;

(xvi) 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 TRRP Contract (the “MSB Document”) 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) the agreements of MSB to be complied with and each of the obligations to be performed by MSB under the MSB Document on or prior to the Closing Date have been complied with and performed in all material respects; (3) the information regarding MSB and the MSB Document 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; (4) the MSB Document has 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; and (5) MSB has reviewed local, state and national permit requirements and any and all permits required for MSB to commence construction and for the County’s issuance of a Notice to Proceed with Construction in accordance with Section 4.7 of the Amended TRRP Contract are in effect at the Closing Date;

(xvii) an opinion of counsel to MSB dated the Closing Date and addressed to the Underwriters, the County and the Corporation substantially to the effect that (1) MSB is a limited liability company duly organized under the laws of the State of California and authorized to do business in the State of California; (2) MSB has taken all action required under MSB’s organizational documents to authorize the execution, delivery and performance of the MSB Document to which the Company is a party; (3) the execution and delivery of the MSB Document to which the Company is a party and the performance by MSB of its obligations thereunder do not and will not in any material respect conflict with or constitute on the part of MSB a violation or breach of, or constitute a default under (a) any agreement or other instrument to which MSB 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 MSB to perform its obligation under the MSB Document; or (b) any existing law, regulation, court order or consent decree to which MSB is subject; and (4) the MSB Document to which the Company is a party has been duly authorized, executed and delivered by MSB and, assuming due authorization, execution and delivery by the other party thereto, constitutes a legal, valid and binding obligation of MSB, enforceable against MSB 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, and to the application of equitable principles if equitable remedies are sought;

(xviii) certificates dated the Closing Date of an authorized officer of each Primary Subcontractor (other than Marborg Recovery, LP) substantially to the effect that (1) each of the representations and warranties of the Primary Subcontractor contained in the MSB Subcontract and Direct Agreement (collectively the "Primary Subcontractor Documents") 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 obligations of the Primary Subcontractor under the Primary Subcontractor Documents to be complied with prior to the date hereof, and each of the obligations to be performed by the Primary Subcontractor under the Primary Subcontractor Documents on or prior to the Closing Date, have been complied with and performed in all material respects; (3) the information regarding the Primary Subcontractor and the Primary Subcontractor Documents 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) each Primary Subcontractor Document has been duly executed and delivered by an authorized officer of the Primary Subcontractor and, assuming due execution and delivery thereof by the other parties thereto, is in full force and effect on the Closing Date;

(xix) an opinion of counsel to each Primary Subcontractor (other than Marborg Recovery, LP) dated the Closing Date and addressed to the Underwriters substantially to the effect that (1) the Primary Subcontractor is duly organized under the laws of its state of incorporation and is authorized to do business in the State of California; (2) the Primary Subcontractor has taken all action required under the Primary Subcontractor's organizational documents to authorize the execution, delivery and performance of the Primary Subcontractor Documents; (3) the execution and delivery of the Primary Subcontractor Documents and the performance by the Primary Subcontractor of its obligations thereunder do not and will not in any material respect conflict with or constitute on the part of the Primary Subcontractor a violation or breach of, or constitute a default under (a) any agreement or other instrument to which the Primary Subcontractor 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 Primary Subcontractor to perform its obligation under the Primary Subcontractor Documents; or (b) any existing law, regulation, court order or consent decree to which the Primary Subcontractor is subject; and (4) each Primary Subcontractor Document has been duly authorized, executed and delivered by the Primary Subcontractor and assuming due

authorization, execution and delivery by the other parties thereto constitutes legal, valid and binding obligations of the Primary Subcontractor, enforceable against the Primary Subcontractor 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, and to the application of equitable principles if equitable remedies are sought;

(xx) a certificate dated the Closing Date of an authorized officer of Marborg Recovery, LP substantially to the effect that (1) each of the representations and warranties of Marborg Recovery, LP contained in the MSB Subcontract and the Direct Agreement (collectively the "Marborg Recovery, LP Documents") 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 obligations of Marborg Recovery, LP under the Marborg Recovery, LP Documents to be complied with prior to the date hereof, and each of the obligations to be performed by Marborg Recovery, LP under the Marborg Recovery, LP Documents on or prior to the Closing Date, have been complied with and performed in all material respects; (3) the information regarding Marborg Recovery, LP and the Marborg Recovery, LP Documents 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) each Marborg Recovery, LP Document has been duly executed and delivered by an authorized officer of Marborg Recovery, LP and, assuming due execution and delivery thereof by the other parties thereto, is in full force and effect on the Closing Date;

(xxi) an opinion of counsel to Marborg Recovery, LP dated the Closing Date and addressed to the Underwriters substantially to the effect that (1) Marborg is a California Limited Partnership duly organized under the laws of the State of California; (2) Marborg Recovery, LP has taken all action required under Marborg Recovery, LP's organizational documents to authorize the execution, delivery and performance of the Marborg Recovery, LP Documents; (3) the execution and delivery of the Marborg Recovery, LP Documents and the performance by Marborg Recovery, LP of its obligations thereunder do not and will not in any material respect conflict with or constitute on the part of Marborg Recovery, LP a violation or breach of, or constitute a default under (a) any agreement or other instrument to which Marborg Recovery, LP 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 Marborg Recovery, LP to perform its obligation under the Marborg Recovery, LP Documents; or (b) any existing law, regulation, court order or consent decree to which Marborg Recovery, LP is subject; and (4) each Marborg Recovery, LP Document has been duly authorized, executed and delivered by Marborg Recovery, LP and assuming due authorization, execution and delivery by the other parties thereto constitutes legal, valid and binding obligations of Marborg Recovery, LP, enforceable against Marborg Recovery, LP 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, and to the application of equitable principles if equitable remedies are sought:

(xxii) a certificate dated the Closing Date of an authorized officer of Marborg substantially to the effect that (1) each of the representations and warranties of Marborg contained in the Marborg Delivery Agreement and the Marborg Disposal Services Agreement (collectively the “Marborg Documents”) 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 obligations of Marborg under the Marborg Documents to be complied with prior to the date hereof, and each of the obligations to be performed by Marborg under the Marborg Documents on or prior to the Closing Date, have been complied with and performed in all material respects; (3) the information regarding Marborg and the Marborg Documents 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) each Marborg Document has been duly executed and delivered by an authorized officer of Marborg and, assuming due execution and delivery thereof by the other parties thereto, is in full force and effect on the Closing Date;

(xxiii) an opinion of counsel to Marborg dated the Closing Date and addressed to the Underwriters substantially to the effect that (1) Marborg is a California corporation, duly organized under the laws of the State of California; (2) Marborg has taken all action required under Marborg’s organizational documents to authorize the execution, delivery and performance of the Marborg Documents; (3) the execution and delivery of the Marborg Documents and the performance by Marborg of its obligations thereunder do not and will not in any material respect conflict with or constitute on the part of Marborg a violation or breach of, or constitute a default under (a) any agreement or other instrument to which Marborg 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 Marborg to perform its obligation under the Marborg Documents; or (b) any existing law, regulation, court order or consent decree to which Marborg is subject; and (4) each Marborg Document has been duly authorized, executed and delivered by Marborg and assuming due authorization, execution and delivery by the other parties thereto constitutes legal, valid and binding obligations of Marborg, enforceable against Marborg 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, and to the application of equitable principles if equitable remedies are sought:

(xxiv) the letter of HF&H Consultants, LLC (the “Consultant”) dated the Closing Date in the form set forth in Appendix C hereto;

(xxv) a certificate of D. Edwards, Inc. dated the Closing Date substantially in the form attached hereto as Appendix D;

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

(xxvii) 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;

(xxviii) evidence that the Certificates have been rated “AA” by Standard & Poor’s Ratings Services and “Aa3” by “Moody’s Investor Service”;

(xxix) 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;

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

(xxxi) issuance by the County of a “Notice to Proceed” to start construction;

(xxxii) evidence of construction permits required in Section 2.6.I of the Amended TRRP Contract (Representations and Warranties) that are required to commence construction of the TRRP Project; and

(xxxiii) 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 2018A Certificates and 2018B 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 Trust Agreement 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 forth 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 at \_\_\_\_ p.m. Pacific Standard Time  
on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018.

