

BOND PURCHASE AGREEMENT

**[\$[Par Amount]]
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
(Alameda and Contra Costa Counties, California)
2021 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)**

[Sale Date]

Board of Education
Livermore Valley Joint Unified School District
685 East Jack London Boulevard
Livermore, California 94551

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated, as representative (the “Representative”) on behalf of itself and RBC Capital Markets, LLC (each, an “Underwriter” and, together, the “Underwriters”) hereby offers to enter into this Bond Purchase Agreement (the “Purchase Contract”) with the Board of Education of the Livermore Valley Joint Unified School District (the “District”), acting through its Superintendent or another Authorized District Representative. The offer made hereby is subject to acceptance by the District by execution and delivery of this Purchase Contract to the Underwriters at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the District. Upon acceptance of this offer by the District in accordance with the terms hereof, this Purchase Contract will be binding upon the District and upon the Underwriters.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the District for offering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the \$[Par Amount] aggregate principal amount of the Livermore Valley Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds”), at the purchase price of \$[Purchase Price] (the “Purchase Price”), which has been computed as the aggregate principal amount of the Refunding Bonds (\$[Par Amount].00) less Underwriters’ discount (\$[UW Discount]) and less costs of issuance (\$[COI]). The Underwriters’ discount does not exceed 0.25% of the aggregate principal amount of the Refunding Bonds. The present value of the debt service savings with respect to the Prior Bonds (as defined in the Escrow Agreement) is at least [_._] % of the aggregate principal amount of the Prior Bonds.

The District acknowledges and agrees that (i) the purchase and sale of the Refunding Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the District and the Underwriters, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as agents or fiduciaries of or municipal advisors to the District, (iii) the Underwriters have not assumed (individually or collectively) an

advisory or fiduciary responsibility in favor of the District with respect to (a) the offering of the Refunding Bonds or the process leading thereto (whether or not the Underwriters have advised or are currently advising the District on other matters) or (b) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it has deemed appropriate in connection with the offering of the Refunding Bonds. The District acknowledges that it has previously received from each of the Underwriters a letter regarding Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 Disclosures, and that it has provided the Underwriters acknowledgement of such letters.

2. The Refunding Bonds. The Refunding Bonds shall be issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, in accordance with Resolution No. [_____] of the Board of Education of the District, adopted on September 7, 2021 (the “Resolution”), and pursuant to the terms of that certain Paying Agent Agreement, dated as of October 1, 2021 (the “Paying Agent Agreement”), to be entered into by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”) with respect to the Refunding Bonds. The Refunding Bonds shall be used to refund, on an advance basis, the Prior Bonds pursuant to an Escrow Agreement, dated as of October 1, 2021 (the “Escrow Agreement”), to be entered into by and between the District and U.S. Bank National Association, as escrow agent (the “Escrow Agent”). The Refunding Bonds shall conform in all respects to the terms and provisions set forth in the Resolution, the Paying Agent Agreement, and in Appendix A to this Purchase Contract.

The Refunding Bonds shall be dated the date of delivery, and shall mature on August 1 in each of the years, in the principal amounts, and pay interest at the rates shown in Appendix A. Interest on the Refunding Bonds shall be payable on February 1, 2022, and thereafter on February 1 and August 1 in each year until maturity.

The Refunding Bonds are not subject to redemption prior to maturity.

The Refunding Bonds shall be issued in full book-entry form and otherwise be as described in the preliminary Official Statement of the District with respect thereto, dated [September 28], 2021 (the “Preliminary Official Statement”).

One fully registered certificate for each maturity of the Refunding Bonds will be prepared and delivered as described in Section 8 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY (“DTC”), and will be made available to the Underwriters for inspection at such place as may be mutually agreed to by the Underwriters and the District, not less than one business day prior to the Closing Date, as defined in Section 8 hereof. The Underwriters shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Refunding Bonds, but neither the failure to print such number on any Refunding Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Refunding Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriters hereby certify that they have made a bona fide public offering of all the Refunding Bonds as of the date hereof at the prices or yields shown in

the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriters shall provide the District with information regarding the prices or yields at which a representative portion (at least 10%) of each maturity of the Bonds were sold to the public, in such form as the District may reasonably request, for purposes of determining the yield on the Bonds. Subsequent to such initial public offering, the Underwriters reserve the right to change such initial public offering prices or yields as they deem necessary in connection with the marketing of the Refunding Bonds; provided that the Underwriters shall not change the interest rates on the Refunding Bonds set forth in Appendix A. The Refunding Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The District hereby ratifies, approves and confirms the distribution of this Purchase Contract, the Resolution, the Paying Agent Agreement, the Escrow Agreement, the Continuing Disclosure Certificate (as defined herein) and the Preliminary Official Statement of the District with respect to the Refunding Bonds, in connection with the public offering and sale of the Refunding Bonds by the Underwriters.

The Underwriters hereby represent that they have received and reviewed the Preliminary Official Statement, and hereby agree that they will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the final Official Statement describing the Refunding Bonds, dated the date hereof (the "Official Statement"), to each customer who purchases any Refunding Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to the MSRB on or before the Closing Date (as defined herein), and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Refunding Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

Delivery of the Official Statement to the Underwriters shall be construed as a representation of the District that the District has reviewed and approved such Official Statement and authorizes the distribution thereof in electronic form.

The Underwriters hereby agree that prior to the time the Official Statement is available, the Underwriters will send to any potential purchaser of the Refunding Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will deliver a copy of the Official Statement by electronic means to the Underwriters within seven business days from the date hereof, signed by an Authorized District Representative, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriters, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the District. The District represents to and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, to enter into the Paying Agent Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, and to observe and perform the District's covenants and agreements contained herein and therein.

(c) The District has duly adopted the Resolution in accordance with the laws of the State of California; the Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the Resolution are true and correct; the District has duly authorized and approved the execution and delivery of, and the observance and performance by the District of its covenants and agreements contained in the Refunding Bonds, the Paying Agent Agreement, the Escrow Agreement and this Purchase Contract; and the District has complied, and will at the Closing be in compliance in all respects, with its obligations in connection with the issuance of the Refunding Bonds contained in this Purchase Contract, the Resolution, the Paying Agent Agreement, the Escrow Agreement and the Refunding Bonds.

(d) The District represents to the Underwriters that the Preliminary Official Statement has been "deemed final" by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date and as of the Closing Date will not, and if supplemented or amended, as of the date of any such supplement or amendment, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Refunding Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector of the County of Alameda (the "Treasurer-Tax Collector")); and information provided by the Underwriters regarding the prices or yields at which the Refunding Bonds were re-offered to the public, as to all of which the District expresses no view.

(f) The District agrees that, for a period of 25 days after the end of the "underwriting period" (as defined in Rule 15c2-12), if any event of which it has actual knowledge occurs which might cause the information in the Official Statement as then in existence to contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, the District shall promptly notify the Underwriters in writing of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the reasonable opinion of the Underwriters, to amend or supplement the Official Statement so that the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to

make the statements therein, in light of the circumstances under which such statements were made, not misleading, and if the Underwriters shall have so advised the District, the District shall forthwith cooperate with the Underwriters in the prompt preparation and furnishing to the Underwriters, at the expense of the District, of a reasonable number of copies of an amendment of or a supplement to the Official Statement, in form and substance satisfactory to the Underwriters, which will so amend or supplement the Official Statement so that, as amended or supplemented, it will not contain any untrue or misleading statement of a material fact or omit to state any fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading. The District shall promptly advise the Underwriters of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Refunding Bonds. Unless the Underwriters otherwise advise the District that the end of the underwriting period shall be another specified date, the end of the underwriting period shall be the Closing Date.

(g) The District will undertake, pursuant to the Paying Agent Agreement and a Continuing Disclosure Certificate, dated the Closing Date (the “Continuing Disclosure Certificate”) to provide certain annual financial information and notices of the occurrence of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Except as disclosed in the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings pursuant to Rule 15c2-12.

(h) The District has, and has had, no financial advisory relationship with the Underwriters with respect to the Refunding Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriters.

(i) Between the date hereof and the Closing Date, without prior written notice to the Underwriters, the District will not have issued, nor will the County of Alameda have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(j) The District hereby agrees to take any and all actions as may be required by the County of Alameda or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Refunding Bonds, and the deposit and investment of Refunding Bond proceeds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector a copy of the Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Refunding Bonds.

(k) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Refunding Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Refunding Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriters may reasonably request, or which have not been taken or obtained; provided,

however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(l) To the best knowledge of the District, the issuance of the Refunding Bonds, and the execution, delivery and performance of the Resolution, the Paying Agent Agreement, this Purchase Contract and the Refunding Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(m) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Refunding Bonds, or the application of the proceeds of the sale of the Refunding Bonds, or the collection or levy of taxes contemplated by the Resolution and available to pay the principal of and interest on the Refunding Bonds, or in any way contesting or affecting the validity or enforceability of the Refunding Bonds, the Resolution, the Paying Agent Agreement, the Escrow Agreement or this Purchase Contract or contesting the powers of the District or its authority with respect to the Refunding Bonds, the Resolution, the Paying Agent Agreement, the Escrow Agreement or this Purchase Contract or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by the Resolution, the Paying Agent Agreement or this Purchase Contract, (B) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exemption of interest paid on the Refunding Bonds from California personal income taxation.

(n) Any certificates signed by any officer of the District and delivered to the Underwriters shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, as to the statements made therein.

(o) The financial statements of the District contained in the Preliminary Official Statement and Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth.

(p) The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Prior Bonds or enter into this Purchase Contract for the sale of the Refunding Bonds to the Underwriters.

5. Representations and Agreements of the Underwriters. The Underwriters represent to and agree with the District that, as of the date hereof and as of the date of the Closing:

(a) The Representative is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it, and the undersigned officer of the Representative is duly authorized to sign this Purchase Contract and to bind itself hereby.

(b) The Underwriters are in compliance with MSRB Rule G-37 with respect to the District, and are not prohibited thereby from acting as underwriters with respect to securities of the District.

(c) The Underwriters have, and have had, no financial advisory relationship with the District with respect to the Refunding Bonds, and no investment firm controlling, controlled by or under common control with the Underwriters has or has had any such financial advisory relationship.

(d) The Underwriters have reasonably determined that the District's undertaking pursuant to Sections 4(g) and 6(a)(10) hereof to provide continuing disclosure with respect to the Refunding Bonds is sufficient to effect compliance with Rule 15c2-12.

6. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Refunding Bonds, the District will provide to the Underwriters:

(1) a certificate, signed by an official of the District, confirming to the Underwriters that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Refunding Bonds to rely upon the Official Statement in connection with the resale of the Refunding Bonds; excluding in each case any information contained therein relating to DTC or its book-entry only system; CUSIP numbers of the Refunding Bonds; information contained therein describing the investment policy of the County of Alameda, its current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax Collector); and information provided by the Underwriters regarding the prices or yields at which the Refunding Bonds were re-offered to the public, as to all of which the District expresses no view.

(2) a certificate, signed by an official of the County of Alameda, confirming to the Underwriters that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, solely with respect to the information contained therein describing the County of Alameda's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the Treasurer-Tax

Collector), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate, signed by an official of the District (or an opinion of counsel to the District), confirming to the Underwriters that, as of the date of this Purchase Contract and at the time of Closing, there is no litigation pending, with service of process completed, or, to the best of the knowledge of said person, threatened, concerning the validity of the Refunding Bonds, the levy of taxes to repay the Refunding Bonds or the application of tax proceeds to that purpose, the corporate existence of the District, or the entitlement of the officers of the District who have signed the Refunding Bonds and the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriters that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Refunding Bonds (“Bond Counsel”), addressed to the District, approving the validity of the Refunding Bonds, substantially in the form set forth as Appendix C to the Official Statement.

(6) a supplemental opinion of Bond Counsel in a form acceptable to the Underwriters, substantially in the form set forth as Appendix B herein.

(7) an opinion of Kutak Rock LLP, counsel for the Underwriters (“Underwriters’ Counsel”), dated the date of Closing and addressed to the Underwriters, satisfactory in form and substance to the Underwriters.

(8) [reserved].

(9) the receipt of the District or its agent confirming payment by the Underwriters of the Purchase Price of the Refunding Bonds.

(10) the duly executed Continuing Disclosure Certificate of the District, in substantially the form attached as Appendix D to the Preliminary Official Statement.

(11) a certified copy of the adopted Resolution.

(12) an executed copy of the Paying Agent Agreement.

(13) an executed copy of the Escrow Agreement.

(14) a written certificate of the Escrow Agent, executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that: (i) the Escrow Agent is a national banking association, duly organized and validly existing under

the laws of the United States of America, having full power to enter into, accept and perform its duties under the Escrow Agreement, and (ii) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Agent and constitutes the legal, valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(15) a final verification report of Causey Demgen & Moore P.C. (the "Verification Agent") on the mathematical accuracy of certain computations with respect to the adequacy of the money in the Escrow Fund.

(16) a certificate signed by an Authorized District Representative evidencing his or her determination with respect to the Preliminary Official Statement in accordance with the Rule.

(17) an executed copy of this Purchase Contract.

(18) an executed copy of the Official Statement.

(19) the letter of Moody's Investors Service, to the effect that such rating agency has rated the Refunding Bonds "[____]" (or such other equivalent rating as such rating agency may give), and that such rating has not been revoked or downgraded.

(20) such additional opinions, certificates, and documents as Bond Counsel, or the Underwriters or counsel to the Underwriters may reasonably request to evidence the truth and correctness, as of the Closing Date, of the representations of the parties contained herein, and of the District contained in the Official Statement, and the due performance or satisfaction by the parties at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Refunding Bonds and the payment of the Purchase Price thereof, the Underwriters will provide to the District;

(1) the receipt of the Underwriters, in form satisfactory to the District and signed by an authorized officer of the Representative, confirming delivery of the Refunding Bonds to the Underwriters and the satisfaction or waiver of all conditions and terms of this Purchase Contract by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriters contained in this Purchase Contract are true, complete and correct in all material respects.

(2) the certifications of the Underwriters, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 3 hereof.

7. Termination. (a) *By District.* In the event of the District's failure to deliver the Refunding Bonds at the Closing, or inability of the District to satisfy the conditions to the

obligations of the Underwriters contained herein (unless waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) *By Underwriters.*

(1) *Excused.* The Underwriters may terminate this Purchase Contract, without any liability of the Underwriters therefor, by notification to the District if on or prior to the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Refunding Bonds, in the reasonable opinion of the Underwriters, upon consultation with the District:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or a ruling or regulation shall have been issued by the U.S. Treasury, or legislation shall have been enacted by the State of California which renders interest on the Refunding Bonds not exempt from State of California personal income taxes, which in the reasonable opinion of the Underwriters materially adversely affects the marketability or market price of the Refunding Bonds;

(D) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Refunding Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended;

(E) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Refunding Bonds or obligations of the general character of the Refunding 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 charges to the net capital requirements of, underwriters;

(F) Congress shall have made a formal declaration of war, or the President of the United States shall have ordered a new major engagement in or escalation of military hostilities, or there shall have occurred a declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States;

(G) there shall have occurred, or any notice shall have been given of any intended downgrade, suspension, withdrawal or negative change in credit watch status by any national credit agency currently rating the Refunding Bonds;

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

(I) There shall have occurred any materially adverse change in the affairs or financial condition of the District.

(2) *Unexcused.* In the event the Underwriters shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Refunding Bonds upon tender of the Refunding Bonds at the Closing, the Underwriters shall have no right in or to the Refunding Bonds.

8. Closing. At or before 9:00 a.m., California time, on [Closing Date], or at such other date and time as shall have been mutually agreed upon by the District and the Underwriters, the District will deliver or cause to be delivered to the Underwriters the Refunding Bonds in book-entry form duly executed by the District, together with the other documents described in Section 6(a) hereof; and the Underwriters will accept such delivery and pay the Purchase Price of the Refunding Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Refunding Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 6(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Refunding Bonds as described herein shall be made to the Paying Agent on behalf of the District in San Francisco, California or at such other place as shall have been mutually agreed upon by the District and the Underwriters. The Refunding Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the District and the Underwriters. All other documents to be delivered in connection with the delivery of the Refunding Bonds shall be delivered at the

offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery are herein called the “Closing” and the date thereof the “Closing Date.”

9. [Reserved].

10. Expenses. (a) The District shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder from the proceeds of the Refunding Bonds (or from any other sources of available funds of the District), which expenses include, but are not limited to: (i) the cost of the preparation and reproduction of the Resolution, the Paying Agent Agreement and the Escrow Agreement; (ii) the fees and disbursements of the District’s municipal advisor with respect to the Refunding Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Refunding Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriters in accordance herewith; (vi) initial rating fee of Moody’s Investors Service; (vii) fees and expenses of the Paying Agent for the Refunding Bonds; (viii) fees and expenses of the Escrow Agent for the Refunding Bonds; (ix) fees of the Verification Agent; and (x) expenses for travel, lodging and meals relating to meetings connected to the authorization, sale, issuance and distribution of the Refunding Bonds including, without limitation, rating agency visits. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Refunding Bonds.

(b) All other costs and expenses incurred by the Underwriters as a result of or in connection with the purchase of the Refunding Bonds and their public offering and distribution shall be borne by the Underwriters, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission (“CDIAC”); and (v) fees of counsel to the Underwriters, including costs or fees of qualifying the Refunding Bonds for offer and sale in various states chosen by the Underwriters and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to the District by delivering the same in writing to the District at the address given below, and may be given to the Underwriters by delivering the same in writing to the address of the Underwriters set forth below, or such other address as the District or the Underwriters may designate by notice to the other parties.

To the District: Livermore Valley Joint Unified School District
685 East Jack London Boulevard
Livermore, California 94551
Attention: Assistant Superintendent of Business Services

To the Underwriters: Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 37th Floor
San Francisco, California 94104
Attention: Erica Gonzalez

RBC Capital Markets, LLC
Two Embarcadero Center, Suite 1200
San Francisco, California 94111
Attention: Katherine Jacobson

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriters, and is solely for the benefit of the District and the Underwriters (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Refunding Bonds hereunder or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and Sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authorized District Representative, and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Contract, for the purchase and sale of the Livermore Valley Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable), may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Representative on behalf of
itself and RBC CAPITAL MARKETS, LLC

By: _____
Managing Director

Accepted: [Sale Date]
Time: _____ p.m. (Pacific Time)

LIVERMORE VALLEY JOINT UNIFIED
SCHOOL DISTRICT

By: _____
Assistant Superintendent of Business Services

APPENDIX A

BOND TERMS

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
(Alameda and Contra Costa Counties, California)
2021 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)**

Interest Rates:

See attached Pricing Report from Underwriters as Schedule A.

Principal Payments:

See attached Pricing Report from Underwriters as Schedule A.

Terms of Redemption:

The Refunding Bonds are not subject to redemption prior to maturity.

SCHEDULE A

Bond Pricing

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
(Alameda and Contra Costa Counties, California)
2021 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)**

<u>Maturity</u> <u>Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
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APPENDIX B

PROPOSED FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

Stifel Nicolaus & Company, Incorporated
San Francisco, California

RBC Capital Markets, LLC
San Francisco, California

Livermore Valley Joint Unified School District
2021 General Obligation Refunding Bonds (Federally Taxable)
Supplemental Opinion

Ladies and Gentlemen:

This letter is addressed to you, as Underwriters (collectively, the “Underwriter”), pursuant to Section 6(a)(6) of the Bond Purchase Agreement, dated [Sale Date] (the “Purchase Contract”), between you and the Livermore Valley Joint Unified School District (the “District”), providing for the purchase of \$[Par Amount] principal amount of Livermore Valley Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable) (the “Bonds”). The Refunding Bonds are being issued pursuant to a paying agent agreement, dated as of October 1, 2021 (the “Paying Agent Agreement”), by and between the District and U.S. Bank National Association, as paying agent (the “Paying Agent”), and a resolution adopted by the District on September 7, 2021 (the “District Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Paying Agent Agreement or, if not defined in the Paying Agent Agreement, in the Purchase Contract.

We have delivered our final legal opinion (the “Bond Opinion”) as bond counsel to the District concerning the validity of the Refunding Bonds and certain other matters, dated the date hereof and addressed to the District. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond and disclosure counsel to the District, we have reviewed the Purchase Contract, the District Resolution, the Paying Agent Agreement, certificates of the District and others, and such other documents and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after original delivery of the Refunding Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Refunding Bonds on the date hereof. We have assumed the genuineness of all documents and

signatures provided to us and the due and legal execution and delivery thereof by, and validity against, any parties other than the District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Refunding Bonds, the District Resolution, the Paying Agent Agreement, and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, 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 and counties in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the District Resolution, or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

1. The Refunding Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution and the Paying Agent Agreement are each exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Contract has been duly executed and delivered by the District and (assuming due authorization, execution and delivery by, and validity against the other parties thereto) is a valid and binding agreement of the District.

3. The statements contained in the Official Statement under the captions: "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – General," "– Pledge of Tax Revenues," "TAX MATTERS," and APPENDIX C – "PROPOSED FORMS OF OPINIONS OF BOND COUNSEL," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the District Resolution and the Paying Agent Agreement, or set out the form and content of our Bond Opinion, are accurate in all material respects.

4. We are not passing upon and do not assume any responsibility for the accuracy (except as explicitly stated in paragraph 3 above), completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. In our capacity as bond and disclosure counsel to the District in connection with the issuance of the Refunding Bonds, we participated in conferences with your representatives, your counsel, representatives of the District, the Paying Agent, Isom Advisors, a Division of Urban Futures, Inc., as municipal advisor to the

District, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-referenced conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District and others and on the records, documents, certificates, opinions and matters herein mentioned, subject to the limitations on our role as bond and disclosure counsel, we advise you as a matter of fact and not opinion that no facts came to the attention of the attorneys in our firm rendering legal services with respect to the Official Statement which caused us to believe that the Official Statement as of its date and as of the date hereof (except for any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about litigation, any statements about compliance with prior continuing disclosure undertakings, or any information about book-entry, DTC, ratings, rating agencies, the Underwriter, underwriting, and the information contained in Appendices B, E and F included or referred to therein or omitted therefrom, which we expressly exclude from the scope of this paragraph and as to which we express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Official Statement.

This letter is furnished by us as bond and disclosure counsel to the District. No attorney-client relationship has existed or exists between our firm and you in connection with the Refunding Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriter of the Refunding Bonds, is solely for your benefit as such Underwriter in connection with the original issuance of the Refunding Bonds on the date hereof and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP