

## **LOCAL OBLIGATIONS PURCHASE AGREEMENT**

This **LOCAL OBLIGATIONS PURCHASE AGREEMENT** (this “Purchase Agreement”), dated June \_\_, 2025, is by and among the following parties:

(i) **City of Lake Elsinore Community Facilities District No. 2004-3 (Rosetta Canyon)** (“CFD No. 2004-3”), a community facilities district organized and existing under the Mello-Roos Act Community Facilities Act of 1982, (the “Mello-Roos Act”) with respect to its Improvement Area 1;

(ii) **CFD No. 2004-3**, a community facilities district organized and existing under the Mello-Roos Act with respect to its Improvement Area 2;

(iii) **City of Lake Elsinore Community Facilities District No. 2005-6 (City Center Townhomes)** (“CFD No. 2005-6”), a community facilities district organized and existing under the Mello-Roos Act;

(iv) **City of Lake Elsinore Community Facilities District No. 2005-1 (Serenity)** (“CFD No. 2005-1”), a community facilities district organized and existing under the Mello-Roos Act;

(v) **City of Lake Elsinore Community Facilities District No. 2005-2 (Alberhill Ranch)** (“CFD No. 2005-2”), a community facilities district organized and existing under the Mello-Roos Act;

(vi) **City of Lake Elsinore Community Facilities District No. 2006-2 (Viscaya)** (“CFD No. 2006-2”), a community facilities district organized and existing under the Mello-Roos Act;

(vii) **City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills)** (“CFD No. 2003-2” together with CFD No. 2004-3, CFD No. 2005-6, CFD No. 2005-1, CFD No. 2005-2, CFD No. 2006-2, CFD No. 2003-2-A and CFD No. 2003-2-C, the “CFDs”), a community facilities district organized and existing under the Mello-Roos Act with respect to its Improvement Area A;

(viii) **CFD No. 2003-2**, a community facilities district organized and existing under the Mello-Roos Act with respect to its Improvement Area B; and

(ix) **CFD No. 2003-2**, a community facilities district organized and existing under the Mello-Roos Act with respect to its Improvement Area C;

*WITNESSETH:*

**WHEREAS**, the Authority is a joint exercise of powers authority duly organized and existing 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 (the “Bond Law”) to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing or refinancing for public capital improvements of member entities of the Authority and other local agencies within the State of California;

**WHEREAS**, the CFDs are issuing the following bonds (each referred to herein as a series of “CFD Bonds” and together as the “Local Obligations”) pursuant to the following Bond Indentures

(each, a “Local Obligations Bond Indenture,” and collectively, the “Local Obligations Bond Indentures,”) to refund the following outstanding bonds (the “Prior Bonds”):

(a) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Improvement Area A 2025 Special Tax Refunding Bonds (the “CFD No. 2003-2 Improvement Area A Bonds”) are being issued by CFD No. 2003-2 to finance additional facilities and refund the outstanding City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Special Tax Bonds, Series 2014 (Improvement Area A) pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2003-2 and Wilmington Trust, National Association;

(b) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Improvement Area B 2025 Special Tax Refunding Bonds (the “CFD No. 2003-2 Improvement Area B Bonds”) are being issued by CFD No. 2003-2 to refund the outstanding City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Improvement Area B, 2015 Special Tax Refunding Bonds pursuant to a Second Supplemental Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2003-2 and Wilmington Trust, National Association;

(c) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Improvement Area C 2025 Special Tax Refunding Bonds (the “CFD No. 2003-2 Improvement Area C Bonds”) are being issued by CFD No. 2003-2 to refund the outstanding City of Lake Elsinore Community Facilities District No. 2003-2 (Canyon Hills) Special Tax Bonds, Series 2014 (Improvement Area C) pursuant to a Fourth Supplemental Fiscal Agent Agreement, dated as of June 1, 2025, by and between CFD No. 2003-2 and Wilmington Trust, National Association;

(d) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2004-3 (Rosetta Canyon) Improvement Area No. 1 2025 Special Tax Refunding Bonds (the “CFD No. 2004-3 Improvement Area 1 Bonds”) are being issued by CFD No. 2004-3 to refund the outstanding City of Lake Elsinore Community Facilities District No. 2004-3 (Rosetta Canyon) Improvement Area No. 1, 2015 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2004-3 and Wilmington Trust, National Association;

(e) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2004-3 (Rosetta Canyon) Improvement Area No. 2 2025 Special Tax Refunding Bonds (the “CFD No. 2004-3 Improvement Area 2 Bonds”) are being issued by CFD No. 2004-3 to finance additional facilities and to refund the outstanding City of Lake Elsinore Community Facilities District No. 2004-3 (Rosetta Canyon) Improvement Area No. 2, 2015 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2004-3 and Wilmington Trust, National Association;

(f) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2005-1 (Serenity) 2025 Special Tax Refunding Bonds (the “CFD No. 2005-1 Bonds”) are being issued by CFD No. 2005-1 to finance additional facilities and to refund the outstanding City of Lake Elsinore Community Facilities District No. 2005-1 (Serenity), 2015 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2005-1 and Wilmington Trust, National Association;

(g) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2005-2 (Alberhill Ranch) 2025 Special Tax Refunding Bonds (the “CFD No. 2005-2 Improvement Area A Bonds”) are being issued by 2005-2 to finance additional facilities and to refund the outstanding City

of Lake Elsinore Community Facilities District No. 2005-2 (Alberhill Ranch) Improvement Area A, 2015 Special Tax Refunding Bonds and to refund the City of Lake Elsinore Community Facilities District No. 2005-2 (Alberhill Ranch) Improvement Area A 2019 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2005-2 and Wilmington Trust, National Association;

(h) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2005-6 (City Center Townhomes) 2025 Special Tax Refunding Bonds (the “CFD No. 2005-6 Bonds”) are being issued by CFD No. 2005-6 to refund the outstanding City of Lake Elsinore Community Facilities District No. 2005-6 (City Center Townhomes), 2015 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2005-6 and Wilmington Trust, National Association;

(i) \$\_\_\_\_\_ of City of Lake Elsinore Community Facilities District No. 2006-2 (Viscaya) 2025 Special Tax Refunding Bonds (the “CFD No. 2006-2 Bonds”) are being issued by CFD No. 2006-2 to refund the outstanding City of Lake Elsinore Community Facilities District No. 2006-2 (Viscaya), 2015 Special Tax Refunding Bonds pursuant to a Bond Indenture, dated as of June 1, 2025, by and between CFD No. 2006-2 and Wilmington Trust, National Association;

**WHEREAS**, the Authority has authorized the issuance of its Lake Elsinore Facilities Financing Authority Local Agency Revenue Refunding Bonds Series 2025A (the “Authority Bonds”), under an Indenture of Trust dated as of June 1, 2025 (the “Authority Bond Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”) and under the Bond Law for the purpose of providing the funds required to acquire the Local Obligations; and

**WHEREAS**, the Authority and the CFDs desire to enter into this Local Obligations Purchase Agreement providing for the purchase and sale of the Local Obligations by the CFDs to the Authority and containing the other agreements herein set forth.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and the CFDs agree as follows:

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the CFDs hereby commit to sell to the Authority and do hereby sell to the Authority, and the Authority hereby commits to purchase from the CFDs and does hereby purchase from the CFDs with the proceeds of the Authority Bonds all of the \$\_\_\_\_\_ aggregate principal amount of the Local Obligations. The Local Obligations will bear the annual interest rates and mature at the times set forth in Exhibit A attached hereto and hereby made a part hereof. The aggregate purchase price of the Local Obligations is set forth below and the individual purchase price of each issue of the Local Obligations shall be as set forth in Exhibit A.

2. All terms not herein defined shall have the meanings given such terms in the Authority Bond Indenture.

3. The CFDs confirm that there are no substantial conditions precedent to the issuance by the CFDs and to the sale (as provided herein) and the delivery to the Authority of the Local Obligations.

4. The parties hereto hereby specify June \_\_, 2025, as the date of closing of the purchase of the Local Obligations hereunder (the "Closing Date"). The Local Obligations shall be registered in the name of the Trustee, as assignee of the Authority. On the Closing Date, the CFDs shall issue and deliver the Local Obligations to the Trustee upon payment by the Trustee of the purchase price of the Local Obligations in the aggregate amount of \$\_\_\_\_\_ (being the aggregate principal amount of \$\_\_\_\_\_, [plus/less] original issue [premium/discount] of \$\_\_\_\_\_, and less Underwriter's discount of \$\_\_\_\_\_). Said purchase price shall be paid from the proceeds of sale of the Authority Bonds, and shall be paid by the Trustee from the Purchase Fund established under the Authority Bond Indenture.

5. The Local Obligations shall be as described in the Official Statement dated as of the date hereof relating to the Authority Bonds (the "Official Statement") and shall be issued and secured under the provisions of the various resolutions adopted by the CFDs (collectively, the "CFD Resolutions," as more specifically defined below) and the Local Obligations Bond Indentures. The Local Obligations and interest thereon will be payable from Special Taxes levied and collected in accordance with the CFD Resolutions and the Local Obligations Bond Indentures.

A portion of the proceeds of the Local Obligations will be used to refund the Prior Bonds in accordance with [three] Escrow Agreements, each dated as of June 1, 2025 (each, an "Escrow Agreement" and collectively the "Escrow Agreements"), by and among the CFDs, the Lake Elsinore Public Facilities Financing Authority (as applicable) and Wilmington Trust, National Association, as escrow agent (the "Escrow Agent").

6. Any action under this Purchase Agreement taken by the Authority, including payment for and acceptance of the Local Obligations, and delivery and execution of any receipt for the Local Obligations and any other instruments in connection with the closing on the Closing Date, shall be valid and sufficient for all purposes and binding upon the Authority, provided that any such action shall not impose any obligation or liability upon the Authority other than as may arise as expressly set forth in this Purchase Agreement.

7. It is a condition to the CFDs' sale and delivery of the Local Obligations to the Authority, and to the Authority's purchase of the Local Obligations and the obligations of the Authority to accept delivery of and to pay for the Local Obligations, that the entire aggregate principal amount of the Local Obligations set forth in Exhibit A shall be delivered by the CFDs, and accepted and paid for by the Authority, on the Closing Date.

8. The CFDs have furnished some, but not all, of the information contained in the Official Statement and hereby authorize the use of that information by the Authority in connection with the public offering and sale of the Authority Bonds.

9. Each of the CFDs represents and warrants to the Authority that:

(a) It is a community facilities district formed under the Mello-Roos Community Facilities Act of 1982, duly organized and existing under the Constitution and laws of the State of California, and has, and on the Closing Date will have, full legal right, power and authority (i) to enter into this Purchase Agreement, the Escrow Agreement relating to its Prior Bonds and the Local Obligations Bond Indenture relating to its CFD Bonds (the Local Obligations Bond Indentures, this Purchase Agreement and the Escrow Agreements are referred to collectively herein as the "CFD Documents"), (ii) to adopt or enter into the resolution relating to its CFD Bonds (each, a "CFD

Resolution,” and, together for all CFDs, the “CFD Resolutions”), (iii) to issue, sell and deliver its CFD Bonds to the Authority as provided herein, and (iv) to carry out and consummate the transactions contemplated by its CFD Documents, its CFD Resolution and the Official Statement;

(b) It has complied, and will on the Closing Date be in compliance in all respects, with the CFD Documents to which it is a party and its CFD Resolution;

(c) By official action of the City Council of the City of Lake Elsinore (the “City”), as legislative body of the CFD, it has duly adopted its CFD Resolution, has duly authorized and approved the execution and delivery of, and the performance of its obligations contained in, its CFD Bonds and the CFD Documents to which it is a party, and the consummation by it of all other transactions contemplated by the Official Statement;

(d) The execution and delivery of the CFD Documents to which it is a party and its CFD Bonds and compliance with the provisions of each thereof, and the carrying out and consummation of the transactions contemplated by the Official Statement, will not conflict with or constitute a breach of or a default under any applicable law or administrative regulation of the State of California or the United States, or any applicable judgment, decree, agreement or other instrument to which it is a party or are otherwise subject;

(e) To its knowledge, at the time of its acceptance hereof and at all times subsequent thereto up to and including the Closing Date, with respect to information describing the CFD, its CFD Resolution, the CFD Documents to which it is a party and the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) Except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or, to its knowledge, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect its creation, organization, existence or powers or the titles of its members and officers to their respective offices, (ii) enjoin or restrain the issuance, sale and delivery of its CFD Bonds, the levy and receipt of the Special Taxes which secure its CFD Bonds, or the pledge thereof, (iii) in any way question or affect any of its rights, powers, duties or obligations with respect to the moneys pledged or to be pledged to pay the principal of, premium, if any, or interest on its CFD Bonds, (iv) in any way question or affect any authority for the issuance of its CFD Bonds, or the validity or enforceability of its CFD Bonds, its CFD Resolution or the CFD Documents to which it is a party, or (v) in any way question or affect this Purchase Agreement or the transactions contemplated by the CFD Documents to which it is a party, the Official Statement, its CFD Resolution, the other documents referred to in the Official Statement, or any other agreement or instrument to which it is a party relating to its CFD Bonds;

(g) It will furnish such information, execute such instruments and take such other action in cooperation with the Authority, as the Authority may reasonably request, to qualify the Authority 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 Authority may designate, and will assist, if necessary therefor, in the continuance of such qualifications in effect as long as required for the distribution of the Authority Bonds; provided, however, that it shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state;

(h) The issuance and sale of its CFD Bonds is not subject to any transfer or other documentary stamp taxes of the State of California or any political subdivision thereof; and

(i) Any certificate signed by any official of the City authorized to do so on its behalf shall be deemed a representation and warranty by the CFD to the Authority as to the statements made therein.

10. If between the date of this Purchase Agreement and the date ninety (90) days after the Closing Date an event occurs which is materially adverse to the purpose for which the Official Statement is to be used which is not disclosed in the Official Statement, the CFDs shall notify the Authority of such fact.

11. At [8:30 a.m.], Pacific Time, on the Closing Date, or at such other time or on such other date as is mutually agreed by the City and the Authority, (a) the CFDs will deliver the Local Obligations to the Trustee in definitive form, duly executed, together with the other documents hereinafter mentioned, (b) subject to the terms and conditions hereof, the Trustee solely from moneys held under the Authority Bond Indenture will accept such delivery and pay the purchase price of the Local Obligations as referenced in paragraph 1 hereof by wire transfer or other funds which are good funds on the Closing Date and (c) the Escrow Agent shall deposit into the Escrow Funds established under the Escrow Agreements the amounts described in the Escrow Agreements. Delivery and payment, as aforesaid, shall be made at such place as shall have been mutually agreed upon by the City, the Escrow Agent and the Authority.

12. The Authority has entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the CFDs contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the CFDs of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Local Obligations shall be subject to the performance by the CFDs of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

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

(b) On the Closing Date, the CFD Resolutions and the CFD Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except in either case as may have been agreed to by both the Authority and the Underwriter;

(c) As of the Closing Date, all official action of the CFDs relating to the Local Obligations, including but not limited to the CFD Resolutions, shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Stradling Yocca Carlson & Rauth LLP ("Bond Counsel"), shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Local Obligations, and with the transactions contemplated hereby, all as described in the Official Statement;

(d) The Authority shall have the right to terminate the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Local Obligations by notifying the CFDs of its election to do so if, after the execution hereof and prior to the Closing: (i) either the marketability of the Authority Bonds or the market price of the Authority Bonds, in the opinion of the Authority, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of California, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State of California, or by a tentative decision with respect to legislation reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or the Senate of the Congress of the United States or either house of the Legislature of the State of California, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of California by the Governor of the State of California in an executive communication, affecting the tax status of the Authority or the City, their property or income, their bonds (including the Authority Bonds) or the interest thereon, or any tax exemption granted or authorized by the Bond Law; (ii) the United States shall have become engaged in: hostilities which have resulted in a declaration of war or national emergency, or there shall have occurred any other outbreak of hostilities, or a local, national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Authority, would affect materially and adversely the ability of the Authority to market the Authority Bonds (it being agreed by the Authority that there is no outbreak, calamity or crisis of such a character as of the date hereof); (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities; (iv) there shall have occurred a withdrawal or downgrading of any rating assigned to the Authority Bonds; (v) an event described in paragraph (d) hereof occurs which in the opinion of the Authority requires a supplement or amendment to the Official Statement, and such supplement or amendment is not agreed to by the City; and

(e) On or prior to the Closing Date, the Authority shall have received each of the following documents:

(1) All documents and opinions required to be received by the Trustee prior to the application of proceeds of the Authority Bonds to the purchase of the Local Obligations;

(2) Opinions, in form and substance satisfactory to the City and the Authority, dated as of the Closing Date, of Bond Counsel, approving, without qualification, the validity of the Local Obligations;

(3) A letter of Bond Counsel, dated the date of the Closing and addressed to the Authority and the Underwriter, to the effect that the opinion referred to in the preceding subparagraph (2) may be relied upon by the Authority to the same extent as if such opinion were addressed to it;

(4) A supplemental opinion, dated the date of the Closing and addressed to the Authority and the Underwriter, of Bond Counsel to the effect that this Purchase Agreement has been duly authorized, executed and delivered by, and, assuming due authorization, execution and delivery by the Authority, constitutes a legal, valid and binding agreement of the CFDs enforceable in accordance with its terms, except as such enforceability may be limited by the application of equitable

principles if equitable remedies are sought, and that the statements contained in the Official Statement (including the cover page and the Appendices thereto), insofar as such statements purport to summarize certain provisions of the Local Obligations, the CFD Documents or the CFD Resolutions, are accurate in all material respects;

(5) A certificate dated the Closing Date, addressed to the Authority and the Underwriter, signed by an official of the CFDs having knowledge of the facts, to the effect that:

(i) The representations and warranties of the CFDs contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) Except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or threatened, wherein an unfavorable decision, ruling or finding would: (A) affect the creation, organization, existence or powers of the CFDs, or the titles of its members and officers to their respective offices, (B) enjoin or restrain the issuance, sale and delivery of the Local Obligations, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the CFD Resolutions or the Local Obligations Bond Indentures, or the pledge thereof, (C) in any way question or affect any of the rights, powers, duties or obligations of the CFDs with respect to the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Local Obligations, (D) in any way question or affect any authority for the issuance of the Local Obligations, or the validity or enforceability of the Local Obligations, the CFD Resolutions or the CFD Documents, or (E) in any way question or affect this Purchase Agreement or the transactions contemplated by the CFD Resolutions, the CFD Documents, the Official Statement or the documents referred to in the Official Statement;

(iii) The CFDs have complied with all agreements, covenants and arrangements, and satisfied all conditions, on its part to be complied with or satisfied on or prior to the Closing Date; and

(iv) To the best of its knowledge, no event affecting the City or the CFDs has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is necessary to disclose therein in order to make the statements not misleading in any respect;

(6) An opinion, dated the date of Closing and addressed to the Authority and the Underwriter, of the City Attorney, as counsel to the CFDs, to the effect that (A) the CFD Documents have been duly authorized, executed and delivered by the CFDs, and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreements of the CFDs enforceable in accordance with their terms, except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought, (B) the CFD Resolutions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded, and (C) except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the CFDs, or the authority of the City Council as the legislative body for the CFDs; (ii) enjoin or restrain the issuance, sale and delivery of the Local Obligations, the receipt of any other moneys or property pledged or to be pledged under the CFD Resolutions or the Local Obligations Bond Indentures

or the pledge thereof; (iii) in any way question or affect any of the rights, powers, duties or obligations of the CFDs with respect to the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Local Obligations; (iv) in any way question or affect any authority for the issuance of the Local Obligations, or the validity or enforceability of the Local Obligations, the CFD Resolutions or the CFD Documents; (v) in any way question or affect this Purchase Agreement or the transactions contemplated by the CFD Documents, the Official Statement or the documents referred to in the Official Statement and (vi) the statements in the Official Statements relating to the CFDs are true and accurate;

(7) Such additional legal opinions, certificates, instruments and documents as the Authority or the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the CFDs' representations and warranties contained herein and of the statements and information contained in the Official Statement;

(8) Executed copies of the Escrow Agreements and the Local Obligations Bond Indentures;

(9) Any opinions or certificates required by the authorizing documents relating to the Prior Bonds to demonstrate defeasance of the Prior Bonds including without limitation an escrow verification report of Causey Demgen & Moore, P.C. (the "Verification Agent"); and

(10) The CFD Resolutions, certified by authorized officers as true copies and/or as having been adopted or executed (as applicable), with only such amendments, modifications or supplements as may have been agreed to by the Authority and the Underwriter.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority and the Underwriter, but the approval of the Authority and the Underwriter shall not be unreasonably withheld. Receipt of, and payment for, the Local Obligations shall constitute evidence of the satisfactory nature of such as to the Authority and the Underwriter. The performance of any and all obligations of the CFDs hereunder and the performance of any and all conditions contained herein for the benefit of the Authority and the Underwriter may be waived by the Authority and the Underwriter in their sole discretion.

If the CFDs shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Local Obligations contained in this Purchase Agreement, or if the obligations of the Authority to purchase, accept delivery of and pay for the Authority Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Authority nor the CFDs shall be under further obligation hereunder, except that the respective obligations of the CFDs and the Authority set forth in paragraphs 13 and 14 hereof shall continue in full force and effect.

13. The Authority shall be under no obligation to pay, and the CFDs shall pay their allocable portions of the expenses incurred in connection with issuance of the Authority Bonds and the Local Obligations.

14. This Purchase Agreement is made solely for the benefit of the Underwriter, the CFDs and the Authority (including their successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the CFDs' representations, warranties and agreements

contained in this Purchase Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Authority and the Underwriter or (ii) delivery of and payment for the Authority Bonds pursuant to the Authority Bond Indenture. The agreements contained in this paragraph shall survive any termination of this Purchase Agreement.

15. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

16. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

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**IN WITNESS WHEREOF**, the Authority and the CFDs have each caused this Purchase Agreement to be executed by their duly authorized officers all as of the date first above written.

**LAKE ELSINORE FACILITIES FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Authorized Officer

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2003-2 (CANYON HILLS)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District No. 2003-2 (Canton Hills)

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2004-3 (ROSETTA  
CANYON)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District No. 2004-3 (Rosetta Canyon)

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2005-1 (SERENITY)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District No. 2005-1 (Serenity)

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2005-2 (ALBERHILL  
RANCH)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District 2005-2 (Alberhill Ranch)

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2005-6 (CITY CENTER  
TOWNHOMES)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District No. 2005-6 (City Center  
Townhomes)

**CITY OF LAKE ELSINORE COMMUNITY  
FACILITIES DISTRICT NO. 2006-2 (VISCAYA)**

By \_\_\_\_\_  
City Manager of the City of Lake Elsinore, on behalf of  
Community Facilities District No. 2006-2 (Viscaya)

**EXHIBIT A**  
**MATURITY SCHEDULE**  
**CFD NO. 2003-2 IMPROVEMENT AREA A BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2003-2 IMPROVEMENT AREA B BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2003-2 IMPROVEMENT AREA C BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2004-3 IMPROVEMENT AREA 1 BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2004-3 IMPROVEMENT AREA 2 BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2005-1 BONDS**

Purchase Price: \$ \_\_\_\_\_

***Maturity Date  
(September 1)***

***Principal  
Maturity***  
\$

***Interest Rate***

***Yield***

***Price***

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2005-2 IMPROVEMENT AREA A BONDS**

Purchase Price: \$ \_\_\_\_\_

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Maturity</b></i>	<i><b>Interest Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>
	\$			

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2005-6 BONDS**

Purchase Price: \$ \_\_\_\_\_

***Maturity Date  
(September 1)***

***Principal  
Maturity***  
\$

***Interest Rate***

***Yield***

***Price***

\_\_\_\_\_

**MATURITY SCHEDULE**  
**CFD NO. 2006-2 BONDS**

Purchase Price: \$ \_\_\_\_\_

***Maturity Date  
(September 1)***

***Principal  
Maturity***  
\$

***Interest Rate***

***Yield***

***Price***

\_\_\_\_\_