SANTA BARBARA COUNTY FINANCE  
CORPORATION, INC.

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

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

COUNTY OF SANTA BARBARA

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

**SCHEDULE I**

**MATURITY SCHEDULE**

**[\$[Principal Amount A]  
Solid Waste System Revenue Certificates of Participation  
Series 2018A  
(Tax-Exempt–Non-AMT)]**

<b><u>Maturity (December 1)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				

\$\_\_\_\_\_ % 2018A Term Certificates due December 1, 20\_\_ – Priced to Yield \_\_\_\_\_ %

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

- \* 10% Test Maturities (Sale Date)
- \*\* 10% Test Maturities (Closing Date)
- \*\*\* Hold-the-Price Maturities

**[\$[Principal Amount B]**  
**Solid Waste System Revenue Certificates of Participation**  
**Series 2018B**  
**(Tax-Exempt-AMT)**

<b><u>Maturity</u></b> <b><u>(December 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				

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

**[\$[Principal Amount C]**  
**Solid Waste System Revenue Certificates of Participation**  
**Series 2018C**  
**(Taxable)**

<b><u>Maturity</u></b> <b><u>(December 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
2019				
2020				
2021				
2022				
2023				
2024				

## 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 \$[Principal Amount A] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt–Non AMT) (the “2018A Certificates”), and \$[Principal Amount B] aggregate principal amount of the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt–AMT) (the “2018B Certificates” and, together with the 2018A Certificates, the “Certificates”) on the date hereof, and the Representative hereby certifies and represents the following, based upon information available to us:

[To Be Provided by Bond Counsel]

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**

[Closing Date]

Board of Supervisors  
of the County of Santa Barbara  
Santa Barbara, California

Raymond James & Associates, Inc., as Representative  
San Francisco, California

Re:    \$[Principal Amount A] County of Santa Barbara Solid Waste System Revenue  
          Certificates of Participation, Series 2018A (Tax-Exempt–Non-AMT)  
          \$[Principal Amount B] Solid Waste System Revenue Certificates of Participation,  
          Series 2018B (Tax-Exempt–AMT)  
          \$[Principal Amount C] Solid Waste System Revenue Certificates of Participation,  
          Series 2018C (Taxable)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the County of Santa Barbara, California (the “County”) in connection with the sale of the above-captioned certificates (the “Certificates”) pursuant to a Contract of Purchase, dated [Sale Date] (the “Contract of Purchase”), between the County and Raymond James & Associates, Inc. (the “Representative”, on behalf of itself and as representative of Citigroup Global Markets Inc. and Stifel, Nicolaus & Company, Incorporated (collectively, the “Underwriters”).

In reaching the conclusions set forth below, we examined the record of proceedings submitted to us relative to the execution and delivery of the Certificates and originals or copies certified or otherwise identified to our satisfaction of (i) the Contract of Purchase; (ii) the Official Statement dated [Sale Date] (the "Official Statement"), relating to the Certificates; (iii) the Trust Agreement, dated as of November 1, 2018 (the "2018 Trust Agreement") by and among the County, the Santa Barbara County Finance Corporation, Inc. (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"); (iv) the Installment Purchase Contract, dated as of November 1, 2018, by and between the County and the Corporation (the "2018 Installment Purchase Contract"); (v) the final approving opinion of Special Counsel, (vi) the Assignment Agreement dated as of November 1, 2018 between the Corporation and the Trustee, (vii) the Feasibility Report, included as Appendix A to the Official Statement; and (viii) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate as a basis for our opinion and conclusions. Unless otherwise indicated, capitalized terms used herein have the respective meanings given to such terms in the Official Statement. Our services did not include financial or other non- legal advice.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, and that all documents

submitted to us are authentic and were duly and properly executed by the parties thereto. We have also assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof.

