

MAY 22, 2013

ITEM E-1

ATTACHMENT E

§ _____
**NIPOMO COMMUNITY SERVICES DISTRICT
WATER REVENUE REFUNDING BONDS
SERIES 2013**

BOND PURCHASE AGREEMENT

May __, 2013

Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444-0326

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Nipomo Community Services District (the "District") for the purchase by the Underwriter of the \$ _____ aggregate principal amount of Nipomo Community Services District Water Revenue Refunding Bonds, Series 2013A (the "Bonds"). Upon acceptance of this offer by the District, this Purchase Agreement will be binding upon the District and the Underwriter. The offer made hereby is subject to acceptance by the District (by delivery to the Underwriter of an executed counterpart hereof by the District) at or before 11:59 p.m., California time, on the date hereof or at such later time and date as shall have been consented to by the Underwriter.

The Bonds are being issued pursuant to an Indenture of Trust, dated as of June 1, 2013 (the "Indenture"), by and between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Bank"). All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

1. Purchase and Purchase Price; Terms of Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the District agrees to issue, sell and deliver to the Underwriter, and the Underwriter agrees to purchase, all (but not less than all) of the Bonds at an aggregate purchase price of \$ _____ (representing the aggregate principal amount of \$ _____, plus original issue premium of \$ _____ and less an Underwriter's discount of \$ _____).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is acting solely as principal and not as agent or fiduciary of or financial advisor to the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (y) any other

obligation to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Bonds shall be dated the date of their delivery and shall mature and bear interest as shown on Exhibit A and shall be subject to redemption and have such other terms as are provided in the Indenture.

The Bonds shall be substantially in the form described in, shall be issued and secured under and pursuant to, and shall be payable and subject to prepayment as provided in, the Indenture.

The proceeds of the Bonds, together with other available funds, will be used to (i) currently refund and defease the District's outstanding Revenue Certificates of Participation (Pipeline and Storage Facility Project) Series 2003 (the "2003 Certificates"), (ii) fund a reserve fund for the Bonds, and (iii) pay the costs of issuance of the Bonds.

The District hereby ratifies, confirms and approves the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement of the District, dated May __, 2013, relating to the Bonds (the "Preliminary Official Statement"), which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days after the date hereof, copies of the Official Statement, consisting of the Preliminary Official Statement with such changes as may be made with the approval of the District and the Underwriter (the "Official Statement"), in such reasonable quantity as the Underwriter shall request. The District hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The District will undertake, pursuant to the Indenture and the Continuing Disclosure Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of such undertaking is set forth in the Official Statement.

The District hereby further authorizes the Underwriter to use, in connection with the offer and sale of Bonds, the Indenture, the Escrow Deposit and Sale Agreement and the Continuing Disclosure Agreement (collectively, the "Bond Documents").

The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering prices or yields set forth on the inside cover of the Official Statement; provided, however, that the Underwriter reserves the right to make concessions to dealers and to change such initial offering prices or yields as the Underwriter shall deem necessary in connection with the marketing of the Bonds. The Underwriter agrees that, in connection with the public offering and initial delivery of the Bonds to the purchasers thereof from the Underwriter, the Underwriter will deliver or cause to be delivered to each purchaser a copy of the Official Statement.

2. Closing; Certificates. At 10:00 a.m. California Time, on June __, 2013, or at such other time or on such earlier or later date as the Underwriter and the District mutually agree

upon (the "Closing Date"), the District will, subject to the terms and conditions hereof, deliver or cause the Bonds to be delivered to The Depository Trust Company ("DTC"), duly issues and executed in accordance with the provisions of the Indenture. Subject to the terms and conditions hereof, upon receipt of proof of such delivery to DTC, the Underwriter will pay the purchase price of the Bonds as set forth in Section 1 hereof in federal or other immediately available funds. The Bonds shall be delivered as aforesaid at the offices of DTC in New York, New York, or at such other place as the Underwriter and the District mutually agree upon. On the Closing Date, the District will deliver or cause to be delivered the other documents mentioned herein at the offices of Fulbright & Jaworski L.L.P., Los Angeles, California, or at such other place as shall have been mutually agreed upon by the Underwriter and the District.

The Bonds (bearing CUSIP numbers) shall be in fully registered form, initially registered in the name of Cede & Co., as nominee of DTC, and shall be subject to a book-entry system of registration and transfer as described in the Official Statement. The Bonds shall be made available to the Underwriter for purposes of inspection for a reasonable period prior to the Closing Date.

3. Covenants, Representations and Warranties of the District. The District hereby covenants, represents and warrants to the Underwriter that:

(a) The District is a special district duly organized and validly existing under the laws of the State of California. The District has all necessary power and authority and has taken all official actions necessary to adopt that certain Resolution of the Board of Directors of the District, adopted on May __, 2013 (the "Resolution"), to execute and deliver the Official Statement and to execute, deliver and perform its duties under this Purchase Agreement and each of the Bond Documents to which it is a party, and this Purchase Agreement and each of the Bond Documents to which the District is a party has been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) The District is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the District is a party or to which the District or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the Bond Documents to which the District is a party and the Bonds, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the District (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will

any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Bonds or the Bond Documents.

(c) To the best knowledge of the District, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the District required for the execution and delivery of this Purchase Agreement or the Bond Documents to which the District is a party, or the execution and sale of the Bonds or the consummation by the District of the transactions contemplated herein, in the Official Statement or in the Bond Documents, which has not been duly obtained or made on or prior to the date hereof.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Bonds or the Bond Documents, or contesting the validity of this Purchase Agreement, the Bonds or any of the Bond Documents to which the District is party or the powers of the District to enter into or perform its obligations under this Purchase Agreement or the Bond Documents to which it is a party or the existence or powers of the District, or which, if determined adversely to the District, would materially impair the District's ability to meet its obligations under the Indenture or materially and adversely affect the District's financial condition.

(e) The preparation and distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the District and the statements and information contained therein (except for statements and information regarding DTC or the Bank) are true and correct in all material respects and such statements and information do 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) During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and

other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Agreement the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

(g) The proceeds from the sale to the Underwriter of the Bonds will be applied in the manner and for the purposes specified in the Indenture.

(h) Any certificate signed by any official of the District and delivered in connection with the transactions contemplated by the Official Statement and this Purchase Agreement shall be deemed to be a representation by the District to the Underwriter and Bond Counsel as to the statements made therein.

(i) The District agrees to cooperate with the Underwriter in endeavoring to qualify the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

(j) Except as described in the Official Statement, the District has never failed to comply with any continuing disclosure obligation entered into pursuant to Rule 15c2-12.

4. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District and the Bank made in any certificates or other documents furnished pursuant to the provisions hereof or the Bond Documents, and to the performance by the District and the Bank of their respective obligations to be performed hereunder and under the Bond Documents at or prior to the Closing Date, and to the following additional conditions:

(a) At the Closing Date, the Bonds, the Bond Documents and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said documents shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Fulbright & Jaworski L.L.P., Bond Counsel, shall deem to be necessary and appropriate;

(b) The representations and warranties of the District contained in this Purchase Agreement shall be true, correct and complete in all material respects on the date hereof and on the Closing Date, as if made again on the Closing Date, and the Official Statement (as the same may be supplemented or amended with the written approval of the Underwriter) shall be true, correct and complete in all material respects and such information shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary to make the statements therein relating to the District, in light of the circumstances under which such statements were made, not misleading;

(c) Between the date hereof and the Closing Date, neither the market price nor marketability, at the initial offering prices set forth in the Official Statement, of the Bonds shall have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) 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 (except as described in the Official Statement), of imposing federal income taxation upon such interest as would be received by the owners of the Bonds, or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or of the financial community in the United States which, in the reasonable opinion of the Underwriter, would materially adversely affect the market for the Bonds;

(3) 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) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental entity, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force,

including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the execution, delivery, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(6) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District; or

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

(d) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Official Statement and each Certificate Document, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(2) an unqualified approving opinion, dated the Closing Date and addressed to the District, of Fulbright & Jaworski L.L.P., Bond Counsel, in substantially the form attached to the Official Statement as [Appendix __], and a letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(3) the supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, substantially to the effect that (i) this Purchase Agreement, and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the District and are valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be subject to 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 school districts in the State of California (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended and (iii) the statements contained in the Official Statement on the cover and under the captions ["INTRODUCTION," "THE

BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “TAX MATTERS” and in APPENDIX A – SUMMARY OF THE INDENTURE,] insofar as such statements purport to summarize certain provisions of the Bonds, and the Bond Documents, and the form and content of Bond Counsel’s approving opinion, are accurate in all material respects;

(4) an opinion of Shipsey & Seitz, in substantially the form of Exhibit B attached hereto, dated the Closing Date and addressed to the District, the Underwriter and the Bank, in form and substance satisfactory to Bond Counsel and the Underwriter;

(5) an opinion of Shipsey & Seitz, dated the Closing Date, addressed to the Nipomo Community Services District Public Facilities Corporation (the “Corporation”), the District, the Underwriter and the Bank, in form and substance satisfactory to Bond Counsel and the Underwriter;

(6) an opinion of counsel to the Bank, dated the Closing Date, addressed to the District and the Underwriter, to the effect that (i) the Bank is a duly organized and validly existing national banking association in good standing under the laws of the United States and has full power and authority to undertake the trust of the Indenture, (ii) the Bank has duly authorized, executed and delivered the Indenture, the Continuing Disclosure Agreement and the Escrow Agreement and by all proper corporate action has authorized the acceptance of the trust of the Indenture and the Escrow Agreement, (iii) the Indenture, the Continuing Disclosure Agreement and the Escrow Agreement constitute legally valid and binding agreements of the Bank, enforceable against the Bank in accordance with their terms, (iv) the Bonds have been validly authenticated by the Bank and are entitled to the benefits of the Indenture to the extent legally enforceable in accordance with their terms, and (v) no authorization, approval, consent, or other order of any governmental authority or agency having jurisdiction over the Bank is required for the valid authorization, execution, delivery and performance by the Bank of the Indenture, the Continuing Disclosure Agreement and the Escrow Agreement, (vi) the execution and delivery of the Indenture, the Continuing Disclosure Agreement and the Escrow Agreement and compliance by the Bank with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Bank a breach or default under any agreement or other instrument to which the Bank is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Bank is subject;

(7) the opinion of Fulbright & Jaworski L.L.P., Los Angeles, California, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that based on such counsel’s participation in conferences with representatives of the Underwriter, the District, the Corporation, the Bank, their respective counsel and others, during which conferences the contents of the Official Statement and related matters were discussed (but with no inquiry made of other attorneys in such counsel’s firm not working directly on the issuance of the Bonds who may have information material to the issue), and in reliance thereon and on the records,

documents, certificates and opinions described therein, such counsel advises the Underwriter, as a matter of fact and not opinion, that, during the course of its engagement as Disclosure Counsel no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any information about feasibility valuation, appraisals, absorption, real estate or environmental matters, or any information about litigation, [Appendices B, D and E,] or any information about book-entry or DTC, included or referred to therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(8) a certificate of the Bank dated the Closing Date, signed by a duly authorized officer of the Bank, to the effect that (i) the Bank is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture, the Continuing Disclosure Agreement and the Escrow Agreement and to authenticate the Bonds pursuant to the Indenture, (ii) when delivered to and paid for by the Underwriter on the Closing Date, the Bonds will have been duly authenticated by the Bank, (iii) the execution and delivery of the Indenture, the Continuing Disclosure Agreement, and the Escrow Agreement, and compliance with the provisions on the Bank's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Bank is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Bank pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture, and (iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or, to the best knowledge of the Bank, threatened against the Bank, affecting the existence of the Bank, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Indenture, the Continuing Disclosure Agreement or the Escrow Agreement, or contesting the powers of the Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture, the Continuing Disclosure Agreement or the Escrow Agreement or the ability of the Bank to perform its obligations thereunder;

(9) a certificate of the District, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the representations and warranties of the District contained in the Purchase Agreement and in the Bond Documents to which the District is a party are true and correct in all material respects as of the Closing Date as if made on the Closing Date, (ii) the Bond Documents to which the District is a party have not been amended, modified or rescinded and are in full force and effect as of the Closing Date, and that the District has complied with the terms of the Bond Documents to which the District is a party to be complied with to the Closing Date and has satisfied all conditions on its part to be satisfied to the Closing Date under the Bond Documents to which the District is a party; (iii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which affects or seeks to prohibit, restrain or enjoin the issuance of the Bond or any of the Bond Documents to which the District is a party, or contesting the validity of the Bonds or any of the Bond Documents to which the District is a party or the powers of the District to enter into or perform its obligations under the Bond Documents to which the District is a party, or the existence or powers of the District, or which, if adversely determined, could materially adversely affect the financial condition of the District or its ability to perform its obligations under the Bond Documents to which the District is a party; (iv) no event affecting the District has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information (except for statements and information regarding DTC) contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information (except for statements and information regarding DTC) therein not misleading in any material respect; and (v) since the date of the most recent financial statements of the District, no material adverse change has occurred in the status of the business, operations or conditions (financial or otherwise) of the District or its ability to perform its obligations under the Bond Documents to which the District is a party;

(10) a certificate of the Corporation, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, (ii) the Corporation has all necessary power and authority and has taken all official actions necessary to execute, deliver and perform its duties under the Escrow Agreement, and the Escrow Agreement has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other parties thereto, will constitute legally valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion, (iii) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no

event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Bond Documents to which the Corporation is a party, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Escrow Agreement, (iv) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Escrow Agreement, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the Escrow Agreement, which has not been duly obtained or made on or prior to the date hereof, (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Bonds or the Escrow Agreement, or contesting the validity of the Bonds or the Escrow Agreement or the powers of the Corporation to enter into or perform its obligations under the Escrow Agreement or the existence or powers of the Corporation, and (vi) no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(11) a certified copy of the Resolution of the governing board of the District authorizing the execution and delivery of the Bond Documents to which the District is a party and other matters pertaining thereto;

(12) a certified copy of the Resolution of the governing board of the Corporation authorizing the execution and delivery of the Escrow Agreement and other matters pertaining thereto;

(13) copies of the Articles of Incorporation and Bylaws of the Corporation;

(14) evidence of corporate standing of the Corporation from the State of California Secretary of State;

(15) a certified copy of the general resolution of the Bank authorizing the execution and delivery of the Bond Documents to which the Bank is a party;

(16) evidence that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(17) a tax certificate of the District in form and substance acceptable to Bond Counsel;

(18) A defeasance opinion relating to the 2003 Certificates, dated the Closing Date and addressed to the District and the Bank, of Fulbright & Jaworski L.L.P., in form and substance satisfactory to the Underwriter;

(19) A copy of the Verification Report prepared by Barthe & Wahrman PA, Bloomington, Minnesota, and dated June __, 2013;

(20) a copy of the Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code; and

(21) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Bank, the Corporation and the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Bank, the Corporation and the District, and the due performance or satisfaction by the Bank, the Corporation and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Bank, the Corporation and the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District and neither the Underwriter nor the District shall have any further obligations hereunder.

5. Fees and Expenses. Except as provided in the following paragraph, the District shall pay all costs and expenses incurred in connection with or relating to the execution and sale of the Bonds, including but not limited to: (a) all fees and expenses of Fulbright & Jaworski L.L.P., for services rendered as Bond Counsel, (b) all expenses and costs of the District incident to the performance of its obligations hereunder and in connection with the authorization, execution and sale of the Bonds to the Underwriter, (c) the costs of printing the Preliminary Official Statement and the Official Statement, (d) the fees and expenses of the Bank and its counsel, (e) the fees and expenses of Disclosure Counsel, (f) the fees of Standard & Poor's Ratings Services for rating the Bonds and (g) all other fees and expenses incident to the public offering and sale of the Bonds.

The Underwriter shall pay any advertising expenses incurred in connection with the public offering of the Bonds, California Debt and Investment Advisory Commission and other regulatory bond fees, except as provided in the preceding paragraph, and all other expenses incurred by the Underwriter in connection with the public offering and sale of the Bonds, including those of counsel to the Underwriter.

6. Survival of Certain Representations and Obligations. The agreements, covenants, representations, warranties and other statements of the District and its officials or officers set forth in or made pursuant to this Purchase Agreement shall survive delivery of and payment for the Bonds, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

7. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and, if to the District, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444-0326
Attention: General Manager

and if to the Underwriter, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

Citigroup Global Markets Inc.

Attention: _____

or such other address as shall be designated by any such party in a written notice to each of the other parties.

8. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Bonds hereunder.

9. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

10. Effectiveness. This Purchase Agreement shall become effective upon its execution by duly authorized officers of the Underwriter and the District and shall be valid and enforceable from and after the time of such execution.

11. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITIGROUP GLOBAL MARKETS INC.

By: _____
Authorized Representative

ACCEPTED:

**NIPOMO COMMUNITY SERVICES
DISTRICT**

By: _____
Michael LeBrun
General Manager

EXHIBIT A

**Nipomo Community Services District
Water Revenue Refunding Bonds, Series 2013A**

Serial Bonds

| <u>Maturity</u> <u>(September 1)</u> | <u>Principal Amount</u> | <u>Coupon</u> | <u>Yield</u> |
|-----------------------------------------|-------------------------|---------------|--------------|
|-----------------------------------------|-------------------------|---------------|--------------|

Term Bond

EXHIBIT B

**FORM OF OPINION
OF COUNSEL TO THE DISTRICT**