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**COMMUNITY FACILITIES DISTRICT NO. 2016-1
OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)
SERIES A OF 2016 SPECIAL TAX BONDS**

BOND PURCHASE AGREEMENT

[Date]

Board of Supervisors
Community Facilities District No. 2016-1
(Village of Esencia) of the
County of Orange
Hall of Administration
333 West Santa Ana Boulevard
Santa Ana, California

Ladies and Gentlemen:

Piper Jaffray & Co. on behalf of itself and Raymond James & Associates, Inc. (together, the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement with Community Facilities District No. 2016-1 of the County of Orange (Village of Esencia) (the “Community Facilities District”) which, upon acceptance, will be binding upon the Community Facilities District and the Underwriter. This offer is made subject to its acceptance by the Community Facilities District on the date hereof, and it is subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance by the Community Facilities District. Capitalized terms that are used in this offer and not otherwise defined herein shall have the respective meanings ascribed to them in the Resolution (as hereinafter defined).

The Community Facilities District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Community Facilities District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Community Facilities District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Community Facilities District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Community Facilities District on other matters), (iii) the only obligations the Underwriter has to the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the Municipal

Securities Rulemaking Board (the “MSRB”), and (iv) the Community Facilities District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the Community Facilities District, and the Community Facilities District agrees to sell to the Underwriter, all (but not less than all) of the Community Facilities District No. 2016-1 of the County of Orange (Village of Esencia) Series A of 2016 Special Tax Bonds (the “Bonds”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (as hereinafter defined), bear interest from said date (payable semiannually on February 15 and August 15 in each year, commencing February 15, 2017) at the rates per annum, and mature on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and be subject to redemption as provided in the Bond Indenture (the “Indenture”) dated as of November 1, 2016, by and between the Community Facilities District and U.S. Bank National Association, as trustee (the “Trustee”). The Indenture was approved by Resolution No. 16-107 (the “Resolution”) adopted on _____, 2016, by the Board of Supervisors of the County (the “Board”) acting as legislative body of the Community Facilities District.

(c) The Underwriter has previously distributed to potential purchasers of the Bonds the Preliminary Official Statement for the Bonds, dated _____, 2016 (which Preliminary Official Statement, together with its cover page and all appendices thereto, are referred to herein as the “Preliminary Official Statement” and which, with the prior approval of the Underwriter and executed by the Community Facilities District, will be referred to herein as the “Official Statement”). Such distribution of the Preliminary Official Statement by the Underwriter subsequent to its receipt of a certificate from the Community Facilities District deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”) is hereby ratified. The Community Facilities District hereby authorizes the Underwriter to use and distribute the Official Statement, the Indenture, the Resolution, the Community Facilities District Continuing Disclosure Certificate, dated as of _____, 2016, to be executed and delivered by the Community Facilities District (the “Community Facilities District Continuing Disclosure Certificate”), this Bond Purchase Agreement, any other documents or contracts to which the Community Facilities District is a party, and all information contained therein, and all other documents, certificates and statements furnished by the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the MSRB through the Electronic Municipal Marketplace Access website

of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(d) At 8:00 A.M., California time, on _____, 2016, or at such earlier time or date as shall be agreed upon by the Underwriter and the Community Facilities District (such time and date being herein referred to as the “Closing Date”), the Community Facilities District will deliver (i) through the facilities of The Depository Trust Company in New York, New York or to its agent, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the County, acting on behalf of the Community Facilities District, as provided in the Resolution, and (ii) to the Underwriter, at the Newport Beach, California offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), the documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in same day funds (such delivery and payment being herein referred to as the “Closing”).

(e) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial offering prices set forth in the Official Statement, which prices may be changed from time to time by the Underwriter after such offering.

2. Representations, Warranties and Agreements of the Community Facilities District. The Community Facilities District represents, warrants and covenants to and agrees with the Underwriter that:

(a) The County is duly organized and is validly existing under the Constitution and laws of the State of California.

(b) The Board has duly adopted a resolution forming the Community Facilities District (the “Resolution of Formation”) and an ordinance authorizing the levy of a special tax on the taxable property within the Community Facilities District (as heretofore amended, the “Special Tax Ordinance”) and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance and has caused to be recorded in the real property records of the County of Orange, a Notice of Special Tax Lien (the “Notice of Special Tax Lien”) (such ordinances and resolutions and Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended, except as described in the Official Statement.

(c) The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State of California and has, or at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Bond Purchase Agreement, the Indenture, and the Community Facilities District Continuing Disclosure Certificate, to carry out all transactions contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Indenture, the

Official Statement, this Bond Purchase Agreement, and the Community Facilities District Continuing Disclosure Certificate (collectively the “Community Facilities District Documents”).

(d) The Community Facilities District has complied, and at the Closing Date will be in compliance, in all material respects, with the Community Facilities District Documents; and any immaterial noncompliance therewith by the Community Facilities District will not impair the ability of the Community Facilities District to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

(e) The Board has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Constitution and laws of the State of California in order to form the Community Facilities District to authorize the levy of a special tax (the “Special Tax”) on the taxable property within the Community Facilities District pursuant to the Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Formation and as revised in accordance therewith (as revised, the “Rate and Method of Apportionment”), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment) within the Community Facilities District and to authorize the sale and issuance of the Bonds, (ii) conducted judicial validation proceedings regarding the due formation of the Community Facilities District, the authorization for the issuance of bonds of the Community Facilities District and the levy of the Special Tax, (iii) authorized and approved the execution and delivery of the Community Facilities District Documents, (iv) authorized the preparation and delivery of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the Community Facilities District of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of the Community Facilities District Documents (including, without limitation, the collection of the Special Tax); and the Community Facilities District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the Community Facilities District Documents and the Bonds will constitute the valid, legal and binding obligations of the Community Facilities District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors’ rights in general and to the application of equitable principles.

(f) The Community Facilities District is not in breach of or default under any applicable law or administrative rule or regulation of the United States or the State of California, or of any department, division, agency or instrumentality of either of them, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the Bonds; and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States or the State of California, or of any department, division, agency or instrumentality of either of them, or under any applicable court

or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound.

(g) Except for compliance with the “Blue Sky” or other states securities law filings, as to which the Community Facilities District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations hereunder, or under the Community Facilities District Documents or the Bonds, have been obtained and are in full force and effect.

(h) The Special Tax has been duly and lawfully authorized and may be levied and collected under the laws of the State of California; and, when levied, the Special Tax will constitute a valid and legally binding continuing lien on the properties on which it is levied in accordance with the Rate and Method of Apportionment.

(i) Until the date which is twenty five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the Community Facilities District becomes aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the Community Facilities District shall forthwith notify the Underwriter of such event and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary so that the statements therein, as so supplemented, will not be misleading in light of the circumstances existing at such time; and the Community Facilities District shall promptly furnish to the Underwriter a reasonable number of copies of such supplement (as used herein, the term “end of the underwriting period” means the later of such time as (i) the Community Facilities District delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public; and, unless the Underwriter delivers written notice to the contrary to the Community Facilities District prior to the Closing specifying another date to be deemed the “end of the underwriting period,” the “end of the underwriting period” shall be deemed to be the Closing Date).

(j) The Resolution creates a valid pledge of the Net Taxes and the moneys in the Special Tax Fund established pursuant to the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(k) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the knowledge of the Community Facilities District, threatened against the Community Facilities District (i) which would materially adversely affect the ability of the Community Facilities District to perform its obligations under the Community Facilities District Documents or the Bonds, or (ii) seeking to restrain or to enjoin: (A) the development of any of the land within the Community Facilities District, (B) the issuance, sale or delivery of the

Bonds, (C) the application of the proceeds thereof in accordance with the Indenture, or (D) the collection or application of the Special Tax, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Community Facilities District Documents, any tentative or final subdivision map or building permits applicable to property within the Community Facilities District any other instruments relating to the development of any of the property within the Community Facilities District or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers or authority of the Community Facilities District with respect to the Bonds, the Community Facilities District Documents, or any action of the Community Facilities District contemplated by any of said documents; nor is there any action pending or, to the knowledge of the Community Facilities District, threatened against the Community Facilities District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation.

(l) The Community Facilities District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the Community Facilities District shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any Blue Sky filing.

(m) Any certificate signed by any authorized official of the County or the Community Facilities District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(n) The Community Facilities District will apply the proceeds of the Bonds in accordance with the Resolution and as described in the Official Statement.

(o) The Official Statement (except the portion thereof entitled “PROPERTY OWNERSHIP AND THE DEVELOPMENT,” [Appendices B, H, J and K,] and other information therein provided by the Developer (defined hereafter), the Special Tax Consultant, the Appraiser and the Market Absorption Consultant (each as defined herein) and information relating to DTC and its book-entry system as to which no view need be expressed) is, as of the date thereof, and will be, as of the Closing Date, true, correct and complete in all material respects; and as of its date the Official Statement (except the portion thereof mentioned above, as to which no view need be expressed) does not, and as of the Closing Date 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 light of the circumstances under which they were made, not misleading.

(p) Based on a review of its prior undertakings and except as otherwise disclosed in the Preliminary Official Statement does not omit any instance in which the County or the Community Facilities District has failed to comply in any material respect with any continuing disclosure undertaking previously entered into pursuant to the provisions of Rule 15c2-12(b)(5) during the past five years.

(q) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the Community Facilities District as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or (upon reasonable written notice from the Underwriter) within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the Community Facilities District so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(i) hereof, be true, correct and complete in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(i) hereof, 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;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any

member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, 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 Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, 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 Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under, or from the other requirements of, the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under, or from the 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 Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the Community Facilities District to construct or acquire the improvements as contemplated by the Community Facilities District Documents or the Official Statement or the right of any owner of the property within the Community Facilities District to develop such property in the manner described in the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States; or

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or 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 the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction; or

(7) 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 Bonds or obligations of the general character of the Bonds 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, the Underwriter; or

(8) the entry of an order by a court of competent jurisdiction which order, in the reasonable opinion of the Underwriter, materially and adversely affects proposed development of property within the Community Facilities District; or

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(10) there shall have been any material adverse change in the affairs of the Community Facilities District or County that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) the commencement of any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body described in Section 2(k).

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Community Facilities District Documents, together with a certificate dated as of the Closing Date of the Secretary of the Board to the effect that each such document is a true, correct and complete copy of the one duly approved by the Board;

(2) The Official Statement, duly executed by the Community Facilities District;

(3) The opinion of Bond Counsel, dated the Closing Date and addressed to the Community Facilities District, in substantially the form attached to the Preliminary Official Statement as Appendix C, and a reliance letter from such firm, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the Community Facilities District may be relied upon by the Underwriter to the same extent as if such opinion were addressed to them;

(4) The supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that (i) this Bond Purchase Agreement, and the District Continuing Disclosure Certificate have been duly authorized, executed and delivered by the Community Facilities District, and, in the case of the Bond Purchase Agreement, assuming such agreement constitutes a valid and binding obligation of the respective other parties thereto, constitute the legally valid and binding obligations of the Community Facilities District enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity and to the exercise of judicial discretion in appropriate cases; (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and (iii) the statements contained in the Official Statement under the captions "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS," and in [Appendices C, E, F and G,] insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the other agreements and the opinion of such firm concerning the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, are accurate in all material respects;

(5) The letter of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the Closing Date and addressed to the Community Facilities District and to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the Community Facilities District, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement, as of its date contained, or as of the Closing Date 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 light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial statements or other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections, assumptions, or expressions of opinion, any information about valuation, appraisals, absorption, archeological or environmental matters, or any information about The Depository Trust Company, the book-entry-only system or CUSIP numbers);

(6) A certificate, dated the Closing Date and signed by an authorized representative of the Community Facilities District, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds and certifying that (i) the representations and warranties of the Community Facilities District contained in Section 2 hereof 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; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds and the Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the Community Facilities District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the Community Facilities District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the office of County Counsel, to the effect that (i) the County was duly organized and is validly existing as a division of the State under the Constitution and laws of the State of California, (ii) the Board adopted the resolutions and ordinances forming the Community Facilities District, confirming the Special Tax, approving the Community Facilities District Documents and authorizing the sale and issuance of the Bonds at meetings of the Board which were held pursuant to law, (iii) to its current actual knowledge, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any California court, governmental agency, public board, or body, pending (notice of which has been served on the County) or, threatened in writing against the County or the Community Facilities District, for which the County or the Community Facilities District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Tax, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the Bonds or the Community Facilities District Documents or this Bond Purchase Agreement;

(8) A certificate, dated the Closing Date, of David Taussig & Associates (the "Special Tax Consultant") to the effect that (i) the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment on Developed Property, less the Administrative Expense Cap, will generate in each Fiscal Year at least 110% of the debt service payable with respect to the Bonds in the Bond Year that begins in such Fiscal Year assuming that development information provided by

the Developer is true and correct; (ii) all information appearing in the Official Statement for which the Special Tax Consultant is identified as being the source is true and correct as of the date of the Official Statement and as of the Closing Date; and (iii) the statements concerning the Rate and Method of Apportionment and the statistical and financial data set forth in the tables and discussion in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement under the captions “SOURCES OF PAYMENT FOR THE BONDS – Special Taxes” (but excluding the subcaptions “– *Limitation on Special Tax Levy and Potential Impact on Coverage*,” “– *Collection of Special Taxes*,” and “– *Proceeds of Foreclosure Sales*”), Appendix A – “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX,” and Appendix I “SAMPLE PROPERTY TAX BILLS,” and to the best of their knowledge, after due inquiry under the captions “THE COMMUNITY FACILITIES DISTRICT – Appraised Value-to-Lien Ratios,” “– Direct and Overlapping Indebtedness,” – “Expected Tax Burden,” and “– Largest Taxpayers” are true, correct and complete in all material respects and 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 light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement as of the Closing Date;

(9) A certificate of U.S. Bank National Association, dated the Closing Date, in form and substance reasonably acceptable to the Underwriter;

(10) An opinion, dated the Closing Date and addressed to the Underwriter and the Community Facilities District, of counsel to U.S. Bank National Association in form and substance acceptable to the Community Facilities District and the Underwriter;

(11) A Letter of Representations of RMV PA2 Development, LLC (the “Developer”) addressed to the Community Facilities District and the Underwriter in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official Statement, and a certificate of RMV PA2 Development, LLC addressed to the Community Facilities District and the Underwriter, dated the Closing Date, in the forms attached to this Bond Purchase Agreement as Exhibit B;

(12) A negative assurance letter regarding the Official Statement and an opinion from counsel to RMV PA2 Development, LLC addressed to the Underwriter in form and substance acceptable to the Underwriter;

(13) Written confirmation from Applied Best Practices, LLC in a form acceptable to the Underwriter that, other than as disclosed in the Official Statement, the County and its community facilities districts have timely filed continuing disclosure reports with respect to County’s and its community facilities districts continuing disclosure requirements relating to Rule 15c2-12 in each of the last five fiscal years;

(14) Specimen Bonds;

(15) Evidence that Internal Revenue Service Form 8038 has been executed by the Community Facilities District and will be filed with the Internal Revenue Service;

(16) A letter dated the Closing Date from Harris Realty Appraisal (the “Appraiser”) addressed to the Underwriter and the Community Facilities District to the effect that it has prepared the appraisal report (the “Appraisal”) with respect to the property located within the Community Facilities District and that (a) the Appraisal, set forth in Appendix B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) neither the Appraisal in Appendix B nor the information in the Official Statement referring to the Appraisal contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion set forth in the Appraisal;

(17) The Continuing Disclosure Agreement of the Developer, dated as of _____, 2016, between RMV PA2 Development, LLC and David Taussig & Associates, as dissemination agent;

(18) A certificate in form and substance as set forth in Exhibit C hereto, of Empire Economics, Inc. dated as of the Closing Date; and

(19) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the Community Facilities District’s representations and warranties contained herein, and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Community Facilities District shall be under any further obligation hereunder, except that the respective obligations of the Community Facilities District and the Underwriter set forth in Section 5 hereof shall continue in full force and effect.

4. Conditions of the Community Facilities District’s Obligations. The Community Facilities District’s obligations hereunder are subject to the Underwriter’s performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the Community Facilities District executing the certificate

referred to in Section 3(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds or the Community Facilities District Documents or the existence or powers of the Community Facilities District; and

(b) As of the Closing Date, the Community Facilities District shall receive the opinions referred to in Section 3(d)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the Community Facilities District shall pay or cause to be paid (out of any legally available funds of the Community Facilities District) all expenses incident to the performance of the Community Facilities District's obligations hereunder, including, but not limited to, the cost of preparing and delivering the Bonds to DTC, the cost of preparation, printing, distributing and delivering of the Resolution, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Trustee, Bond Counsel, Disclosure Counsel and any financial advisors, special tax consultants, appraisers, accountants, engineers or any other experts or consultants the Community Facilities District retained in connection with the Bonds; and

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

(c) Notices. Any notice or other communication to be given to the Community Facilities District under this Bond Purchase Agreement may be given by delivering the same in writing to the Community Facilities District in care of County of Orange at the address shown on page one hereof; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., 1100 South Coast Highway, Suite 300A, Laguna Beach, California 92651, Attn: Katherine Koster and Raymond James & Associates, Inc., One Embarcadero Center, Suite 650, San Francisco, CA 94111, Attn: Robert Larkins.

(d) Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Community Facilities District and the Underwriter (including its successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

(e) Survival of Representations, Warranties and Agreements. The representations, warranties and agreements of the Community Facilities District set forth in or made pursuant to this Bond Purchase Agreement shall not be deemed to have been discharged,

satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District and regardless of delivery of and payment for the Bonds.

6. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

7. No Prior Agreements. This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the Community Facilities District.

8. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

(Signature page follows)

9. Counterparts. This Bond Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER JAFFRAY & CO., on behalf of itself
and RAYMOND JAMES & ASSOCIATES,
INC., as representative of the Underwriter

By: _____

COMMUNITY FACILITIES DISTRICT NO.
2016-1 OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)

By: _____
Authorized Officer

Date and Time of Execution:

_____, 2016 at

_____ a.m./p.m. Pacific Time

*-Signature Page-
Bond Purchase Agreement*

EXHIBIT A

MATURITY SCHEDULE

**COMMUNITY FACILITIES DISTRICT NO. 2016-1
OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)
SERIES A OF 2016 SPECIAL TAX BONDS**

Maturity Date (August 15)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
--------------------------------------	--------------------------------	-----------------------------	---------------------	---------------------

* Term Bond.

^C Priced to the optional redemption date of August 15, _____ at par.

The purchase price of the Bonds shall be \$_____ which is the principal amount of \$_____, plus a net original issue premium of \$_____ and less Underwriter's discount of \$_____.

EXHIBIT B

**FORMS OF LETTER OF REPRESENTATIONS AND
CLOSING CERTIFICATE OF RMV PA2 DEVELOPMENT, LLC,**

**COMMUNITY FACILITIES DISTRICT NO. 2016-1
OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)
SERIES A OF 2016 SPECIAL TAX BONDS**

**LETTER OF REPRESENTATIONS OF
RMV PA2 DEVELOPMENT, LLC**

_____, 2016

Community Facilities District No. 2016-1
of County of Orange
(Village of Esencia)
Hall of Administration
333 West Santa Ana Boulevard
Santa Ana, California

Piper Jaffray & Co.
1100 South Coast Highway, Suite 300A
Laguna Beach, CA 92651

Ladies and Gentlemen:

Reference is made to the Community Facilities District No. 2016-1 (Village of Esencia) of the County of Orange (Village of Esencia) Series A of 2016 Special Tax Bonds (the “Bonds”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “Purchase Agreement”). This Letter of Representations (the “Letter of Representations”) is delivered pursuant to and in satisfaction of Section 3(d)(11) of the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement or the Preliminary Official Statement for the Bonds dated the date hereof (the “Preliminary Official Statement”).

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of RMV PA2 Development, LLC, a Delaware limited liability company (the “Developer”), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of Delaware and has all requisite right, power and authority: (i) to execute and

deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Community Facilities District No. 2016-1 of the County of Orange (Village of Esencia) (the "Community Facilities District") is held in the name of the Developer (herein the "Property"). The undersigned, on behalf of the Developer, makes the representations herein with respect to all of such Property while such Property is held in the name of the Developer. Except as otherwise described in the Preliminary Official Statement, the Developer is and the Developer's expectation as of the date of this Letter of Representations is that the Developer shall remain the party responsible for the development of the portions of the Property anticipated to be developed for recreational facilities, park and open space to the extent set forth in the Preliminary Official Statement. It is anticipated that the merchant builders described in the Preliminary Official Statement (the "Merchant Builders"), and not the Developer, will complete the construction of the residential structures on the Property, as well as the in-tract improvements.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer and its Affiliates have not violated any applicable law or administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect the Developer's ability to pay Special Taxes due with respect to the Property.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (a) neither the Developer nor its Affiliates are in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "Material Agreements") to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer's ability to develop the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no material indebtedness of the Developer or its Affiliates that is secured by an interest in the Property. Neither the Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer's ability to develop the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer or any Affiliate (with

proper service of process or proper notice to the Developer having been accomplished) or to the Actual Knowledge of the undersigned is threatened against the Developer or any such Affiliate (a) to restrain or enjoin the collection of Special Taxes or other sums pledged or to be pledged to pay the principal of and interest on the Bonds, (b) to restrain or enjoin the development of the Property to the extent to be performed by the Developer as proposed in the Preliminary Official Statement, (c) in any way contesting or affecting the validity of the Special Taxes, or (d) which if successful, is reasonably likely to materially and adversely affect the Developer's ability to complete its development planned within the Community Facilities District as described in the Preliminary Official Statement or to pay the Special Tax or ad valorem tax obligations on its Property when due.

7. As of the date of the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its Affiliates, the Merchant Builders, the proposed development of the Property to the extent to be performed by the Developer, ownership of the Property, the Developer's and Merchant Builders' development plan, the Developer's and the Merchant Builders' financing plan, the Developer's and Merchant Builders' lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions "INTRODUCTION – The District – *General*," and "– Property Ownership and Development Status," "THE COMMUNITY FACILITIES DISTRICT – General Description of the District," "– Description of Authorized Facilities," "PROPERTY OWNERSHIP AND THE DEVELOPMENT" (except as such statements relate to the base home prices of merchant builders), "SPECIAL RISK FACTORS – Endangered/Threatened Species" and "– Hazardous Substances," and "CONTINUING DISCLOSURE – Developer Continuing Disclosure" is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District, to challenge the adoption of the Ordinance of the Community Facilities District levying Special Taxes within the Community Facilities District, to invalidate the Community Facilities District, or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Community Facilities District's Rate and Method of Apportionment of Special Taxes for the Community Facilities District pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and

collected or (c) an action or suit to enforce the obligations of the County and/or the Community Facilities District under the Formation Documents, the Indenture, or any other agreements among the Developer, the County, and/or the Community Facilities District or to which the Developer is a beneficiary.

9. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the undersigned, the Developer is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

10. Neither the Developer nor any Affiliate has been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property included within the boundaries of a community facilities district or an assessment district that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district or (b) resulted in a foreclosure action being commenced.

11. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

12. The Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended, relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof, by the Developer.

13. The Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

14. To the Actual Knowledge of the undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. The Developer has not filed for, nor is the Developer aware of, current proceedings for the reassessment of the assessed value of the Property, other than in

connection with the sale of portions of the Property to Merchant Builders and/or the sale of homes to individual homebuyers.

16. Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, and except as disclosed in the Preliminary Official Statement including in the sections entitled “SPECIAL RISK FACTORS” and “PROPERTY OWNERSHIP AND THE DEVELOPMENT – The Development – Infrastructure Requirements and Financing Plan” and – “Merchant Builders in the Development,” the Developer anticipates that it will have sufficient funds to complete the development of the Property to the extent to be performed by the Developer as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property when due and does not anticipate that the Community Facilities District will be required to resort to a draw on the Reserve Account of the Special Tax Fund for payment of principal of or interest on the Bonds due to the Developer’s nonpayment of Special Taxes. However, neither the Developer nor its Affiliates are obligated to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plan and financing plan for the Property and other property within the Community Facilities District at any time without notice.

17. An appraisal of the taxable properties within the Community Facilities District, dated _____, 2016 (the “Appraisal Report”), was prepared by Harris Realty Appraisal (the “Appraiser”). The Appraisal Report estimates the market value of the taxable properties within the Community Facilities District as of _____, 2016 (the “Date of Value”). To the Actual Knowledge of the undersigned, all information submitted by, or on behalf of and authorized by, the Developer to the Appraiser was true and correct in all material respects as of the Date of Value.

18. The Developer agrees to indemnify and hold harmless the County and the Community Facilities District as set forth in Section 6 of that certain Acquisition, Funding, and Disclosure Agreement, dated as of _____, 2016 (the “Acquisition Agreement”), by and between the County, the Community Facilities District and the Developer except that the following captions of the Preliminary Official Statement, in lieu of the captions referenced in Section 6 of the Acquisition Agreement, “INTRODUCTION – Property Ownership and Development Status,” “THE COMMUNITY FACILITIES DISTRICT – General Description of the District,” “– Description of Authorized Facilities,” “PROPERTY OWNERSHIP AND THE DEVELOPMENT” (except as such statements relate to the base home prices of merchant builders), “SPECIAL RISK FACTORS – Endangered/Threatened Species” and “– Hazardous Substances,” and “CONTINUING DISCLOSURE – Developer Continuing Disclosure” shall be deemed to be incorporated into Section 6 of the Acquisition Agreement as if set forth therein.

19. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, the Merchant Builders, the proposed development of the Property to the extent to be performed by the Developer, ownership of the

Property, the Developer's and the Merchant Builders' development plan, the Developer's and the Merchant Builders' financing plan, the Developer's and the Merchant Builders' lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the Community Facilities District and the Underwriter and if in the opinion of counsel to the Community Facilities District or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the Community Facilities District in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the Community Facilities District and to the Underwriter.

20. For the period through 25 days after the "End of the Underwriting Period" as defined in the Purchase Agreement, if any event relating to or affecting the Developer, its Affiliates, the Merchant Builders, the proposed development of the Property to the extent to be performed by the Developer, ownership of the Property, the Developer's and the Merchant Builders' development plan, the Developer's and the Merchant Builders' financing plan, the Developer's and the Merchant Builders' lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur, of which the undersigned has actual knowledge, as a result of which it is necessary, in the opinion of the Underwriter or counsel to the Community Facilities District, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the Community Facilities District and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance satisfactory to the Underwriter and counsel to the Community Facilities District which 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 a purchaser, not misleading.

21. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit A with such changes thereto as are necessary to make the statements therein true as of the date of the Closing Certificate.

As used in this Letter of Representations, the phrase "Actual Knowledge of the Undersigned" shall mean the knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are likely, in the ordinary course of

their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations.

As used in this Letter of Representations, "Affiliate" means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the Community Facilities District and the Bonds (i.e., information relevant to the Developer's development plans with respect to its Property and the payment of its Special Taxes, or such Person's assets or funds that would materially affect the Developer's ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
EXECUTION PAGE FOLLOWS]

22. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have met with counsel to the Developer for the purpose of discussing the meaning of its contents.

RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company

By: RMV COMMUNITY DEVELOPMENT,
LLC, a California limited liability company
Its: Sole Member

By: RANCHO MISSION VIEJO, LLC, a
Delaware limited liability company
Its: authorized agent and manager

By: _____
Name: _____
Title: _____

EXHIBIT A

CLOSING CERTIFICATE

**COMMUNITY FACILITIES DISTRICT NO. 2016-1
OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)
SERIES A OF 2016 SPECIAL TAX BONDS**

CLOSING CERTIFICATE OF RMV PA2 DEVELOPMENT, LLC

_____, 2016

Community Facilities District No. 2016-1
of the County of Orange
(Village of Esencia)
Hall of Administration
333 West Santa Ana Boulevard
Santa Ana, California

Piper Jaffray & Co.
1100 South Coast Highway, Suite 300A
Laguna Beach, CA 92651

Ladies and Gentlemen:

Reference is made to Community Facilities District No. 2016-1 of the County of Orange (Village of Esencia) Series A of 2016 Special Tax Bonds (the "Bonds") and to the Bond Purchase Agreement, dated _____, 2016 (the "Purchase Agreement"), entered into in connection therewith. This certificate is delivered by RMV PA2 Development, LLC, a Delaware limited liability company (the "Developer") pursuant to the Purchase Agreement. Capitalized terms used herein or in the Letter of Representations (defined below) and not otherwise defined have the meanings ascribed to them in the Purchase Agreement. A copy of a Letter of Representations (the "Letter of Representations"), dated _____, 2016, delivered by the Developer, is attached hereto as Exhibit A.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the

Exhibit A to Exhibit B
Page 1

Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the undersigned, no event has occurred since the date of the Official Statement dated _____, 2016, affecting the statements and information described in Paragraph 7 of the Letter of Representations relating to the Developer, its Affiliates, the Merchant Builders, the proposed development of the Property to the extent to be performed by the Developer, ownership of the Property, the Developer's and the Merchant Builders' development plan, the Developer's and the Merchant Builders' financing plan, the Developer's and the Merchant Builders' lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

RMV PA2 DEVELOPMENT, LLC, a Delaware
limited liability company

By: RMV COMMUNITY DEVELOPMENT,
LLC, a California limited liability
company

Its: Sole Member

By: RANCHO MISSION VIEJO,
LLC, a Delaware limited liability
company

Its: authorized agent and manager

By: _____

Name: _____

Title: _____

EXHIBIT C

**COMMUNITY FACILITIES DISTRICT NO. 2016-1
OF THE COUNTY OF ORANGE
(VILLAGE OF ESENCIA)
SERIES A OF 2016 SPECIAL TAX BONDS**

CERTIFICATE OF EMPIRE ECONOMICS, INC.

The undersigned, on behalf of Empire Economics, Inc. Capistrano Beach, California (“Empire Economics”), has prepared a report entitled “MARKET ABSORPTION STUDY COMMUNITY FACILITIES DISTRICT NO. 2016-1 COUNTY OF ORANGE (VILLAGE OF ESENCIA), CALIFORNIA” (the “Market Absorption Study”), dated _____, 2016, and certifies that:

1. The assumptions made in the Market Absorption Study are reasonable.
2. Empire Economics is not aware of any event or act that occurred since the date of the Market Absorption Study which, in its opinion, would materially and adversely affect the conclusions set forth in the Market Absorption Study.
3. Empire Economics consents to the reproduction of the Market Absorption Study as Appendix J to the Preliminary Official Statement dated _____, 2016, (the “Preliminary Official Statement”), and the Official Statement dated _____, 2016 (the “Official Statement”), and to the references to Empire Economics and the Market Absorption Study made in the Preliminary Official Statement and the Official Statement.
4. The Market Absorption Study attached to the Preliminary Official Statement and the Official Statement is a true and correct copy of such document.
5. Empire Economics has reviewed the Preliminary Official Statement and the Official Statement, and the statements concerning the Market Absorption Study contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and 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 light of the circumstances under which they were made, not misleading.

Dated: _____, 2016

EMPIRE ECONOMICS, INC.

By: _____

Its: _____