We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with representatives of the County, the County's Municipal Advisor, County Counsel, Special Counsel, HF&H Consultants, LLC, as Feasibility Consultant, the Underwriters, counsel to the Underwriters, and others, during which conferences the content of the Official Statement and related matters were discussed, and, in reliance thereon and on certain documents reviewed by us and on the documents, letters, certificates and opinions described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, that no information has come to the attention of the attorneys in the firm representing the County which caused us to believe that the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or as of its date omitted, or as of the date hereof omits, to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for (i) the expressions of opinion, the assumptions, the projections, estimates and forecasts, the charts, the financial statements or other financial, numerical, economic, demographic or statistical data contained in the Official Statement; (ii) any CUSIP numbers or information relating thereto; (iii) any information with respect to The Depository Trust Company and its book-entry system; (iv) any information contained in the appendices to the Official Statement; and (v) any information with respect to the underwriter or underwriting matters with respect to the Certificates, including but not limited to information under the caption "UNDERWRITING"). We advise you that, other than reviewing the various certificates and opinions regarding the Official Statement delivered in connection with the execution and delivery of the Certificates pursuant to the Contract of Purchase, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof.

By acceptance of this letter you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Official Statement; rather it is a statement of negative assurance regarding factual information that did not come to the attention of attorneys in our firm working on this matter during the limited activities we performed as Disclosure Counsel. Further, in accepting this letter the County recognizes and acknowledges that (i) the scope of those activities performed by us were inherently limited and do not encompass all activities that the County may be responsible to undertake in preparing the Official Statement, (ii) those activities performed by us relied substantially on representations, warranties certifications and opinions made by representatives of the County and others, and are otherwise subject to the matters set forth in this letter, and (iii) while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the County under those laws may differ from those of underwriters in material respects, and the preceding paragraph may not serve the same purpose or provide the same utility to the County as it would to underwriters.

We call attention to the fact that the foregoing conclusions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not

undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or occur (or do not occur), and we expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Certificates or other matters discussed in the Official Statement.

This letter is furnished by us as disclosure counsel to the County. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Certificates or by virtue of this letter. This letter is delivered to the Representative solely for the benefit of the Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person other than the addressees. We express no opinion herein with respect to the validity of the Certificates or the tax treatment of the interest with respect thereto or the compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Certificates. This letter is not intended to be relied upon by holders of Certificates. Our engagement with respect to the Certificates terminates as of the date hereof.

Respectfully submitted,



## APPENDIX C

[Form of HF&H Consultants, LLC Certificate]

[Closing Date]

County of Santa Barbara  
Santa Barbara, California

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

This Certificate is furnished in connection with the sale by the County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt–Non AMT) (the “2018A Certificates”), Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt–AMT) (the “2018B Certificates”), and Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable) (the “2018C Certificates” and, together with the 2018A Certificates and the 2018B 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.

HF&H Consultants, LLC (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 Report) and the operation of the County’s solid waste collection and disposal system (the “System”) 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 TRRP Project and the System as described in the Official Statement. The Firm has reviewed the Related Report 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 the 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. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement relating to the Report, as of the date hereof we have neither solicited nor have 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 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.

The Firm consents to the references to the Firm and its Report in the Official Statement and to the inclusion of the Report in Appendix A to the Official Statement. Subsequent to the date of the Report we have not solicited nor have facts come to the Firm's attention that would lead the Firm 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.

HF&H CONSULTANTS LLC

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Name:

Title:

## APPENDIX D

[Form of DEI Certificate]

[Closing 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 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 County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt–Non AMT) (the “2018A Certificates”), \$ Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt–AMT) (the “2018B Certificates”), Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable) (the “2018C Certificates” and, together with the 2018A Certificates and the 2018B 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.

D. Edwards, Inc. (the “Firm”) was tasked with reviewing the technical, contractual, scheduling and cost components for the Material Recovery Facility portion of the Tajiguas Resource Recovery Project (TRRP). The Firm’s Review and Findings presented on August 20, 2015 (the “Review and Findings”) describes the procedures undertaken by the Firm in connection with preparing the Review and Findings. In connection therewith, 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. We understand that the HF&H Consultants, LLC (the “Consultant”) has reviewed and incorporated the Review and Findings in connection with the preparation of its Report (the “Feasibility Report”) which is included in the Official Statement. We have not been requested by the County to update the Review and Findings since the date of original delivery thereof and we have neither updated the Review and Findings nor done further review beyond what is set forth therein. However, we advise that subject to the foregoing between the date of the Review and Findings and the date hereof, nothing has come to our attention that would lead us to different conclusions than those set forth in the Review and Findings.

