

PURCHASE AGREEMENT

Not to Exceed
\$_____ principal amount
**PLACER COUNTY PUBLIC FINANCING AUTHORITY
REVENUE BONDS
(PLACER MPOWER PROGRAM)**

THIS PURCHASE AGREEMENT (this "**Purchase Agreement**") is made and entered into as of _____, 20__ (the "**Effective Date**"), by and Placer County Public Financing Authority (the "**Issuer**"), the County of Placer (the "**County**") and the Placer County Treasurer-Tax Collector (the "**Bond Purchaser**");

RECITALS

WHEREAS, the Issuer is a joint powers authority duly organized and existing under that certain Joint Exercise of Powers Agreement, dated May 9, 2006, by and between the County and the Placer County Redevelopment Agency, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "**Act**"), and is authorized pursuant to Article 4 of the Act (the "**Bond Law**") to issue bonds for the purpose of making loans to local agencies, to the extent those local agencies are authorized by law to borrow moneys, when the loan proceeds will be used by the local agencies to pay for public capital improvements; and

WHEREAS, the County is authorized to borrow money under Section 5898.22 and Section 52898.28 of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "**Chapter 29**") to finance the installation of distributed generation renewable energy, energy efficiency and water efficiency improvements that are permanently fixed to real property (the "**Authorized Improvements**"), and the Authorized Improvements constitute "public capital improvements" pursuant to the Bond Law; and

WHEREAS, on December 8, 2009, the Board of Supervisors of the County (the "**Board of Supervisors**") adopted Resolution No. 2009-343, entitled "Declaring the County of Placer's Intention to Finance Distributed Generation Renewable Energy Sources, and Energy Efficiency Improvements and Water Efficiency Improvements Through the Use of Contractual Assessments Pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code and Setting a Public Hearing Thereon" (the "**Resolution of Intention**"), to initiate proceedings under Chapter 29 to establish the "Placer money for Property Owner Water & Energy Efficiency Retrofitting Program" (the "**Program**"), pursuant to which the County will enter into contractual assessments to finance the installation of Authorized Improvements as described in the Resolution of Intention; and

WHEREAS, by the Resolution of Intention, the Board of Supervisors provided that one or more series of bonds or other financing instruments or relationships would be issued under the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the "**1915 Act**"); and

WHEREAS, on January 26, 2010, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program or any of its particulars, the Board of Supervisors adopted Resolution No. 2010-22, entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation

Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters," (the "**Resolution Confirming Program Report**"), pursuant to which the Board of Supervisors, among other things, (i) confirmed and approved a report (the "**Program Report**") addressing all of the matters set forth in Section 5898.22 of Chapter 29, (ii) established the Program, and (iii) authorized execution of agreements ("**Assessment Contracts**") with the owners of property (each, a "**Participating Parcel**") in the County (the "**Program Area**") to provide for the levy of contractual assessments to finance installation of Authorized Improvements; and

WHEREAS, for the purpose of providing moneys to fund a loan to the County (the "**Loan**"), the proceeds of which Loan the County will use to finance the installation of Authorized Improvements on property in the County (the "**Participating Parcels**"), the Issuer has determined to issue its Placer County Public Financing Authority Revenue Bonds (Placer mPOWER Program) (the "**Bonds**"), all pursuant to and secured by the Indenture of Trust (the "**Indenture of Trust**") between the Authority and the Placer County Treasurer-Tax Collector; and

WHEREAS, as a condition precedent to the issuance of the Bonds by the Issuer, Section 6586.5 of the California Government Code requires that the County approve the proposed issuance of the Bonds by the Issuer, and that the County make certain findings with respect to such issuance of the Bonds, and Section 6586.5 further requires that such approval be given and findings be made only after a noticed public hearing thereon; and

WHEREAS, the Board of Supervisors of the County has published the required public hearing notice, duly held such public hearing, made such findings and approved the issuance of the Bonds by the Issuer and the purchase of the Bonds by the Bond Purchaser in accordance with this Purchase Agreement, all pursuant to Resolution No. ____ adopted on ____, 2010 (the "**County Bond Resolution**"); and

WHEREAS, the Board of Directors of the Authority has authorized issuance of the Bonds in an aggregate principal amount not to exceed \$ ____ (the "**Aggregate Principal Amount**") pursuant to Resolution No. ____, adopted on ____, 2010 (the "**Authority Bond Resolution**"); together with the Resolution of Intention and the Resolution Confirming Report, the "**Authority Resolutions**")

WHEREAS, the County wishes to cause the Issuer to issue the Bonds and the Bond Purchaser to purchase the Bonds, the Bond Purchaser wishes to purchase Bonds in the Aggregate Principal Amount from the Issuer, and the Issuer wishes to sell the Bonds to the Bond Purchaser, and this Purchase Agreement sets forth the terms under which the Bonds will be sold by the Issuer to the Bond Purchaser.

AGREEMENT

Section 1. Definitions. Terms not otherwise defined in this Purchase Agreement shall have the same meanings as set forth in the Indenture of Trust.

Section 2. Agreement to Purchase. The term of this Purchase Agreement shall begin on the Effective Date and continue through the earlier of (i) the date upon which the Authority and the County notify the Bond Purchaser that the Authority will not issue any further Bonds and or (ii) the date on which the aggregate principal amount of Bonds purchased by the Bond Purchaser under this Purchase Agreement equals the Aggregate Principal Amount (the "**Term**").

During the Term, upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Bond Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Bond Purchaser, a principal amount of Bonds not to exceed the Aggregate Principal Amount of Bonds, the purchase price of the Bonds (the "**Purchase Price**") to be the par amount of such Bonds.

Section 3. Description of Bonds; Security for the Bonds. The Bonds will be issued pursuant to the Bond Law, the Authority Bond Resolution and the Indenture of Trust. The proceeds of the sale of the Bonds will be used by the Issuer to make the Loan to the County; the County will use the proceeds of the Loan to finance installation of Authorized Improvements on Participating Parcels.

The maturity date and the interest rate of each Bond shall be agreed upon by the County, the Authority and the Bond Purchaser

The Revenues to provide a source of payment for the Bonds generally consist of amounts payable by the County under the Loan Agreement. The obligation to repay the Loan is secured by a pledge of Assessments, as defined in the Loan Agreement (the "**Assessments**"). The Assessments will be levied pursuant to Assessment Contracts executed by the County and owners of the Participating Parcels. In connection with the levy of the Assessments, the County will record a Notice of Assessment and a Payment of Contractual Assessment Required (collectively, the "**Assessment Notices**") as an encumbrance on each Participating Parcel. The Special Taxes shall be secured by a lien on the Participating Parcels established by recordation of a notice of special tax lien (each a "**Assessment Notices**") as an encumbrance on each of the Participating Parcels in the real property records of the County.

Section 4. Representations and Warranties of the Issuer. The Issuer represents and warrants to the Bond Purchaser as follows:

(a) The Issuer is duly organized and validly existing under the laws of the State of California (the "**State**").

(b) The Board of Directors has the full legal right, power and authority to adopt the Authority Resolutions, and the Issuer has the full legal right, power and authority (i) to enter into this Purchase Agreement, the Loan Agreement and the Indenture of Trust (collectively, the "**Issuer Documents**"), (ii) upon satisfaction of the conditions in this Purchase Agreement and the Indenture of Trust, to issue, sell and deliver the Bonds to the Bond Purchaser as provided herein, (iii) to secure the Bonds in the manner contemplated in the Indenture of Trust and (iv) to carry out and consummate all other transactions on its part contemplated by the Issuer Documents, and the Issuer and the Board of Directors have complied with all provisions of applicable law, including the Bond Law, in all matters relating to such transactions.

(c) The Issuer has duly authorized (i) the execution and delivery by the Issuer of the Bonds and the execution, delivery and due performance by the Issuer of its obligations under the Issuer Documents and (ii) the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The Authority Resolutions have been duly adopted by the Board of Directors, at meetings that were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolutions are in full force and effect and have not been amended or repealed; and the Issuer Documents, when executed and delivered by the Issuer and the other parties thereto (if any), will constitute a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When delivered to the Bond Purchaser, the Bonds will have been duly authorized by the Board of Directors and duly executed, issued and delivered by the Issuer and will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, and will be entitled to the benefit and security of the Indenture of Trust.

(f) Neither the adoption of the Authority Resolutions, the execution and delivery of the Issuer Documents, nor the consummation of the transactions on the part of the Issuer contemplated herein or therein or the compliance by the Issuer with the provisions hereof or thereof will conflict with, or constitute on the part of the Issuer, a violation of, or a breach of or default under, (i) any material indenture, mortgage, commitment, note or other agreement or instrument to which the Issuer is a party or by which it is bound, (ii) any provision of the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the Issuer (or the members of the Board of Supervisors or any of its officers in their respective capacities as such) is subject, that would have a material adverse affect on the ability of the Issuer to perform its obligations under the Issuer Documents.

(g) Other than the Indenture of Trust, the Issuer has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the Revenues.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the Issuer has been served with process or threatened, which in any way questions the powers of the Board of Directors or the Issuer referred to in paragraph (b) above, or the validity of any proceeding taken by the Board of Directors in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the Issuer Documents, or which, in any way, could adversely affect the validity or enforceability of the Authority Resolutions, the Issuer Documents or the Bonds.

(i) Any certificate signed by an official of the Issuer authorized to execute such certificate and delivered to the Bond Purchaser in connection with the transactions contemplated by the Issuer Documents shall be deemed a representation and warranty by the Issuer to the Bond Purchaser as to the truth of the statements therein contained.

(j) The Bonds will be paid from Revenues (as defined in the Indenture of Trust) received by the Issuer and moneys held in certain funds and accounts established under the Indenture of Trust. The Indenture of Trust creates a valid pledge of, and first lien upon the Revenues deposited thereunder, and the moneys in certain

funds and accounts established pursuant to the Indenture of Trust, subject in all cases to the provisions of the Indenture of Trust permitting the application thereof for the purposes and on the terms and conditions set forth therein.

Section 5. Representations and Warranties of the County. The County represents and warrants to the Authority and the Bond Purchaser as follows:

(a) The County is duly organized and validly existing under the laws of the State of California (the "**State**").

(b) The Board of Supervisors has the full legal right, power and authority to adopt the County Bond Resolution, and the County has the full legal right, power and authority (i) to enter into this Purchase Agreement, the Loan Agreement and the Assessment Contracts (collectively, the "**County Documents**"), (ii) upon satisfaction of the conditions in this Loan Agreement, to incur the Loan, (iii) to secure its obligation to repay the Loan in the manner contemplated in the Loan Agreement and (iv) to carry out and consummate all other transactions on its part contemplated by the County Documents, and the County and the Board of Supervisors have complied with all provisions of applicable law, including Chapter 29, in all matters relating to such transactions.

(c) The County has duly authorized (i) the issuance of the Bonds by the Authority, (ii) the execution, delivery and due performance by the County of its obligations under the County Documents and (iii) the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the County in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The County Bond Resolution has been duly adopted by the Board of Supervisors, at a meeting that 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, and the County Bond Resolution is in full force and effect and has not been amended or repealed; and the County Documents, when executed and delivered by the County and the other parties thereto (if any), will constitute a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) Neither the adoption of the County Bond Resolution, the execution and delivery of the County Documents, nor the consummation of the transactions on the part of the County contemplated herein or therein or the compliance by the County with the provisions hereof or thereof will conflict with, or constitute on the part of the County, a violation of, or a breach of or default under, (i) any material indenture, mortgage, commitment, note or other agreement or instrument to which the County is a party or by which it is bound, (ii) any provision of the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the County (or the members of the Board of Supervisors or any of its officers in their respective capacities as such) is subject, that would have a material adverse affect on the ability of the County to perform its obligations under the County Documents.

(f) Other than the Loan Agreement, the County has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the Assessments.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the County has been served with process or threatened, which in any way questions the powers of the Board of Supervisors or the County referred to in paragraph (b) above, or the validity of any proceeding taken by the Board of Supervisors in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the County Documents, or which, in any way, could adversely affect the validity or enforceability of the County Bond Resolution or the County Documents.

(h) Any certificate signed by an official of the County authorized to execute such certificate and delivered to the Bond Purchaser in connection with the transactions contemplated by the County Documents shall be deemed a representation and warranty by the County to the Bond Purchaser as to the truth of the statements therein contained.

(i) The Loan will be paid from Assessments received by the County and moneys held in certain funds and accounts established under the Loan Agreement. The Loan Agreement creates a valid pledge of, and first lien upon the Assessments deposited thereunder, and the moneys in certain funds and accounts established pursuant to the Loan Agreement, subject in all cases to the provisions of the Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(j) The Assessments may lawfully be levied in accordance with Assessment Contracts and Chapter 29, and, when levied, will be secured by a lien on the Participating Parcels on which they are levied pursuant to the applicable Assessment Notices.

Section 6. Representations and Warranties of the Bond Purchaser. The Bond Purchaser represents and warrants to the Issuer as follows:

(a) Pursuant to the Bond Resolution, the Bond Purchaser has the full legal right, power and authority to execute this Purchase Agreement and to purchase the Bonds as provided herein.

(b) The Bond Purchaser is aware that transfer of the Bonds is limited pursuant to the Indenture.

Section 7. Closings. At such times and dates during the Term of this Purchase Agreement as shall have been mutually agreed upon by the Issuer, the County and the Bond Purchaser, the Issuer will either (i) cause issuance and delivery of the initial Bond or (ii) cause issuance and delivery of an additional Bond or increase the principal amount of an outstanding Bond, all as set forth in Section 3.01(c) of the Indenture of Trust.

Upon satisfaction of the conditions set forth in Section 9 of this Purchase Agreement, the Bond Purchaser will accept delivery of such initial Bond and pay the related Purchase Price by delivering to the Placer County Treasurer-Tax Collector for the account of the Issuer a check payable in federal funds, making a wire transfer in federal funds or making a book transfer

payable to the order of the Placer County Treasurer-Tax Collector. The payment of the Purchase Price and issuance of the initial Bond is herein referred to as the "Initial Closing."

Upon satisfaction of the conditions set forth in Section 3.01(c) of the Indenture of Trust, the Bond Purchaser will accept an additional Bond or accept an increase in the principal of an outstanding Bond and pay the related Purchase Price by delivering to the Placer County Treasurer-Tax Collector for the account of the Issuer a check payable in federal funds, making a wire transfer in federal funds or making a book transfer payable to the order of the Placer County Treasurer-Tax Collector. The payment of the Purchase Price and either issuance of an additional Bond or the increase in the principal amount of an outstanding Bond is herein referred to as a "Subsequent Closing."

Section 8. Termination. The Bond Purchaser shall have the right to cancel its obligations to purchase the Bonds if during the Term of this Purchase Agreement:

(i) either federal or state legislation shall have been enacted causing interest on obligations of the general character of the Bonds, to be includable in California personal income, and such legislation, in the Bond Purchaser's reasonable opinion, materially adversely affects the market price of the Bonds; or

(ii) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture of Trust, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Bond Purchaser, would materially adversely affect the market for or market price of the Bonds; or

(iv) an amendment to the federal or State constitution shall be enacted or action taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the validity or enforceability of the Assessments, the ability of the Issuer to issue the Bonds or the validity of the Loan Agreement.

Section 9. Closing Conditions.

(a) Closing Conditions for Initial Closing. The obligation of the Bond Purchaser to purchase the initial Bond shall be subject (a) to the performance by the Issuer of its obligations to be performed by it hereunder at and prior to the Initial Closing. (b) to the accuracy as of the date hereof and as of the time of the Initial Closing of the representations and warranties of the Issuer herein, and (c) to the following conditions, including the delivery by the Issuer of such documents as are enumerated herein in form and substance satisfactory to the Bond Purchaser:

(a) At the time of Initial Closing, (i) this Purchase Agreement, the Loan Agreement and the Indenture of Trust shall be in full force and effect and shall not have

been amended, modified or supplemented except as may have been agreed to by the Bond Purchaser, (ii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances of the Authority (including, but not limited to, the Authority Resolutions) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and (iii) the County shall have duly adopted and there shall be in full force and effect such resolutions and ordinances of the County (including, but not limited to, the County Bond Resolution) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) Receipt of the Bonds, executed by the Issuer and authenticated by the Placer County Treasurer-Tax Collector, at or prior to the Initial Closing. The terms of the Bonds, when delivered, shall in all instances be as described in Indenture of Trust.

(c) At or prior to the Initial Closing, the Bond Purchaser shall receive the following documents in such number of counterparts as shall be agreeable to the Issuer:

(i) A final approving opinion of Bond Counsel dated the date of Closing.

(ii) Certified copies of the Authority Resolutions and the County Bond Resolution

(iii) An executed copy of the Indenture of Trust.

(iv) An executed copy of the Loan Agreement.

(v) With respect to each Participating Parcel, (A) an executed Assessment Contract and (B) evidence of recordation in the real property records of the County of Assessment Notices in the form required by Chapter 29.

(vi) A certificate, in form and substance as set forth in Exhibit A, of the Issuer, dated as of the Closing Date.

(vii) A certificate, in form and substance of Exhibit B, of the County, dated as of the Closing Date.

(viii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Bond Purchaser or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(b) Closing Conditions for Subsequent Closings. The obligation of the Bond Purchaser to purchase subsequent Bonds or increase the principal amount of an outstanding Bond shall be subject to compliance by the Authority with Section 3.01(c) of the Indenture of Trust.

Section 10. Expenses. The County shall pay all expenses of issuing the Bonds.

Section 11. Benefit of this Purchase Agreement. This Purchase Agreement is made solely for the benefit of the Issuer, the County and the Bond Purchaser and no other person, shall acquire or have any right hereunder or by virtue hereof.

Section 12. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 13. Counterpart. 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.

IN WITNESS WHEREOF, the Issuer, the County and the Bond Purchaser have caused this Purchase Agreement to be signed in their name by authorized representatives, all as of the Effective Date.

PLACER COUNTY PUBLIC FINANCING
AUTHORITY, as Issuer

By: _____
Authorized Representative

COUNTY OF PLACER, as County

By: _____
Authorized Representative

PLACER COUNTY TREASURER-TAX COLLECTOR, as
Bond Purchaser

By: _____
Authorized Representative

EXHIBIT A

**PLACER COUNTY PUBLIC FINANCING AUTHORITY
REVENUE BONDS
(PLACER MPOWER PROGRAM)**

ISSUER CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the Treasurer-Tax Collector of the Placer County Public Financing Authority (the "**Issuer**"), and that, as such, I am authorized to execute this Certificate on behalf of the Issuer in connection with the issuance of the above-referenced (the "**Bonds**").

I hereby further certify on behalf of the Issuer that:

(A) to my best knowledge, after reasonable inquiry, no litigation is pending with respect to which the Issuer has been served with process or threatened (1) to restrain or enjoin the issuance of any of the Bonds; (2) in any way contesting or affecting the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture of Trust, the Loan Agreement or the Purchase Agreement; or (3) in any way contesting the existence or powers of the Issuer;

(B) the representations and warranties made by the Issuer in the Issuer Documents are true and correct in all material respects on the Closing Date, with the same effect as if made on the Closing Date;

(C) as of the date hereof, the Indenture of Trust and the Loan Agreement are in full force and effect in accordance with their terms and have not been amended, modified or supplemented except in such case as may have been agreed to by the Bond Purchaser; and

(D) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Issuer Documents prior to issuance of the Bonds, including the conditions set forth in Section 3.01 of the Indenture of Trust.

Capitalized terms not defined herein shall have the same meaning set forth in the Purchase Agreement dated _____, 20__, among the Issuer, the County and the Bond Purchaser.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date hereinbelow set forth.

Dated: [Closing Date]

PLACER COUNTY PUBLIC FINANCING
AUTHORITY

By: _____
Authorized Representative

EXHIBIT B

**PLACER COUNTY PUBLIC FINANCING AUTHORITY
REVENUE BONDS
(PLACER MPOWER PROGRAM)**

COUNTY CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the _____ of the County of Placer (the "County"), and that, as such, I am authorized to execute this Certificate on behalf of the County in connection with the issuance of the above-referenced (the "Bonds").

I hereby further certify on behalf of the County that:

(A) to my best knowledge, after reasonable inquiry, no litigation is pending with respect to which the County has been served with process or threatened (1) to restrain or enjoin the County's execution and delivery of the Loan Agreement or the Assessment Contracts or the collection of Assessments pledged under the Loan Agreement; (2) in any way contesting or affecting the authority for the issuance of the Loan Agreement or the validity or enforceability of the Loan Agreement or the Purchase Agreement; or (3) in any way contesting the existence or powers of the County;

(B) the representations and warranties made by the County in the County Documents are true and correct in all material respects on the Closing Date, with the same effect as if made on the Closing Date;

(C) as of the date hereof, the Loan Agreement is in full force and effect in accordance with its terms and has not been amended, modified or supplemented except in such case as may have been agreed to by the Bond Purchaser; and

(D) the County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the County Documents prior to issuance of the Bonds, including Section 2.01.

Capitalized terms not defined herein shall have the same meaning set forth in the Purchase Agreement dated _____, 20__, among the Issuer, the County and the Bond Purchaser.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date hereinbelow set forth.

Dated: [Closing Date]

COUNTY OF PLACER

By: _____

Authorized Representative

