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**County of San Diego**  
**Certificates of Participation, 2026 Series A**  
**(Multiple Capital Projects)**

**PURCHASE CONTRACT**

\_\_\_\_\_, 2026

County of San Diego  
Finance and General Government Group  
1600 Pacific Highway  
San Diego, California 92101-2469

Ladies and Gentlemen:

[Underwriter], acting on behalf of itself and as Representative (the “Representative”) of the underwriters listed in Exhibit A hereto (collectively, the “Underwriters”), offers to enter into this Purchase Contract (the “Purchase Contract”) with you, the County of San Diego, California (the “County”), for the purchase by the Underwriters of the \$\_\_\_\_\_ County of San Diego Certificates of Participation, 2026 Series A (Multiple Capital Projects) (the “Series 2026A Certificates”).

This offer is made subject to written acceptance by the County at or prior to 11:59 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 County at any time prior to the acceptance hereof by the County. Upon such acceptance this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriters. The Representative is authorized to execute this Purchase Contract and act on behalf of the Underwriters.

Section 1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties and agreements herein set forth, the Underwriters, jointly and severally, hereby agree to purchase, and the County hereby agrees to execute and direct Zions Bancorporation, National Association (the “Trustee”), to authenticate and deliver to the Underwriters, all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of the Series 2026A Certificates at the purchase price of \$\_\_\_\_\_ (representing the principal amount of the Series 2026A Certificates of \$\_\_\_\_\_, plus an original issue premium of \$\_\_\_\_\_ and less an Underwriters’ discount of \$\_\_\_\_\_) (the “Purchase Price”). The Series 2026A Certificates shall be as described in the Official Statement and the Trust Agreement (each as herein defined) and shall be executed, delivered and secured under and pursuant to the Master Trust Agreement, dated as of \_\_\_\_\_ 1, 2026 (the “Trust Agreement”), by and among the County, the San Diego County Capital Asset Leasing Corporation (the “Corporation”) and the Trustee. The principal amounts, maturities and interest rates with respect to the Series 2026A Certificates are as set forth in Exhibit C hereto. The proceeds of the Series 2026A Certificates, together with contributions by the County and grant funding will be applied to (i) finance the costs

of constructing, improving, replacing and acquiring certain capital facilities and equipment all on County-owned property and/or for the beneficial use of the County (collectively, the “Project”) and (ii) pay the costs of execution and delivery of the Series 2026A Certificates. The net proceeds of the Series 2026A Certificates may be used for any additional eligible projects.

The Series 2026A Certificates will be delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2026A Certificates. Individual purchases of the Series 2026A Certificates will be made in book-entry form only.

The County will lease certain real property and all improvements thereon or to be located thereon (the “Leased Property”), to the Corporation pursuant to a Master Site Lease, dated as of \_\_\_\_\_ 1, 2026 (the “Site Lease”), by and between the County and the Corporation, with such Leased Property as more particularly defined therein. The County will sublease the Leased Property from the Corporation pursuant to a Master Facility Lease, dated as of \_\_\_\_\_ 1, 2026 (the “Facility Lease”), by and between the County and the Corporation. The Series 2026A Certificates evidence proportionate undivided interests in base rental payments (the “Base Rental Payments”) to be made by the County as the rental for the Leased Property under and pursuant to the Facility Lease. Pursuant to a Memorandum of Assignment, dated as of \_\_\_\_\_ 1, 2026 (the “Assignment Memorandum”), by and among the County, the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners of the Series 2026A Certificates, among other things, all of its right, title and interest under the Site Lease and all rights to receive Base Rental Payments under the Facility Lease, including the right to receive Base Rental Payments under the Facility Lease.

This Purchase Contract, the Trust Agreement, the Site Lease, the Facility Lease, the Continuing Disclosure Agreement, dated as of \_\_\_\_\_ 1, 2026 (the “Continuing Disclosure Agreement”), by and between the County and Digital Assurance Certification, L.L.C. are referred to collectively herein as the “County Legal Documents”. The Letter of Representations of the Corporation, set forth in Exhibit B hereto (the “Letter of Representations”), the Trust Agreement, the Site Lease, the Facility Lease and the Assignment Memorandum are referred to collectively herein as the “Corporation Legal Documents”. The County Legal Documents and the Corporation Legal Documents are referred to collectively herein as the “Legal Documents”.

The execution and delivery of the Series 2026A Certificates and certain matters relating thereto have been authorized by a resolution of the Corporation (the “Corporation Resolution”) and a resolution of the County (the “County Resolution”). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Trust Agreement.

## Section 2. Delivery of the Official Statement and Other Documents.

(a) The County, on behalf of itself and as agent for the Corporation, agrees to cause to be delivered to the Underwriters the Official Statement (as hereinafter defined), signed on behalf of the County by a duly authorized officer of the County, in the designated electronic format to comply with paragraph (b)(4) of Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission (the “SEC”) pursuant to the

Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The County agrees to deliver such Official Statement within seven (7) business days after the execution hereof, and no later than three (3) business days prior to the date of Closing (as hereinafter defined), provided, however, that failure by the County to so deliver such Official Statement due to any action or failure to act of the Underwriters or their counsel shall not constitute a breach hereunder. The County hereby agrees to deliver to the Underwriters 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.

(b) The County has previously authorized the approval of the Official Statement by execution thereof by a duly authorized officer of the County. By execution of this Purchase Contract, the County confirms that the Preliminary Official Statement dated \_\_\_\_\_, 2026 with respect to the Series 2026A Certificates (together with the appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto, the “Preliminary Official Statement”) was deemed final for purposes of the Rule and represents that the information (excluding the statements and information under the caption “Book-Entry System,” and in Appendix D – “Book-Entry System” and any information relating to the Underwriters provided by the Underwriters in writing for inclusion in the Preliminary Official Statement) contained in the Preliminary Official Statement was as of its date, and is as of the date hereof, true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Preliminary Official Statement, with such changes and amendments as are mutually agreed to by the County, the Corporation and the Representative, including the cover page, inside cover page, the appendices and all information incorporated therein by reference, is herein referred to as the “Official Statement”.

(c) The Representative shall give notice to the County on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule.

(d) Prior to the earlier of (i) receipt of notice from the Representative pursuant to Section 2(c) hereof that an Official Statement is no longer required under the Rule or (ii) 25 days after the Closing, but not thereafter, the County shall provide the Representative with such information regarding the County, its current financial condition and ongoing operations, as the Representative may reasonably request.

(e) In order to assist the Underwriters in complying with the Rule, the County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Agreement is set forth in, and a form of such agreement is contained in, the Preliminary Official Statement and the Official Statement.

Section 3. The Closing. At 8:00 a.m., California Time, on \_\_\_\_\_, 2026, or at such other time or on such earlier or later date as the County and the Representative mutually agree

upon, the County and the Trustee will deliver or cause to be delivered to the Representative the Series 2026A Certificates in book-entry form through or otherwise in care of the facilities of DTC, duly executed and authenticated, and the other documents hereinafter mentioned shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP in Los Angeles, California or at such other location as shall have been mutually agreed upon by the County and the Representative. Subject to the terms and conditions hereof, the Representative will accept delivery of the Series 2026A Certificates and pay the Purchase Price thereof by federal funds to the order of the Trustee in an amount equal to the Purchase Price as set forth in Section 1 hereof (such delivery of and payment for the Series 2026A Certificates is herein called the “Closing”).

Section 4. Public Offering. The Underwriters agree to make a bona fide public offering of all of the Series 2026A Certificates at a price not in excess of their principal amount. The Underwriters reserve the right to change such initial public offering prices or yields as the Underwriters deem necessary following the initial public offering period in connection with the marketing of the Series 2026A Certificates. In connection with the sale and delivery of the Series 2026A Certificates, the Representative will deliver an Issue Price Certificate substantially in the form attached hereto as Exhibit D. The County hereby authorizes the Underwriters to use the forms or copies of the Legal Documents and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2026A Certificates.

Section 5. Liquidated Damages. In the event that the Underwriters fail (other than for a reason permitted by this Purchase Contract) to accept and pay for the Series 2026A Certificates at the Closing, the amount of 1% of the principal amount of the Series 2026A Certificates shall be full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters, and the acceptance of such amount shall constitute a full release and discharge of all claims and rights of the Trustee, the County and the Corporation, against the Underwriters. Full payment for liquidated damages shall be made in Clearinghouse funds within two business days of the day on which the Underwriters failed (other than for a reason permitted by this Purchase Contract) to accept and pay for the Series 2026A Certificates.

Section 6. County Representations, Warranties and Agreements. The County represents and warrants to the Underwriters as follows:

(a) Due Organization and Operation; Legal, Valid and Binding Obligations. The County is a political subdivision of the State of California duly organized and operating pursuant to the Constitution and laws of the State of California and has all necessary power and authority to adopt the County Resolution, execute, deliver and perform its obligations under the Series 2026A Certificates, and to enter into and perform its duties under the County Legal Documents. The County Resolution has been adopted and has not been rescinded, and the County Legal Documents, when executed and delivered by the respective parties thereto, will constitute legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as the 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.

(b) No Conflict. The adoption of the County Resolution and the execution and delivery of the County Legal Documents, and compliance with the provisions thereof, will not in any material respect conflict with, or constitute a breach of or default under, the County's duties under the County Legal Documents, the County Resolution or any law, administrative regulation, court decree, resolution, by-laws or other agreement to which the County is subject or by which it or any of its property is bound.

(c) No Consents Required. After due inquiry, except as may be required under blue sky or other securities laws of any state, or with respect to any permits or approvals heretofore received which are in full force and effect or the requirement for which is otherwise disclosed in the Official Statement, there is no consent, approval, authorization or other order of, or filing with, or certification by, any governmental authority, board, agency or commission or other regulatory authority having jurisdiction over the County, other than the approval and authorization of the Board of Supervisors of the County (the "Board of Supervisors"), required for the adoption of the County Resolution and execution and delivery of the County Legal Documents or the consummation by the County of the other transactions contemplated by the Series 2026A Certificates, the Official Statement, the County Resolution or the County Legal Documents.

(d) No Litigation. There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the County, threatened against the County to restrain or enjoin the delivery of the Series 2026A Certificates or the payments to be made pursuant to the Facility Lease, or in any way contesting or affecting the validity of the County Legal Documents, the County Resolution or the Series 2026A Certificates, or contesting the powers of the County to enter into or perform its obligations under any of the foregoing.

(e) Official Statement Correct and Complete. The information (excluding the statements and information under the caption "Book-Entry System," and in Appendix D – "Book-Entry System" and any information relating to the Underwriters provided by the Underwriters in writing for inclusion in the Official Statement) contained in the Official Statement is as of the date hereof, and will be as of the Closing Date, true and correct in all material respects and such information does not and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Blue Sky Cooperation. The County agrees to cooperate with the Underwriters in endeavoring to qualify the Series 2026A Certificates for offering and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriters may request; *provided, however*, that the County shall not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business in any jurisdiction where it is not now so qualified.

(g) Due Approval of Official Statement Distribution. By official action of the County prior to or concurrently with the execution hereof, the County has duly approved

the distribution of the Preliminary Official Statement and the Official Statement, has duly adopted the County Resolution and has duly authorized and approved the execution and delivery of, and the performance by the County of the obligations on its part contained in, the County Legal Documents and the consummation by it of all other transactions contemplated by the Official Statement and the County Legal Documents.

(h) No Breach or Default. Except as described in the Official Statement, the County is not in breach of or in default under any applicable law or administrative regulation of the State of California 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 County is a party or is otherwise subject which breach or default would have a material and adverse impact on the County's ability to perform its obligations under the Series 2026A Certificates or the County Legal Documents, 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 an event of default under any such instrument.

(i) Agreement to Notify Representative Regarding Official Statement. The County will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Representative. The County will advise the Representative promptly of the institution of any proceedings known to it seeking to prohibit or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Series 2026A Certificates.

(j) Agreement to Amend Official Statement. If at any time from the date hereof to and including twenty-five (25) days after the end of the underwriting period in the reasonable opinion of the Representative, the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County will prepare an amendment or supplement to the Official Statement in form and substance satisfactory to the Representative; provided that all expenses thereby incurred (including printing expenses) will be paid for by the County.

Unless otherwise notified in writing by the Representative on or prior to the date of Closing, the County may assume that the "end of the underwriting period" for the Series 2026A Certificates for all purposes of the Rule, is the date of Closing. In the event such notice is given in writing by the Representative, the Representative agrees to notify the County in writing following the occurrence of the "end of the underwriting period" as defined in the Rule for the Series 2026A Certificates. The "end of the underwriting period" as used in this Purchase Contract shall mean the date of Closing or such later date as to which notice is given by the Representative in accordance with the preceding sentence.

(k) Amendments to Official Statement Correct and Complete. If the information contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each 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 date twenty-five (25) days after the end of the underwriting period, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will be true and correct in all material respects and such information will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the information therein, in the light of the circumstances under which it was made, not misleading. If at any time prior to the earlier of (i) receipt of notice from the Representative pursuant to Section 2(c) hereof that an Official Statement is no longer required to be delivered; and (ii) twenty-five (25) days after the end of the underwriting period, any event occurs with respect to the County as a result of which the Official Statement as then amended or supplemented might include 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, the County shall promptly notify the Representative in writing of such event. Any information supplied by the County for inclusion in any amendment or supplement to the Official Statement will not contain any untrue or misleading statement of a material fact relating to the County or omit to state any material fact relating to the County necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information under Appendix D – “Book-Entry System” and any information relating to the Underwriters provided by the Underwriters in writing for inclusion in the Official Statement.

(l) No Default. The County represents that it is not, and has not been at any time, in default as to principal or interest with respect to any indebtedness for borrowed money issued or guaranteed by it.

(m) Agreement to Preserve Tax Exemption. The County covenants that it will not take any action which would cause interest with respect to the Series 2026A Certificates to be subject to federal income taxation or California personal income taxes (other than to the extent the Series 2026A Certificates will be subject to federal income taxation as described under the caption “Tax Matters” in the Official Statement).

(n) County Financial Statements. The financial statements of, and other financial information regarding, the County in the Official Statement fairly present the financial condition and results of the operations of the County as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles as consistently applied.

(o) Continuing Disclosure Compliance. The County has complied in all material respects during the previous five years with its continuing disclosure obligations in accordance with the Rule.

Section 7. Letter of Representations. The Underwriters’ obligations under this Purchase Contract are and shall be subject to the receipt of the Letter of Representations from the Corporation in substantially the form attached hereto as Exhibit B.

Section 8. Underwriters' Representations, Warranties and Agreements. The Underwriters represent, warrant to and agree with the County that, as of the date of hereof and as of the Closing Date:

(a) The execution and delivery hereof and the consummation of the transactions contemplated hereby do not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;

(b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been and will be submitted to the MSRB;

(c) The Underwriters have not paid or agreed to pay, nor will they pay or agree to pay, any entity, company, firm, or person, other than a bona fide officer, agent or employee working for the Underwriters, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Contract; and

(d) With respect to the County, representatives of the County have responded fully to the Underwriters' requests for information and there are no pending or unanswered requests for information from the County.

Section 9. Conditions to the Obligations of the Underwriters. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the County contained herein and of the Corporation contained in its Letter of Representations, the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing, the performance by the County of its obligations hereunder, and the performance by the Corporation of its obligations contained in its Letter of Representations, and the opinions of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California ("Special Counsel"), counsel to the Trustee, counsel to the County, counsel to the Corporation and counsel to the Underwriters described hereafter. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2026A Certificates shall be conditioned upon and subject to (i) the performance by the County and the Trustee of their respective obligations to be performed hereunder and under such documents and instruments as shall reasonably be requested by the Representative or counsel to the Underwriters at or prior to the Closing, (ii) the execution and delivery by the Corporation of the Corporation Letter of Representations and the performance by the Corporation of its obligations thereunder at and prior to the Closing and (iii) the accuracy in all material respects, in the reasonable judgment of the Underwriters, of the representations and warranties of the County herein and shall also be subject to the following additional conditions:

(a) Bring-down of Representations. The representations, warranties and agreements of the County and the Corporation contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing.

(b) Authorization, Execution and Delivery of Documents. At the Closing, the Legal Documents, the Series 2026A Certificates and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto and the County Resolution and the Corporation Resolution shall have been duly adopted, in substantially



the forms heretofore submitted to the Representative, with only such changes as shall have been agreed to in writing by the Representative, and said agreements and resolutions shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative, and each shall be in full force and effect.

(c) No Amendment of Official Statement. At the Closing, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative.

(d) No Material Adverse Change. At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the operations of the County, from that set forth in the Official Statement that makes it, in the reasonable judgment of the Representative, impracticable to market the Series 2026A Certificates on the terms and in the manner contemplated by the Official Statement;

(e) Marketability Adversely Affected. In the judgment of the Representative, between the date hereof and the Closing, the marketability of the Series 2026A Certificates at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected by reason of any of the following:

(1) Legislation, Judicial Decisions or Rulings. An amendment to the Constitution of the United States or the constitution of the State of California shall have been passed or legislation enacted, introduced in the Congress or in the legislature of the State of California or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) Regarding Federal Tax Exemption – by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon payments of the general character of the Base Rental Payments as would be received by the Trustee or upon such interest as would be received by the Owners of the Series 2026A Certificates; or

(ii) Regarding State Tax Exemption – by or on behalf of the State of California or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon payments of the general character of the Base Rental Payments as would be received by the Trustee or upon such interest as would be received by the Owners of the Series 2026A Certificates; or

(iii) Regarding Federal or State Tax Rates – by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or by or on behalf of the State of California or the California

Franchise Tax Board, with the purpose or effect, directly or indirectly, of changing the federal or State of California income tax rates, respectively; or

(iv) Regarding Securities Registration Exemption – by or on behalf of the U.S. Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2026A Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended (the “Act”), or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”);

(2) War. The United States’ engagement, alone or as a participant, in an outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis the effect of which in the Representative’s reasonable judgment makes it impracticable or impossible to proceed with the solicitation of offers to purchase the Series 2026A Certificates on the terms and in the manner contemplated by the Official Statement;

(3) Banking Moratorium. The declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) Securities Exchange Restrictions. Trading generally shall have been suspended or materially limited on or by the New York Stock Exchange or other national securities 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 Series 2026A Certificates or obligations of the general character of the Series 2026A 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, underwriters;

(5) Regarding Federal Securities Laws. An order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the execution, delivery, offering or sale of obligations of the general character of the Series 2026A Certificates, or the execution, delivery, offering or sale of the Series 2026A Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of any federal securities law as amended and then in effect;

(6) Official Statement Untrue or Incomplete. 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 Official Statement, or has the effect that the Official Statement

contains any untrue statement of a material fact 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;

(7) Certain Amendments to the Official Statement. An event described in Paragraph 6(j) hereof occurs prior to the Closing which, in the reasonable judgment of the Representative, requires or has required a supplement or amendment to the Official Statement; or

(8) Action by Rating Agencies. Any downgrading, suspension or withdrawal, or any official statement as to a possible downgrading, suspension or withdrawal, of any rating by Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings, a division of S&P Global Inc. ("S&P"), or Fitch Ratings, Inc. ("Fitch") of any obligations of the County (excluding obligations for which the County acts merely as a conduit issuer) including the Series 2026A Certificates.

(f) At or prior to the Closing, the Representative shall have received the following documents, in each case satisfactory in form and substance to them and their counsel:

(1) Opinion of Special Counsel. The approving opinion of Special Counsel in substantially the form included as Appendix E to the Official Statement, dated the date of Closing, addressed to the County and the Underwriters (or a reliance letter to the Underwriters);

(2) Supplemental Opinion of Special Counsel. A supplemental opinion of Special Counsel in form and substance satisfactory to the Representative, dated the date of Closing, addressed to the County and the Representative to the effect that:

(i) Specified Sections of the Official Statement Correct and Complete – the statements contained in the Official Statement under the captions "The Series 2026A Certificates" (except for any information relating to DTC and its book-entry system), "Security and Sources of Payment for the Certificates," and "Tax Matters" and in Appendix C – "Summary of Principal Legal Documents" excluding any material that may be treated as included under such captions by cross reference or other reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Series 2026A Certificates, the Trust Agreement, the Site Lease, the Facility Lease and the Assignment Memorandum or set out the content of the opinion of Special Counsel, are accurate in all material respects;

(ii) Due Execution and Delivery; Valid and Binding Agreements – the Purchase Contract has been duly executed and delivered by the County and (assuming due authorization, execution and delivery against the other parties thereto) is a valid and binding agreement of the County, except as

limited by bankruptcy, insolvency, reorganization, 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, and except for any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained therein; and

(iii) Securities Registration Exemption – the Series 2026A Certificates are not subject to the registration requirements of the Act and the Trust Agreement is exempt from qualification under the Trust Indenture Act;

(3) Opinion of County Counsel. An opinion of County Counsel, dated the date of Closing, in form and substance satisfactory to the Representative, addressed to the County, the Trustee and the Representative, to the effect that:

(i) Due Organization and Existence – the County is a political subdivision of the State of California duly organized and validly existing under the Constitution and the laws of the State of California;

(ii) Due Adoption – the County Resolution approving and authorizing the execution and delivery of the County Legal Documents and approving the Official Statement was duly adopted at a meeting of the Board of Supervisors of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

(iii) No Litigation – except as disclosed in the Official Statement, there is no action, suit or proceeding pending or, to the best knowledge of such Counsel, threatened against the County to (i) restrain or enjoin the execution or delivery of any of the Series 2026A Certificates or the County Legal Documents, (ii) in any way contesting or affecting the validity of the Series 2026A Certificates, the County Legal Documents, the County Resolution or the authority the County to enter into the County Legal Documents, or (iii) in any way contesting or affecting the powers of the County in connection with any action contemplated by the Official Statement, the County Resolution or the County Legal Documents;

(iv) No Conflict – the execution and delivery of the County Legal Documents, the adoption of the County Resolution, the approval of the Official Statement, and compliance with the provisions thereof and hereof, 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 breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject;

(v) Due Authorization, Execution and Delivery; Legal, Valid and Binding Agreements – 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 constitute legal, valid and binding agreements of the County enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies imposed on actions against counties in the State of California;

(vi) No Consents Required – Official Statement, County Legal Documents – no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the County Board of Supervisors, is required for the valid authorization, execution and delivery of the County Legal Documents and the approval of the Official Statement; and

(vii) Preliminary Official Statement; Official Statement – based upon examinations which he has made and his discussions in conferences with certain officials of the County and others with respect to the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (including the Appendices attached thereto), nothing has come to his attention which would lead him to believe that Preliminary Official Statement, as of its date and as of \_\_\_\_\_, 2026, or the Official Statement as of its date and as of the date of Closing (in each case other than financial and statistical data therein and incorporated therein by reference, and other than information relating to the DTC Book-Entry System, as to which no opinion need be expressed), contained or contains an 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;

(4) Opinion of Counsel to the Corporation. An opinion of counsel to the Corporation (which may be counsel to the County), dated the date of Closing, in form and substance satisfactory to the Representative, addressed to the County, the Trustee and the Representative, to the effect that:

(i) Due Organization and Existence – the Corporation is a nonprofit public benefit corporation duly organized and validly existing under and by virtue of the laws of the State of California;

(ii) Full Power and Authority of the Corporation – the Corporation has full legal power and adequate authority to adopt the

Corporation Resolution, to enter into the Corporation Legal Documents, and to own or lease its properties and to carry on its business as now conducted and as contemplated by the Corporation Legal Documents and the Official Statement;

(iii) Due Authorization, Execution and Delivery; Legal, Valid and Binding Agreements – the Corporation Resolution has been duly adopted by the Corporation and the Corporation Legal Documents have been duly authorized by all necessary official action on the part of the Corporation, have been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Corporation, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies imposed on actions against counties in the State of California;

(iv) Description of Corporation in the Preliminary Official Statement and the Official Statement Correct and Complete – the description of the Corporation in the Preliminary Official Statement and the Official Statement is correct and does not omit any statement necessary to make such description not misleading in any material respect;

(v) No Litigation – except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit or proceeding pending or, to the best knowledge of such Counsel, threatened against the Corporation to (i) restrain or enjoin the execution or delivery of any of the Series 2026A Certificates or the Corporation Legal Documents, (ii) in any way contesting or affecting the validity of the Series 2026A Certificates, the Corporation Legal Documents, the Corporation Resolution or the authority of the Corporation to enter into the Corporation Legal Documents, or (iii) in any way contesting or affecting the powers of the Corporation in connection with any action contemplated by the Official Statement, the Corporation Resolution or the Corporation Legal Documents;

(vi) No Conflict – the execution and delivery of the Corporation Legal Documents, and the adoption of the Corporation Resolution, by the Corporation and performance by the Corporation of its obligations thereunder will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Corporation is a party or constitute a default thereunder; and

(vii) No Consents Required – Official Statement, Series 2026A Certificates – all consents, approvals, authorizations and orders of a

governmental or regulatory authority, if any, which are required to be obtained by the Corporation for the consummation of the transactions contemplated by the Official Statement or as conditions precedent to the execution and delivery of the Series 2026A Certificates have been obtained (provided no opinion need be expressed as to any action required under state securities or blue sky laws in connection with the purchase or distribution of the Series 2026A Certificates by the Underwriters);

(5) Opinion of Trustee's Counsel. An opinion of counsel to the Trustee, dated the date of Closing, in form and substance satisfactory to the Underwriters, addressed to the County, the Trustee and the Underwriters, to the effect that:

(i) Due Organization and Existence – the Trustee is a national banking association duly incorporated and validly existing under the laws of the United States of America, having full power and being qualified to enter into and to perform its duties as Trustee under the Trust Agreement and the Assignment Memorandum; and

(ii) Due Authorization, Execution and Delivery – the Trust Agreement and the Assignment Memorandum have been duly authorized, executed and delivered by the Trustee and assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of the Trustee enforceable in accordance with their respective terms.

(6) Opinion of Disclosure Counsel. The opinion of Nixon Peabody LLP, Los Angeles, California, Disclosure Counsel to the County, dated the date of Closing and addressed to the County and the Underwriters, satisfactory in form and substance to the County and the Underwriters to the effect that no information came to the attention of the lawyers in such firm rendering services in this matter that caused such firm to believe that the Preliminary Official Statement as of its date or as of \_\_\_\_\_, 2026 or the Official Statement as of its date or as of the date of Closing contained or contains any untrue statement of a material fact or omitted or 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;

(7) Opinion of Underwriters' Counsel. The opinion of \_\_\_\_\_, \_\_\_\_\_, California, counsel for the Underwriters, dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Underwriters;

(8) County No Litigation Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the County satisfactory in form and substance to the Representative and counsel to the Underwriters, to the effect that, no action, suit or proceeding is pending or, to the best of his or her knowledge, threatened against the County (a) to restrain or enjoin the execution or delivery of any of the Series 2026A Certificates or the County Legal Documents, the County's

obligations under the County Resolution or the payment of Base Rental Payments and Additional Payments under the Facility Lease, (b) in any way contesting or affecting the validity of the Series 2026A Certificates, the County Legal Documents, the County Resolution or the authority of the County to enter into the County Legal Documents, or (c) in any way contesting or affecting the powers of the County in connection with any action contemplated by the Official Statement, the County Resolution or this Purchase Contract;

(9) Corporation No Litigation Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Corporation satisfactory in form and substance to the Representative and counsel to the Underwriters, to the effect that, no action, suit or proceeding is pending or to the best of his or her knowledge threatened against the Corporation (a) to restrain or enjoin the execution or delivery of any of the Series 2026A Certificates or the Corporation Legal Documents, the Corporation obligations under the Corporation Resolution or the payment of Base Rental Payments and Additional Payments under the Facility Lease, (b) in any way contesting or affecting the validity of the Series 2026A Certificates, the Corporation Legal Documents, the Corporation Resolution or the authority of the Corporation to enter into the Corporation Legal Documents, (c) in any way contesting or affecting the powers of the Corporation in connection with any action contemplated by the Official Statement, the Corporation Resolution or this Purchase Contract, or (d) in any way materially affecting the ability of the Corporation to lease the Leased Property to the County pursuant to the Facility Lease;

(10) Official Statement. The Official Statement in the designated electronic format to comply with the rules of the MSRB;

(11) Trustee Resolution. The general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Series 2026A Certificates and the Legal Documents to which the Trustee is a party;

(12) Trustee's Representations, Warranties and Agreements. A certificate of the Trustee, dated the date of Closing, that as of the date of Closing:

(i) Due Organization and Existence - the Trustee is duly organized and existing as a national banking association under the laws of the United States of America, in good standing under the laws of the State, and has the full power and authority to enter into and perform its duties under the Legal Documents to which the Trustee is a party and to execute and deliver the Series 2026A Certificates to the Representative pursuant to the terms of the Trust Agreement;

(ii) Due Authorization; Valid and Binding Obligations - the Trustee is duly authorized to enter into the Legal Documents to which it is a party;



(iii) No Conflict - the execution and delivery by the Trustee of the Legal Documents to which the Trustee is a party, and compliance with the terms thereof, will not, in any material respect, 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, which conflict breach or default would materially adversely affect the ability of the Trustee to perform its obligations under the Legal Documents to which the Trustee is a party or (except with respect to the lien of the Trust Agreement) 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 Trustee;

(iv) Consents – exclusive of federal or state securities laws and regulations, other than routine filings required to be made with governmental agencies in order to preserve the Trustee’s authority to perform a trust business (all of which routine filing, to the best of the Trustee’s knowledge, have been made), no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee is or will be required for the execution and delivery by the Trustee of the Legal Documents to which the Trustee is a party or the execution and delivery of the Series 2026A Certificates; and

(v) No Litigation – to the best of the Trustee’s knowledge, there is no litigation pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee’s participation in, or in any way contesting the powers of the Trustee with respect to the transactions contemplated by the Series 2026A Certificates, the Trust Agreement and the Assignment Memorandum;

(13) Resolutions. A certified copy of the County Resolution and a certified copy of the Corporation Resolution;

(14) County Bring-Down Certificate. A certificate of an authorized officer of the County, dated the date of Closing, confirming as of such date the representations and warranties of the County contained in this Purchase Contract;

(15) Corporation Bring-Down Certificate. A certificate of an authorized officer of the Corporation, dated the date of Closing, confirming as of such date the representations and warranties of the Corporation contained in its Letter of Representations;

(16) Tax Certificate. Arbitrage certification by the County in form and substance acceptable to Special Counsel with respect to the Series 2026A Certificates;

(17) Ratings. Evidence from Moody's, Fitch and S&P that the Series 2026A Certificates have been rated "\_\_\_", "\_\_\_" and "\_\_\_", respectively, by such agencies;

(18) Good Standing Certificates of the Corporation. Good standing certificates issued by the Secretary of State of the State of California and the California Franchise Tax Board, with respect to the Corporation;

(19) Blue Sky Survey. A copy of the Preliminary Blue Sky Survey with respect to the Series 2026A Certificates;

(20) Risk Management. Certificates by an insurance consultant or insurance broker retained by the County and by the County's official responsible for risk management that the requisite level of "all risk" coverage and rental interruption insurance with respect to the Leased Property have been secured and will be maintained pursuant to the Facility Lease;

(21) CDIAC Notices. Evidence of required filings with the California Debt and Investment Advisory Commission; and

(22) Miscellaneous. Such additional legal opinions, certificates, proceedings, instruments and other documents as Special Counsel and counsel for the Underwriters may reasonably request to evidence compliance with legal requirements, the truth and accuracy, as of the time of Closing, of the representations and warranties contained herein, in the Official Statement and in the Letter of Representations and the due performance or satisfaction by the Trustee, the Corporation and the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(g) All matters relating to this Purchase Contract, the Series 2026A Certificates and the sale thereof, the Official Statement, the Legal Documents and the consummation of the transactions contemplated by this Purchase Contract shall have been approved by the Underwriters and counsel for the Underwriters, such approval not to be unreasonably withheld.

If the conditions to the Underwriters' obligations contained in this Purchase Contract are not satisfied or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the County shall have any further obligations hereunder except that the respective obligations of the County and the Underwriters set forth in Section 11 hereof (relating to expenses) and Section 12 (relating to indemnification) hereof shall continue in full force and effect.

Section 10. Conditions to the Obligations of the County. The performance by the County of its obligations hereunder is conditioned upon the performance by the Underwriters of their obligations hereunder and upon receipt by the County of opinions and certificates to be delivered at the date of Closing by persons and entities other than the County.

## Section 11. Expenses.

(a) The County shall pay or cause to be paid from the proceeds of the Series 2026A Certificates or other funds available to it the expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of printing and distribution of the Official Statement in reasonable quantities and all other documents (other than as set forth in the next succeeding paragraph) prepared in connection with the transactions contemplated hereby, including distribution costs and all mailing, including overnight and express delivery, costs; (ii) the fees and disbursements of the Trustee in connection with the execution and delivery of the Series 2026A Certificates; (iii) the fees and disbursements of Special Counsel, and any other experts or consultants retained by the County or the Corporation in connection with the transactions contemplated hereby; (iv) the costs related to obtaining ratings; (v) the cost of mailing or delivering the definitive Series 2026A Certificates; (vi) the Underwriters' disbursements for out-of-state travel and lodging undertaken at the request of the County; and (vii) expenses incurred on behalf of the County's employees which are incidental to the issuance of the Series 2026A Certificates, including, but not limited to, meals, transportation, lodging, and entertainment of those employees.

(b) The Underwriters shall pay: (i) all advertising expenses in connection with the public offering of the Series 2026A Certificates; (ii) the fees and expenses of counsel to the Underwriters, including their fees in connection with the qualification of the Series 2026A Certificates for sale under the Blue Sky or other securities laws and regulations of various jurisdictions; (iii) California Debt and Investment Advisory Commission fees; and (iv) all other expenses incurred by it in connection with its public offering and distribution of the Series 2026A Certificates. Certain expenses of the Underwriters may be in the form of inclusion in the expense component of the Underwriters' discount.

## Section 12. Indemnification.

(a) To the extent permitted by law, the County agrees to indemnify and hold harmless the Underwriters and their officers and employees (collectively, the "Indemnified Persons," and individually, an "Indemnified Person") from and against any losses, claims, damages or liabilities to which any Indemnified Person may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse each Indemnified Person for any legal or other expenses reasonably incurred by such Indemnified Person in investigating, defending or preparing to defend any such action or claim; provided, however, that the County shall not be liable in any such case as to any Indemnified Person to the extent that any such loss, claim, damage or liability arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, in reliance upon and in conformity with written information furnished to the County by or on behalf of any Indemnified Person specifically for inclusion therein; and provided further, however, that the indemnity with respect to the Official Statement shall not inure to the benefit of the Underwriters on

account of any loss, expense, liability or claim arising from the sale of the Series 2026A Certificates by the Underwriters to any person if a copy of the Official Statement (as amended or supplemented, or as proposed by the County to be amended or supplemented, if the County shall have furnished, or in the case of such proposed amendment or supplement, if the County shall have furnished, to the Underwriters at least one full business day prior to confirmation of such sale by the Underwriters an amended Official Statement or amendments or supplements to the Official Statement relating to the untrue statement or alleged untrue statement or omission or alleged omission for which indemnity is sought, as the case may be) shall not have been sent or given to such person at or prior to the confirmation of the sale of such Certificates to such person.

(b) Promptly after receipt by an Indemnified Person under paragraph (a) of this Section of notice of the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the County under such paragraph, notify the County in writing of the commencement thereof. In case any such action shall be brought against any Indemnified Person, and such Indemnified Person shall notify the County of the commencement thereof, the County shall be entitled to participate in and, to the extent that it wishes, to assume the defense of, with counsel satisfactory to such Indemnified Person, and after notice from the County to such Indemnified Person of its election so to assume the defense thereof, the County shall not be liable to such Indemnified Person under paragraph (a) of this Section for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof other than reasonable costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include both the Indemnified Persons and the County, and the Indemnified Persons or the County shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the County, the Indemnified Persons shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Indemnified Persons; provided further, however, that the County shall not, in connection with any one such action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys at any point in time for the Indemnified Persons.

(c) The Underwriters agree to indemnify and hold harmless the County and its officers and employees to the same extent as the indemnity from the County to the Indemnified Persons described in paragraph (a) of this Section but only with respect to information relating to the Underwriters furnished in writing by the Underwriters or on their behalf, which includes certain information under the caption "Underwriting" as set forth in the Official Statement. In case any action shall be brought against the County in respect of which indemnity may be sought against the Underwriters, the Underwriters shall have the rights and duties given to the County and the County shall have the rights and duties given to the Underwriters by paragraph (b) of this Section and the term "Indemnified Person" shall include the County and its officers and employees.

Section 13. Notices.

(a) Trustee. Any notice or other communication to be given to the Trustee under this Purchase Contract may be given by delivering the same in writing to Zions Bancorporation, National Association, 707 Wilshire Boulevard, Suite 5000, Los Angeles, California 90017, Attention: Corporate Trust Department.

(b) Underwriters. Any such notice or other communication to be given to the Underwriters may be given by delivering the same to [Underwriter], \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_\_, Attention: \_\_\_\_\_.

(c) County. Any notice or communication to be given the County under this Purchase Contract may be given by delivering the same to the County of San Diego, 1600 Pacific Highway, Room 298, San Diego, California 92101, Attention: Chief Financial Officer.

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

Section 14. Establishment of Issue Price.

(a) The Underwriters agree to assist the County in establishing the issue price of the Series 2026A Certificates and shall execute and deliver to the County at Closing an “issue price” or similar Series 2026A Certificate, substantially in the form attached hereto as Exhibit D, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriters, the County and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026A Certificates. All actions to be taken by the County under this section to establish the issue price of the Series 2026A 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.

(b) Except as otherwise set forth in Exhibit C attached hereto, the County represents that it will treat the first price at which 10% of each maturity of the Series 2026A Certificates (the “10% Test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Series 2026A Certificates for which the County has elected to utilize the 10% Test, the Underwriters agree to promptly report to the County the prices at which Series 2026A Certificates of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Series 2026A Certificates of that maturity or maturities or the expiration of the period set forth in Section 4(c).

(c) The Underwriters confirm that they have offered the Series 2026A Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth

in Exhibit C attached hereto, except as otherwise set forth therein. Exhibit C also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026A Certificates for which the 10% Test has not been satisfied and for which the County and the Underwriters agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026A Certificates, the Underwriters will neither offer nor sell unsold Series 2026A 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:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
  - (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2026A Certificates to the public at a price that is no higher than the initial offering price to the public.
- (d) The Underwriters confirm that:
  - (i) any selling group agreement and each third-party distribution agreement (to which the Underwriters are a party) relating to the initial sale of the Series 2026A Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
    - (A)(i) to report the prices at which it sells to the public the unsold Series 2026A Certificates of each maturity allocated to it until either all Series 2026A Certificates of that maturity allocated to it have been sold or it is notified by the Underwriters that the 10% Test has been satisfied as to the Series 2026A Certificates of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters and as set forth in the related pricing wires, and
    - (B) to promptly notify the Underwriters of any sales of Series 2026A 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 Series 2026A Certificates to the public (each such term being used as defined below),
    - (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriters shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.
  - (ii) any selling group agreement relating to the initial sale of the Series 2026A Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with

the initial sale of the Series 2026A 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 Series 2026A Certificates of each maturity allocated to it until either all Series 2026A Certificates of that maturity allocated to it have been sold or it is notified by the Underwriters or such dealer that the 10% Test has been satisfied as to the Series 2026A Certificates of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters 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 Underwriters will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026A 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 Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a 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 Series 2026A 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 Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2026A Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026A Certificates.

(e) The Underwriters acknowledge that sales of any Series 2026A Certificates to any person that is a related party to an underwriter participating in the initial sale of the Series 2026A 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 to an underwriter,

(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 Series 2026A 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 Series 2026A 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 Series 2026A Certificates to the public),

(iii) a purchaser of any of the Series 2026A Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

Section 15. No Advisory or Fiduciary Role. The County acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction among the County, the Corporation and the Underwriters, and the Underwriters have financial and other interests that differ from those of the County, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, each of the Underwriters is and has been acting solely as a principal and is not acting as the municipal advisor, financial advisor, agent or fiduciary of the County, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the County with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the County on other matters) and the Underwriters have no obligation to the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the County has consulted its own municipal, legal, financial and other advisors to the extent it has deemed appropriate.

Section 16. Counterparts. This Purchase Contract may be executed by anyone or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one and the same instrument.

Section 17. Successors and Assigns. This Purchase Contract will inure to the benefit of and be binding upon the parties and their successors (including any successors or assigns of the Representative), and will not confer any rights upon any other person.

Section 18. Survival. The provisions of the last paragraph of Section 9 hereof shall survive termination or cancellation of this Purchase Contract. All representations, warranties, covenants and agreements by the County, the Corporation and the Representative in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made



by or on behalf of the Representative and shall survive the delivery of and payment for the Series 2026A Certificates.

Section 19. Governing Law. This Purchase Contract shall be governed by, and construed in accordance with, the laws of the State of California.

Section 20. No Personal Liability. No officer of the County, the Corporation or designee thereof shall incur any personal liability for approving or executing this Purchase Contract, taking any action or omitting to take any action required or permitted hereunder or otherwise by reason of or in connection with the Series 2026A Certificates, the Legal Documents or any of the transactions or other matters contemplated by any of the foregoing.

Section 21. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

Section 22. Parties in Interest; Force and Effect. This Purchase Contract is made solely for the benefit of the County and the Underwriters (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 County or the Underwriters pursuant to this Purchase Contract shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Series 2026A Certificates pursuant to this Purchase Contract; or (iii) termination of this Purchase Contract but only to the extent provided by the last paragraph of Section 9 hereof.

Section 23. Entire Agreement. This Purchase Contract when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the County and the Underwriters (including the successors or assigns thereof). No other person shall acquire or have any right hereunder or by virtue hereof.

Section 24. Unenforceable Provisions. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatsoever.

Acceptance of the terms of this Purchase Contract shall be signified by execution below by an authorized officer of the County and an authorized officer of the Representative.

Very truly yours,

[UNDERWRITER]

By: \_\_\_\_\_  
Authorized Representative

Accepted this \_\_th day of \_\_\_\_\_ 2026  
at \_\_\_\_\_ p.m. Pacific Time:

COUNTY OF SAN DIEGO

By: \_\_\_\_\_  
Chief Financial Officer

## **EXHIBIT A**

### **UNDERWRITERS**

[Underwriter]

[Underwriter]

## EXHIBIT B

### LETTER OF REPRESENTATIONS OF THE SAN DIEGO COUNTY CAPITAL ASSET LEASING CORPORATION

\_\_\_\_\_, 2026

[Underwriter]

[Address]

[Underwriter]

[Address]

Ladies and Gentlemen:

The County of San Diego (the “County”) proposes to cause the execution and delivery of County of San Diego Certificates of Participation, 2026 Series A (Multiple Capital Projects) (the “Series 2026A Certificates”) evidencing \$\_\_\_\_\_ aggregate principal amount.

The Series 2026A Certificates are being executed and delivered pursuant to a Master Trust Agreement, dated as of \_\_\_\_\_ 1, 2026 (the “Trust Agreement”), by and among Zions Bancorporation, National Association, as trustee (the “Trustee”), the County and the San Diego County Capital Asset Leasing Corporation (the “Corporation”).

The County will lease certain real property and all improvements thereon or to be located thereon, as more particularly described in the herein referenced Facility Lease (the “Leased Property”), to the Corporation pursuant to a Master Site Lease, dated as of \_\_\_\_\_ 1, 2026 (the “Site Lease”), by and between the County and the Corporation. The County will sublease the Leased Property from the Corporation pursuant to a Master Facility Lease, dated as of \_\_\_\_\_ 1, 2026 (the “Facility Lease”), by and between the Corporation and the County. The Series 2026A Certificates evidence proportionate undivided interests in base rental payments (the “Base Rental Payments”) to be made by the County as the rental for the Leased Property under and pursuant to the Facility Lease. Pursuant to a Memorandum of Assignment, dated as of \_\_\_\_\_ 1, 2026 (the “Assignment Memorandum”), by and among the County, the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners of the Series 2026A Certificates, among other things, all of its right, title and interest under the Site Lease and all rights to receive Base Rental Payments under the Facility Lease, including the right to receive Base Rental Payments under the Facility Lease.

The execution and delivery of the Trust Agreement, the Site Lease, the Facility Lease, the Assignment Memorandum and this Letter of Representations of the Corporation (the “Letter of Representations”), the form and distribution of the Preliminary Official Statement, dated \_\_\_\_\_, 2026, relating to the Series 2026A Certificates (the “Preliminary Official Statement”), the preparation and distribution of the Official Statement, dated \_\_\_\_\_, 2026, relating to the Series 2026A Certificates (the “Official Statement”), and the execution and delivery of the Series 2026A Certificates and certain matters relating thereto, have been authorized by a resolution of the Corporation (the “Corporation Resolution”). The Series 2026A Certificates shall be as described

in, and shall be secured under and pursuant to the Trust Agreement. The Series 2026A Certificates shall be payable and shall be subject to prepayment as provided in the Trust Agreement.

The Trust Agreement, the Site Lease, the Facility Lease, the Assignment Memorandum and this Letter of Representations are referred to collectively herein as the “Corporation Legal Documents.” Capitalized terms not otherwise defined herein shall have the meanings as defined in the Trust Agreement.

The Series 2026A Certificates are to be sold by the County pursuant to the Purchase Contract, dated \_\_\_\_\_, 2026 (the “Purchase Contract”), by and between the County and [Underwriter] and [Underwriter] (collectively, the “Underwriter”).

This Letter of Representations 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.

To facilitate your entering into the Purchase Contract and to induce you to purchase the Series 2026A Certificates as contemplated therein, the Corporation hereby represents, warrants and agrees with you as follows:

- (a) Due Organization and Existence; Legal, Valid and Binding Obligations. The Corporation is a nonprofit public benefit corporation duly organized and validly existing pursuant to the laws of the State of California and has all necessary power and authority to adopt the Corporation Resolution and enter into and perform its duties under the Corporation Legal Documents, the Corporation Resolution has been adopted and has not been rescinded, and the Corporation Legal Documents, when executed and delivered by the respective parties thereto, will constitute legal, valid and binding obligations of the Corporation in accordance with their respective terms except as enforcement against the Corporation 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.
- (b) No Conflict. The adoption of the Corporation Resolution and the execution and delivery of the Corporation Legal Documents and compliance with the provisions thereof, will not in any material respect conflict with, or constitute a breach of or default under, the Corporation’s duties under the Corporation Legal Documents, the Corporation Resolution or any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the Corporation is subject or by which it or any of its property is bound.
- (c) No Consents Required. Except as may be required under blue sky or other securities laws of any state, or except with respect to any permits or approvals heretofore received which are in full force and effect or the requirement for which is otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no consent, approval, authorization or other order of, or filing with, or certification by, any governmental authority, board, agency or commission or other regulatory authority having jurisdiction over the Corporation, required for

the adoption of the Corporation Resolution and the execution and delivery of the Corporation Legal Documents or approving the execution and delivery of the Series 2026A Certificates or the consummation by the Corporation of the other transactions contemplated by the Series 2026A Certificates, the Official Statement, the Corporation Resolution or the Corporation Legal Documents.

- (d) No Litigation. There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the Corporation, threatened against the Corporation to restrain or enjoin the delivery of the Series 2026A Certificates, or the assignment of the payments to be made pursuant to the Facility Lease or in any way contesting or affecting the validity of the Corporation Legal Documents, the Corporation Resolution or the Series 2026A Certificates or contesting the powers of the Corporation to enter into or perform its obligations under any of the foregoing.
- (e) Preliminary Official Statement and Official Statement Correct and Complete. The information relating to the Corporation, its functions, duties and responsibilities contained in the Preliminary Official Statement and the Official Statement is, true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (f) Blue Sky Cooperation. The Corporation agrees to cooperate with the Underwriter in endeavoring to qualify the Series 2026A Certificates for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; *provided, however*, that the Corporation shall not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business in any jurisdiction where it is not now so qualified.
- (g) Due Approval of the Official Statement Distribution. By official action of the Corporation prior to or concurrently with the execution hereof, the Corporation has duly approved the distribution of the Preliminary Official Statement and the Official Statement, has duly adopted the Corporation Resolution and has duly authorized and approved the execution and delivery of, and the performance by the Corporation of the obligations on its part contained in the Corporation Legal Documents and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and the Official Statement, the Corporation Resolution and the Corporation Legal Documents.
- (h) No Breach or Default. The Corporation is not in breach of or in default under any applicable law or administrative regulation of the State of California 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 Corporation is a party or is otherwise subject which breach or default would have a material and adverse impact on the Corporation's ability to perform its obligations under the Corporation

Legal Documents, 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 an event of default under any such instrument.

- (i) Agreement to Notify Underwriter Regarding Official Statement. The Corporation will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Underwriter. The Corporation will advise the Underwriter promptly of the institution of any proceedings known to it seeking to prohibit or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Series 2026A Certificates.
- (j) Agreement to Amend Official Statement. If at any time from the date hereof to and including twenty-five (25) days after the end of the underwriting period described below when, in the opinion of the Underwriter, an amendment or supplement to the Official Statement should be delivered in connection with the offer or sale of the Series 2026A Certificates, any event occurs, of which the Corporation has knowledge, as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation will participate in the preparation, as necessary with respect to the information relating to the Corporation, its function, duties and responsibilities contained in the section captioned "The Corporation" in the Official Statement, an amendment or supplement to the Official Statement in form and substance satisfactory to the Representative; provided that all expenses thereby incurred (including printing expenses) will be paid for by the County.
- (k) Amendments to Official Statement Correct and Complete. If the information relating to the Corporation, its function, duties and responsibilities contained in the section captioned "The Corporation" in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each 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 date twenty-five days after the end of the underwriting period, the portions of the Official Statement so supplemented or amended will be true and correct in all material respects and such information will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the information therein, in the light of the circumstances under which it was made, not misleading.
- (l) No Advisory or Fiduciary Role. The Corporation acknowledges and agrees that (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction among the County, the Corporation and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Corporation, (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 a principal and is not acting as the municipal advisor, financial advisor, agent or fiduciary of the Corporation, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Corporation 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 Corporation on other matters) and the Underwriter has no obligation to the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in the Purchase Contract and (iv) the Corporation has consulted its own municipal, legal, financial and other advisors to the extent it has deemed appropriate.

- (m) Agreement to Preserve Tax Exemption. The Corporation covenants that it will not take any action which would cause interest with respect to the Series 2026A Certificates to be subject to federal income taxation or California personal income taxes (other than to the extent the Series 2026A Certificates will be subject to federal income taxation as described under the caption “Tax Matters” in the Preliminary Official Statement and the Official Statement).

Very truly yours,

SAN DIEGO COUNTY CAPITAL ASSET  
LEASING CORPORATION

By: \_\_\_\_\_  
Chair of the Board of Directors

Accepted and confirmed as of the date above written

[UNDERWRITER]

By: \_\_\_\_\_  
Authorized Representative



## EXHIBIT C

### MATURITY SCHEDULE

\$\_\_\_\_\_

**COUNTY OF SAN DIEGO**  
**Certificates of Participation, 2026 Series A**  
**(Multiple Capital Projects)**

<u>Maturity (October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied</u>	<u>Hold the Offering Price</u>
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<sup>C</sup> Priced to October 1, 20\_\_ call date at par.  
<sup>T</sup> Term Bond.

## **EXHIBIT D**

### **ISSUE PRICE CERTIFICATE OF THE REPRESENTATIVE**

This Certificate is furnished by [Underwriter] as representative of the underwriters (the “Underwriter”), in connection with the execution and delivery by the County of San Diego (the “Issuer”) of its the \$\_\_\_\_\_ aggregate principal amount of County of San Diego Certificates of Participation, 2026 Series A (Multiple Capital Projects) (the “Series 2026A Certificates”) delivered on \_\_\_\_\_, 2026 and the Underwriter hereby certifies and represents the following, based upon information available to us:

1. Based on our assessment of the then prevailing market conditions, the Underwriter reasonably expected when it agreed to purchase the Series 2026A Certificates (the “Sale Date”) that the first prices at which at least 10% of each maturity of the Series 2026A Certificates would be sold by the Underwriter to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the “Public”) would be prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, those listed for each maturity on Schedule A hereto (the “Initial Offering Prices”).

2. All of the Series 2026A Certificates have actually been offered to the Public in a bona fide public offering at prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, the Initial Offering Prices.

3. The first price, or yield in the case of obligations sold on a yield basis, at which ten percent (10%) of each maturity of the Series 2026A Certificates has been sold to the Public was at a price not higher than, or, in the case of obligations sold on a yield basis, at a yield not lower than, the Initial Offering Prices.

4. The Underwriter had no reason to believe that any of the Initial Offering Prices of the Series 2026A Certificates exceeded the expected fair market value of the Series 2026A Certificates as of the Sale Date.

5. In our opinion, based on our experience with securities similar to the Series 2026A Certificates, it was reasonable to require, as a condition to the marketing of the Series 2026A Certificates, that the Reserve Fund be funded as provided in the Trust Agreement. In our opinion, the funding of the Reserve Fund securing the Series 2026A Certificates as provided in the Trust Agreement was a vital factor in marketing the Series 2026A Certificates.

We understand that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and by Orrick Herrington & Sutcliffe LLP in connection with rendering its opinion to the Issuer that the interest with respect to the Series 2026A Certificates is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws; in particular the regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this

Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

[UNDERWRITER]

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

Dated: \_\_\_\_\_, 2026

## **SCHEDULE A**