

**\$[PAR]**  
**ORANGE COUNTY SANITATION DISTRICT**  
**WASTEWATER REFUNDING REVENUE OBLIGATIONS**  
**SERIES 2025A**

[PRICING DATE]

**PURCHASE AGREEMENT**

Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, California 92708

Orange County Sanitation District Financing Corporation  
c/o Orange County Sanitation District  
18480 Bandilier Circle  
Fountain Valley, California 92708

Ladies and Gentlemen:

The undersigned, [REPRESENTATIVE] (the “Representative”), on behalf of itself and [\_\_\_\_\_] and [\_\_\_\_\_] as underwriters (together, the “Underwriters”), hereby offers to enter into this Purchase Agreement (this “Purchase Agreement”) with the Orange County Sanitation District (the “District”) and Orange County Sanitation District Financing Corporation (the “Corporation”), which, upon the District’s and the Corporation’s acceptance hereof, will be binding upon the District, the Corporation and the Underwriters. This offer is subject to the written acceptance of this Purchase Agreement by the District and the Corporation and the delivery of such acceptance to the Underwriters at or prior to 11:59 P.M., Los Angeles time, on the date hereof. This offer is subject to withdrawal by the Underwriters upon notice delivered to the District at any time prior to acceptance hereof by the District and the Corporation.

SECTION 1. Upon the terms and conditions and upon the basis of the representations and warranties set forth herein, the Underwriters, jointly and severally, 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) \$[PAR] aggregate principal amount of the Orange County Sanitation District Wastewater Refunding Revenue Obligations Series 2025A (the “Revenue Obligations”). The purchase price of the Revenue Obligations shall be \$\_\_\_\_\_ (representing the principal evidenced by the Revenue Obligations, [plus/less] a [net] original issue [premium/discount] of \$\_\_\_\_\_ and less Underwriters’ discount of \$\_\_\_\_\_).

SECTION 2. Pursuant to the authorization of the District and the Corporation, the Underwriters have previously distributed copies of the Preliminary Official Statement dated [POS DATE], relating to the Revenue Obligations, which, together with the cover page, the appendices thereto and all information incorporated therein by reference, is herein called the

“Preliminary Official Statement.” The District and the Corporation confirm that the Preliminary Official Statement was “deemed final” as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”), except for certain information permitted to be omitted by Rule 15c2-12. By acceptance of this Purchase Agreement, the District and the Corporation hereby ratify the use by the Underwriters of the Preliminary Official Statement, and the District and the Corporation agree to execute a final official statement relating to the Revenue Obligations (the “Official Statement”) which will consist of the Preliminary Official Statement with only such changes and amendments as are necessary to reflect the sale of the Revenue Obligations or as otherwise approved by the Underwriters, and the District and the Corporation agree to provide copies of the Official Statement to the Underwriters as set forth in Section 7 below. The District and the Corporation hereby authorize the Underwriters to use and promptly distribute, in connection with the offer and sale of the Revenue Obligations, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The District and the Corporation further authorize the Underwriters to use and distribute, in connection with the sale of the Revenue Obligations, this Purchase Agreement and all information contained herein, all other documents, certificates and statements furnished by or on behalf of the District and the Corporation to the Underwriters in connection with the transactions contemplated by this Purchase Agreement. In order to assist the Underwriters in complying with Rule 15c2-12, the District and the Corporation will provide annual financial information and notices of the occurrence of specified events pursuant to that certain Continuing Disclosure Agreement, dated as of November 1, 2025 (the “Continuing Disclosure Agreement”), by and among the District and Digital Assurance Certification, LLC, as trustee and dissemination agent, a form of which is contained in the Preliminary Official Statement and Official Statement.

**SECTION 3.** The Revenue Obligations shall be as described in Schedule I hereto and in the Official Statement and shall be issued under and pursuant that certain Trust Agreement, dated as of November 1, 2025 (the “Trust Agreement”), by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). Pursuant to that certain Installment Purchase Agreement, dated as of November 1, 2025 (the “Installment Purchase Agreement”), by and between the District and the Corporation, the District agrees to purchase improvements to its wastewater system, as described therein, from the Corporation. Capitalized terms used but not defined in this Purchase Agreement shall have the respective meanings ascribed thereto in the Trust Agreement or the Installment Purchase Agreement, as applicable.

**SECTION 4.** A portion of the proceeds of the sale of the Revenue Obligations will be used, together with other available funds, to prepay all or a portion of the District’s Wastewater Refunding Revenue Obligations, Series 2016A outstanding in the aggregate principal amount of \$[\_\_\_\_] (the “Refunded 2016A Obligations”) The remaining portions of the proceeds of the Revenue Obligations shall be used to pay certain costs of issuance for the Revenue Obligations, all as more fully described in the Official Statement.

