

§ _____
CERTIFICATES OF PARTICIPATION
(2016 Refinancing Project—Taxable)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
TOWN OF FAIRFAX
as the Rental for Certain Property pursuant to
a Lease Agreement with the Fairfax Financing Authority

CERTIFICATE PURCHASE AGREEMENT

December 8, 2016

Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

Ladies and Gentlemen:

The undersigned, Brandis Tallman LLC as underwriter (the “Underwriter”), hereby offers to enter into this Certificate Purchase Agreement, together with the exhibits hereto (the “Purchase Agreement”) with the Town of Fairfax (the “Town”), which, upon acceptance, will be binding upon the Town and the Underwriter. This offer is made subject to the acceptance by the Town, by execution of this Purchase Agreement and its delivery to the Underwriter prior to 5:00 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Town at any time prior to such acceptance. The Underwriter is not acting as a fiduciary of the Town or the Authority, but rather is acting solely in its capacity as Underwriter for its own account.

Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings given to such terms as set forth in Trust Agreement, dated as of December 1, 2016 (the “Trust Agreement”) by and among the Fairfax Financing Authority (the “Authority”), the Town, and U.S. Bank National Association, as trustee (the “Trustee”).

The Town hereby acknowledges and agrees that (a) the purchase and sale of the Certificates pursuant to this Certificate Purchase Agreement is an arm’s-length commercial transaction between the Town and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and are not acting as the agent or fiduciary of the Town, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Town with respect to the offering and sale of the Certificates contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Town on other matters) and the Underwriter has no obligation to the Town with respect to the offering and sale of the Certificates contemplated hereby except the obligations expressly set forth in this Certificate Purchase Agreement, and (d) the

Town has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the issuance of the Certificates and the other matters contemplated by this Certificate Purchase Agreement.

The Town hereby acknowledges receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter’s role in the transaction, disclosures concerning the Underwriter’s compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Town hereby agrees to sell and deliver to the Underwriter all, but not less than all, of the \$_____ aggregate principal amount of Town of Fairfax Certificates of Participation (2016 Refinancing Project—Taxable) (the “Certificates”), evidencing the direct, undivided fractional interests of the owners thereof in lease payments (the “Lease Payments”) to be made by the Town pursuant to a Lease Agreement, dated as of December 1, 2016 (the “Lease Agreement”), with the Authority. The purchase price of the Certificates shall be \$_____ (representing an aggregate principal amount of the Certificates of \$_____, less an original issue discount in the amount of \$_____, and less an Underwriter’s discount in the amount of \$_____). As an accommodation to the Town, the Underwriter will pay, from the purchase price of the Certificates, the sum of \$_____ to _____ (the “Municipal Bond Insurer”) as the premium for its reserve fund municipal bond insurance policy issued for the Certificates (the “Reserve Policy”). The net purchase proceeds of the Certificates in the amount of \$_____ will be delivered to the Trustee, on behalf of the Town.

The Underwriter agrees to make a bona fide public offering of all the Certificates at the initial public offering prices (or yields) set forth on Schedule I. After the initial offering, the Underwriter reserves the right to change such public offering prices as the Underwriter shall deem necessary in marketing the Certificates.

Section 2. The Certificates. The Certificates will be dated their date of delivery and will be substantially in the form described in, shall be authorized, executed and delivered under the provisions of, and shall be payable as provided in, the Trust Agreement. The Certificates are being executed and delivered to provide funds to (a) refinance a portion of the unfunded actuarial accrued liability with respect to the obligation of the Town to make certain payments to the California Public Employees’ Retirement System for both active and retired Safety employees and Miscellaneous employees of the Town, and thereby realize interest savings, (b) purchase the Reserve Policy in lieu of cash funding a reserve fund for the Certificates, and (c) pay costs incurred in connection with executing and delivering the Certificates.

The Town will lease certain land and the improvements thereon (the “Property”) to the Authority pursuant to a Site and Facility Lease, dated as of December 1, 2016 (the “Site Lease”), by and between the Town, as lessor, and the Authority, as lessee. The Authority will sublease the Property back to the Town pursuant to the Lease Agreement. The Authority will assign its right to receive Lease Payments from the Town under the Lease to the Trustee pursuant to an Assignment Agreement, dated as of December 1, 2016 (the “Assignment Agreement”).

The Town will also enter into a Continuing Disclosure Certificate, dated December 20, 2016 (the “Continuing Disclosure Certificate”).

The Trust Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement, the Continuing Disclosure Certificate and this Purchase Agreement are hereinafter referred to as the "Legal Documents."

Section 3. The Official Statement

(a) By its acceptance of this proposal, the Town ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement, dated November 28, 2016, relating to the Certificates (including the cover page, all appendices and all information incorporated therein, the "Preliminary Official Statement"). The Town hereby certifies that such Preliminary Official Statement is deemed final as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") except for certain omissions with respect to the pricing of the Certificates permitted to be omitted therefrom by Rule 15c2-12.

(b) The Town will supply or cause to be supplied to the Underwriter, within seven business days of the date of this Purchase Agreement and in time to accompany any confirmation that requests payment from any customer, a final official statement, dated the date hereof, relating to the Certificates (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Town and the Underwriter (the "Official Statement"), in sufficient quantity as reasonably requested by the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12(b)(4) and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), complete as of its date of delivery (as amended and supplemented from time to time pursuant to Section 4(f) of this Purchase Agreement). The Town has approved the use and distribution by the Underwriter of the Official Statement, and the Town hereby authorizes the use by the Underwriter of the Legal Documents in connection with the offer and sale of the Certificates.

(c) The Underwriter hereby agrees that it will not send any confirmation requesting payment for the purchase of any Certificates unless the confirmation is accompanied by or preceded by the delivery of a copy of the Official Statement. The Underwriter agrees to: (i) provide the Town with final pricing information on the Certificates upon execution of this Purchase Agreement, (ii) promptly file a copy of the Official Statement, including any amendments or supplements prepared by the Town with a nationally recognized municipal securities information repository, (iii) promptly notify the Town in writing if the end of the underwriting period (as such term is defined in Rule 15c2-12) does not occur on the date of the Closing, and (iv) take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Certificates to ultimate purchasers.

Section 4. Representation, Warranties and Covenants of the Town. The Town represents, warrants and covenants to the Underwriter that:

(a) the Town has, by a resolution adopted by a majority of the members of the Board of Directors at meetings duly called, noticed and conducted, at which a quorum was present and acting throughout, on November 2, 2016 (the "Town Resolution"), taken all official action necessary to be taken by it for (i) the execution, delivery and due performance of the Trust Agreement, the Site Lease, the Lease Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "Town Documents"), (ii) the distribution of the Preliminary Official Statement and the execution and delivery of the Official Statement, (iii) the execution, sale and delivery of the Certificates, and (iv) the taking of any and all such action as may be required on the part of the Town to carry out, give effect to and consummate the transactions contemplated hereby;

(b) the Town is a municipal corporation and general law city, duly organized and validly existing under the Constitution and laws of the State of California. The Town has all necessary power and authority and has taken all official action necessary to enter into and perform its duties under the Town Documents, and assuming the due authorization, execution and delivery by the other respective parties thereto, the Town Documents and the Official Statement will constitute legally valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(c) to the best knowledge of the Town, except as may be required under Blue Sky or other securities laws of any state (as to which no representation is made), there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Town required for the execution, delivery and sale of the Certificates or the consummation by the Town of the transactions contemplated by the Town Documents and by the Official Statement, which has not been duly obtained or made on or prior to the date hereof;

(d) to the best knowledge of the Town, following due investigation, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or governmental or public entity pending or threatened against the Town which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, or contesting the powers of the Town to enter into or perform its obligations under any of the Town Documents or the existence or powers of the Town;

(e) the distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the Town and as of the date hereof and at all times subsequent thereto up to and including the time of the Closing, the statements and information contained in the Official Statement (excluding statements under the captions "THE AUTHORITY," "UNDERWRITING," information relating to the Municipal Bond Insurer and the Reserve Policy, information relating to DTC and the book-entry only system and information as to bond prices on the cover of the Official Statement, as to which no opinion or view is expressed) are and will be true, correct and complete in all material respects and the Official Statement does not and will not omit to state a material fact required to be stated therein or necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(f) the Town agrees that, if at any time before the Closing Date (as defined herein) any event of which it has knowledge occurs, as a result of which the Official Statement as then in effect would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the Town shall promptly prepare or cooperate in the preparation of an amendment or supplement to the Official Statement if in the opinion of the Town and the Underwriter or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement. The Town shall advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Underwriter. The Town shall promptly advise the Underwriter of the institution of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. If the information contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each supplement or amendment thereto and (unless

subsequently supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date of the Closing, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) 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 such information therein concerning the Town or the Town's affairs, in the light of the circumstances under which it was presented, not misleading;

(g) the Town shall furnish or cause to be furnished to the Underwriter, in such quantities as shall be reasonably required by the Underwriter, copies of the Official Statement and all amendments and supplements thereto, in each case as soon as available;

(h) the Town shall apply the proceeds from the sale of the Certificates to the Underwriter, including the interest earning thereon, in the manner and for the purposes specified in the Trust Agreement and as described in the Official Statement;

(i) the Town Resolution was duly adopted by the Town, has not been amended, modified or repealed and is in full force and effect on the date hereof;

(j) to the best of its knowledge of the Town, none of the execution and delivery by the Town of the Town Documents nor the adoption of the Town Resolution, or the compliance by the Town with such documents or the Town Resolution, or the consummation of the transactions contemplated by such documents, the Town Resolution or the Official Statement, conflicts with or constitutes a breach of or default under, or will conflict with or constitute a breach of or default under, any term or provision of any applicable law or any administrative rule or regulation of the State of California or the United States or any applicable judgment, decree, order, license, permit, agreement or instrument to which the Town is subject or is otherwise bound has or will have a material adverse effect on the ability of the Town to perform its obligations under the Town Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instruments;

(k) the Town shall cooperate with the Underwriter to qualify the Certificates for offer and sale under the securities or Blue Sky laws of as many jurisdictions within the United States as the Underwriter may request; provided, however, that the Town will not be required to expend any of its own funds in connection with such qualifications and will not be required to consent to service of process in any such jurisdiction in which it is not now subject to service of process or to qualify as a broker or a foreign corporation in connection with any such qualification in any jurisdiction;

(l) the Town covenants that it will not take any action which would cause interest payable with respect to the Certificates to be subject to State of California personal income taxation;

(m) any certificate signed by any official of the Town authorized to do so shall be deemed a representation and warranty by the Town to the Underwriter as to the statements made therein;

(n) the Town is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding;

(o) except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the

Town from the information reported in the Comprehensive Annual Financial Report dated June 30, 2014 and the additional budgetary information provided by the Town since July 1, 2014, and presented in the Preliminary Official Statement under the caption "TOWN FINANCIAL INFORMATION," and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change or which may have an adverse effect on the rating of the Certificates; and

(p) pursuant to the Continuing Disclosure Certificate, the Town will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material, a description of which is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Town has had no continuing disclosure undertakings in the last five years.

Section 5. Closing. At 8:00 A.M., California time, on December 20, 2016, or at such other time and date as may be agreed upon by the Town and the Underwriter (the "Closing Date"), (i) the Town will cause to be delivered to the Underwriter the Certificates in definitive form, bearing CUSIP numbers and fully registered, through the book-entry system of The Depository Trust Company ("DTC"); and (ii) the Town will cause to be delivered to the Underwriter the other documents herein mentioned at the offices of Quint & Thimmig LLP in Larkspur, California, or another place to be agreed upon by the Town and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 in immediately available funds to the order of the Trustee on behalf of the Town. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing."

The Certificates shall be executed in fully registered form. It is anticipated that CUSIP identification numbers will be inserted on the Certificates, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Certificates on the Closing Date in accordance with the terms of this Purchase Agreement.

Section 6. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the Town contained herein and to be contained in the documents and instruments to be delivered at Closing, and upon the performance by the Town of its respective obligations hereunder, both as of the date hereof and as of the Closing Date. The obligations of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the performance by the Authority and the Town of their obligations, to be performed hereunder and under the Legal Documents, at or prior to the Closing Date and the following additional conditions:

(a) The representations and warranties of the Town 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) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Special Counsel or counsel to the Underwriter, shall reasonably deem necessary in connection with the transactions contemplated hereby.

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial public offering prices set forth on the cover page of the Official Statement, of the

Certificates shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency, or there shall have occurred any other outbreak or escalation of hostilities, or a local, national or international calamity or crisis, financial or otherwise, the effect of such outbreak or escalation, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market Certificates;

(ii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iii) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication 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 (A) obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Agreement Act of 1939, as amended, or (B) the execution and delivery, offering or sale of obligations of the general character of the Certificates, or the execution and delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(v) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the obligations of the Town secured in a like manner, which, in the reasonable opinion of the Underwriter, has a material adverse effect on the marketability or market price of the Certificates;

(vi) a material disruption in securities settlement, payment or clearance services affecting the Certificates shall have occurred

(vii) there shall have occurred any materially adverse change in the affairs or financial condition of the Town; or

(viii) an event occurs which in the reasonable opinion of the Underwriter makes untrue in any material respect any information or statement contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required or necessary to be stated therein in order to make the statements contained therein not misleading in light of the circumstances under which they were made.

(d) At or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) Certified copies of the Town Resolution, the resolution of the Authority approving the form and authorizing the execution of the Legal Documents to which the Authority is a party, and copies of the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(ii) The Preliminary Official Statement and the Official Statement, with the Official Statement executed on behalf of the Town by a duly authorized officer of the Town;

(iii) the approving opinion of Special Counsel, dated the Closing Date and addressed to the Town, in substantially the form attached as Appendix B to the Official Statement; together with a reliance letter thereto addressed to the Underwriter;

(iv) a supplemental opinion of Special Counsel dated the Closing Date and addressed to the Underwriter and the Town, in form and substance acceptable to each of them to the effect that:

(A) the statements in the Official Statement under the captions, "INTRODUCTION" "THE CERTIFICATES," "SECURITY FOR THE CERTIFICATES," "CONTINUING DISCLOSURE" and "TAX MATTERS" and contained in APPENDIX C—"FORM OF SPECIAL COUNSEL OPINION," APPENDIX D—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and APPENDIX F—"FORM OF CONTINUING DISCLOSURE CERTIFICATE" insofar as such statements purport to summarize certain provisions of the Certificates, security for the Certificates, the Trust Agreement, the Site Lease, the Lease, the Assignment Agreement, the Continuing Disclosure Certificate and the legal opinion of Special Counsel with respect thereto concerning the validity and tax status of interest with respect to the Certificates, are accurate in all material respects; but excluding therefrom information about DTC and the book-entry only system;

(B) the Purchase Agreement has been duly authorized, executed and delivered by the Town and, assuming due authorization, execution and delivery by the Underwriter, constitutes the valid and binding agreement of the Town and are enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; and

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

(v) the opinion of Quint & Thimmig LLP, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the Town and the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as Disclosure Counsel and upon the information made available to it in the course of the foregoing, but without having undertaken to determine or verify independently or

assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in the opinion referred to in Section 6(d)(iii) above), nothing has come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Official Statement that causes them to believe that the Official Statement as of its date or as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the description of any litigation, any information relating to DTC, Cede & Co., the book-entry only system, information relating to the Municipal Bond Insurer and the Reserve Policy, any financial statements, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, as to all of which they express no view);

(vi) a certificate, dated the Closing Date, signed by a duly authorized official of the Town satisfactory in form and substance in the reasonable judgment of the Underwriter to the effect that:

(A) the Town is a municipal corporation and general law city, duly organized and 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 Town Documents;

(B) by official action of the Town, the Town has approved the execution and delivery of and the performance by the Town of the obligations on its part contained in the Town Documents;

(C) the execution and delivery of the Town Documents to which it is a party, compliance with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the Town's duties under any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the Town is a party or is otherwise subject or by which its properties may be affected;

(D) the information relating to the Town contained in the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any material fact which is necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading;

(E) to the best knowledge of the Town, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Town required for the execution, delivery and sale of the Certificates or the consummation by the Town of the transactions on its part contemplated by the Town Documents;

(F) to the best knowledge of the Town, the Town is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree, agreement or other instrument to which the Town is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, which breach or default has or may have a material

adverse effect on the ability of the Town to perform its obligations under the Town Documents;

(G) there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the Town, threatened against the Town, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the Town Documents or contesting the powers of the Town to enter into or perform its obligations under any of the foregoing; and

(H) the Town covenants that it will not take any action which would cause interest with respect to the Certificates to be subject to California personal income taxes;

(vii) a certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Underwriter, to the effect that:

(A) the Trustee is a national banking association duly organized and existing under and by virtue of the laws of the United States of America authorized to carry out corporate trust powers and has all necessary power and authority to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute the Certificates;

(B) the representations of the Trustee in the Trust Agreement and the Assignment Agreement are true and correct in all material respects as of the Closing Date;

(C) to the best of its knowledge, no litigation is pending or threatened (either in state or federal courts) (1) to restrain or enjoin the execution or delivery of any of the Certificates or the collection of revenues pledged under the Lease Agreement, or (2) in any way contesting or affecting any authority for the execution or delivery of the Certificates or the validity or enforceability of the Trust Agreement or the Assignment Agreement;

(D) the Trustee is duly authorized to execute and deliver the Certificates to the Underwriter upon instruction by the Town pursuant to the terms of the Trust Agreement, and the Trust Agreement and the Assignment Agreement constitute legal, valid and binding obligations of the Trustee enforceable in accordance with their respective terms;

(E) to the best of its knowledge, the execution and delivery of the Trust Agreement and the Assignment Agreement and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default, of the Trustee's duties under said documents or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; and

(F) the Certificates have been validly executed and delivered by the Trustee;

(viii) the opinion of counsel to the Trustee, addressed to the Underwriter and the Town, dated the Closing Date, to the effect that;

(A) the Trustee has been duly organized and is validly existing in good standing as a national banking association under the laws of the United States of America, with full corporate power to enter into the Trust Agreement and the Assignment Agreement and to accept the trust as provided therein, and to perform its obligations under the Trust Agreement and the Assignment Agreement;

(B) the Trustee has duly authorized, executed and delivered the Trust Agreement and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement;

(C) assuming the due authorization, execution and delivery by the other party to the Trust Agreement and the Assignment Agreement, the Trust Agreement and the Assignment Agreement constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(D) the Certificates have been validly executed by the Trustee; and

(E) to the best of such counsel's knowledge, no authorization, approval, consent or order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Trust Agreement and the Assignment Agreement by the Trustee or the authentication by the Trustee of the Certificates;

(ix) a copy of the general resolution of the Trustee authorizing the execution and delivery of the Trust Agreement and the Assignment Agreement;

(x) a copy of the Official Statement, executed on behalf of the Town;

(xi) a copy of the Reserve Policy;

(xii) an opinion of counsel to the Municipal Bond Insurer, addressed to the Town and the Underwriter to the effect that:

(A) the descriptions of the Municipal Bond Insurer and the Reserve Policy included in the Official Statement are accurate;

(B) the Reserve Policy constitutes the legal, valid and binding obligation of the Municipal Bond Insurer, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditor's rights generally and by the application of equitable principles if equitable remedies are sought, and

(C) as to such other matters as the Town or the Underwriter may reasonably request;

(xiii) a certificate of the Municipal Bond Insurer, signed by an authorized officer of the Municipal Bond Insurer, to the effect that:

(A) the information contained in the Official Statement relating to the Municipal Bond Insurer and the Reserve Policy is true and accurate and

(B) as to such other matters as the Town or the Underwriter may reasonably request;

(xiv) a letter from S&P Global Ratings, indicating that the Certificates have received a rating of “__;”

(xv) Evidence of required filings with the California Debt and Investment Advisory Commission;

(xvi) a copy of the Blanket Letter of Representations executed by the Town and delivered to DTC relating to the book-entry system for the Certificates;

(xvii) a Certificate of the Risk Manager of the Town with respect to the Property evidencing that the insurance required by Article V of the Lease Agreement has been procured and is in full force and effect; and

(xviii) such additional legal opinions, certificates, proceedings, instruments or other documents as Special Counsel and counsel to the Underwriter, if any, may reasonably request to evidence compliance by the Authority and the Town with legal requirements, the truth and accuracy, as of the Closing Date, of the representations and warranties of the Town contained herein, and the due performance or satisfaction by the Authority and the Town at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Town.

Section 7. Changes in Official Statement. After the Closing, the Town will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall object in writing. Within 90 days after the Closing or within 25 days following the end of the underwriting period, whichever occurs first, if any event relating to or affecting the Certificates, the Trustee, the Authority or the Town shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Town will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The Town shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with a nationally recognized municipal securities repository. For the purposes of this section the Trustee, the Authority and the Town will each furnish such information with respect to itself as the Underwriter may reasonably request from time to time during such period.

Section 8. Expenses.

(a) Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the Town shall pay from the proceeds of the Certificates or otherwise, all expenses and costs of the Town and the Authority incident to the performance of their obligations in connection with the authorization,

execution, sale and delivery of the Certificates to the Underwriter, including, without limitation, (i) printing costs, rating agency fees and charges; (ii) the initial fees of the Trustee, including fees and disbursements of its counsel, if any; (iii) the fees and disbursements of Special Counsel and Disclosure Counsel and any other professional advisors employed by or on behalf of the Town or the Authority, (iv) the premium to be paid to the Municipal Bond Insurer, and (v) the costs of preparation, printing, signing, transportation, delivery and safekeeping of the Certificates.

(b) The Underwriter shall pay all expenses incurred by it in connection with the public offering and distribution of the Certificates including, but not limited to: (i) all advertising expenses in connection with the offering of the Certificates; (ii) the fees and expenses of Underwriter's Counsel; and (iii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Certificates (including travel and other expenses, CUSIP Service Bureau fees, fees of the California Debt and Investment Advisory Commission and any other fees and expenses), except as provided in (a) above or as otherwise agreed to by the Underwriter and the Town.

Section 9. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Brandis Tallman LLC, 22 Battery Street, Suite 500, San Francisco, CA 94111, Attention: Mr. Richard Brandis, President. Any notice or communication to be given to Town under this Purchase Agreement may be given by delivering the same in writing to the Town's address set forth above, Attention: Town Manager.

The approval of the Underwriter when required hereunder or the determination of the Underwriter's satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

Section 10. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Town and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Town in this Purchase Agreement shall remain operative and in full force and effect regardless of (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the Certificates pursuant to this Purchase Agreement. The agreements contained in this Section 10 and in Section 8 shall survive any termination of this Purchase Agreement.

Section 11. Counterparts. 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 12. Prior Agreements. The parties agree that the terms and conditions of this Purchase Agreement supersede those of all previous agreements between the parties, and that this Purchase Agreement contains the entire agreement between the parties hereto. In the event of a dispute between the parties under this Purchase Agreement, the losing party in such dispute shall pay all reasonable costs and expenses incurred by the prevailing party in connection therewith, including but not limited to attorneys' fees.

Section 13. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

Section 14. Effectiveness. This Purchase Agreement shall be effective as of the date set forth above upon the execution of the acceptance hereof by an authorized officer of the Town and shall be valid and enforceable as of the time of such acceptance.

BRANDIS TALLMAN LLC

By _____
Richard Brandis
President

Accepted and Agreed to:

TOWN OF FAIRFAX

By _____
Garrett Toy
Town Manager

SCHEDULE I

\$ _____
CERTIFICATES OF PARTICIPATION
(2016 Refinancing Project—Taxable)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
TOWN OF FAIRFAX
as the Rental for Certain Property
Pursuant to a Lease Agreement with the
Fairfax Financing Authority

MATURITY SCHEDULE

Maturity (June 15)	Principal Amount	Interest Rate	Yield	Price
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REDEMPTION PROVISIONS

Optional Redemption. The Certificates maturing on or before June 15, ____, are not subject to optional redemption prior to maturity. The Certificates maturing on and after June 15, ____, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the Town (or, if the Town shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, on or after June 15, ____, at a redemption price equal to the principal amount of the Certificates to be redeemed, together with accrued interest, without premium, to the date fixed for redemption, from the proceeds of the optional prepayment of Lease Payments made by the Town pursuant to the Lease Agreement.

Sinking Fund Redemption. The Certificates maturing on June 15, ____, are subject to mandatory redemption in part on June 15 in each year on and after June 15, ____, to and including June 15, ____, from the principal components of scheduled Lease Payments required to be paid by the Town pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 15)	Principal Amount of <u>Certificates to be Redeemed</u>
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†Maturity.

The Certificates maturing on June 15, ____, are subject to mandatory redemption in part on June 15 in each year on and after June 15, ____, to and including June 15, ____, from the principal components of scheduled Lease Payments required to be paid by the Town pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (June 15)	Principal Amount of <u>Certificates to be Redeemed</u>
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†Maturity.

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the Town, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.