The Firm has reviewed the various agreements referred to and summarized in the Review and Findings, and has reviewed other information expressly referred to in the Review and Findings in regard to the TRRP Project. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Feasibility Report, as of the date hereof no facts have come to the Firm's attention that would cause us to believe that the Review and Findings and any information contained in the Feasibility Report specifically attributed to the Firm or the Report contains 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.

D. EDWARDS, INC.

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Name:

Title:

APPENDIX E

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

Raymond James & Associates, Inc.  
San Francisco, California

County of Santa Barbara  
Solid Waste System Revenue Certificates of Participation, Series 2018A (Non-AMT),  
Series 2018B (AMT), and Series 2018C (Taxable) (Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to you, as Representative, pursuant to Section 9(c)(iii) of the Contract of Purchase, dated [Sale Date] (the “Purchase Contract”), among you, as Representative of the Underwriters, the Santa Barbara County Finance Corporation, Inc. (the “Corporation”), and the County of Santa Barbara (the “County”), providing for the purchase of Solid Waste System Revenue Certificates of Participation, Series 2018A (Non-AMT) (the “2018A Certificates”), Solid Waste System Revenue Certificates of Participation, Series 2018B (AMT) (the “2018B Certificates”), and Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable) (the “2018C Certificates” and, together with the 2018A Certificates and the 2018B Certificates, the “Certificates”). The Certificates are being executed and delivered pursuant to a trust agreement, dated as of November 1, 2018 (the “Trust Agreement”), among the County, the Corporation and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement or, if not defined in the Trust Agreement, in the Purchase Contract.

We have delivered our final legal opinion (the “Final Opinion”) as special counsel to the County concerning the validity of the Certificates and certain other matters, dated the date hereof and addressed to the County. You may rely on such opinion as though the same were addressed to you.

In connection with our role as special counsel to the County, we have reviewed the Purchase Contract, the Trust Agreement, the 2018 Installment Purchase Contract, dated as of November 1, 2018 (the “Installment Purchase Contract”), between the County and the Corporation, the tax certificate for the 2018A Certificates and the 2018B Certificates, dated the date hereof (the “Tax Certificates”), opinions of counsel to the County, the Corporation and the Trustee, certificates of the County, the Corporation, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities.

Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the County. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Certificates, the Trust Agreement, the Installment Purchase Contract, the Tax Certificates and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against counties in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any real or personal property described in or as subject to the lien of the Trust Agreement or the Installment Purchase Contract or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Finally, we undertake no responsibility for the accuracy, except as expressly set forth in numbered paragraph 3 below, completeness or fairness of the Official Statement dated [Sale Date] (the "Official Statement") or other offering material relating to the Certificates and express no opinion relating thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Contract has been duly executed and delivered by, and is a valid and binding agreement of, the County and the Corporation.

3. The statements contained in the Official Statement under the captions "THE 2018 CERTIFICATES" (excluding "– Designation of the 2018C Certificates as New Clean Renewable Energy Bonds"), "SECURITY AND SOURCES OF PAYMENT FOR THE 2018 CERTIFICATES" (excluding "– Outstanding Bonds or Contracts", "– Existing Unsecured Obligation Payable from Revenues of the Solid Waste System" and "– Schedule of 2018 Installment Payments"), "TAX MATTERS," APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and APPENDIX D – "FORM OF LEGAL OPINION," excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions

of the Trust Agreement and the Installment Purchase Contract, and the form and content of our Final Opinion, are accurate in all material respects.

This letter is furnished by us as special counsel to the County. No attorney-client relationship has existed or exists between our firm and you in connection with the Certificates or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Representative of the underwriters identified in the Official Statement, is solely for your benefit as such Representative and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Certificates or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP