



\$_____,000
**POMONA PUBLIC FINANCING AUTHORITY
2018 TAXABLE REFUNDING REVENUE BONDS, SERIES BH
(SEWER PROJECTS)**

BOND PURCHASE AGREEMENT

January ___, 2018

City of Pomona
c/o City of Pomona Finance Department
505 South Garey Avenue
Pomona, California 91769

Ladies and Gentlemen:

The undersigned, B. C. Ziegler and Company (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (which, together with Exhibit A attached hereto, is referred to as the “Purchase Contract”) with the City of Pomona, California (the “City”), which, upon the acceptance by the City, will be binding upon the City, and the Underwriter. This offer is made subject to acceptance by the City by the execution of this Purchase Contract and delivery of the same to the Underwriter prior to 11:00 P.M., Pacific Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture, dated as of _____, 2018 (the “Indenture”), by and between the City and Zions Bank, a division of ZB, National Association, as trustee (the “Trustee”).

Section 1. **Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties, and agreements herein set forth, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to issue, sell, and deliver to the Underwriter all (but not less than all) of the Pomona 2018 Taxable Refunding Revenue Bonds, Series BH (Sewer Projects), in the aggregate principal amount of \$_____,000 (the “Bonds”). The Bonds will be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on December 1 and June 1 in each year, commencing June 1, 2018, and shall bear interest at the rates and mature on the dates as set forth in Exhibit A attached hereto.

The aggregate purchase price of the Bonds shall be \$_____ (representing the aggregate principal amount of the Bonds of \$_____,000.00, less an Underwriter’s discount of \$_____).

Section 2. **The Bonds.** The Bonds shall be secured by all of the Net Revenues, all amounts held in the Utility Fund and in the Rate Stabilization Fund described in the Indenture, and any

City of Pomona
January __, 2018
Page 2

other amounts held in any fund or account established pursuant to the Indenture. [Additional information to be inserted.]

The Bonds shall be as described in, and shall be secured under and pursuant to the Indenture substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the City and the Underwriter.

The proceeds of the Bonds shall be used to (i) refund and defease the Pomona Public Financing Authority's 2007 Revenue Bonds, Series BA (Sewer Projets) (the "Refunded Bonds") and (ii) pay the costs incurred in connection with the issuance of the Bonds. The city will enter into an Escrow Agreement (Series BA) (the "Escrow Agreement"), dated the date of the issuance of the Bonds with The Bank Of New York Mellon Trust Company, N.A., as escrow bank and as the prior trustee with respect to the Refunded Bonds that will provide funds sufficient to redeem and refund all of the outstanding Refunded Bonds.

The Bonds, this Purchase Contract, the Indenture, the Continuing Disclosure Certificate of the City dated January __, 2018 (the "Continuing Disclosure Certificate"), the Escrow Agreement, the resolution of the City, adopted on December __, 2017 (the "Resolution"), authorizing the issuance of the Bonds and the execution and delivery of all other ancillary documents and instruments with respect to the issuance of the Bonds (collectively, the "Financing Documents").

Section 3. Public Offering. The Underwriter agrees to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by this reference.

Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A attached hereto.

The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The City acknowledges and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iv) the Underwriter has financial and other interests that differ from those of the City; and (v) the City have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

Section 4. The Official Statement. By its acceptance of this proposal, the City ratify, confirm, and approve of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated _____, 2018 (as supplemented,

City of Pomona
January __, 2018
Page 3

including the cover page, all appendices thereto, all information incorporated therein, and any additional supplements or amendments thereto as have been approved by the City and the Underwriter and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), that authorized officers of the City deemed "final" as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The City hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date of this Purchase Contract, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, all appendices thereto, all information incorporated therein, and any amendments or supplements as have been approved by the City and the Underwriter (the "Official Statement") in such quantity as the Underwriter shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Underwriter hereby agrees that it will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees: (i) to provide the City with final pricing information on the Bonds on a timely basis; and (ii) to promptly file a copy of the Official Statement, including any supplements prepared by the City with the MSRB at <http://emma.msrb.org>. The City hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The City will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

Section 5. **Closing.** At 8:00 a.m., Pacific Daylight Time, on or about January __, 2018 (the "Closing Date"), or at such other time or date as the City and the Underwriter agree upon, the City shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered to The Depository Trust Company, New York, New York ("DTC"), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the the City will deliver the documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, P.C., Newport Beach, California ("Bond Counsel" and "Disclosure Counsel"), or another place to be mutually agreed upon by the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the "Closing."

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars (\$5,000) or any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The City acknowledges that the services of DTC will be used initially by the Underwriter in order to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

The Underwriter hereby agrees to make a bona fide public offering of all Bonds at prices not in excess of the initial public offering prices (or yields) set forth on the inside cover page of the Official Statement, reserving, however, the right to change such yields or prices after the initial public offering as the Underwriter shall deem necessary in connection with the offering of the Bonds upon reasonable notice to, and with the consent of the City. The Underwriter shall provide to the City on the Closing Date a certificate setting forth the offering prices to the public of each maturity of the Bonds at which a

City of Pomona
January ____, 2018
Page 4

substantial amount of such maturities were sold, such certificate to be in a form acceptable to Bond Counsel.

Section 6. Representations, Warranties, and Covenants of the City. The City represents, warrants, and covenants to the Underwriter that:

(a) The City is a municipal corporation duly organized and existing under and by virtue of the laws of the State.

(b) The City has full legal right, power, and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Financing Documents.

(c) By all necessary official action, the City has duly adopted, authorized, and approved the Financing Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Financing Documents and the consummation by it of all other transactions contemplated by the Financing Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Financing Documents will constitute the legally valid and binding obligations of the City 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, or by the exercise of judicial discretion and the limitations on legal remedies against municipal corporations in the State. The City has complied, and will at the Closing be in compliance in all respects, with the terms of the Financing Documents.

(d) The City is not in any material respect in breach of or default under any applicable constitutional provision, law, or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the Financing Documents, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution, and delivery of the Financing Documents, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation, or instrument, except as may be provided by the Financing Documents.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations in

City of Pomona
January ____, 2018
Page 5

connection with the Financing Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Preliminary Official Statement was as of its date, and 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 the Preliminary Official Statement and the Official Statement do not, and will not up to and including the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds, and any other information provided by the Underwriter, as to which no view is expressed).

(g) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(h) As of the date of acceptance hereof and the Closing Date, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental authority, public board, or body, pending, with service of process having been accomplished, or threatened in writing to the City: (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Lease Agreement or of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Financing Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the City to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations, or financial condition of the City; or (iv) 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 to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) There is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of Section 7(h) hereof.

(j) Until the date that is twenty-five (25) days after the "end of the underwriting period" (as defined below), if any event shall occur of which the City is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to

City of Pomona
January ____, 2018
Page 6

the Official Statement necessary, in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the City delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered by the Underwriter to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings to provide annual reports or notices of material events specified in Rule 15c2-12.

(l) The financial statements relating to the receipts, expenditures, and cash balances of the City as of June 30, 2016, attached as Appendix C to the Official Statement, fairly represent the receipts, expenditures, and cash balances of the City. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2016, and there has been no occurrence, circumstance, or combination thereof that is reasonably expected to result in any such materially adverse change.

(m) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate and the other Financing Documents, to provide annual reports and notices of certain events, if material. A description of this undertaking is set forth in Appendix E to the Preliminary Official Statement and will also be set forth in the Official Statement.

(n) The City will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the City will pay the Base Rental Payments in accordance with the Lease Agreement.

(o) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the execution, sale, and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter as to the statements made therein but not of the person signing such certificate.

Section 7. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the City, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the City of their obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

City of Pomona
January ____, 2018
Page 7

(a) The representations, warranties, and covenants of the City contained herein shall be true, complete, and correct at the date hereof and at the time of Closing, as if made on the Closing Date.

(b) At the time of the Closing, the Financing Documents and the Financing Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Financing Documents, the Financing Documents, and the Official Statement shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter.

(c) At the time of the Closing, no default shall have occurred or be existing under the Financing Documents, the Financing Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to pay the Base Rental Payments when due.

(d) In recognition of the desire of the City and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Contract shall be subject to termination in the reasonable discretion of the Underwriter by notification, in writing, to the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Contract:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by any legislation in or by the State, or any decision of any federal or state court or any ruling or regulation (final, temporary, or proposed) or official statement on behalf of any State authority affecting the State tax status of the City, or the interest on or with respect to the Bonds; or

(iii) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by any governmental body, department, or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree, or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary, or proposed), official statement, or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds,

City of Pomona
January ____, 2018
Page 8

including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange that are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State, or New York authorities or the general suspension of trading on any national securities exchange shall have occurred; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency, or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the purchase or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a national rating service that, in the opinion of the Underwriter, materially adversely affects the marketability or the market price of the Bonds; or

(x) the commencement of any action, suit, or proceeding described in Section 6(g) or Section 7(h) hereof shall have occurred.

(e) At or prior to the Closing, the Underwriter shall receive the following documents, in each case in form and substance to the reasonable satisfaction of the Underwriter:

(i) the City Resolution, certified by an authorized official of the City, authorizing the execution and delivery of the Financing Documents and the delivery of the Bonds and the Official Statement;

(ii) the Financing Documents and the Financing Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Underwriter;

(iii) the approving opinion of Bond Counsel dated the Closing Date and addressed to the City, in substantially the form attached as Appendix D to the Official Statement, and a reliance letter thereon addressed to the Underwriter and the Trustee;

City of Pomona
January ____, 2018
Page 9

(iv) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, substantially to the effect that:

(A) the statements in the Official Statement and under the captions "INTRODUCTION," "THE SERIES BH BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES BH BONDS," "SOURCES AND USES OF FUNDS," and "TAX MATTERS," and in "APPENDIX B – SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX D – PROPOSED FORM OF BOND COUNSEL OPINION," to the extent they purport to summarize certain provisions of the Indenture, the Lease Agreement, the Ground Lease, the Continuing Disclosure Certificate, the Bonds and the opinion of Bond Counsel, are accurate in all material respects as of the Closing Date, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data contained therein or with respect to the book-entry system in which the Bonds are initially delivered, or other information included therein by cross-reference;

(B) this Purchase Contract has been duly executed and delivered by the City and is the valid and binding agreement of the City, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting generally the enforcement of creditors' rights and except as its enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public entities in the State of California; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(v) the opinion of Disclosure Counsel dated the Closing Date in the form attached hereto as Exhibit C;

(vi) the Official Statement, executed on behalf of the City, and the Preliminary Official Statement;

(vii) evidence that the ratings on the Bonds are as described in the Official Statement;

(viii) a certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the City at or prior to the Closing Date;

(B) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

City of Pomona
January ____, 2018
Page 10

(C) the information and statements contained in the Official Statement under the caption "THE CITY" did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party or is otherwise subject that would have a material adverse impact on the City's ability to perform its obligations under the Financing Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(ix) a certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the City at or prior to the Closing Date;

(B) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(C) the information and statements contained in the Official Statement (excluding information regarding DTC and its book-entry only system, information under the captions "UNDERWRITING" and "THE CITY," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter) did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Lease Agreement), or other instrument to which the City is a party or is otherwise subject that would have a material adverse impact on the City's ability to perform its obligations under the Financing Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

City of Pomona
January ____, 2018
Page 11

(x) an opinion of the City Attorney of the City of Pomona dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel substantially to the effect that:

(A) the City is a municipal corporation, duly organized and existing under and by virtue of the laws of the State;

(B) the the City Resolution, certified by an authorized official of the City, authorizing the execution and delivery of the Bonds, the Financing Documents, and the Official Statement have been duly adopted, are in full force and effect, and have not been modified, amended, rescinded, or repealed since the respective dates of their adoption;

(C) the Financing Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other parties thereto, if applicable, constitute the valid, legal, and binding agreements of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority, or body pending, with service of process having been accomplished, or threatened in writing against the City challenging the creation, organization, or existence of the City or the validity of the Financing Documents, seeking to restrain or enjoin the payment of the Base Rental Payments or the repayment of the Bonds, in any way contesting or affecting the validity of the Financing Documents, contesting the authority of the City to enter into or perform its obligations under any of the Financing Documents, or which, in any manner, questions the right of the City to pay the Base Rental Payments under the Lease Agreement;

(E) except as otherwise disclosed in the Official Statement, there are no outstanding bonds, notes, or other obligations of the City that are payable from the Base Rental Payments;

(F) the execution and delivery of the Financing Documents and compliance with the provisions thereof do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the Financing Documents;

(G) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution, and delivery of the Financing Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter; and

(H) without having undertaken to determine independently or assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement, nothing has come to such counsel's attention that would lead it to believe that the statements contained in the Official Statement as of the date of the Official Statement and as of the Closing Date (excluding therefrom financial statements and other statistical data, information regarding DTC and its book-entry only system, information under the captions "THE CITY" and "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) a letter from William Mark Levinson, partner of Thompson Coburn LLP, as Underwriter's Counsel ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter to the effect that, based on the information made available to such counsel in its role as Underwriter's Counsel, without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Official Statement, but on the basis of such counsel's participation in conferences with the Underwriter, the City, Bond Counsel, the City Attorney, the Trustee, and others, and such counsel's examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no view or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the information with respect to DTC and the book-entry system, and the information included in the Appendices thereto);

(xii) an opinion of counsel to the Trustee dated the Closing Date and addressed to the Underwriter and the City to the effect that:

(A) the Trustee is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Indenture (the "Trustee Documents") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Trustee Documents;

(B) the Trustee is duly eligible and qualified to act as Trustee under the Trustee Documents;

(C) the Trustee has all requisite power, authority, and legal right to execute and deliver the Trustee Documents and to perform its obligations under the Trustee Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Trustee Documents;

(D) the Trustee has duly executed and delivered the Trustee Documents. Assuming the due authorization, execution, and delivery thereof by the other parties thereto, the Trustee Documents are the legal, valid, and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, except to the extent enforceability thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws

affecting creditors' rights and remedies heretofore or hereafter enacted, and (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(E) the Bonds have been duly authenticated by the Trustee;

(F) the execution, delivery, and performance of the Trustee Documents by the Trustee and the consummation of the transactions contemplated thereby do not and will not (i) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Trustee is a party or by which the Trustee is bound or to which any of the property or assets of the Trustee or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Trustee, or (iii) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Trustee or any of its properties or assets; and

(G) to the knowledge of such counsel, there are no actions, proceedings, or investigations pending or threatened against the Trustee before any court, administrative agency, or tribunal (i) asserting the invalidity of the Trustee Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated thereby, or (iii) that might materially and adversely affect the performance by the Trustee of its obligations under, or the validity or enforceability of, the Trustee Documents;

(xiii) a certificate of the Trustee, dated the Closing Date and signed by an authorized official of Trustee, to the effect that:

(A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Indenture and to authenticate the Bonds;

(B) the Trustee Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Trustee, and the execution, delivery, and performance of the Trustee Documents have been duly authorized by all necessary action of the Trustee;

(C) the Trustee Documents constitute the legal, valid, and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(D) the Bonds have been duly authenticated by a duly authorized officer of the Trustee;

(E) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee Documents or the performance by the Trustee of its duties and obligations under the Trustee Documents;

(F) the execution and delivery by the Trustee of the Trustee Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(G) the Trustee's action in executing and delivering the Trustee Documents will not contravene the articles or bylaws of the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(H) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Trustee, or to the best knowledge of the Trustee, threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trustee Documents or contesting the powers of the Trustee or its authority to enter into and perform its obligations thereunder;

(xiv) copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xv) a copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system, and a copy of the Operational Arrangements Letter of Representations executed by the Trustee;

(xvi) receipt of the Insurance Policy and the Debt Service Reserve Policy to be provided by the Bond Insurer, together with certificates of the Bond Insurer and an opinion of its counsel relating to the legal status of the Bond Insurer, the information pertaining to the Bond Insurer and the Insurance Policy contained in the Official Statement, and the enforceability of the Insurance Policy and the Debt Service Reserve Policy, all in form and substance acceptable to the Underwriter;

(xvii) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12;

(xviii) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12;

(xix) certified copies of the Joint Powers Agreement and all amendments thereto and related certificates issued by the Secretary of State of the State;

(xx) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes

City of Pomona
January ____, 2018
Page 15

the execution and delivery of the Trustee Documents and the authentication and delivery of the Bonds by the Trustee;

(xxi) such additional legal opinions, Bonds, proceedings, instruments, or other documents as Bond Counsel, Underwriter's Counsel, or the Underwriter may reasonably request.

Section 8. Changes in Official Statement. After the Closing the City shall adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within ninety (90) days after the Closing or within twenty-five (25) days following the "end of the underwriting period" (as defined in Section 7(j) hereof), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the City will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The City shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB.

Section 9. Expenses. Whether or not the transactions contemplated by this Purchase Contract are consummated, the Underwriter shall be under no obligation to pay, and the City shall pay only from the proceeds of the Bonds, but only as the City and such other party providing such services may agree, all expenses and costs of the City incident to the performance of their obligations in connection with the authorization, execution, sale, and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Trustee, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel and Disclosure Counsel and other professional advisors employed by the City, costs of preparation, printing, signing, transportation, delivery, and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of City's employees that are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers, fees and disbursements of Underwriter's Counsel, and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

Section 10. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to

B.C. Ziegler and Company
2338 Port Aberdeen Pl.
Newport Beach, California 992660
Attention: John Solarczyk

Any notice or other communication to be given the City under this Purchase Contract may be given by delivering the same in writing to the

City of Pomona
January ____, 2018
Page 16

City of Pomona Finance Department
505 South Garey Avenue
Pomona, California 91769
Attention: Finance Director

All notices or communications hereunder by any party shall be given and served upon each other party.

Section 11. **Parties in Interest.** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, and agreements of the City in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 12. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Section 13. **Counterparts.** This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 14. **Governing Law.** This Purchase Contract shall be governed by the laws of the State of California.

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City of Pomona
January ____, 2018
Page 17

B.C. ZIEGLER AND COMPANY

By: _____
Title: John Solarczyk,
Managing Director and Authorized Officer

Accepted as of the date first stated above at _____ p.m. Pacific Standard Time:
insert time of signature above

CITY OF POMONA

By: _____
Its: Linda Lowry, City Manager

EXHIBIT A

City of Pomona 2018 Taxable Refunding Revenue Bonds, Series BH (Sewer Projects)

MATURITY SCHEDULE

_____ **Serial Bonds**

Maturity Date (____ 1)	Principal Amount	Interest Rate	Price	Yield

\$_____ % **Term Bond**

Maturity Date (____ 1)	Principal Amount	Interest Rate	Price	Yield

EXHIBIT B

**“DEEMED FINAL CERTIFICATE”
FOR
PRELIMINARY OFFICIAL STATEMENT**

**CERTIFICATE OF THE CITY OF POMONA
AS TO FINALITY OF PRELIMINARY OFFICIAL STATEMENT**

To: B.C. Ziegler Company
2338 Port Aberdeen Pl., Suite 1800
Newport Beach, California 92660
Attention: John Solarczyk

Re: City of Pomona 2018 Taxable Refunding Revenue Bonds, Series BH (Sewer Projects)

The undersigned hereby certifies that, as an authorized officer of the City of Pomona (the “City”), I am authorized to execute this certificate on behalf of the City.

I hereby further certify that there has been delivered to the underwriter of the above-captioned bonds (collectively, the “Bonds”), a Preliminary Official Statement, dated _____, 2018 relating to the referenced Bonds, which Preliminary Official Statement the City deems final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12.

IN WITNESS WHEREOF, I hereunto set my hand this ____th day of January, 2018.

CITY OF POMONA

By: _____

* Preliminary, subject to change.

EXHIBIT C

FORM OF DISCLOSURE COUNSEL LETTER

[Closing Date]

B.C. Ziegler and Company
2338 Port Aberdeen Pl., Suite 1800
Newport Beach, California

Re: \$_____ City of Pomona 2018 Taxable Refunding Revenue Bonds, Series BH (Sewer Projects)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the City of Pomona (the "City") in connection the issuance by the City of the above-referenced bonds (the "Bonds"). The Bonds are being delivered pursuant to an Indenture dated as of January __, 2018, by and among the the City and Zions Bank, a division of ZB, National Association, as Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Purchase Agreement dated _____, 2018 (the "Purchase Agreement"), among B.C. Ziegler and Company, as Underwriter and the City. This letter is being delivered to you pursuant to Section 8(e)(vi) of the Purchase Agreement.

We have examined the record of proceedings submitted to us relative to the execution and delivery of the Bonds and originals or copies certified or otherwise identified to our satisfaction of (i) the Indenture and the Continuing Disclosure Certificate executed by the City dated _____, 2018, (ii) the Official Statement for the Bonds dated _____, 2018 (the "Official Statement"), and (iii) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate, including those certificates and opinions delivered pursuant to the Purchase Agreement.

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions, certificates and instructions which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate.

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 and communications with you and your counsel, representatives of the City, the City Attorney, Urban Futures, Inc., the City's Municipal Advisor, and others, during which conferences and in such communications the content of the Official Statement and related matters were discussed, and in reliance thereon and on certain oral and written statements and representations of the City and on certain documents reviewed by us, including 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 City in this matter 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 that we express no view with respect to: (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, or assessed valuations 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 only system; (iv) any information contained

in the appendices to the Official Statement; (v) any information incorporated by reference into the Official Statement (other than Appendix A); (vi) the City's compliance with its obligations to provide notice of the events described in part (b)(5)(i)(C) of Rule 15c2-12 promulgated under the Securities Act of 1934 ("Rule 15c2-12") or to file annual reports or notices of enumerated events; (vii) any information with respect to the underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING"; (viii) information under the caption "ABSENCE OF LITIGATION"; (ix) any information related to the Insurer, its Policy, the Reserve Policy or the information under the caption "BOND INSURANCE"; and (x) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption "RATINGS.") Finally, we advise you that, other than reviewing the various certificates and opinions required by Section 8(e) of the Purchase Agreement, 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. No responsibility is undertaken or opinion rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by, or incorporated by reference in, the Official Statement.

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 the attorneys in our firm working on this matter during the limited activities that we performed as Disclosure Counsel to the City. Our services did not include financial or other non-legal advice.

By acceptance of the letter, you further recognize and acknowledge that: (i) the advice herein is based on certain limited activities performed by specific attorneys in our firm in our role as Disclosure Counsel; (ii) the scope of the activities performed by such attorneys in our role as Disclosure Counsel and for purposes of delivering such advice was inherently limited and does not purport to encompass all activities necessary for compliance by the Underwriter with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as Disclosure Counsel rely in part on representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the City, the Underwriter and others.

This letter is furnished by us as Disclosure Counsel to the City. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered to you solely for your benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose without our prior written consent. This letter is not intended to and may not be relied upon by owners of the Bonds or any beneficial interest therein.

Our engagement with respect to the Bonds terminates as of the date hereof, and we have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed herein or in the Official Statement.

Respectfully submitted,