To provide for the prepayment of the Refunded 2016A Obligations, a portion of the proceeds of the sale of the Revenue Obligations, together with other available funds, will be deposited into the escrow fund created under that certain Escrow Agreement, dated as of November 1, 2025 (the “Escrow Agreement”), by and between the District and U.S. Bank Trust Company, National Association, as escrow agent and trustee for the Refunded 2016A Obligations (the “Escrow Agent”).

SECTION 5. The Trust Agreement, the Installment Purchase Agreement and the Master Agreement for District Obligations, dated as of August 1, 2000 (the “Master Agreement”), by and between the District and the Corporation, are hereinafter sometimes collectively referred to as the “Corporation Documents.” The Trust Agreement, the Installment Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and the Master Agreement, are hereinafter sometimes collectively referred to as the “District Documents.”

SECTION 6. The Underwriters intend to make an initial public offering of all the Revenue Obligations at not in excess of the respective initial public offering prices (or yields) set forth in Schedule I hereto and on the inside cover page of the Official Statement. The Underwriters reserve the right to change such initial offering prices (or yields) as the Underwriters shall deem necessary in connection with the marketing of the Revenue Obligations (but in all cases subject to the provisions of Section 9 hereof) and to offer and sell the Revenue Obligations to certain dealers (including dealers depositing such Revenue Obligations into investment trusts) and others at prices (or yields) lower than the initial offering prices set forth on the inside cover page of the Official Statement (but in all cases subject to the provisions of Section 9 hereof).

SECTION 7. The District will deliver to the Underwriters, within the earlier of seven (7) business days after the date of this Purchase Agreement or two (2) business days prior to the Closing Date and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, copies of the Official Statement (in a “designated electronic format,” as defined in MSRB Rule G-32) in final form and any amendment or supplement thereto in such quantities as the Underwriters may reasonably request in order to comply with their obligations pursuant to the rules of the Municipal Securities Rulemaking Board and Rule 15c2-12. As soon as practicable following receipt thereof from the District, the Underwriters shall deliver the Official Statement to the Municipal Securities Rulemaking Board, through its EMMA system.

SECTION 8. At [8:00] A.M., Los Angeles time, on [CLOSING DATE] or at such other time or on such other business day as shall have been mutually agreed upon by the District and the Underwriters (the “Closing Date”), the District will deliver at the direction of the Underwriters the Revenue Obligations in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of The Depository Trust Company, and, subject to the terms and conditions of this Purchase Agreement, the Underwriters will accept such delivery and pay the purchase price of the Revenue Obligations as set forth in Section 1 of this Purchase Agreement by Federal Reserve wire of immediately available funds payable to the order of the District. Such delivery of and payment for the Revenue Obligations is referred to herein as the “Closing.” The Revenue Obligations shall be made available for inspection by the Underwriters at least one business day before the Closing.

**SECTION 9: Establishment of the Issue Price.**

(a) The Representative, on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Revenue Obligations and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the

Representative, the District and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Revenue Obligations.

(b) [Except as otherwise set forth in Schedule A to Exhibit C attached hereto,] the District will treat the first price at which 10% of each maturity of the Revenue Obligations (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Representative shall report to the District the price or prices at which the Underwriters have sold to the public each maturity of Revenue Obligations. [If at that time the 10% test has not been satisfied as to any maturity of the Revenue Obligations, the Representative agrees to promptly report to the District the prices at which Revenue Obligations of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Revenue Obligations of that maturity have been sold or (ii) the 10% test has been satisfied as to the Revenue Obligations of that maturity, provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the District or Special Counsel.] For purposes of this Section, if Revenue Obligations mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Revenue Obligations.

(c) The Representative confirms that the Underwriters have offered the Revenue Obligations to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A to Exhibit C attached hereto, except as otherwise set forth therein. Schedule A to Exhibit C also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Revenue Obligations for which the 10% test has not been satisfied and for which the District and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Revenue Obligations, the Underwriters will neither offer nor sell unsold Revenue Obligations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Revenue Obligations to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Revenue Obligations to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Revenue Obligations to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Revenue Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Revenue Obligations of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Revenue Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Revenue Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Revenue Obligations to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Revenue Obligations to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Revenue Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Revenue Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Revenue Obligations of that maturity allocated to it have been sold or it is notified by the Representative or such underwriter or dealer that the 10% test has been satisfied as to the Revenue Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Revenue Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Revenue Obligations, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Revenue

Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Revenue Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Revenue Obligations, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Revenue Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Revenue Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Revenue Obligations, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Revenue Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Revenue Obligations, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Revenue Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Revenue Obligations.

(f) The Representative acknowledges that sales of any Revenue Obligations to any person that is a related party to an underwriter participating in the initial sale of the Revenue Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Revenue Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Revenue Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Revenue Obligations to the public),

(iii) a purchaser of any of the Revenue Obligations is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

SECTION 10. The Corporation represents, warrants and covenants to the Underwriters that:

(A) The Corporation is validly existing as a nonprofit public benefit corporation under the laws of the State of California, with the legal right and power to execute, deliver and perform its obligations under this Purchase Agreement, the Corporation Documents and the Revenue Obligations.

(B) (i) At or prior to the Closing, the Corporation will have taken all actions required to be taken by it to authorize the execution and delivery of the Revenue Obligations and the performance of its obligations under the Corporation Documents; (ii) the Corporation has, and at the Closing Date will have, full legal right, power and authority to enter into this Purchase Agreement and the Corporation Documents and to perform its obligations thereunder as provided herein and therein; at or prior to the Closing, the execution and delivery of, and the performance by the Corporation of its obligations contained in, the Corporation Documents and this Purchase Agreement shall have been duly authorized; (iii) each of the Corporation Documents, when entered into will have been, and this Purchase Agreement has been, duly executed and delivered and will constitute or constitutes, as the case may be, a valid and legally binding obligation of the Corporation enforceable in accordance with its terms, except as the 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; and (iv) the Corporation has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Revenue Obligations and the Corporation Documents, and the resolutions authorizing such transactions have been duly adopted at meetings of the Commission of the Corporation and have not been amended, supplemented or repealed and are in full force and effect as of the Closing Date.

(C) [Reserved.]

(D) To the best of its knowledge, all approvals, consents and actions of the Commission of the Corporation which would constitute a condition precedent to the performance by the Corporation of its obligations hereunder and under the Corporation Documents have been obtained or taken and are in full force and effect. To the best of its knowledge, no other authorization, consent or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution, delivery or performance by the Corporation of this Purchase Agreement or the Corporation Documents, other than any authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Revenue Obligations. To the best of its knowledge, all authorizations, consents or approvals of, or filings or registrations with any Governmental Authority or court necessary for the valid issuance of, and performance by the Corporation of its obligations under, this Purchase Agreement and the Corporation Documents will have been duly obtained or made prior to the delivery of the Revenue Obligations. As used herein, the term “Governmental

Corporation" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(E) To the best of its knowledge, the execution and delivery of this Purchase Agreement and the Corporation Documents, and compliance with the provisions of each of those documents, will not conflict with or constitute a breach of or default under any law, regulation, court order or decree, consent, resolution or agreement to which the Corporation is subject to or by which it is bound which would have a material adverse impact on the transactions contemplated herein or therein.

(F) No litigation is pending (notice of which has been properly served on the Corporation) or, to the knowledge of the Corporation, threatened in any court (i) in any way questioning the existence of the Corporation or any title of any officer of the Corporation to his or her office; (ii) seeking to restrain or enjoin the execution or delivery of any of the Revenue Obligations, or in any way contesting or affecting the validity of the Revenue Obligations, the Corporation Documents or this Purchase Agreement, or except as described in the Preliminary Official Statement and the Official Statement, materially affecting payment of the Revenue Obligations, or contesting the powers of the Corporation or any authority for the issuance of the Revenue Obligations; or (iii) except as described in the Preliminary Official Statement and the Official Statement, which could have a material adverse impact upon the financial condition of the Corporation.

(G) The Revenue Obligations will be executed and delivered in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(H) Any certificate signed by any official or other representative of the Corporation and delivered to the Underwriters pursuant to this Purchase Agreement shall be deemed a representation and warranty by the Corporation to the Underwriters as to the truth of the statements therein made.

(I) Other than in the ordinary course of its business or as contemplated by the Preliminary Official Statement and the Official Statement, between the date of this Purchase Agreement and the Closing Date the Corporation will not, without the prior written consent of the Underwriters, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Net Revenues.

(J) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Revenue Obligations 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 Underwriters may designate and (ii) to determine the eligibility of the Revenue Obligations 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 Revenue Obligations; provided, however, that the Corporation shall not be required to execute a general consent to service of process or

qualify to do business in connection with any such qualification or determination in any jurisdiction.

(K) The Preliminary Official Statement did not, on the date thereof and through the period up to the execution of this Purchase Agreement, contain any untrue statement of a material fact or omit to state a material fact (other than information permitted to be omitted pursuant to Rule 15c2-12) necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(L) At the time of the Corporation's acceptance of this Purchase Agreement, the Official Statement does not, and on the Closing Date the Official Statement 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 or are made, not misleading.

(M) If the Official Statement is supplemented or amended pursuant to paragraph (N) of this Section 10, at the time of each supplement or amendment thereto, 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 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.

(N) If between the date of this Purchase Agreement and the date which is 25 days following the end of the underwriting period for the Revenue Obligations (as determined in accordance with Section 16 hereof) any event occurs of which the Corporation has knowledge, which might or would 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 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, the Corporation shall notify the Representative thereof, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Representative.

(O) Except as disclosed in the Preliminary Official Statement and the Official Statement, during the last five years, the Corporation has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

## SECTION 11. The District represents, warrants and covenants to the Underwriters that:

(A) The District is a county sanitation district duly created and validly existing under the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the District Documents and, when executed and delivered by the other parties thereto and hereto, the District Documents will each constitute the legal, valid and binding obligation of the District enforceable in accordance with their respective terms, except as the 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.

(B) (i) The District has, and at the Closing Date will have, full legal right, power and authority to enter into the District Documents to perform its obligations hereunder and thereunder as provided herein and therein; at or prior to the Closing, the execution and delivery of, and the performance by the District of its obligations contained in, the District Documents shall have been duly authorized; (ii) the Installment Purchase Agreement, when entered into will have been, and this Purchase Agreement has been, duly executed and delivered and each will constitute or constitutes, as the case may be, a valid and legally binding obligation of the District enforceable in accordance with its respective terms, except as the 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; (iii) upon the authentication and delivery of the Installment Purchase Agreement, the Master Agreement and the Installment Purchase Agreement will provide the legally valid and binding pledge of, charge and lien on Net Revenues it purports to create, subject only to the provisions of the Master Agreement and the Installment Purchase Agreement permitting the application thereof on the terms and conditions set forth in the Master Agreement and the Installment Purchase Agreement; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by the District Documents, and the resolution authorizing such transactions has been duly adopted at a meeting of the Board of Directors of the District and has not been amended, supplemented or repealed and is in full force and effect as of the Closing Date.

(C) To the best of its knowledge, all approvals, consents and actions of the Board of Directors of the District which would constitute a condition precedent to the performance by the District of its obligations under the District Documents have been obtained or taken and are in full force and effect. To the best of its knowledge, no other authorization, consent or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law, will be, necessary for the valid execution, delivery or performance by the District of the District Documents.

(D) To the best of its knowledge, the execution and delivery of the District Documents, and compliance with the provisions hereof and thereof, will not conflict with or constitute a breach of or default under any law, regulation, court order or decree, consent, resolution or agreement to which the District is subject to or by which it is bound which would have a material adverse impact on the transactions contemplated herein or therein.

(E) No litigation is pending (notice of which has been properly served on the District) or, to the knowledge of the District, threatened in any court (i) in any way questioning the existence of the District or the titles of the officers of the District to their respective offices; (ii) contesting or affecting the validity of the District Documents, or payment of any obligations of the District; or (iii) which could have a material adverse impact upon the financial condition of the District.

(F) Any certificate signed by any official or other representative of the District and delivered to the Representative pursuant to this Purchase Agreement shall be deemed a representation and warranty by the District to the Underwriters as to the truth of the statements therein made.

(G) Other than in the ordinary course of its business or as contemplated by the Preliminary Official Statement and the Official Statement, between the date of this Purchase Agreement and the Closing Date the District will not, without the prior written consent of the Representative, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of Net Revenues.

(H) The District will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonably request in order (i) to qualify the Revenue Obligations 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 Representative may designate and (ii) to determine the eligibility of the Revenue Obligations 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 Revenue Obligations; provided, however, that the District shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(I) The portions of the Preliminary Official Statement relating to the District or its obligations under the District Documents did not, on the date thereof and through the period up to the execution of this Purchase Agreement, contain any untrue statement of a material fact or omit to state a material fact (other than information permitted to be omitted pursuant to Rule 15c2-12) necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(J) At the time of the District's acceptance hereof, the portions of the Official Statement relating to the District or its obligations under the District Documents do 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 or are made, not misleading.

(K) If the Official Statement is supplemented or amended pursuant to paragraph (L) of this Section 10, at the time of each supplement or amendment thereto, 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 relating to the District 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.

(L) If between the date of this Purchase Agreement and the date which is 25 days following the end of the underwriting period for the Revenue Obligations (as determined in accordance with Section 15 hereof) any event shall occur of which the

District has knowledge, which might or would 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 relating to the District 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, the District shall notify the District and the Representative thereof, and if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will cooperate with the District in supplementing or amending the Official Statement (at the expense of the District) in a form and in a manner approved by the Representative.

(L) The financial information regarding the District contained in the Preliminary Official Statement and the Official Statement fairly presents the financial position and results of the operations of the District as of the dates and for the periods therein set forth, and, to the best of the District's knowledge, the financial information of the District has been determined on a basis substantially consistent with the audited financial statements of the Orange County Sanitation District included in the Preliminary Official Statement and the Official Statement.

SECTION 12. The Representative has entered into this Purchase Agreement in reliance upon the representations and warranties of the District and the Corporation contained herein, and the performance by the District and the Corporation of their obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(A) The representations and warranties of the District and the Corporation contained herein shall be true, complete and correct in all material respects on the date hereof and at and as of the Closing Date, as if made at and as of the Closing Date, and the statements made in all certificates and other documents delivered to the Representative at the Closing pursuant hereto shall be true, complete and correct in all material respects at and as of the Closing Date; the District and the Corporation shall be in compliance with each of the agreements made by them in this Purchase Agreement (unless such agreements are waived by the Underwriters); and there shall not have occurred an adverse change in the financial position, results of operations or financial condition the District or the Corporation which materially adversely affects the ability of the District to make any 2025 Installment Payment under the Installment Purchase Agreement or the ability of the District to pay principal of and interest on the Revenue Obligations when due or to otherwise perform any of its obligations under the Trust Agreement or the Installment Purchase Agreement.

(B) At the time of the Closing, the Official Statement, the Corporation Documents, and this Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented (except as may be agreed to in writing by the Representative); all actions which, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated hereby and thereby shall have been duly taken and shall be in full force and effect; and the District and the Corporation shall perform or have performed their obligations required under or specified in this Purchase Agreement,

the Official Statement and the Corporation Documents to be performed at or prior to the Closing.

(C) At the time of the Closing, the Official Statement (including any amendment or supplement) shall be true and correct in all material respects, and shall not contain an untrue statement of a material fact or omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(D) Except as disclosed in the Preliminary Official Statement and the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside) which has any of the effects described in Section 12(F) hereof.

(E) (i) No default by the District and the Corporation shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the District and the Corporation and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the District and the Corporation shall be pending or, to the knowledge of the District and the Corporation, contemplated.

(F) The Representative may terminate this Purchase Agreement by notification to the District if at any time after the date hereof and prior to the Closing:

(i) An amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of the State of California or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a 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 of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or the State of California, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the District and the Corporation or upon interest received on obligations of the general character of the Revenue Obligations which, in the judgment of the Underwriters, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the District and the Corporation, their property or income, their securities (including the Revenue Obligations) or the interest thereon; or

(ii) legislation shall have been introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Revenue Obligations, including any or all underlying arrangements are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Revenue Obligations, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect; or

(iii) there shall have been introduced, proposed or enacted any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the District or the Corporation, their property, income, securities (or interest thereon), the validity or enforceability of the Installment Purchase Agreement or the Revenue Obligations, or the ability of the District to execute the Installment Purchase Agreement as contemplated by the Official Statement; or

(iv) there shall have occurred any outbreak or escalation of hostilities or national or international calamity, emergency or crises, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Representative, is to materially and adversely affect (A) the market price or the marketability of the Revenue Obligations, or (B) the ability of the Underwriters to enforce contracts for the sale of the Revenue Obligations; or

(v) (i) trading of any securities representing direct obligations of the District or the Corporation shall have been suspended on any exchange or in any over-the-counter market, or (ii) minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (iii) a general banking moratorium by Federal, New York or California authorities or a general suspension of trading on any national securities exchange shall have been declared or a material disruption in commercial banking or securities settlement or clearances services affecting the Revenue Obligations shall have occurred, which, either singly or together with any other such event, makes it, in the reasonable judgment of the Representative, impracticable to market the Revenue Obligations on the terms and in the manner contemplated by the Official Statement, including any supplements or amendments thereto;

(vi) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in the Revenue Obligations, which makes it, in the reasonable judgment of the Representative, impracticable to market the Revenue Obligations on the terms and in the manner contemplated in the Official Statement, including any supplements or amendments thereto; or (ii) imposed materially increased restrictions (as compared to those now in force) with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers; or

(vii) there shall have occurred a material adverse change in the financial position, results of operations or financial condition of the District and the Corporation which in the reasonable opinion of the Representative (after consultation with, and receipt of advice from the District) materially adversely affects the market for the Revenue Obligations; or

(viii) any event occurring, or information becoming known which, in the judgment of the Representative, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or 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 therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the District and the Corporation refuse to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Revenue Obligations or the ability of the Underwriters to enforce contracts for the sale of the Revenue Obligations; or

(ix) any rating of the Revenue Obligations shall have been downgraded, suspended or withdrawn by a national rating service, or there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification).

(G) At or prior to the Closing, the Representative shall receive the following documents:

(i) The opinion of Special Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix F, addressed to the District and the Underwriters (or accompanied by a reliance letter to the Underwriters);

(ii) a supplemental opinion of Special Counsel, in form and substance satisfactory to the Underwriters, dated the Closing Date, addressed to the Underwriters, to the effect that:

(1) the Revenue Obligations are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(2) the statements in the Official Statement under the captions “THE REVENUE OBLIGATIONS” (excluding the information relating to The Depository Trust Company and the book-entry only system), “SECURITY AND SOURCES OF PAYMENT FOR THE REVENUE OBLIGATIONS,” “TAX MATTERS,” and “APPENDIX C - SUMMARY OF CERTAIN LEGAL DOCUMENTS,” excluding any material that may be treated as included under such captions and Appendix C by cross-reference or reference to other documents or sources insofar as such statements purport to summarize certain provisions of the Trust Agreement and the Installment Purchase Agreement and the form and content of Special Counsel’s final opinion are accurate in all material respects;

(iii) an opinion of Norton Rose Fulbright US LLP, Disclosure Counsel, addressed to the District and the Underwriters substantially in the form set forth in Exhibit B;

(iv) an opinion of the General Counsel for the District and the Corporation, dated the Closing Date, addressed to the Underwriters substantially in the form set forth in Exhibit A;

(v) an opinion of Norton Rose Fulbright US LLP, Counsel for the Underwriters, dated the Closing Date, addressed to the Underwriters, to the effect that:

(1) the Revenue Obligations are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(2) assuming the due authorization, execution and delivery of the Continuing Disclosure Agreement and the enforceability thereof, the Continuing Disclosure Agreement satisfies section (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended; and

(3) based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement as of its date and as of Closing (except for any financial, statistical or economic data or forecasts, number, charts, tables, graphs, estimates, projections,

assumptions or expressions of opinion contained in the Official Statement, the information in the Appendices to the Official Statement, or any information about book-entry or The Depository Trust Company included therein, and, with respect to the Preliminary Official Statement, information permitted to be omitted therefrom pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, as to which no opinion or view is expressed) contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, no misleading;

(vi) a certificate of an authorized officer of the Trustee and Escrow Agent, dated the Closing Date, to the effect that (1) to the best of such officer's knowledge, the representations and agreements of the Trustee in the Trust Agreement and of the Escrow Agent in the Escrow Agreement are true and correct as of the date of Closing; (2) the Trust Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the Trustee and the Escrow Agent, as applicable, and, assuming due execution by the other parties thereto, are enforceable against the Trustee and the Escrow Agent, as applicable, in accordance with their terms; (3) the Revenue Obligations have been duly authenticated and delivered in accordance with the Trust Agreement; and (4) no litigation is pending or, to such officer's knowledge, threatened (either in state or federal courts) in any way contesting or affecting any authority of the Trustee or the Escrow Agent for or in connection with its performance of the Trust Agreement or the Escrow Agreement, as applicable;

(vii) the opinion of counsel to the Trustee and Escrow Agent, dated the Closing Date, addressed to the Underwriters and the District, to the effect that: (1) the Trustee and Escrow Agent is a banking corporation duly organized and validly existing under the laws of the State of California having full power and being qualified to enter, accept and administer the trusts created under the Trust Agreement and the Escrow Agreement, and to execute and deliver the Revenue Obligations; (2) the Revenue Obligations have been duly executed and delivered by the Trustee in accordance with the Trust Agreement; (3) the Trust Agreement and the Escrow Agreement have each been duly authorized and delivered by the Trustee or the Escrow Agent, as applicable, and constitute the valid and binding obligations of the Trustee and the Escrow Agent, as applicable, in accordance with their terms, except to the extent enforceability thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and (4) no consent, approval, authorization or order of any court, regulatory authority or governmental body, except such as has been obtained, is required for the valid authorization, execution and delivery of the Trust Agreement, the Escrow Agreement or the execution and delivery of the Revenue Obligations by the Trustee or the Escrow Agent, as applicable;

(viii) a certificate or certificates, signed by a duly authorized official of the Corporation, in form and substance satisfactory to the Representative, dated the Closing Date, to the effect that, to her or his best knowledge:

(1) the representations and warranties of the Corporation contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(2) no litigation is pending (notice of which has been properly served on the Corporation) or, to the knowledge of the Corporation, threatened (a) to restrain or enjoin the execution or delivery of any of the Revenue Obligations, (b) in any way contesting the Revenue Obligations, the Corporation Documents or this Purchase Agreement or the adoption of the resolution of the Corporation authorizing the issuance of the Revenue Obligations and the execution, delivery and performance of the Corporation Documents or this Purchase Agreement, or (c) which may result in any material adverse change in the business, properties, assets or the financial condition of the Corporation or, except as described in the Preliminary Official Statement and the Official Statement, which may have a material adverse effect on the ability of the Corporation to meet its obligations under the Revenue Obligations, the Corporation Documents or this Purchase Agreement; and

(3) no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(ix) a certificate or certificates, signed by a duly authorized official of the District, in form and substance satisfactory to the Representative, dated the Closing Date, to the effect that, to her best knowledge:

(1) the representations and warranties of the District contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(2) no litigation is pending (notice of which has been properly served on the District) or, to the knowledge of the District, threatened (a) in any way contesting the Installment Purchase Agreement or this Purchase Agreement or the adoption of the resolution of the District authorizing the execution, delivery and performance of the Installment Purchase Agreement or this Purchase Agreement, (b) except as described in the Preliminary Official Statement and the Official Statement, which may

have a material adverse effect on the ability of the District to meet its obligations under the Installment Purchase Agreement or this Purchase Agreement, or (c) in any way contesting the existence or powers of the District; and;

(3) no event affecting the District has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(x) this Purchase Agreement duly executed and delivered by the parties hereto;

(xi) the Official Statement, executed on behalf of an authorized officer of the District;

(xii) each of the Corporation Documents, duly executed and delivered by the parties thereto, and each of the District Documents, duly executed and delivered by the parties thereto;

(xiii) each resolution adopted by the District and the Corporation as described above, certified by the Clerk and Secretary of the District and the Corporation, respectively;

(xiv) a Tax Certificate of the District and the Corporation, in form satisfactory to Special Counsel, signed by an authorized officer of the District and the Corporation;

(xv) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Special Counsel for filing, executed by a duly authorized officer of the District;

(xvi) A copy of the Blanket Letter of Representations to DTC signed by the District;

(xvii) evidence that ratings on the Revenue Obligations of “\_\_” by Moody’s Investors Service and “\_\_” by Fitch Ratings are in full force and effect on the Closing Date;

(xviii) A Blue Sky Memorandum with respect to the Revenue Obligations;

(xix) A verification report by [\_\_\_\_], verifying the arithmetical accuracy of the computation of projected receipts for and of payments to defease and redeem the Refunded 2016A Obligations;

(xx) A defeasance opinion of Special Counsel, addressed to the District, the Corporation and the Underwriters, to the effect that the Refunded 2016A Obligations are deemed to be paid and no longer outstanding under the 2016A Trust Agreement; and

(xxi) such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Special Counsel may reasonably request to evidence compliance by the District and the Corporation with legal requirements, the accuracy, as of the time of Closing, of the District and the Corporation's representations herein contained and the due performance or satisfaction by the District and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District and the Corporation.

If the Corporation and/or the District shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the District, the Corporation nor the Underwriters shall have any further obligations hereunder, except as provided in Section 14 hereof.

**SECTION 13.** The performance by the District and the Corporation of their obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the District and the Corporation of opinions and certificates being delivered at the Closing by persons and entities other than the District and the Corporation, respectively.

**SECTION 14.** The District and the Corporation shall pay all costs incident to the performance of the District's and the Corporation's obligations in connection with the authorization, issuance and sale of the Revenue Obligations to the Underwriters, including but not limited to the costs of preparation (including word processing, printing and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement and this Purchase Agreement, in reasonable quantities, fees of the rating agencies and The Depository Trust Company, and fees and expenses of the municipal advisor to the District, PFM Financial Advisors LLC, General Counsel for the District and the Corporation, Counsel for the Trustee and Escrow Agent, the verification agent, Disclosure Counsel and Special Counsel. The District and the Corporation shall reimburse the Underwriters for reasonable expenses (included in the expense component of the Underwriters' spread) incurred on behalf of the District's or the District's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees. Except as indicated above, all out-of-pocket expenses of the Underwriters, including Digital Assurance Certification LLC continuing disclosure review fees, California Debt and Investment Advisory Commission (CDIAC) fees, traveling and other expenses and the fees and expenses of Counsel for the Underwriters, shall be paid by the Underwriters.

**SECTION 15.** Any notice or other communication to be given to the District and the Corporation under this Purchase Agreement may be given by delivering the same in writing to 18480 Bandelier Circle, Fountain Valley, California 92708, Attention: Director of Finance, or to such other person as he may designate in writing to the Underwriters, and any notice or other

communication to be given to the Underwriters under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to [\_\_\_\_\_], Attention: [\_\_\_\_\_.] The approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Underwriters and delivered to the District.

**SECTION 16.** The term “end of the underwriting period” means the later of such time as (i) the District delivers the Revenue Obligations to the Underwriters or (ii) the Underwriters do not retain directly or as a member of an underwriting syndicate, an unsold balance of the Revenue Obligations for sale to the public. Unless the Representative gives notice to the contrary, the “end of the underwriting period” shall be deemed the Closing Date. Any notice delivered pursuant to this section shall be written notice, delivered to the District at or prior to the Closing, and shall specify a date, other than the Closing Date (or other date specified by notice delivered pursuant to this section), to be deemed the “end of the underwriting period.” In no event, without the prior agreement of the District, shall the “end of the underwriting period” be a date more than 30 days after the Closing Date.

**SECTION 17.** For all purposes of this Purchase Agreement, a default shall not be deemed to be continuing if it has been cured, waived or otherwise remedied. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed within such state.

**SECTION 18.** 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.

**SECTION 19.** The District and the Corporation acknowledge and agree that (i) the Underwriters are not acting as municipal advisors within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended; (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the District, the Corporation and the Underwriters and the Underwriters have financial and other interests that differ from those of the District and the Corporation; (iii) the Underwriters are acting solely as principal and are not acting as municipal advisor, financial advisor or fiduciary to the District and the Corporation and have not assumed any advisory or fiduciary responsibility to the District and the Corporation with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the District and the Corporation on other matters); (iv) the only obligations the Underwriters have to the District and the Corporation with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the District and the Corporation have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

**SECTION 20.** Electronic Signature: Each of the parties hereto agrees that the transaction consisting of this Purchase Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Purchase

Agreement and that signing this Purchase Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Purchase Agreement in a usable format.

SECTION 21. This Purchase Agreement when accepted by the District and the Corporation (by their respective authorized representatives) in writing as heretofore specified shall constitute the entire agreement between the District, the Corporation and the Underwriters relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto, and is made solely for the benefit of the District, the Corporation and the Underwriters (including the successors or assigns of any Underwriters). No other person shall acquire or have any right hereunder or by virtue hereof.

[Remainder of page intentionally left blank]

Very truly yours,

[REPRESENTATIVE],  
as Representative

By: \_\_\_\_\_

Name:  
Title:

ACCEPTED:

[PRICING DATE]

ORANGE COUNTY SANITATION DISTRICT

By: \_\_\_\_\_

Name:  
Title:

ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION

By: \_\_\_\_\_

Name:  
Title:

[Signature page to Purchase Agreement]

[Orange County Sanitation District Wastewater Refunding Revenue Obligations Series 2025A)]

## SCHEDULE I

\$[PAR]

Orange County Sanitation District Wastewater Refunding Revenue Obligations Series 2025A

Maturity (February 1)	Principal	Interest	Yield	Price	10% Test Satisfied*	Not Satisfied	Subject to Hold-the- Offering Price Rule
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\* At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.

### Redemption

[\_\_\_\_\_]

EXHIBIT A  
FORM OF OPINION OF GENERAL COUNSEL TO THE DISTRICTS

[TO COME]

EXHIBIT B  
FORM OF OPINION OF DISCLOSURE COUNSEL

[To Come.]

## EXHIBIT C

**\$[PAR]**  
**Orange County Sanitation District**  
**Wastewater Refunding Revenue Obligations Series 2025A**

### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [REPRESENTATIVE], as representative (the “Representative”) on behalf of itself and [\_\_\_\_\_] and [\_\_\_\_\_] (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Revenue Obligations”).

1. ***Sale of the [Revenue Obligations][10% Test Maturities].*** As of the date of this certificate, for each Maturity of the Revenue Obligations [listed as a “10% Test Maturity” in Schedule A attached hereto], the first price at which at least 10% of such Maturity of the Revenue Obligations was sold to the Public is the respective price listed in Schedule A. [All of the maturities are 10% Test Maturities.] [A copy of the pricing wire or equivalent communication for the Revenue Obligations is attached to this certificate as Schedule B.]

2. ***[Initial Offering Price of the Hold-the Price Maturities.***

(a) The Underwriting Group offered the “Hold-the-Price Maturities” (as listed in Schedule A attached hereto) to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the “Initial Offering Prices”) on or before the Sale Date.

(b) With respect to the Hold-the-Price Maturities, as agreed to in writing by the Representative in the Purchase Agreement, dated [PRICING DATE], between the Representative, on behalf of themselves and on behalf of the other members of the Underwriting Group, and the District, the Representative has not offered or sold unsold Revenue Obligations of any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Revenue Obligations during the Holding Period.]

3. ***Defined Terms.***

(a) ***[10% Test Maturities*** means those Maturities of the Revenue Obligations listed in Schedule A hereto as the “10% Test Maturities.”]

(b) ***Issuer*** means the Orange County Sanitation District.

(c) ***[Hold-the-Price Maturities*** means those Maturities of the Revenue Obligations listed in Schedule A hereto as the “Hold-the-Price Maturities.”]

(d) ***[Holding Period*** means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-Price Maturity was sold to the Public at prices that are no higher than or yields that are no lower than the Initial Offering Price for such Hold-the-Price Maturity.]

(e) *Maturity* means Revenue Obligations with the same credit and payment terms. Revenue Obligations with different maturity dates, or Revenue Obligations with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Revenue Obligations. The Sale Date of the Revenue Obligations is [PRICING DATE].

(h) [Tax and Nonarbitrage Certificate] means the [Tax and Nonarbitrage Certificate], dated [PRICING DATE], executed and delivered by the District in connection with the issuance of the Revenue Obligations.

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Revenue Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Revenue Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Revenue Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax and Nonarbitrage Certificate] and with respect to compliance with the federal income tax rules affecting the Revenue Obligations, and by Norton Rose Fulbright US LLP, as Special Counsel, in connection with rendering its opinion that the interest on the Revenue Obligations is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Revenue Obligations. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law. Accordingly, the Representative makes no representation as to the legal sufficiency of the factual matters set forth herein.

[REPRESENTATIVE],  
as Representative

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: [PRICING DATE]

**SCHEDULE A**  
**SALE PRICES OF THE BONDS**  
**\$[PAR]**  
**Orange County Sanitation District**  
**Wastewater Refunding Revenue Obligations Series 2025A**

<b>Maturity</b> <b>(February 1)</b>	<b>Principal</b>	<b>Interest</b>	<b>Yield</b>	<b>Price</b>	<b>10% Test Satisfied*</b>	<b>10% Test Not Satisfied</b>	<b>Subject to Hold-the-Offering Price Rule</b>

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\* At the time of the execution of the Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of the Purchase Agreement.

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**