$_____
City of Imperial
Community Facilities District No. 2004-3 (Bratton Development)
Special Tax Refunding Bonds, Series 2015A

Bond Purchase Agreement

_____, 2015

City of Imperial Community Facilities
District No. 2004-3 (Bratton Development)
420 S. Imperial Ave.
Imperial, CA 92251

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, hereby offers to enter into the following agreement (the "Agreement") with the City of Imperial Community Facilities District No. 2004-3 (Bratton Development) (the "District"). Upon the acceptance hereof by you, this offer will be binding upon the District and the Underwriter. This offer is made subject to (i) the written acceptance hereof by you and (ii) withdrawal by the Underwriter upon written notice (by facsimile or otherwise) delivered to you at any time prior to the acceptance hereof by you.

The District acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District 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 District on other matters); and (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate on this transaction.

1. **Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, at the Closing Time on the Closing Date (both as defined herein), and the District hereby agrees to sell and deliver to the Underwriter, $_____ aggregate principal amount of its Special Tax Refunding Bonds, Series 2015A (the "Bonds"). The Bonds shall be dated the date of their initial delivery, and shall mature on September 1 in the years shown on Exhibit A hereto, shall bear interest at the rates shown on Exhibit A hereto and shall be subject to

mandatory redemption from sinking fund payments, in the amounts and on the dates shown in the Indenture (as defined below). Interest on the Bonds shall be payable each March 1 and September 1 to maturity or earlier redemption of the Bonds, beginning _____ 1, 20___. The purchase price for the Bonds shall be an amount equal to $_____ (being the aggregate principal amount thereof ($_____), less an underwriter's discount of $_____ and [plus/less original issue premium/discount of $_____]). The date of such payment and delivery is referred to herein as the "Closing Date," the hour and date of such delivery and payment is referred to herein as the "Closing Time," and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the "Closing."

2. **The Bonds.** The Bonds shall be described in, and shall be issued and secured pursuant to, the provisions of the Constitution and the laws of the State of California including the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") and the Bond Indenture, dated as of _____ 1, 2015 (the "Indenture"), by and between the District and Wells Fargo Bank, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds.

The Bonds are being issued for the purpose of refunding certain prior outstanding bonds of the District, funding a reserve fund and paying costs of issuance. The Bonds are secured by Special Taxes (as defined in the Indenture).

The Bonds shall be payable and shall be subject to redemption as provided in the Indenture and shall be as described in the Preliminary Official Statement of the District relating to the Bonds dated _____, 2015 (the "Preliminary Official Statement"), and the Official Statement of the District relating to the Bonds, dated of even date herewith. Such Official Statement, including the cover page and the appendices thereto, as amended to conform to the terms of this Agreement and with such changes and amendments thereto as have been mutually agreed to by the District and the Underwriter, are hereinafter referred to as the "Official Statement."

This Agreement, the Indenture, the Escrow Agreement, dated as of _____ 1, 2015 (the "Escrow Agreement"), by and between the District and Wells Fargo Bank, National Association, as escrow bank (the "Escrow Bank"), and the Continuing Disclosure Agreement, dated as of _____ 1, 2015 (the "Continuing Disclosure Agreement"), by and between the District and _____, as dissemination agent, are referred to herein as the "Basic Documents."

3. **Offering by the Underwriter.** It shall be a condition to the District's obligations to sell and to deliver the Bonds to the Underwriter and to the Underwriter's obligation to purchase, to accept delivery of and to pay for the Bonds that the entire principal amount of the Bonds shall be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing. It is understood that the Underwriter proposes to offer the Bonds for sale to the public (which may include selected dealers) at prices or yields as set forth on the inside cover page of the Official Statement. Concessions from the public offering price may be allowed to selected dealers. It is understood that the initial public offering price and concessions set forth in the Official Statement may vary after the initial public offering. It is further understood that the Bonds may be offered to the public at prices other than the par value thereof.

The net premium on the sale of the Bonds to the public, if any, shall accrue to the benefit of the Underwriter.

4. **Official Statement, Delivery of Other Documents, Use of Documents.**

(a) The District hereby authorizes the use by the Underwriter of the Preliminary Official Statement and the Official Statement (including any supplements or amendments thereto) and the Indenture and the information therein contained, in connection with the public offering and sale of the Bonds.

(b) The District shall deliver to the Underwriter, within seven business days from the date hereof, and in any event, in sufficient time to accompany customer confirmations requesting payment, (i) the Official Statement in "designated electronic format" (as defined by MSRB Rule G-32) and (ii) copies of the Official Statement in sufficient quantity to enable the Underwriter to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The Underwriter hereby agrees to deliver copies of the Official Statement to the MSRB's Electronic Municipal Markets Access (EMMA) system on or before the Closing Date and to each investor that purchases any of the Bonds during the Underwriting Period (as such term is defined in Rule 15c2-12) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

5. **Representations, Warranties and Agreements of the District.** The District represents, warrants and agrees as follows:

(a) Each of District is a community facilities district, duly organized and validly existing under the laws of the State of California.

(b) The District has full legal right, power and authority (i) to enter into the Basic Documents, (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions on its part contemplated by the Basic Documents and the Official Statement.

(c) By all necessary official action, the District has duly authorized and approved the Basic Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations in connection with the issuance of the Bonds on its part contained in the Bonds and the Basic Documents, and the consummation by it of all other transactions contemplated by the Basic Documents in connection with the issuance of the Bonds.

(d) To the best of its knowledge, the District is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the District is a party which breach or default has or may have an adverse effect on the ability of the District to perform its obligations under the Indenture, and no event has occurred and is continuing which

with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Bonds and the Basic Documents, and compliance with the provisions on the District's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture.

(e) To the best of its knowledge, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the District of its obligations in connection with the issuance of the Bonds under the Basic Documents have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the District of its obligations under the Indenture have been duly obtained.

(f) The Bonds when issued will conform to the descriptions thereof contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS;" and the Basic Documents when executed and delivered will conform to the descriptions thereof contained in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY FOR THE BONDS" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

(g) The Bonds, when issued, authenticated and delivered in accordance with the Indenture, and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance and delivery, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, the legally valid and binding pledge of and lien and security interest they purports to create.

(h) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, notice of which has been served on the District, at law or in equity before or by any court, government agency, public board or body, pending or, to the best knowledge of the officer of the District executing this Agreement, threatened against the District, affecting the existence of the District, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge and lien on the Special Taxes pursuant to the Indenture, or contesting or affecting as to the District the validity or enforceability of the Act, the Bonds or the Basic Documents, or contesting the tax-exempt status of interest on the Bonds, or contesting the

completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the District for the issuance of the Bonds, or the execution and delivery or adoption by the District of the Basic Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the District, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Act, as to the District, or the authorization, execution, delivery or performance by the District of the Bonds or the Basic Documents.

(i) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (x) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, (y) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, provided, that the Underwriter shall bear all costs in connection with the District's action under (x) and (y) herein, and (z) assure or maintain the tax-exempt status of the interest on the Bonds.

(j) As of the date thereof, the Preliminary Official Statement does not, except for the omission of certain information permitted to be omitted in accordance with the Rule 15c2-12, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein with respect to the District, in light of the circumstances under which they were made, not misleading.

(k) At the time of the District's acceptance hereof, and (unless an event occurs of the nature described in paragraph (m) of this Section 5) at all times subsequent thereto up to and including the date of the Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that these representations and warranties of the District shall apply only to the information contained in the Official Statement relating to the District.

(l) If the Official Statement is supplemented or amended pursuant to paragraph (m) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the date of the Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that these representations and warranties of the District shall apply only to the information contained in the Official Statement relating to the District.

(m) If between the date of this Agreement and that date which is 25 days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any

event known to the District shall occur affecting the District which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official Statement, as then 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 light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will at its expense prepare and furnish to the Underwriter a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Underwriter.

(n) The District will refrain from taking any action, or permitting any action to be taken, with regard to which the District may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(o) Any certificate signed by any officer of the District and delivered to the Underwriter pursuant to the Indenture, this Agreement or any document contemplated thereby shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(p) The District will cause the proceeds from the sale of the Bonds to be paid to the Trustee for the purposes specified in the Indenture and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the District will not issue or sell any bonds or other obligations, other than the Bonds sold thereby, the interest on and premium, if any, or principal of which will be payable from the payments to be made under the Indenture.

(q) The District shall honor all other covenants on its part contained in the Indenture which are incorporated herein and made a part of this Agreement.

(r) At or prior to the Closing, the District shall have duly authorized, and the District shall have duly executed and delivered, the Continuing Disclosure Agreement, which shall comply with the provisions of Rule 15c2-12 and shall be substantially in the form appended to the Official Statement in Appendix E thereto. Other than as described in the Official Statement, the District has not failed to comply with its prior continuing disclosure undertakings under Rule 15c2-12 in any material respect in the last five years.

6. **Closing.** At 8:00 a.m., Pacific Standard Time, on _____, 2015, or on such earlier date or as soon thereafter as practicable, as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, cause the Trustee to deliver to the Underwriter, the Bonds, in definitive form duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and will pay the purchase price of the Bonds as set forth in Section 1 hereof by delivering federal or other immediately available funds in the amount of such purchase price to the Trustee. The Bonds shall be prepared in fully registered form without coupons in authorized denominations.

7. **Closing Conditions.** The Underwriter has entered into this Agreement in reliance upon the representations and warranties of the District contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Indenture shall be in full force and effect in accordance with its terms and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(c) At the time of the Closing, all necessary official action of the District and of the other parties thereto relating to the Basic Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, there shall not have occurred any change in or affecting particularly the District or the Bonds, as the foregoing matters are described in the Official Statement, which in the reasonable opinion of the Underwriter materially impairs the investment quality of the Bonds;

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed by the District;

(2) A copy of the Indenture, executed by the District and the Trustee;

(3) A copy of this Agreement, executed by the District and the Underwriter;

(4) A copy of the Escrow Agreement, executed by the District and the Escrow Bank;

(5) Certificates of the District with respect to the matters described in Section 5 and in paragraphs (a), (b), (c) and (d) of this Section 7;

(6) An opinion (the "Final Approving Legal Opinion"), dated the date of the Closing and addressed to the District, of Stradling Yocca Carlson & Rauth, a Professional

Corporation, Bond Counsel for the District, substantially in the form set forth in Appendix B to the Official Statement;

(7) A supplemental opinion, dated the date of the Closing and addressed to the Underwriter, of Bond Counsel for the District, in the form acceptable to the Underwriter;

(8) A defeasance opinion, dated the date of the Closing and addressed to the Underwriter, of Bond Counsel for the District, in the form acceptable to the Underwriter;

(9) An opinion, dated the date of the Closing and addressed to the Underwriter, of the General Counsel for the District, in the form acceptable to the Underwriter;

(10) A reliance letter, dated the date of the Closing and addressed to the Underwriter and the Trustee, respectively, of Bond Counsel for the District, regarding the final approving opinion;

(11) An opinion, dated the date of the Closing and addressed to the Underwriter, of Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel for the District, in the form acceptable to the Underwriter;

(12) Transcripts of all proceedings relating to the authorization and issuance of the Bonds certified by the Secretary of the Board of Directors of the District;

(13) An opinion of counsel to the Trustee, to the effect that:

(i) Due Organization and Existence - the Trustee has been duly organized and is validly existing and in good standing under the laws of the United States of America, with full corporate power to undertake the trust duties and obligations under the Indenture;

(ii) Corporate Action - the Trustee has duly authorized, executed and delivered the Indenture, and by all proper corporate action has authorized the acceptance of the duties and obligations of the Trustee under the Indenture and to authorize in such capacity the authentication and delivery of the Bonds;

(iii) Due Authorization, Execution and Delivery - assuming due authorization, execution and delivery by the District, the Indenture are the valid, legal and binding agreements of the Trustee, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law); and

(iv) Consents - exclusive of federal or state securities laws and regulations, to the best of such counsel's knowledge after reasonable inquiry and investigation, 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 filings such counsel believes, after reasonable inquiry and investigation, to 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 by the Trustee of the Indenture or the authentication and delivery of the Bonds;

(14) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture;

(15) A certificate of the Trustee, dated the date of Closing, certifying that, subject to the limitations provided herein, the Trustee represents and warrants and agrees with the Underwriter that as of the date of Closing:

(i) Due Organization and Existence - the Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States of America having the full power and authority to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the terms of the Indenture;

(ii) No Conflict - to the best of the knowledge of the Trustee, after due investigation, the execution and delivery by the Trustee of the Indenture and the authentication and delivery by the Trustee of the Bonds, 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, or 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; and

(iii) No Litigation - to the best of the knowledge of the Trustee, no litigation has been served upon 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 Indenture;

(16) An executed copy of the Continuing Disclosure Agreement substantially in the forms presented in Appendix E to the Official Statement;

(17) A certificate from General Government Management Services, Inc. ("Special Tax Consultant") to the effect that (i) the Special Tax if applied in accordance with the terms as set forth in the rate and method of apportionment of special taxes (the "Special Tax Formula"), after deducting Administrative Expenses Cap, will annually yield sufficient revenue to make timely payments of debt service on the Bonds, provided that information and other data supplied by the District, the Financial Advisor, the Underwriter or by any of their agents, which has been relied upon by the Special Tax Consultant is true and correct, (ii) the Net Taxes, if collected in the maximum amounts permitted pursuant to the Special Tax Formula on the Closing Date, would generate at least 110% of the maximum debt service payable with respect to the Bonds payable from such Special Tax during each fiscal year, based on a debt service

schedule supplied by the Underwriter and relied upon by the Special Tax Consultant, (iii) the information supplied by such firm for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date, and (iv) the description of the Special Tax Formula contained in the Official Statement is correctly presented in all material respects;

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the District's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the District on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Bond Counsel and the Underwriter. The opinions and other documents presented as an exhibit to this Agreement or as Appendices to the Official Statement shall be deemed satisfactory provided they are substantially in the forms attached as an exhibit to this Agreement or as Appendices to the Official Statement.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder.

8. **Termination.** The Underwriter shall have the right to terminate the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing or by facsimile or e-mail, of their election to do so, if, after the execution hereof and prior to the Closing: (a) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency; (b) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or California; (c) an event shall have occurred or been discovered as described in paragraph (m) of Section 5 hereof which in the opinion of the Underwriter requires the preparation and publication of disclosure material or a supplement or amendment to the Official Statement; (d) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Bonds; (e) legislation shall be introduced, by amendment or otherwise, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities

Exchange Act of 1934, .as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Bonds or the Bonds, as contemplated hereby or by the Official Statement; (f) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (g) the New York Stock Exchange, or other national securities exchange or association or any governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of broker-dealers; (h) trading in securities on the New York Stock Exchange or the American Stock Exchange shall have been suspended or limited or minimum prices have been established on either such exchange; or (i) any action shall have been taken by any government in respect of its monetary affairs which, in the reasonable opinion of the Underwriter, has a material adverse effect on the United States securities market.

If this Agreement shall be terminated pursuant to Section 7 or this Section 8, or if the purchase provided for herein is not consummated because any condition to the Underwriter's obligation hereunder is not satisfied or because of any refusal, inability or failure on the part of the District to comply with any of the terms or to fulfill any of the conditions of this Agreement, or if for any reason the District shall be unable to perform all of its obligations under this Agreement, the District shall not be liable to the Underwriter for damages on account of loss of anticipated profits arising out of the transactions covered by this Agreement.

9. **Payment of Costs and Expenses.** The District shall pay (a) all costs and expenses incident to the sale and delivery of the Bonds to the Underwriter, including, but not limited to: (i) the fees and expenses of the District and its Counsel, Disclosure Counsel, Financial Advisor, Special Tax Consultant and other consultants; (ii) the fees and expenses of Bond Counsel; (iii) all costs and expenses incurred in connection with the preparation and printing of the Bonds; (iv) all expenses in connection with the preparation, printing, distribution and delivery of the Preliminary Official Statement, the Official Statement and any amendment or supplement thereto; (v) California Municipal Statistics fees, and (vi) the fees and expenses of the Trustee and its counsel shall be payable by the District from the proceeds of the Bonds.

(b) The District shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including any advertising expenses.

10. **Representations, Warranties and Agreements to Survive Delivery.** The representations, warranties, indemnities, agreements and other statements of the District and the Underwriter or their officers or partners set forth in, or made pursuant to, this Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf

of the District or the Underwriter or any controlling person and will survive delivery of and payment for the Bonds.

11. **Notices.** Any notice or other communication to be given under this Agreement may be given by delivering the same in writing:

To the District:	City of Imperial Community Facilities District No. 2004-3 (Bratton Development) c/o City of Imperial 420 S. Imperial Ave. Imperial, CA 92251 Attention: City Manager
To the Underwriter:	Stifel, Nicolaus & Company, Incorporated One Montgomery Street, 35th Floor San Francisco, CA 94104 Attention: Ralph Holmes

12. **Parties in Interest.** This Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof All of the District's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

13. **Determination of End of the Underwriting Period.** For purposes of this Agreement, the End of the Underwriting Period for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of the Rule will not occur on the day of the Closing, or (b) the date on which notice is given to the District by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the District pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing, the Underwriter agrees to notify the District in writing as soon as practicable following the "end of the underwriting period" for the Bonds for all purposes of the Rule 15c2-12.

14. **Effectiveness.** This Agreement shall become effective upon the execution of the acceptance by the designee of the District and shall be valid and enforceable at the time of such acceptance.

15. **Headings.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

17. **Counterparts.** This Agreement may be executed in any number of counterparts.

If the foregoing is in accordance with your understanding of the Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement between the District and the Underwriter in accordance with its terms.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Title _____

Accepted:

This _____ day of _____ 2015

CITY OF IMPERIAL COMMUNITY FACILITIES DISTRICT NO. 2004-3 (BRATTON DEVELOPMENT)

By: _____
City Manager

Time of Execution: _____

Exhibit A

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield