

\$ _____
HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES

\$ _____ Refunding Revenue Bonds 2019 Series A (AMT)	\$ _____ Refunding Revenue Bonds 2019 Series B (Non-AMT)	\$ _____ Refunding Revenue Bonds 2019 Series C-1 (AMT) (Green Bonds)	\$ _____ Refunding Revenue Bonds 2019 Series C-2 (Non-AMT) (Green Bonds)
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BOND PURCHASE AGREEMENT

_____, 2019

Harbor Department of the City of Los Angeles
The Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731

Ladies and Gentlemen:

The undersigned, Jefferies LLC (the “Representative”), on our own behalf and on behalf of Siebert Cisnero Shank & Co. L.L.C. and UBS Financial Services Inc. (together with the Representative, the “Underwriters”), offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Harbor Department of the City of Los Angeles (the “Department”) which, upon the Department’s acceptance of this offer, will be binding upon the Department and the Underwriters. The offer made hereby is subject to acceptance by the Department by execution and delivery of this Purchase Agreement to the Representative at or prior to 5:00 P.M., Pacific Time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriters upon notice delivered to the Department at any time prior to the acceptance hereof by the Department.

The Representative represents and warrants that (i) it has been duly authorized by itself and the other Underwriters to execute this Purchase Agreement and (ii) it has been duly authorized by the Underwriters to act hereunder by and on behalf of itself and the other Underwriters and, as the Representative, to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or the Underwriters. The Underwriters shall not designate any other representative except upon the approval of the Department (which approval shall not be unreasonably withheld).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters hereby agree, jointly and severally, to purchase from the Department for offering to the public, and the Department hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the \$_____ Harbor Department of the City of Los Angeles Refunding Revenue Bonds, 2019 Series A (AMT) (the “Series 2019A Bonds”), \$_____ 2019 Series B (Non-AMT) (the “Series 2019B Bonds”), \$_____ Harbor Department of the City of Los Angeles Refunding Revenue Bonds, 2019 Series C-1 (AMT) (Green Bonds) (the “Series 2019C-1 Bonds”) and \$_____ 2019 Series C-2 (Non-AMT) (Green Bonds) (the “Series 2019C-2 Bonds” and, together with the Series 2019A Bonds, the Series 2019B Bonds and the Series

2019C-1 Bonds, the “Series 2019 Bonds”), to be dated their date of delivery. The Series 2019 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The Series 2019 Bonds shall mature on August 1 in each of the years and in the amounts set forth in Appendix A hereto. The Series 2019 Bonds shall bear interest on each February 1 and August 1 of each year commencing February 1, 2020 and be subject to redemption as provided in the Official Statement hereinafter mentioned. The aggregate purchase price for the Series 2019 Bonds shall be \$_____ (representing the aggregate principal amount of the Series 2019 Bonds, [plus/less] original issue [premium/discount] of \$_____, and less an Underwriters’ discount of \$_____).

2. The Series 2019 Bonds. The Series 2019 Bonds shall be issued under and pursuant to Section 609 of the Charter of the City and Section 11.28.1 et seq. of the Los Angeles Administrative Code (collectively, the “Charter”), Resolution No. 19-____ and 19-____ (collectively, the “Authorizing Resolutions”) adopted by the Board of Harbor Commissioners of the City of Los Angeles (the “Board”) on June 20, 2019 and approved by the City Council of the City (the “City Council”) and the Mayor of the City (the “Mayor”) on [August 6], 2019, Resolution No. 19-____ (the “Document Resolution,” and together with Authorizing Resolutions, the “Resolutions”) adopted by the Board on [July 25], 2019, and an Indenture of Trust, dated as of [September] 1, 2019 (the “Indenture”), by and between the Department and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms in this Purchase Agreement that are not otherwise defined herein shall have the meanings given to such terms in the Official Statement (as hereinafter defined).

3. Purpose of Bonds. The Department will use proceeds of the Series 2019 Bonds to (a) refund and defease the Refunded Bonds (as defined in the Official Statement) and (b) pay the costs of issuance of the Series 2019 Bonds. A portion of the proceeds of the Series 2019 Bonds, together with certain available moneys of the Department, will be deposited in the applicable redemption account established and maintained for the Refunded Bonds by the Trustee. Such amounts will be held uninvested by the Trustee and on the redemption date for the Refunded Bonds (September 19, 2019) will be used to pay the redemption price of and interest on the Refunded Bonds.

4. Offering. It shall be a condition to the Department’s obligations to sell and to deliver the Series 2019 Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Series 2019 Bonds that the entire aggregate principal amount of the Series 2019 Bonds referred to in Paragraph 1 shall be issued, sold and delivered by the Department and purchased, accepted and paid for by the Underwriters at the Closing (as defined herein). The Underwriters agree to make a bona fide public offering of all the Series 2019 Bonds, at prices not in excess of the initial public offering prices (or at yields not less than the initial offering yields) as set forth in the Official Statement; provided that the Series 2019 Bonds may be offered and sold to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriters, at prices lower than such public offering prices and may effect transactions that stabilize or maintain the market price of the Series 2019 Bonds. The Department hereby authorizes the use by the Underwriters of the Resolutions, the Indenture, the Continuing Disclosure Certificate of the Department dated the date of issuance of the Series 2019 Bonds (the “Continuing Disclosure Certificate”) and the Official Statement, and any supplements or amendments thereto, and the information contained

in each of such documents, in connection with the public offering and sale of the Series 2019 Bonds.

5. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Department in establishing the issue price of Series 2019 Bonds and shall execute and deliver to the Department at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Department and Bond Counsel (defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of Series 2019 Bonds.

(b) [Except as otherwise set forth in Appendix A attached hereto,] the Department will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the “10% test”) that is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Appendix A attached hereto sets forth the maturities of the Series 2019 Bonds for which the 10% test has been satisfied as of the date of this Purchase Agreement (the “10% Test Maturities”) and the prices at which the Underwriters have sold such 10% Test Maturities to the public.

(c) [With respect to the maturities of the Series 2019 Bonds that are not 10% Test Maturities, as described in Schedule A (the “Hold-the-Price Maturities”), the Representative confirms that the Underwriters have offered the Series 2019 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. The Department and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to the Hold-the-Price Maturities, which will allow the Department to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019 Bonds, the Underwriters will neither offer nor sell unsold Series 2019 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires,

contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Series 2019 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below),

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

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Department acknowledges that, in making the representations set forth in this Paragraph, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019 Bonds, including,

but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Department further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds.

(f) The Underwriters acknowledge that sales of any Series 2019 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Paragraph 5. Further, for purposes of this Paragraph 5:

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

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Department (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a, third-party distribution agreement participating in the initial sale of the Series 2019 Bonds to the public),

(iii) a purchaser of any of the Series 2019 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

6. Official Statement. Upon the Department's acceptance of this offer, it shall be deemed to have ratified, approved and confirmed the Preliminary Official Statement of the Department with respect to the Series 2019 Bonds dated _____, 2019 (the "Preliminary Official Statement"). The Department hereby agrees to deliver or cause to be delivered to the Underwriters, no later than the earlier of (i) seven (7) business days after the date hereof or (ii) two (2) business day prior to the Closing Date, in order to permit the Underwriters to comply with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution of the Official Statement, conformed copies of the final Official Statement (in word-searchable PDF format), dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Department and the Representative). The Official Statement shall be substantially in the form of the Preliminary Official Statement, with only such changes as are necessary to reflect the principal amount, interest rates, maturity dates, and redemption provisions relating to the Series 2019 Bonds (said document, including its cover page, inside front cover page and Appendices, as the same may be amended and supplemented in accordance with this Purchase Agreement and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Official Statement").

7. Representations, Warranties and Agreements of the Department. The Department represents and warrants to and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) the Department is a proprietary department of the City of Los Angeles duly organized and validly existing under the Charter and the laws of the State of California;

(b) the Department has full legal right, power and authority to enter into this Purchase Agreement, to adopt the Resolutions, and to enter into and observe, perform and consummate the covenants, agreements and transactions contemplated by this Purchase Agreement, the Resolutions, the Indenture and the Continuing Disclosure Certificate, and to issue, sell and deliver the Series 2019 Bonds to the Underwriters as provided herein; and, by all necessary official action, the Board has authorized and approved the Preliminary Official Statement and the Official Statement, has approved the distribution of the Preliminary Official Statement by the Underwriters to any potential purchasers of the Series 2019 Bonds and has authorized and approved the distribution of the Official Statement by the Underwriters to any purchasers of the Series 2019 Bonds;

(c) by all necessary official action, the Department has duly adopted the Resolutions, has duly approved the Preliminary Official Statement and the delivery thereof to the Underwriters, has duly authorized and approved the Official Statement and the delivery thereof to the Underwriters, has duly authorized and approved the execution and delivery of, and the performance by the Department of the obligations in connection with the issuance of the Series 2019 Bonds on its part contained in this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate, and the consummation by it of all other transactions contemplated by such documents in connection with the issuance of the Series 2019 Bonds; and the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate (upon their execution and delivery) and this Purchase Agreement constitute the legal, valid and

binding obligations of the Department, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) the Department is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Department is a party or to which the Department or any of its property or assets 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 material default or event of default under any such instrument; and the execution and delivery of this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate and the adoption of the Resolutions and compliance with the provisions on the Department's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Department is a party or to which the Department or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Department or under the terms of any such law, regulation or instrument, except as provided by the Series 2019 Bonds, the Indenture and this Purchase Agreement;

(e) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Department of its obligations in connection with the issuance, sale and delivery of the Series 2019 Bonds under this Purchase Agreement and the Indenture have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2019 Bonds; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Department of its respective obligations under this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate have been duly obtained;

(f) the Series 2019 Bonds, if and when issued, will be issued in accordance with the Indenture, and the Series 2019 Bonds and the Indenture will conform in all material respects to the descriptions thereof contained in the Official Statement under the captions "PLAN OF REFUNDING AND APPLICATION OF SERIES 2019 BOND PROCEEDS," "DESCRIPTION OF THE SERIES 2019 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," and "TAX MATTERS" in, and "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" in Appendix C to the Official Statement; and the

Continuing Disclosure Certificate conforms in all material respects to the summary thereof contained in the Official Statement under the caption “CONTINUING DISCLOSURE” and in Appendix D to the Official Statement;

(g) the Series 2019 Bonds, if and when issued, authenticated and delivered in accordance with the Indenture and sold to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Department, enforceable in accordance with their terms and the terms of the Indenture, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors’ rights or contractual obligations generally and limitations on judicial remedies available against public agencies; and upon such issuance, authentication and delivery the Indenture will provide, for the benefit of the holders from time to time of the Series 2019 Bonds, a legally valid and binding pledge of and lien on the Revenues (as defined in the Indenture) and the funds and accounts pledged under the Indenture, subject only to the provisions of the Indenture permitting the application thereof on the terms and conditions set forth in the Indenture;

(h) as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officer of the Department executing this Purchase Agreement, threatened against the Department, affecting the corporate existence of the Department or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the issuance or delivery of the Series 2019 Bonds or the collection of the Revenues of the Department pledged or to be pledged to pay the principal of and interest on the Series 2019 Bonds, or the pledge of and lien on the Revenues, funds and accounts pursuant to the Indenture, or contesting or affecting as to the Department the validity or enforceability of the Charter, this Purchase Agreement, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate or contesting the tax-exempt status of interest on the Series 2019 Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Department or any authority for the issuance of the Series 2019 Bonds, the adoption of the Resolutions, or the execution and delivery by the Department of this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate nor, to the best knowledge of the officer of the Department executing this Purchase Agreement, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Charter as to the Department and other applicable law or the adoption, authorization, execution, delivery or performance, as the case may be, by the Department of the Resolutions, the Series 2019 Bonds, this Purchase Agreement, the Indenture or the Continuing Disclosure Certificate;

(i) the Preliminary Official Statement was “deemed final” by the Department as of its date and within the meaning of paragraph (a)(2) of 17 CFR Section 240.15c2-12 (the “Rule”), promulgated by the Securities and Exchange Commission, except for the permitted omissions provided under Rule;

(j) as of the date thereof and hereof, the Preliminary Official Statement (except for the information relating to The Depository Trust Company and its book-entry system, as to

which no representation is made) did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(k) the Department will undertake, pursuant to the Continuing Disclosure Certificate, to be dated the date of delivery of the Series 2019 Bonds (the “Continuing Disclosure Certificate”) substantially in the form attached to the Official Statement as Appendix D, to provide certain annual financial information and to provide notices upon the occurrence of certain enumerated events;

(l) except as described in the Preliminary Official Statement and the Official Statement, the Department has never failed to comply, in any material respect, in the past five years with the terms of any continuing disclosure undertaking previously entered into by it pursuant to the Rule;

(m) at the time of the Department’s acceptance hereof, the Official Statement 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 in which they were made, not misleading (except for the information relating to The Depository Trust Company and its book-entry system, as to which no representation is made), and if the Official Statement is supplemented or amended pursuant to subparagraph 7(n) hereof, at the time of each supplement or amendment thereto, the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the information relating to The Depository Trust Company and its book-entry system, as to which no representation is made);

(n) each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any 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. If, in the reasonable written opinion of the Department or the Representative, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the Department or any Underwriter during such period), necessary so that the Official Statement does 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, the Department will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does 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, and furnish copies of such supplement or amendment to the Underwriters in such numbers as the Representative may reasonably request. The Department and the Underwriters agree that they will cooperate in the preparation of any such amendment or supplement. As used

herein, the term “End of the Underwriting Period” means the later of such time as (i) the Department delivers the Series 2019 Bonds to the Underwriters, or (ii) the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2019 Bonds for sale to the public. Unless the Representative gives notice to the contrary, the “End of the Underwriting Period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Department at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period;

(o) the Department will apply the proceeds from the sale of the Series 2019 Bonds for the purposes specified in the Resolutions and the Indenture;

(p) between the date hereof and the Closing, except as contemplated by the Official Statement, the Department will not, without prior written notice to the Underwriters, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, other than in the ordinary course of its business;

(q) the Department will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as may be requested to (i) qualify the Series 2019 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 of America as may be designated by the Underwriters, and (ii) determine the eligibility of the Series 2019 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2019 Bonds; provided, however, that the Department shall not be required to pay the cost or expense of any such qualification or determination or to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(r) the financial statements of, and other financial information regarding, the Department set forth in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the operations of the Department as of the dates and for the periods therein set forth, and (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) the other historical financial information has been determined on a basis substantially consistent with that of the Department’s audited financial statements included in the Preliminary Official Statement and the Official Statement; and, except as disclosed in the Preliminary Official Statement and the Official Statement, there has not been any material adverse change in the financial condition of the Department since June 30, 2018;

(s) any certificate signed by any official of the Department and delivered to the Representative or the Underwriters shall be deemed to be a representation and warranty by the Department hereunder to the Representative and each of the Underwriters as to the statements made therein; and

(t) the Department has not defaulted in the payment of principal of or interest on any of its debt obligations (“debt obligations” shall not include any industrial development bonds or

private activity bonds the Department has issued on behalf of any other person and as to which the Department has no direct or indirect financial responsibility).

8. Closing. At 8:00 a.m., Pacific Time, on _____, 2019, or at such other date and time as shall have been mutually agreed upon by the Department and the Representative, the Department will deliver or cause to be delivered to The Depository Trust Company (“DTC”) as described below, the Series 2019 Bonds in definitive form duly executed by the Department and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriters will accept such delivery to DTC and pay the purchase price of the Series 2019 Bonds as set forth in Paragraph 1 hereof in federal or other immediately available funds, in an aggregate amount equal to such aggregate purchase price as set forth in Paragraph 1. Physical delivery of the Series 2019 Bonds shall be made to the Trustee as agent for DTC under the Fast Automated Securities Transfer (“FAST”) system, or as otherwise instructed by the Department or the Trustee. Payment for the delivery of the Series 2019 Bonds as aforesaid shall be made at the offices of Hawkins Delafield & Wood LLP, Los Angeles, California, or at such other place as shall have been mutually agreed upon by the Department and the Representative. Such payment and delivery is herein called the “Closing.” The Underwriters shall order a CUSIP identification number and the Department shall cause such CUSIP identification number to be printed on the Series 2019 Bonds, but neither the failure to print such number on any Series 2019 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2019 Bonds in accordance with the terms of this Purchase Agreement. The Series 2019 Bonds shall be prepared and delivered at least one business day prior to the date of the Closing to the offices of, or otherwise at the direction of, DTC in the form of one certificate for each maturity, fully registered in the name of Cede & Co., as nominee of DTC.

9. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the Department contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the Department of its respective obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2019 Bonds shall be conditioned upon the performance by the Department of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of the Department contained or incorporated herein shall be true, complete and correct in all material respects at the date hereof and on and as of the date of the Closing as if made on the date of Closing;

(b) at the time of the Closing, (i) the Resolutions and the Indenture shall be in full force and effect and shall not have been amended, modified or supplemented after the date thereof except as shall have been agreed to in writing by the Representative; and (ii) the Department shall have performed its obligations required under or specified in this Purchase Agreement, the Resolutions and the Indenture to be performed at or prior to the Closing;

(c) at the time of the Closing, all official actions of the Department relating to this Purchase Agreement, the Indenture, the Series 2019 Bonds, the Continuing Disclosure Certificate and the Official Statement shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect from the date hereof except as may have been agreed to in writing by the Representative;

(d) At the time of the Closing, the Official Statement (as amended and supplemented) will 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;

(e) at or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative and to Underwriters' counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation:

(i) the Official Statement and each supplement or amendment thereto, if any, executed on behalf of the Department by the Department's Executive Director, Deputy Executive Director or the Chief Financial Officer;

(ii) copies of the Resolutions certified by the Secretary of the Board as having been duly adopted by the Board and as being in full force and effect in the form existing on the date hereof and have not been amended except as shall have been agreed to by the Representative;

(iii) certified copies of the City Council approval of the Authorizing Resolutions;

(iv) an executed copy of the Indenture;

(v) a specimen copy of each maturity and interest rate of the Series 2019 Bonds;

(vi) the approving legal opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Department ("Bond Counsel"), dated the date of Closing and addressed to the Department in substantially the form set forth in Appendix E to the Official Statement, together with a letter of such counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that the foregoing legal opinion addressed to the Department may be relied upon by the Underwriters to the same extent as if such legal opinion were addressed to them;

(vii) a supplemental opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriters, to the effect that:

(A) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by have been duly authorized, executed and delivered by the Department and, assuming the due authorization, execution and delivery by the other parties thereto, as applicable, constitute binding and enforceable obligations of the Department in accordance with their

terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to creditors' rights generally;

(B) the Series 2019 Bonds are exempt from registration under Section (3)(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(C) The information in the Official Statement under the headings "DESCRIPTION OF THE SERIES 2019 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," "TAX MATTERS," "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" and "APPENDIX E – FORM OF OPINION OF BOND COUNSEL" excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the Indenture and Bond Counsel's Opinion concerning certain federal tax matters and State tax matters relating to the Series 2019 Bonds, are accurate in all material respects.

(viii) a defeasance opinion of Bond Counsel with respect to the Refunded Bonds, dated the Closing Date and addressed to the trustee for the Refunded Bonds and the Department, to the effect that such Refunded Bonds have been discharged in accordance with the related indenture;

(ix) an opinion, dated the date of Closing and addressed to the Underwriters, of the Los Angeles City Attorney, as general counsel to the Department, to the effect that:

(A) the Department is a proprietary department of the City of Los Angeles duly organized and validly existing under the Charter and the laws of the State of California, and has full legal right, power and authority to execute and deliver, and to perform its obligations under, this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate;

(B) the Resolutions were duly adopted at meetings of the Board which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

(C) the Department has full legal right, power and authority (1) to enter into this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate, (2) to adopt the Resolutions, (3) to issue, sell and deliver the Series 2019 Bonds to the Underwriters as provided herein, (4) to authorize the distribution of the Preliminary Official Statement and the execution and distribution the Official Statement, and (5) to carry out and consummate all other commercial transactions contemplated by this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate;

(D) by official action of the Department prior to or concurrently with the acceptance hereof, the Department (1) has duly authorized and approved the execution and delivery and adoption of, and the performance by the Department of its obligations contained in, this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate, (2) has duly authorized the execution of the Official Statement and has duly ratified and authorized the distribution by the Underwriters of the Preliminary Official Statement and the Official Statement to potential purchasers of the Series 2019 Bonds, and (3) has duly authorized and approved the consummation by the Department of all transactions contemplated by this Purchase Agreement, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate;

(E) this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds, the Continuing Disclosure Certificate and the Official Statement have been duly authorized, executed and delivered by the Department, and the Purchase Agreement constitutes, and, upon due execution and delivery, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate will constitute, the legal, valid and binding obligations of the Department, enforceable against the Department in accordance with their respective terms.

(F) to the best of the City Attorney's knowledge after reasonable inquiry, the Department has complied with, and is not in material breach of or material default under the Charter, this Purchase Agreement, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate or any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, note, bond, resolution, indenture, agreement or other instrument known to the City Attorney after reasonable inquiry to which the Department is, or will on or after the date of Closing be, a party or to which the Department or any of its property or assets otherwise is or will be subject, and, to the best of the City Attorney's knowledge after reasonable inquiry, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material breach of or material default or event of default under any such instrument; and the execution, delivery and adoption by the Department of this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate, and the issuance, sale and delivery of the Series 2019 Bonds, and compliance by the Department with the respective provisions contained in this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds and the Continuing Disclosure Certificate, does not and will not conflict with or constitute a material breach of or material default or event of default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, note, bond, resolution, indenture, agreement or other instrument known to the City Attorney after reasonable inquiry to which the Department is a party or to which the Department or any of its property or assets otherwise is or will be subject; nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or security interest or encumbrance of any nature

whatsoever upon any of the revenues, property or assets of the Department or under the terms of any such law, regulation or instrument, except as expressly provided by the Series 2019 Bonds and the Resolutions and the Indenture;

(G) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending (with service of process against the Department having been accomplished with respect to litigation, or with respect to any inquiry or investigation, notice having been provided to the Department in writing) or, to the best knowledge of the City Attorney after reasonable inquiry, threatened against the Department affecting the existence of the Department or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2019 Bonds or the collection of Revenues or assets of the Department pledged or to be pledged to pay the principal of and interest on the Series 2019 Bonds or the pledge of and lien on the Revenues, funds or accounts pursuant to the Indenture, or contesting or affecting the validity or enforceability of the Charter as to the Department, this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate, or contesting the tax-exempt status of interest on the Series 2019 Bonds or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Department or any authority for the issuance of the Series 2019 Bonds, the adoption of the Resolutions, or the execution and delivery by the Department of this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate or the consummation of the transactions contemplated thereby nor, to the best knowledge of the City Attorney, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Charter as to the Department or the authorization, execution, delivery or performance by the Department of this Purchase Agreement, the Resolutions, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate; and

(H) based upon the City Attorney's participation in the preparation of the Official Statement as counsel to the Department and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, as of the date hereof, nothing has come to our attention which causes us to believe that (A) the Official Statement, as of its date, contained any untrue statement of a material fact or omitted 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 statements contained in the Official Statement and the Appendices thereto relating to the book-entry-only system, The Depository Trust Company, Cede & Co., any CUSIP numbers, the discussions contained therein relating to permits, licenses and approvals required for the construction and operation of the facilities or projects of the Department and the status thereof, all engineering, financial, technical, economic, demographic or tabular and statistical data, forecasts,

numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and information about environmental matters and summaries thereof, or the information contained in Appendices A, B and F, as to all of which the City Attorney need express no view or opinion) or (B) the Official Statement as of the date hereof contains any untrue statement of material fact 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 as aforesaid);

(x) a letter from Kutak Rock LLP, as disclosure counsel to the Department (“Disclosure Counsel”), addressed to the Department and the Underwriters, dated the Closing Date, to the effect that based upon the participation of the attorneys involved in the preparation of the Official Statement and without having undertaken to determine independently the accuracy and completeness of the statements contained in the Official Statement, no information came to the attention of such counsel in connection with the issuance and delivery of the Series 2019 Bonds which causes them believe that the Official Statement, as of its date and as of the date of Closing, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Disclosure Counsel will not express any belief or opinion as to any CUSIP numbers, financial, technical, statistical, economic, engineering, demographic or tabular data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, expressions of opinion, discussions contained therein relating to permits, licenses and approvals required for the construction and operation of the facilities or the projects of the Department and the status thereof, information about environmental matters and summaries thereof and references thereto included in the Official Statement or as to the information contained in the Official Statement under the captions “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE HARBOR DEPARTMENT FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017,” “APPENDIX B—CERTAIN INFORMATION REGARDING THE CITY OF LOS ANGELES” or “APPENDIX F—BOOK ENTRY ONLY SYSTEM” or any information in the Official Statement about the book-entry system, Cede & Co., or The Depository Trust Company.

(xi) an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Underwriters’ Counsel, dated the Closing Date, addressed to the Underwriters, in form and substance satisfactory to the Underwriters;

(xii) a certificate of an Authorized Officer of the Department, dated the date of the Closing and signed by such Authorized Officer to the effect that:

(A) the representations and warranties of the Department contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Official Statement;

(B) except as may be stated to the contrary in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best of his/her knowledge, threatened against the Department, affecting the existence of the Department or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2019 Bonds or the collection of Revenues pledged to pay the principal of and interest on the Series 2019 Bonds, or the pledge of and lien on the Revenues and funds and accounts pursuant to the Indenture, or in any way contesting or affecting the validity or enforceability of the Charter as to the Department, the Series 2019 Bonds, the Resolutions, the Indenture, the Continuing Disclosure Certificate or this Purchase Agreement, or contesting in any way the tax exempt status of the Series 2019 Bonds or the completeness or accuracy of the Preliminary Official Statement or the Official Statement as the same may be supplemented or amended; or contesting the powers of the Department or any authority for the issuance of the Series 2019 Bonds, the adoption of the Resolutions or the authorization, execution and delivery of this Purchase Agreement, the Indenture, the Series 2019 Bonds or the Continuing Disclosure Certificate except as set forth in the Official Statement, nor, to the best of his or her knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Charter as to the Department, or the authorization, execution, delivery or performance by the Department of the Series 2019 Bonds, the Resolutions, the Indenture, the Continuing Disclosure Certificate or this Purchase Agreement; and

(C) the Official Statement, as the same may be supplemented or amended (except for any information relating to DTC and its book-entry system, CUSIP numbers and any information under the caption “UNDERWRITING,” as to which no view need be expressed), as of the Closing Date does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading;

(xiii) a certificate of the Trustee, dated the Closing Date, to the effect that:

(A) the Trustee is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Indenture and to authenticate the Series 2019 Bonds;

(B) the Trustee is duly authorized to enter into the Indenture, and, when the Indenture is duly authorized, executed and delivered by the Department, to authenticate and deliver the Series 2019 Bonds to the Underwriters pursuant to the terms of the Indenture;

(C) the execution and delivery by the Trustee of the Indenture, and compliance with the terms thereof, will not conflict with, or result in a violation or

breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee with respect to any federal or state securities or blue sky laws or regulations);

(D) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of the knowledge of the Trustee, threatened against or affecting the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Series 2019 Bonds or the Indenture, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under any of the foregoing, or wherein an unfavorable decision, ruling or finding would adversely affect the Trustee or the transactions contemplated in connection with the issuance and sale of the Series 2019 Bonds, or which, in any way, would adversely affect the validity of the Series 2019 Bonds or the Indenture or any agreement or instrument to which the Trustee is a party and which is used or contemplated for use in the Indenture, or the consummation of the transactions contemplated in connection with the issuance and sale of the Series 2019 Bonds;

(E) subject to the provisions of the Indenture, the Trustee will apply the proceeds from the Series 2019 Bonds to the purposes specified in the Indenture; and

(F) proceeds of the Series 2019 Bonds, together with other available moneys deposited to the respective redemption accounts for the Refunded Bonds, is sufficient to pay the principal and premium of and interest on the Refunded Bonds on the redemption date of the Refunded Bonds.

(xiv) An opinion of counsel to the Trustee, dated the date of Closing, addressed to the Department and the Underwriters to the effect that:

(A) the Trustee is a national banking association organized and existing under the laws of the United States of America, having full power and being qualified to enter, accept and administer the trust created under the Indenture and to authenticate and deliver the Series 2019 Bonds;

(B) the Series 2019 Bonds have been duly authenticated by the Trustee in accordance with the Indenture, and the Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Department, constitutes the legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and

(C) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Indenture or the authentication of the Series 2019 Bonds by the Trustee;

(xv) an executed copy of the Continuing Disclosure Certificate, in substantially the form attached to the Official Statement as Appendix D;

(xvi) evidence satisfactory to the Representative (1) that the Series 2019 Bonds have been rated at least “___” by S&P Global Ratings (“S&P”), at least “___” by Moody’s Investors Service (“Moody’s”) and at least “___” by Fitch Ratings and (2) that such ratings remain in effect and have not been suspended, withdrawn or downgraded as of the date of the Closing;

(xvii) a Tax Certificate of the Department relating to the Series 2019 Bond;

(xviii) the Letter of Representations or evidence of other appropriate arrangements with DTC;

(xix) a verification report of Causey Demgen & Moore P.C. stating that it has verified the mathematical accuracy of the computations contained in the provided schedules to determine that the amounts to be held in the respective redemption accounts will be sufficient to pay the redemption price of and interest on the Refunded Bonds on the redemption date for the Refunded Bonds; and

(xx) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Department’s representations and warranties contained herein and of the statements and information contained in the Official Statement, as the same may be supplemented or amended, and the due performance and satisfaction by the Department at or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Department and to evidence the exclusion from gross income for federal income tax purposes of the interest of the Series 2019 Bonds.

10. Termination. The Underwriters may terminate this Purchase Agreement, without liability therefor, by notification to the Department if at any time subsequent to the date of this Purchase Agreement and at or prior to the Closing:

(a) there shall occur any change or any development involving a prospective change, in or affecting the business, properties or financial condition of the Department which, in the reasonable opinion of the Representative, materially impairs the investment quality, the marketability or the market price of the Series 2019 Bonds;

(b) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any

committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by any member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service, or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on securities of the general character of the Series 2019 Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on securities of the general character of the Series 2019 Bonds in the hands of the owners thereof, which in the reasonable opinion of the Representative would materially adversely affect the market price of the Series 2019 Bonds or the ability to enforce contracts for the sale of the Series 2019 Bonds;

(c) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities or any escalation in existing hostilities, or any other national or international calamity or crisis or an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes, the effect of which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Series 2019 Bonds or to enforce contracts for the sale of the Series 2019 Bonds;

(d) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California or a material disruption in commercial banking or securities settlement or clearance services affecting the Series 2019 Bonds shall have occurred;

(e) there shall be in force a general suspension of trading or other material restrictions not in force or not now being enforced, or a material increase of those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters as of the date hereof on the New York Stock Exchange or other national securities exchange;

(f) any rating of bonds, notes or other obligations of the Department (including, without limitation, the Series 2019 Bonds) shall have been downgraded, suspended or withdrawn, or the possibility of such a downgrading, suspension or withdrawal shall have been publicly announced, or shall have been placed on "credit watch" or assigned a negative outlook or similar action and such action by Moody's, S&P or Fitch, except in cases where such action or possibility of action has been caused by a change in the credit of a credit provider or liquidity provider, in any case which, in the reasonable opinion of the Representative, will materially adversely affect the marketability or the market price of the Series 2019 Bonds;

(g) an event, fact or condition described in subparagraph 7(n) hereof shall have occurred or become known which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Series 2019 Bonds or to enforce contracts for the sale of the Series 2019 Bonds and requires the preparation and publication of a supplement or amendment to the form of the Official Statement;

(h) any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, board, department or agency of the State of California or the United States, or a decision by any court of competent jurisdiction within the State of California or any court of the United States shall be rendered, affecting the Department, which, in the reasonable opinion of the Representative, will materially adversely affect the marketability or the market price of the Series 2019 Bonds or the ability to enforce contracts for the sale of the Series 2019 Bonds; or

(i) legislation shall be enacted, or a decision of a court of the United States shall be rendered or any action shall be taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Series 2019 Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended or that would make the reoffering and sale of the Series 2019 Bonds illegal.

11. Expenses. The Underwriters shall be under no obligation to pay and the Department shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder including but not limited to (i) the cost of preparation, printing and delivery of the Indenture; (ii) the costs of preparation, printing and delivery of the Preliminary Official Statement and of preparation, printing and delivery of the Official Statement and any supplements and amendments to either of such Official Statement; (iii) the cost of preparation and printing of the Series 2019 Bonds; (iv) the fees and disbursements of Bond Counsel, Disclosure Counsel and the Los Angeles City Attorney, as general counsel to the Department; (v) the fees and disbursements of KNN Public Finance for its services as financial advisor to the Department; (vi) the fees and disbursements of the Trustee and any other engineers, accountants, and other experts, consultants or advisers retained by the Department; (vii) the fees, if any, for bond ratings; (viii) the fees and disbursements of independent certified public accountants and any other independent auditor of the Department; and (x) the cost of delivering the purchase price for the Series 2019 Bonds in Federal Funds.

(a) The Department acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2019 Bonds.

(b) The Underwriters shall pay only (i) the cost of the printing of the Agreement Among Underwriters and the Blue Sky Survey; (ii) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Series 2019 Bonds; (iii) the fees and disbursements of Stradling Yocca Carlson & Rauth, a Professional Corporation, as counsel to the Underwriters; and (iv) all other expenses incurred by the Underwriters in connection with the public offering of the Series 2019 Bonds, including without limitation the fees and disbursements of any other counsel retained by them, travel expenses, CDIAC fees, MSRB fees and costs of assigning CUSIP numbers. The Department shall pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the Department in connection with the marketing, issuance and delivery of the Series 2019 Bonds,

including, but not limited to, meals, transportation, lodging, and entertainment of the Department's employees and representatives.

(c) Notwithstanding the foregoing, if the Underwriters or the Department shall bring an action to enforce any part of this Purchase Agreement against the other, the unsuccessful party in such action shall owe to the successful party in such action, in addition to all other amounts or obligations which shall be held to be due and owing, the successful party's reasonable attorney's fees and costs, and other fees, costs and expenses, incurred in connection with such action.

12. Representations of Underwriters. The Underwriters represent and warrant to and agree with the Department that they are authorized to take any action under this Purchase Agreement required to be taken by them and that this Purchase Agreement is a binding contract of the Underwriters enforceable in accordance with its terms.

Each of the Underwriters agrees to be subject to all of the Standard Provisions for City Contracts attached hereto as Appendix B and the Standard Provisions for Harbor Department Contracts attached hereto as Appendix C which are hereby incorporated by reference as though fully set forth herein. Anything herein to the contrary notwithstanding, to the extent of any conflict between Appendices B and C on one hand and the other provisions of this Purchase Agreement on the other, the other provisions of this Purchase Agreement shall be controlling.

Each of the Underwriters understands that the Department is relying upon the certifications and representations set forth in this Paragraph 12 and Appendices B and C incorporated by reference into this Purchase Agreement thereby as a condition to appointment of Jefferies LLC, Siebert Cisnero Shank & Co. L.L.C. and UBS Financial Services Inc., as the Underwriters for the Series 2019 Bonds. Any subcontract entered into by an Underwriter for work to be performed under this Purchase Agreement must include an identical provision.

The following forms required for contracting with the City previously submitted to the Department by each Underwriter in connection with this Purchase Agreement are hereby affirmed by such Underwriter and are hereby incorporated by reference with the same effect as if each and every form was set forth herein in its entirety: (i) the form(s) submitted in connection with the City of Los Angeles Responsible Banking Ordinance; (ii) Small/Very Small Business Enterprise Affidavit and Consultant Description Forms; and (iii) Ethics Commission Form 56.

13. Notices. Any notice or other communication to be given to the Department under this Purchase Agreement (other than the acceptance hereof as specified in Paragraph 1 hereof) may be given by delivering the same in writing to Harbor Department of The City of Los Angeles, The Port of Los Angeles, 425 South Palos Verdes Street, San Pedro, California 90731; Attention: Deputy Executive Director/Chief Financial Officer, and any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to the Representative (in care of) Jefferies LLC, 520 Madison Avenue, Floor 7, New York, NY 10022.

14. Relationship of Parties. The Department acknowledges and agrees that: (i) the transactions contemplated by this Purchase Agreement are arm's length, commercial transactions between the Department and the Underwriters in which each of the Underwriters are acting

solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Department; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Department with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters or their affiliates have provided other services or are currently providing other services to the Department on other matters); (iii) the only obligations the Underwriters have to the Department with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (iv) the Department has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate. The primary role of the Underwriters, as underwriters, is to purchase the Series 2019 Bonds, for resale to investors, in an arm's-length commercial transaction between the Department and the Underwriters, as underwriters, have financial and other interests that differ from those of the Department.

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

16. Parties in Interest. This Purchase Agreement when accepted by the Department in writing as heretofore specified shall constitute the entire agreement between the Department and the Underwriters and is made solely for the benefit of the Department and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Department's representations, warranties and agreements contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Series 2019 Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

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

18. Effectiveness. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Department and shall be valid and enforceable at the time of such acceptance.

[Remainder of page intentionally left blank; signature page follows]

19. Counterparts. This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

Jefferies LLC
Siebert Cisnero Shank & Co. L.L.C.
UBS Financial Services Inc.

By: JEFFERIES LLC
Representative of the Underwriters,
including themselves

By: _____
Managing Director

ACCEPTED at _____ a.m./p.m. Pacific Time this _____, 2019

THE CITY OF LOS ANGELES, BY ITS
BOARD OF HARBOR COMMISSIONERS

By: _____
Deputy Executive Director and
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY

_____, 2019
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Heather M. McCloskey, Deputy

[Signature page to Bond Purchase Agreement]

APPENDIX A

**SCHEDULE OF MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS/PRICES AND REDEMPTION PROVISIONS**

\$ _____
HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES A
(AMT)

Maturity Schedule

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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\$ _____
HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES B
(NON-AMT)

Maturity Schedule

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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^c Priced to August 1, 20__ call date at par.

** 10% Test Maturities.

*** Hold-the-Price Maturities

\$ _____

Appendix A-1

**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-1
(AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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\$ _____
**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-2
(NON-AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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^c Priced to August 1, 20__ call date at par.

** 10% Test Maturities.

*** Hold-the-Price Maturities

Redemption Provisions

[TO COME]

APPENDIX B

STANDARD PROVISIONS FOR CITY CONTRACTS

Each Underwriter, on its own behalf and not on behalf of any other Underwriter, agrees to comply with the following requirements of the City of Los Angeles (the “City”):

Section 1. Independent Contractor. Each Underwriter is an independent contractor and not an agent or employee of the City. Each Underwriter shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees or agents to be an agent or employee of the City.

Section 2. Retention of Records, Audits and Reports. The Underwriters shall maintain all records, including records of financial transactions, pertaining to the performance of this Purchase Agreement, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City or (2) the expiration or termination of this Purchase Agreement. The records will be subject to examination and audit by authorized City personnel or the City’s representatives at any time. The Underwriters shall provide any reports requested by the City regarding performance of this Purchase Agreement. Any subcontract entered into by any Underwriter for work to be performed under this Purchase Agreement must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Underwriters may, upon the City’s written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Purchase Agreement.

Section 3. Taxpayer Identification Number (“TIN”) and Withholding Taxes. Each Underwriter declares that it has an authorized TIN which will be provided to the City on Form W-9 or such equivalent form prior to payment under this Purchase Agreement. Payments made under this Purchase Agreement shall be subject to any federal or state taxes as may be required to be withheld pursuant to any applicable law or regulation, unless otherwise exempted by such applicable law, regulations, or other evidence of exemption.

Section 4. Indemnification. The Underwriters shall defend, indemnify and hold harmless the City and the City’s boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys’ fees and costs of litigation, to the extent such suits and causes of action, claims, losses, demands and expenses arise out of or are based upon information provided by the Underwriters to the City for use in the Official Statement under the heading “UNDERWRITING.”

Section 5. Warranty and Responsibility of the Underwriters. The Underwriters warrant that the work performed under this Purchase Agreement shall be completed in a manner consistent with professional standards practiced among those firms within the Underwriters’ profession, doing the same or similar work under the same or similar circumstances.

Section 6. Mandatory Provisions Pertaining to Non-Discrimination in Employment. Unless otherwise exempt, this Purchase Agreement is subject to the applicable non-discrimination, equal employment practices, and affirmative action program provisions in the Los Angeles Administrative Code (“LACC”) Section 10.8 et seq., as amended from time to time.

- A. Each Underwriter shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Purchase Agreement, each Underwriter shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person’s race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Purchase Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Purchase Agreement.
- C. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Purchase Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Purchase Agreement.

Any subcontract entered into by any Underwriter for work to be performed under this Purchase Agreement must include an identical provision.

Section 7. Child Support Assignment Orders. Each Underwriter shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, each Underwriter (and any subcontractor providing services to the City under this Purchase Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for each Underwriter’s or the subcontractor’s employees; (2) certify that the principal owner(s) of each Underwriter and applicable subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Purchase Agreement.

Failure of any Underwriter or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of any Underwriter or applicable subcontractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by such Underwriter under this Purchase Agreement. Failure of any Underwriter or applicable subcontractor or principal owner to cure the default within 90 days of the notice of default will subject this Purchase Agreement to termination for breach. Any subcontract entered into by any Underwriter for work to be performed under this Purchase Agreement must include an identical provision.

Section 8. Access and Accommodations. Each Underwriter represents and certifies that:

- A. Each Underwriter shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. Each Underwriter shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. Each Underwriter shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Purchase Agreement are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Each Underwriter understands that the City is relying upon these certifications and representations as a condition to funding this Purchase Agreement. Any subcontract entered into by each Underwriter for work to be performed under this Purchase Agreement must include an identical provision.

Section 9. Restrictions on Campaign Contributions and Fundraising in City Elections. The Contractor, other underwriting firm members of the underwriting syndicate, their principals, and any subcontractors expected to receive at least \$100,000 to perform under this Purchase Agreement, and the principals of those subcontractors (the "Restricted Persons") shall comply with City of Los Angeles Charter Section 609(e) and Los Angeles Municipal Code ("LAMC") Section 49.7.36. Failure to comply entitles the City to terminate this Purchase Agreement and to pursue all available legal remedies. Charter Section 609(e) and LAMC 49.7.36 limit the ability of Restricted Persons to make contributions to and engage in fundraising for elected City official or candidates for elected City office and to make gifts to certain City officials both prior to selection and for twelve months after this Purchase Agreement is signed. Additionally, any Underwriter subject to 609(e) is required to comply with disclosure and certification requirements including submission of a completed and signed Ethics Commission Form 56 and to amend the information in that form as specified by law. Any Underwriter subject to Charter Section 609(e) shall include the following notice in any contract with any subcontractor expected to receive at least \$100,000 for performance under this Purchase Agreement and in any contract with a member of the underwriting syndicate in this bond sale:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising
Restrictions

As provided in Charter Section 609(e) and related ordinances, you are a subcontractor or underwriting firm in connection with this Bond Purchase Agreement, dated _____, 2019 (the “Purchase Agreement”), by and between Jefferies LLC, as representative of the Underwriters, and the Department. Pursuant to City Charter Section 609(e) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for elected City officials and candidates for elected City office until 12 months after this Purchase Agreement is signed. Additionally, gifts are limited to elected officials and certain City officials. You are required to provide names and contact information of your principals and contact information to the underwriting firm and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of the contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.”

APPENDIX C

ADDITIONAL STANDARD PROVISIONS FOR HARBOR DEPARTMENT CONTRACTS

Each Underwriter, on its own behalf and not on behalf of any other Underwriter, agrees to comply with the following additional requirements of the Harbor Department of the City of Los Angeles (the “Department”):

Section 1. Iran Contracting Act of 2010. In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles (the “City”) for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit.” Each of the Underwriters shall complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit” prior to the date of the execution of this Bond Purchase Agreement.

Section 2. Small/Very Small Business Enterprise Program and Local Business Preference Program. It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Each of the Underwriters shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Bond Purchase Agreement.

It is also the policy of the Department to support an increase in local and regional jobs. The Department’s Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Each of the Underwriters shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves. See Exhibit ___ attached to this Bond Purchase Agreement.

NOTE: Prior to being awarded a contract with the City, Underwriters and all subconsultants must be registered with the City’s Contract Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABVN), at <http://www.labavn.org>.

Section 3. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR),

Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. The Underwriters shall comply with the policy whenever applicable. Violation of this provision, where applicable, shall entitle the Department to terminate this Bond Purchase Agreement and otherwise pursue legal remedies that may be available.

Section 4. Construction of Provisions and Title and Joint & Several Underwriter. All titles or subtitles appearing in this Bond Purchase Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions thereof. The language of this Bond Purchase Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Underwriters. The singular shall include the plural. Use of the masculine, feminine or neuter genders shall be deemed to include the genders not used. The Underwriters' obligations and liabilities under this Bond Purchase Agreement shall be joint and several.

Section 5. Prohibition Against Assignment or Delegation. The Underwriters may not, unless they have first obtained written permission of the Department:

1. Assign or otherwise alienate any of its rights under this Bond Purchase Agreement, including the right to payment; or
2. Delegate, subcontract or otherwise transfer any of its obligations or duties under this Bond Purchase Agreement.

Section 6. Conflict of Interest. It is hereby understood and agreed that the parties to this Bond Purchase Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and Conflict of Interest Code of the City and the Department. All parties to this Bond Purchase Agreement agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Bond Purchase Agreement. Notwithstanding any other provision of this Bond Purchase Agreement, it is further understood and agreed that if such a financial interest does exist at the inception of this Bond Purchase Agreement, the Department may immediately terminate this Bond Purchase Agreement by giving written notice thereof.

Section 7. Compliance With Laws; Governing Law. The Underwriters shall abide by and obey all applicable federal, State of California and City laws including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of California, and the Underwriters shall stipulate that all actions or proceedings related to this Bond Purchase Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

Section 8. State Tidelands Grants. This Bond Purchase Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Bond Purchase Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled “An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City,” approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. The Underwriters agree that any interpretation of this Bond Purchase Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

Section 9. Insurance. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by this Bond Purchase Agreement, each Underwriter shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Bond Purchase Agreement professional liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Bond Purchase Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. Each Underwriter certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000) (the “Coverage Amount”) which covers the services performed pursuant to this Bond Purchase Agreement, and that it will keep such insurance or its equivalent in effect at all times during performance of this Bond Purchase Agreement and until two (2) years following acceptance of the completed services.

For each insurance policy described above, each Underwriter shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney’s Office, 425 S. Palos Verdes Street, San Pedro, California 90731. Each Underwriter’s insurance broker or agent shall submit for approval on each Underwriter’s behalf said insurance to the City’s online insurance compliance system KwikComply at <http://kwikcomply.org>.

EXHIBIT C-1

APPENDIX D

**FORM OF ISSUE PRICE CERTIFICATE
(REPRESENTATIVE)**

**HARBOR DEPARTMENT OF THE
CITY OF LOS ANGELES**

\$ _____ Refunding Revenue Bonds 2019 Series A (AMT)	\$ _____ Refunding Revenue Bonds 2019 Series B (NON-AMT)	\$ _____ Refunding Revenue Bonds 2019 Series C-1 (AMT) (GREEN BONDS)	\$ _____ Refunding Revenue Bonds 2019 Series C-2 (NON-AMT) (GREEN BONDS)
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The undersigned, Jefferies LLC (the “Representative”), on its own behalf and on behalf of Siebert Cisneros Shank & Co. L.L.C. and UBS Financial Services Inc. (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the “Series 2019 Bonds”).

1. ***Sale of the 10% Test Maturities.*** As of the date of this certificate, for each Maturity of the Series 2019 Bonds listed as a “10% Test Maturity” in Schedule A attached hereto, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto.

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

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

(b) With respect to the Hold-the-Price Maturities, as agreed to in writing by the Representative in the Bond Purchase Agreement, dated ____ __, 2019, between the Representative and the Department, the Representative has not offered or sold any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Series 2019 Bonds during the Holding Period.

3. ***Pricing Wire or Equivalent Communication.*** A copy of the pricing wire or equivalent communication for the Series 2019 Bonds is attached to this certificate as Schedule B.

4. ***Defined Terms.***

(a) *10% Test Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the “10% Test Maturities.”

(b) *Department* means the Harbor Department of the City of Los Angeles.

(c) *Hold-the-Price Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the “Hold-the-Price Maturities.”

(d) *Holding Period* means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-Price Maturity was sold to the Public at prices that are no higher than, or yields that are no lower than, the Initial Offering Price for such Hold-the-Price Maturity.

(e) *Maturity* means Series 2019 Bonds with the same credit and payment terms. Series 2019 Bonds with different maturity dates, or Series 2019 Bonds with the same maturity date but different stated interest rates and different CUSIP numbers, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(g) *Related Party*. A purchaser of any Series 2019 Bonds is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2019 Bonds. The Sale Date of the Series 2019 Bonds is _____, 2019.

(i) *Tax Certificate* means the Tax Certificate, dated _____, 2019, executed and delivered by the Department in connection with the issuance of the Series 2019 Bonds.

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Department (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including

specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Department with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2019 Bonds, and by Hawkins Delafield & Wood LLP, as Bond Counsel to the Department, in connection with rendering its opinion that the interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Forms 8038 and 8038-G, and other federal income tax advice that it may give to the Department from time to time relating to the Series 2019 Bonds.

JEFFERIES LLC, as Representative of the
Underwriting Group

By _____
Authorized Representative

Dated: _____, 2019

SCHEDULE A

**SALE PRICES OF THE 10% TEST MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-PRICE MATURITIES**

**\$ _____
HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES A
(AMT)**

Maturity Schedule

<u>Maturity Date</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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**\$ _____
HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES B
(NON-AMT)**

Maturity Schedule

<u>Maturity Date</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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^c Priced to August 1, 20__ call date at par.
^{**} 10% Test Maturities.
^{***} Hold-the-Price Maturities

\$ _____

**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-1
(AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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\$ _____
**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-2
(NON-AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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^c Priced to August 1, 20__ call date at par.

** 10% Test Maturities.

*** Hold-the-Price Maturities

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX E
FORM OF ISSUE PRICE CERTIFICATE
(Group Member)

HARBOR DEPARTMENT OF THE
CITY OF LOS ANGELES

\$ _____ Refunding Revenue Bonds 2019 Series A (AMT)	\$ _____ Refunding Revenue Bonds 2019 Series B (NON-AMT)	\$ _____ Refunding Revenue Bonds 2019 Series C-1 (AMT) (GREEN BONDS)	\$ _____ Refunding Revenue Bonds 2019 Series C-2 (NON-AMT) (GREEN BONDS)
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The undersigned, [Siebert Cisnero Shank & Co. L.L.C./UBS Financial Services Inc.] (the “Group Member”), has acted as an underwriter pursuant to the Bond Purchase Agreement, dated _____, 2019 (the “Bond Purchase Agreement”), between Jefferies LLC (the “Representative”), on behalf of itself, the Group Member and [Siebert Cisnero Shank & Co. L.L.C./UBS Financial Services Inc.], and the Harbor Department of the City of Los Angeles (the “Department”), in connection with the sale and issuance of the above-captioned obligations (collectively, the “Series 2019 Bonds”).

1. The Series 2019 Bonds are being issued on the date hereof, and the Group Member understands that the Representative has made certain representations to the Department with respect to the offering and sale of the Series 2019 Bonds. With respect to the Group Member’s offering and sale of the Series 2019 Bonds, the Group Member hereby certifies and represents that, with respect to the “Hold-the-Price Maturities” (as listed in Schedule A attached hereto), as agreed to in writing in the Bond Purchase Agreement by the Representative on behalf of the Group Member, neither the Group Member [nor any broker-dealer who is participating in the initial sale of the Series 2019 Bonds as a party to a retail distribution agreement or other written contract with the Group Member (if any)] has offered or sold any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Series 2019 Bonds during the Holding Period.

2. ***Defined Terms.***

(a) *Initial Offering Price* means the prices or yields set forth on the inside cover page of the Department’s Official Statement in respect of the Series 2019 Bonds dated _____, 2019.

(b) *Hold-the-Price Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the “Hold-the-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-

Price Maturity was sold to the Public at prices that are no higher than, or yields that are no lower than, the Initial Offering Price for such Hold-the-Price Maturity.

(d) *Maturity* means Series 2019 Bonds with the same credit and payment terms. Series 2019 Bonds with different maturity dates, or Series 2019 Bonds with the same maturity date but different stated interest rates and different CUSIP numbers, are treated as separate maturities.

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

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2019 Bonds. The Sale Date of the Series 2019 Bonds is _____, 2019.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Department (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Group Member’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Department with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2019 Bonds, and by Hawkins Delafield & Wood LLP, as Bond Counsel to the Department, in connection with rendering its opinion that the interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Forms 8038 and 8038-G, and other federal income tax advice that it may give to the Department from time to time relating to the Series 2019 Bonds.

[GROUP MEMBER]

By _____
Authorized Representative

Dated: _____, 2019

SCHEDULE A

**SALE PRICES OF THE 10% TEST MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-PRICE MATURITIES**

\$ _____
**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES A
(AMT)**

Maturity Schedule

<u>Maturity Date</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
------------------------------------	-----------------------------------	--------------------------------	--------------	--------------

\$ _____
**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES B
(NON-AMT)**

Maturity Schedule

<u>Maturity Date</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
------------------------------------	-----------------------------------	--------------------------------	--------------	--------------

^c Priced to August 1, 20__ call date at par.
^{**} 10% Test Maturities.
^{***} Hold-the-Price Maturities

\$ _____

**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-1
(AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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\$ _____
**HARBOR DEPARTMENT OF THE CITY OF LOS ANGELES
REFUNDING REVENUE BONDS
2019 SERIES C-2
(NON-AMT) (GREEN BONDS)**

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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^c Priced to August 1, 20__ call date at par.

** 10% Test Maturities.

*** Hold-the-Price Maturities

SCHEDULE A

**SALE PRICES OF THE 10% TEST MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)