

§[]

**CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS, SERIES 2019A
(NON-AMT)**

BOND PURCHASE AGREEMENT

[], 2019

Board of Harbor Commissioners
Harbor Department of the City of Long Beach
Long Beach, California

Ladies and Gentlemen:

The undersigned Goldman Sachs & Co. LLC (the “Representative”), on behalf of itself, Citigroup Global Markets Inc., Siebert Cisneros Shank & Co. L.L.C. and Wells Fargo Bank, National Association (the “Underwriters”), offers to enter into this Bond Purchase Agreement (this “Bond Purchase Agreement”) with the City of Long Beach, California, acting by and through its Board of Harbor Commissioners (the “Issuer”) which, upon the Issuer’s written acceptance hereof, will be binding upon the Issuer and upon the Underwriters. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Master Resolution and the Twenty-Second Supplemental Resolution (as such terms are hereinafter defined) or in the Official Statement (as hereinafter defined). This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Issuer and the delivery of such acceptance to the Representative at or prior to 11:59 p.m. California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

The Representative hereby represents that it has been authorized by the other Underwriters to execute this Bond Purchase Agreement on behalf of the Underwriters.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriters, jointly and severally, hereby agree to purchase from the Issuer for reoffering to the public, and the Issuer hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$[] aggregate principal amount of the City of Long Beach, California Harbor Revenue Bonds, Series 2019A (the “Bonds”). The purchase price of the Bonds shall be \$[] (representing the principal amount of the Bonds, plus an original [issue premium/discount] of \$[] and less an underwriters’ discount of \$[]) (the “Series 2019 Purchase Price”).

2. The Bonds are special, limited obligations of the City of Long Beach, California (the “City”) and are secured by a pledge of and lien upon and shall be a charge upon and shall be payable, as to the principal thereof and interest thereon, solely from and secured by a lien upon Revenues and other funds, assets and security described in the Master Resolution and under the Twenty-Second Supplemental Resolution. The Bonds shall be authorized and secured by the terms of Resolution No. HD-1475, adopted by the Board of Harbor Commissioners (the “Board”) on November 8, 1989, as supplemented and amended by supplemental resolutions (the “Master Resolution”), including by a

Twenty-Second Supplemental Resolution, to be adopted by the Board on [], 2019 (the “Twenty-Second Supplemental Resolution” and, together with the Master Resolution, the “Resolutions”).

The Issuer will also enter into (a) a fiscal agent agreement to be dated as of the Closing Date (as defined in Section 6 below) (the “Fiscal Agent Agreement”) with U.S. Bank National Association (“U.S. Bank”), in its capacity as fiscal agent (the “Fiscal Agent”), and (b) a continuing disclosure certificate, dated the Closing Date (the “Continuing Disclosure Certificate”).

The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated [], 2019, (which, including the cover page, inside cover pages and all appendices thereto, all documents and information incorporated therein by reference and all amendments and supplements thereto prior to the execution hereof is referred to herein as the “Preliminary Official Statement”) in connection with the public offering of the Bonds by the Underwriters. The Issuer hereby represents to the Underwriters, as of the date hereof, that the Preliminary Official Statement previously furnished to the Underwriters was and is hereby “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “1934 Act”), except for the omission of offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, and any other terms of the Bonds as permitted and specified in Rule 15c2-12(b)(1) promulgated under the 1934 Act.

The Bonds shall be substantially in the form described in, and shall be issued and secured under and pursuant to, and shall be payable and subject to redemption as provided in, the Resolutions. The Issuer hereby approves the use by the Underwriters of the Official Statement, dated the date hereof, relating to the Bonds (which, including the cover page, inside cover pages and all appendices thereto, all documents and information incorporated therein by reference and all amendments and supplements thereto is referred to herein as the “Official Statement”) in its printed physical form or in electronic form in all respects materially consistent with such physical form.

The Issuer hereby agrees to deliver or to cause to be delivered to the Underwriters, at such addresses as the Underwriters shall specify, the Official Statement in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board (the “MSRB”)), to such addresses as the Underwriters shall specify, to enable the Underwriters to comply with the obligations of the Underwriters pursuant to Rule 15c2-12(b)(4) promulgated under the 1934 Act, MSRB Rule G-32 and all other applicable rules of the MSRB. The Issuer agrees to deliver or cause to be delivered such Official Statements within seven business days after the execution hereof, but in any event at least two business days prior to the Closing Date and in sufficient time to accompany any confirmation that requests payment and to enable the Underwriters to comply with the rules of the MSRB. The Issuer also agrees that if the Official Statement is amended or supplemented after the date hereof, the Issuer will deliver or cause to be delivered to the Underwriters as many copies of such amendment or supplement as the Underwriters shall request to comply with the rules of the MSRB. The Representative agrees to file the Official Statement (including the Official Statement as it may be amended or supplemented and provided to the Representative) with the MSRB through its Electronic Municipal Market Access system within one business day after receipt from the Issuer, but in no event later than the Closing Date. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the Issuer and the Representative. If the Official Statement is prepared for distribution in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

The Bonds are being issued for the purposes of (a) paying and/or reimbursing the Harbor Department of the City of Long Beach (the “Harbor Department”) for the costs of the design and construction of the new headquarters building for the Harbor Department and (b) paying the costs of issuing the Bonds.

The Bonds shall be dated as of their initial date of delivery and shall bear interest at the rates and mature in the principal amounts and in the years and shall be subject to redemption, all as set forth in Schedule I hereto.

3. Each Underwriter agrees to make a bona fide public offering of all of the Bonds, at prices not in excess of the respective initial public offering prices or at yields not lower than the yields set forth in Schedule I hereto. Each Underwriter also reserves the right to (i) overallocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time.

4.

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

(b) [Except for the Hold-the-Price Maturities described in subsection (c) below and Schedule I attached hereto,] the Issuer will treat the first price at which 10% of each maturity of Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Schedule I attached hereto sets forth the maturities of the Bonds for which the 10% test has been satisfied as of the date of this Bond 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 Bonds that are not 10% Test Maturities, as described in Schedule I attached hereto (the “Hold-the-Price Maturities”), the Representative confirms that the Underwriters have offered such maturities of the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto. The Issuer 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 Issuer 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 Hold-the-Price Maturities, the Underwriters will neither offer nor sell such maturity of the Hold-the-Price Maturities 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 Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

The Representative shall advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(1) 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 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:

(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 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 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,

(ii) to promptly notify the Representative of any sales of 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 Bonds to the public (each such term being used as defined below),

(iii) 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.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the 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 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 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 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 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 Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 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 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 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 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 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to adhere to the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 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 the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

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

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

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 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 Bonds to the public),

(3) a purchaser of any of the 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

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

5. The Issuer hereby authorizes the use by the Underwriters of the Resolutions, the Fiscal Agent Agreement 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 Bonds.

6. At 8:00 A.M., California time, on [], 2019 or at such other time or on such other business day as shall have been mutually agreed upon by the Issuer and the Representative (the “Closing Date”), the Issuer will deliver, or cause to be delivered, the Bonds to the Representative’s account against payment of the Series 2019 Purchase Price through the facilities of The Depository Trust Company (“DTC”) in New York, New York. Physical delivery of the Bonds shall be made to the Fiscal Agent, as agent for DTC under the Fast Automated Securities Transfer System. The Bonds will be in fully registered book-entry form, duly executed and registered in the name of Cede & Co. as nominee of DTC, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the Series 2019 Purchase Price by wire transfer in immediately available funds at the administrative offices of the Harbor Department at 4801 Airport Plaza Drive, Long Beach, California 90815 or such other place as shall have been mutually agreed upon by the Issuer and the Representative. Such delivery of and payment for the Bonds as described in this paragraph is referred to herein as the “Closing.”

7. The Issuer represents, as of the date hereof, warrants and covenants to the Underwriters that:

(a) The City is a municipal corporation and chartered city duly organized and existing under its Charter and the Constitution and the laws of the State of California (the “State”). The Issuer is authorized by the provisions of Section 1211(b) of the Charter of the City, Title 3, Chapter 3.52, Division I of the Municipal Code of the City and in accordance with certain provisions of the Revenue Bond Law of 1941, Section 54300, et seq. of the Government Code of the State, is authorized, among other things, (i) to issue revenue bonds, such as the Bonds, for the purposes described in the Resolutions, and (ii) to secure the Bonds in the manner contemplated by the Resolutions;

(b) The Board had and will have the full right, power and authority to adopt the Resolutions and Resolution No. [] adopted by the Board on [], 2019 (“Resolution No. []”);

(c) The Issuer has the full right, power and authority (i) to enter into the Fiscal Agent Agreement, this Bond Purchase Agreement and the Continuing Disclosure Certificate, (ii) to acknowledge and deliver (including, without limitation, through electronic means) the Preliminary Official Statement; (iii) to determine that the Preliminary Official Statement was substantially final within the meaning of Rule 15c2-12 promulgated under the 1934 Act; (iv) to prepare, execute and deliver (including, without limitation, through electronic means) the Official Statement; (v) to issue,

sell and deliver the Bonds to the Underwriters as provided herein, and (vi) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the Issuer has complied with all provisions of applicable law in all matters relating to such transactions;

(d) The Issuer has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance, as applicable, of this Bond Purchase Agreement, the Resolutions, the Official Statement, the Fiscal Agent Agreement and the Continuing Disclosure Certificate, and (ii) the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by such instruments;

(e) Upon issuance, the Bonds will be valid and binding special limited obligations of the City enforceable in accordance with their terms, and shall be secured by a pledge of and lien upon and shall be a charge upon and shall be payable, as to the principal thereof, interest thereon, solely from and secured by a lien upon Revenues and other funds, assets and security described in the Resolutions;

(f) This Bond Purchase Agreement is, and upon their execution and delivery the Fiscal Agent Agreement and the Continuing Disclosure Certificate will be, valid and binding obligations of the Issuer enforceable in accordance with their respective terms;

(g) Except for the Twenty-Second Supplemental Resolution, to be adopted by the Board on [], 2019 and to be in full force and effect as of Closing, all approvals and consents of the Issuer which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Resolutions, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and the Bonds have been obtained and are in full force and effect, in each case except such authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds (as to which no representation is made). Except for the Twenty-Second Supplemental Resolution, to be adopted by the Board on [], 2019, and to be in full force and effect as of Closing, no other material authorization, consent or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution, delivery or performance by the Issuer of this Bond Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate or the Resolutions other than any authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds (as to which no representation is made). Except for the Twenty-Second Supplemental Resolution, to be adopted by the Board on [], 2019 and to be in full force and effect as of Closing, all authorizations, consents or approvals of, or filings or registrations with any Governmental Authority or court necessary for the valid issuance of, and performance by the Issuer of its obligations under the Bonds will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriters), except such authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds (as to which no representation is made). As used herein, the term “Governmental Authority” refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation;

(h) The adoption of the Twenty-Second Supplemental Resolution and execution and delivery of this Bond Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and the Bonds, and compliance with the provisions thereof, will not conflict

with or constitute a material breach of or default under (i) any material statute, indenture, mortgage, note or other agreement or instrument to which the Issuer is a party or by which it is bound, (ii) any provision of the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the Issuer (or the members of the Board or any of its officers in their respective capacities as such) is subject;

(i) Except as specifically disclosed in the Preliminary Official Statement and as will be specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the City or the Board or, to the best knowledge of the Issuer, threatened, which in any way (i) questions the powers of the Issuer referred to in paragraphs (b) and (c) above, or the validity of any proceeding taken by the Issuer in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or of any other document or instrument required or contemplated by this financing; (ii) could adversely affect the validity or enforceability of the Bonds, the Resolutions, Resolution No. [], the Fiscal Agent Agreement, the Continuing Disclosure Certificate or this Bond Purchase Agreement; (iii) questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or state tax laws or regulations; or (iv) could materially adversely affect the properties, operations or financial condition of the Harbor Department or the ability of the Issuer to pay principal of and interest on the Bonds when due or to otherwise perform any of its obligations under the Resolutions, the Fiscal Agent Agreement and the Continuing Disclosure Certificate;

(j) The Bonds will be issued in accordance with the Resolutions and will conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement;

(k) Any certificate signed by any official or other representative of the Issuer, the Board or the Harbor Department and delivered to the Representative pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the Issuer, the Board or the Harbor Department, as applicable (and not by such official or other representative in his or her individual capacity) to the Underwriters as to the truth of the statements therein made;

(l) The Issuer has never been in default at any time, as to principal of or interest on any obligation which it has issued, except as otherwise specifically disclosed in the Preliminary Official Statement and the Official Statement; and, other than the Resolutions, neither the Issuer nor the Board has entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Revenues pledged to the payment of the Bonds except as specifically disclosed in the Preliminary Official Statement and the Official Statement;

(m) Other than in the ordinary course of its business or as described in the Preliminary Official Statement and the Official Statement, between the date of this Bond Purchase Agreement and the Closing Date, the Issuer will not offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Revenues;

(n) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonably

request in order (i) to qualify the 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 the Representative may designate and (ii) to determine the eligibility of the 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 initial distribution of the Bonds; provided, however, that the Issuer shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction or pay the cost or expense of any qualifications or determination;

(o) The information contained in the (i) Preliminary Official Statement (excluding therefrom the sentence specifically indicated as being provided by the Underwriters on page (ii), the information under the caption “UNDERWRITING” and relating to and provided by DTC, and permitted omissions as specified in Rule 15c2-12(b)(1) promulgated under the 1934 Act) is as of its date and the date hereof (including as supplemented and amended as of the date of its final supplement or amendment provided to the Underwriters on or before the date hereof) and (ii) the Official Statement (excluding therefrom the yield and price information on the inside cover pages, the sentence specifically indicated as being provided by the Underwriters on page (ii) and the information under the caption “UNDERWRITING” (collectively, the “Underwriter Information”), the information relating to or provided by DTC and CUSIP numbers), will be as of its date and as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement (excluding therefrom the sentence specifically indicated as being provided by the Underwriters on page (ii), the information under the caption “UNDERWRITING” and relating to and provided by DTC, and permitted omissions as specified in Rule 15c2-12(b)(1) promulgated under the 1934 Act) as of its date did not and as of the date hereof does not (including as supplemented and amended as of the date of its final supplement or amendment provided to the Underwriters on or before the date hereof) and the Official Statement (excluding therefrom the Underwriter Information, the information relating to and provided by DTC and CUSIP numbers), as of its date did not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(p) If the Official Statement is supplemented or amended pursuant to paragraph (q) of this Section 7, at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended (excluding therefrom the Underwriter Information, the information relating to and provided by DTC and CUSIP numbers) will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(q) Between the date of this Bond Purchase Agreement and the date which is 25 days following the End of the Underwriting Period, as defined in Rule 15c2-12 promulgated under the 1934 Act (the “End of the Underwriting Period”), (i) if any event, fact or condition shall occur or become known which might or would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Representative (and provide to the Representative such information concerning such event, fact or condition), and if in the opinion of the Representative or the Issuer such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Representative (which approval shall not be unreasonably withheld) 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 in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the Issuer will furnish to the Representative a sufficient number of copies of such supplement to or amendment of the Official Statement and (ii) the Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written notice to and approval of the Representative (which approval shall not be unreasonably withheld), and the Issuer and the Underwriters agree that they will cooperate in the preparation of any such supplement or amendment, and that the “End of the Underwriting Period” shall be the time of the Closing unless the Representative gives notice to the Issuer that an Underwriter retains an unsold balance of Bonds, in which case the “End of the Underwriting Period” shall be the first date as of which no Underwriter retains an unsold balance of the Bonds;

(r) The financial statements of, and other financial information regarding, the Harbor Department contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the operations of the Harbor Department as of the dates and for the periods therein set forth, and, to the best of the Issuer’s knowledge, (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 Harbor Department’s audited financial statements included in the Preliminary Official Statement and the Official Statement;

(s) The Issuer shall not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolutions or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes; and

(t) Except as otherwise described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed in the five year period prior to the date hereof to comply in all material respects with any continuing disclosure undertakings with regard to Rule 15c2-12(b)(5) promulgated under the 1934 Act to provide annual reports or notices of certain enumerated events specified in such rule.

8. The Representative, on behalf of the Underwriters, has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Issuer contained herein, the covenants of the Issuer contained in the Resolutions and the Continuing Disclosure Certificate, and the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the Closing Date. The Underwriters’ obligations under this Bond Purchase Agreement are and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer contained in Section 7 hereof shall be true, complete and correct on the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Representative at the Closing pursuant hereto shall be true, complete and correct at the Closing; the Issuer shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement (unless such agreements are waived by the Representative); and there shall not have occurred an adverse change in the financial position, results of operations or financial condition of the Harbor Department which materially adversely affects the ability of the Issuer to pay principal of and interest on the Bonds when due or to otherwise perform any of its

obligations under the Resolutions, the Fiscal Agent Agreement and the Continuing Disclosure Certificate.

(b) At the time of the Closing, the Official Statement, the Resolutions, Resolution No. [], the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented (except as may be agreed to in writing by the Representative and the Issuer); all actions which, in the opinion of Kutak Rock LLP, Bond Counsel to the Issuer (“Bond Counsel”), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and the Issuer shall perform or have performed its obligations required under or specified in this Bond Purchase Agreement, the Official Statement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and the Resolutions to be performed at or prior to the Closing;

(c) At the time of the Closing, the information in the Official Statement (excluding therefrom the Underwriter Information, the information relating to and provided by DTC and CUSIP numbers) (as amended and supplemented) shall be true and correct in all material respects, and the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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

(e) The Underwriters, after consultation with the Issuer, may terminate this Bond Purchase Agreement by notification by the Representative to the Issuer if, at any time after the date hereof and prior to the Closing, in the Representative’s reasonable opinion:

(i) the marketability of the Bonds or the market prices of the Bonds set forth in the Official Statement, in the reasonable opinion of the Representative (after consultation with the Issuer), has been materially adversely affected by (A) an amendment to the Constitution of the United States of America or the State of California, (B) any legislation enacted or approved, except as disclosed in the Preliminary Official Statement (as of the date hereof) or the Official Statement, by (1) the Congress of the United States, (2) either House of the Congress, (3) the Committee on Finance in the United States Senate, (4) the Committee on Ways and Means of the United States House of Representatives, (5) a Conference Committee of the Congress or (6) the State of California, which would have a material adverse effect on the exclusion of interest on the Bonds from gross income for federal or state income tax purposes or (C) any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States or the Internal Revenue Service, that the income received by any holder of obligations of the same type and character as the Bonds shall be declared under any federal income tax law not to be excludable from gross income (in each case either at the time of the declaration or at any future date);

(ii) an outbreak or escalation of hostilities involving the United States of America or a national or international calamity or crisis, or the declaration by the United States of America of a national emergency or war, the effect of any of which would materially adversely affect, in the reasonable opinion of the Representative (after consultation with the Issuer), the marketability of the Bonds or the market prices of the Bonds set forth in the Official Statement;

(iii) any downgrading or withdrawal of any long-term underlying rating on the Harbor Revenue Bonds of the Issuer, by Fitch, Inc. (“Fitch”) or Moody’s Investors Service Inc. (“Moody’s”), the effect of which would materially adversely affect, in the reasonable opinion of the Representative (after consultation with the Issuer), the marketability of the Bonds or the market prices of the Bonds set forth in the Official Statement provided that neither a change in the outlook nor placement on a “watch” list with respect to a rating shall constitute a downgrade for purposes of this clause (iii);

(iv) the declaration of a general banking moratorium by any authority of the United States, the State of New York or the State of California having jurisdiction or a material disruption in commercial banking or securities settlement or clearance services;

(v) a general suspension of trading (other than pursuant to New York Stock Exchange Rule 80B) shall have occurred, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by the New York Stock Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(vi) an event described in subsection (q) of Section 7 shall have occurred which in the reasonable opinion of the Representative (after consultation with the Issuer) requires the preparation and publication of a supplement or amendment to the Official Statement and (A) the Issuer refuses to allow the Official Statement to be supplemented or (B) the effect of the Official Statement as so supplemented, in the reasonable opinion of the Representative, is to materially adversely affect the marketability of the Bonds or the market prices of the Bonds set forth in the Official Statement;

(vii) a stop order, ruling or regulation by the Securities and Exchange Commission shall hereafter be issued or made, the reasonable effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein or in the Official Statement is in violation of any provisions of the Securities Act of 1933, as amended and as then in effect, the 1934 Act, as then in effect, the Trust Indenture Act of 1939, as amended, and as then in effect, or any rule or regulation promulgated under any such Acts;

(viii) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall have imposed additional

material restrictions not in force as of the date hereof upon trading in securities generally; and

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

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

(ii) A supplemental opinion of Bond Counsel, in form and substance satisfactory to the Representative, addressed to the Issuer and the Underwriters, dated the Closing Date, to the effect that:

a. the Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Resolutions and the Fiscal Agent Agreement are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

b. this Bond Purchase Agreement, the Fiscal Agent Agreement and the Continuing Disclosure Certificate have each been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto in the case of this Bond Purchase Agreement and the Fiscal Agent Agreement, this Bond Purchase Agreement, the Fiscal Agent Agreement and the Continuing Disclosure Certificate each constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, moratorium, insolvency, reorganization or other laws affecting the enforcement of creditors' rights or remedies heretofore or hereafter enacted and are subject to general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law;

c. the statements in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2019 SENIOR BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 SENIOR BONDS," "TAX MATTERS," "APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR RESOLUTION," and "APPENDIX E – AMENDMENTS TO MASTER SENIOR RESOLUTION", insofar as such statements purport to summarize certain provisions of the Resolutions, the Fiscal Agent Agreement or the Bonds, and the approving opinion of Bond Counsel, are accurate in all material respects; and

(iii) An opinion of the City Attorney in form and substance as attached hereto as Exhibit A;

(iv) Letters from Stradling Yocca Carlson & Rauth LLP, a Professional Corporation, Disclosure Counsel to the Issuer, dated the Closing Date, addressed to the Issuer and the Underwriters, substantially in the forms attached hereto as Exhibit B;

(v) An opinion of Nixon Peabody LLP, counsel to the Underwriters, dated the Closing Date, addressed to the Underwriters, to the effect that:

a. the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolutions and the Fiscal Agent Agreement are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

b. based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriters and their participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of its date or as of the date of the Closing, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system and the appendices, in each case as to which no view need be expressed);

(vi) A certificate, dated the Closing Date, of the Issuer executed by the Executive Director or the Managing Director, Finance and Administration of the Harbor Department, to the effect that (A) the representations and warranties of the Issuer contained in this Bond Purchase Agreement are true and correct in all material respects as of the date of this Bond Purchase Agreement and as of the Closing, and the Issuer has complied with all agreements and covenants and satisfied all conditions contemplated by the Resolutions, the Official Statement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Bond Purchase Agreement and (B) the Official Statement (excluding therefrom the Underwriter Information, the information relating to or provided by DTC and CUSIP numbers), does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) A certificate, dated the Closing Date, of the City, signed by a duly authorized officer of the City, to the effect that:

a. the City has full power and authority to perform its duties in accordance with the Trustee Services Agreement, dated as of the Closing Date (the "Trustee Services Agreement"), by and between the City and U.S. Bank, in its capacity as trustee (the "Trustee");

b. the City has duly taken all necessary action to approve the execution of the Trustee Services Agreement and has duly authorized, executed and delivered the Trustee Services Agreement and the performance by the City of the duties thereunder and, assuming due, valid and binding authorization, execution and delivery by the Trustee, the Trustee Services Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms;

(viii) Certified copies of the resolutions of the City and the Board relating to the Bonds and executed counterparts of this Bond Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate, the Trustee Services Agreement, the Official Statement and each of the other legal documents executed and delivered in connection with the issuance of the Bonds;

(ix) A Tax Compliance Certificate of the Issuer, in form satisfactory to Bond Counsel, signed by an appropriate officer of the Issuer;

(x) Evidence that the ratings on the Bonds of “[Aa2]” by Moody’s and “[AA]” by Fitch, respectively, are in full force and effect on the Closing Date;

(xi) A certificate, dated the Closing Date, of U.S. Bank, signed by a duly authorized officer of the U.S. Bank, to the effect that:

a. U.S. Bank is a national banking association duly organized and validly existing under the laws of the United States of America and has full corporate power to undertake the duties of the Fiscal Agent and Trustee under the Master Resolution, the Twenty-Second Supplemental Resolution, the Fiscal Agent Agreement and the Trustee Services Agreement, as applicable;

b. U.S. Bank has duly taken all necessary corporate action to approve the execution of the Fiscal Agent Agreement and the Trustee Services Agreement, respectively, and has duly authorized, executed and delivered the Fiscal Agent Agreement and the Trustee Services Agreement and the performance by U.S. Bank of the duties thereunder and under the Master Resolution and the Twenty-Second Supplemental Resolution;

c. the Bonds have been duly authenticated and executed by the Fiscal Agent; and

d. to the best of such officer’s knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on U.S. Bank (either in state or federal courts), or to the best of such officer’s knowledge, threatened against or affecting U.S. Bank which would restrain or enjoin the execution or delivery of the Fiscal Agent Agreement or the Trustee Services Agreement or which would affect the validity or enforceability of the Fiscal Agent Agreement or the Trustee Services Agreement, or U.S. Bank’s participation in, or in any way contesting the powers or the authority of U.S. Bank with respect to, the transactions contemplated by the Master Resolution, the Twenty-Second Supplemental Resolution, the Fiscal Agent Agreement, the Trustee Services Agreement or any other agreement, document or certificate related to such transactions;

(xii) An opinion of Dorsey & Whitney LLP, counsel to U.S. Bank, in form and substance satisfactory to the Representative, dated the Closing Date, addressed to the Issuer, the City and the Underwriters, to the effect that:

a. U.S. Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America;

b. U.S. Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and the Trustee Services Agreement and to perform its obligations thereunder and under the Master Resolution and the Twenty-Second Supplemental Resolution, and has authorized the execution and delivery of the Fiscal Agent Agreement and the Trustee Services Agreement and the performance of its obligations under the Fiscal Agent Agreement, the Trustee Services Agreement, the Master Resolution and the Twenty-Second Supplemental Resolution;

c. U.S. Bank has duly authorized, executed and delivered the Fiscal Agent Agreement and the Trustee Services Agreement. Assuming the due authorization, execution and delivery thereof by the Issuer and the City thereto, as applicable, and adoption of the Master Resolution and the Twenty-Second Supplemental Resolution, the Fiscal Agent Agreement and the Trustee Services Agreement are the legal, valid and binding agreements of U.S. Bank, enforceable in accordance with their terms against U.S. Bank;

d. To our knowledge, the execution and delivery of the Fiscal Agent Agreement and the Trustee Services Agreement, and compliance with the provisions of the Fiscal Agent Agreement, the Trustee Services Agreement, the Master Resolution and the Twenty-Second Supplemental Resolution by U.S. Bank will not violate any provisions of any law or regulation governing U.S. Bank or any order of any governmental authority having jurisdiction over U.S. Bank.

e. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over U.S. Bank that has not been obtained by U.S. Bank is required for the authorization, execution, and delivery by U.S. Bank of the Fiscal Agent Agreement and the Trustee Services Agreement or the performance of the duties and obligations of U.S. Bank under the Fiscal Agent Agreement, the Trustee Services Agreement, the Master Resolution and the Twenty-Second Supplemental Resolution.

(xiii) A copy of the DTC Blanket Letter of Representations relating to the Bonds;

(xiv) A copy of the Report of Proposed Debt Issuance required to be delivered to the California Debt and Investment Advisory Commission (“CDIAC”); and

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

If the Issuer shall be unable to satisfy the conditions to the Underwriters’ obligations contained in this Bond Purchase Agreement or if the Underwriters’ obligations shall be terminated

for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Issuer nor the Underwriters shall have any further obligation hereunder, nor any liability to any other party with respect to such termination. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Bonds at the Closing, the amount equal to one percent of the principal amount of the Bonds set forth in Section 1 hereof shall be full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. The acceptance of such amounts shall constitute a full release and discharge of all claims and rights of the Issuer against the Underwriters for such failure or default.

9. The performance by the Issuer of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the Issuer and the Representative of opinions and certificates being delivered at the Closing by persons and entities other than the Issuer.

10. (a) Except as provided below, the Underwriters shall be under no obligation to pay, and the Issuer shall pay or cause to be paid all expenses incident to the issuance and sale of the Bonds as herein provided, including but not limited to: (i) the cost of preparation, including word processing, printing and reproduction of the Bonds, the Fiscal Agent Agreement and the Trustee Services Agreement; (ii) the costs of printing, distribution and delivery of the Preliminary Official Statement and the Official Statement and any amendment or supplement thereto, in reasonable quantities, (iii) the fees for ratings agencies; (iv) the fees and expenses of the municipal advisor to the Issuer; (v) the fees and expenses of Bond Counsel and Disclosure Counsel for the Issuer; (vi) the fees and disbursements of any Fiscal Agent, Trustee, engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any, and (vii) the costs and expenses related to transportation, lodging and meals of Issuer personnel and advisors.

(b) The Underwriters shall pay from the expense component of the underwriters' discount all other expenses incurred by them in connection with the public offering and distribution of the Bonds, except as provided by the Issuer by agreement, including (i) the fees and disbursements of Underwriters' Counsel; (ii) all advertising expenses in connection with the public offering of the Bonds; (iii) the cost of preparation, distribution and delivery of greater than 20 copies of the Official Statement; (iv) the costs of traveling and expenses of selling the Bonds; (v) the fees charged by CDIAC; (vi) any fees charged by the MSRB; and (vii) Blue Sky fees. Notwithstanding that the Underwriters are required to pay the fees charged by CDIAC in connection with the offering of the Bonds, the Issuer agrees to reimburse the Underwriters for such fees.

11. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to Port of Long Beach, Administration Building, 4801 Airport Plaza Drive, Long Beach, California 90815, Attention: Managing Director, Finance and Administration, or to such other person as he may designate in writing, and any notice or other communication to be given to the Representative under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to:

Chris Higgins
Goldman Sachs & Co. LLC
555 California Street, 45th Floor
San Francisco, CA 94104

The approval of the Representative when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by an authorized representative of the Representative and delivered to the Issuer.

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

13. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the Issuer and the Representative. If the Official Statement is prepared for distribution in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

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

15. This Bond Purchase Agreement when accepted by the Issuer in writing as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the Underwriters). No other person shall require or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.

16. [Is this the most current language GS wants to use?] The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, each Underwriter is and has been acting solely as a principal and is not acting as an agent or fiduciary of the Issuer, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and no Underwriter has any obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

17. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

18. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the

effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

19. For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

20. This Bond Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Bond Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto. This Bond Purchase Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

GOLDMAN SACHS & CO. LLC,
as Representative of the Underwriters

By: _____
Authorized Representative

ACCEPTED at _____ p.m. ET this ___ day of [], 2019:
CITY OF LONG BEACH,
acting by and through its Board of Harbor
Commissioners

By: _____
Managing Director, Finance and
Administration, Harbor Department of the
City of Long Beach

APPROVED AS TO FORM:
J. CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

[Signature page to Bond Purchase Agreement]

SCHEDULE I

\$[]
CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS
SERIES 2019A (Non-AMT)

<u>Maturity Date</u> (May 15)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%	%	

* Priced to the first optional call date of May 15, 20[].
 ** Term Bonds, subject to Mandatory Sinking Fund Redemption.
 *** 10% Test Maturities.
 **** Hold-the-Price Maturities.

Optional Redemption. The Bonds maturing on or before May 15, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after May 15, 20__ shall be subject to redemption prior to maturity, at the option of the Board, as a whole or in part on any date, on or after May 15, 20____, at a Redemption Price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on May 15, 20__ will be called prior to maturity and redeemed at a redemption price equal to the par amount thereof from Mandatory Sinking Account Payments which have been deposited in the Principal Account, in the amounts and upon the dates as follows:

<u>Payment Date</u> (May 15)	<u>Amount</u>
	\$

* Final Maturity

EXHIBIT A

[LETTERHEAD OF CITY ATTORNEY]

[CLOSING DATE]

City of Long Beach
Harbor Department
4801 Airport Plaza Drive
Long Beach, California 90815

Goldman Sachs & Co. LLC
555 California Street, 45th Floor
San Francisco, California 94104

Citigroup Global Markets Inc.
444 South Flower Street, 27th Floor
Los Angeles, California 90071

Siebert Cisneros Shank & Co. L.L.C.
523 West Sixth Street, Suite 703
Los Angeles, California 90014

Wells Fargo Bank, National Association
[]

U.S. Bank National Association
633 West Fifth Street
Los Angeles, California 90071

RE: City of Long Beach, California, Harbor Revenue Bonds, Series 2019A (Non-AMT)

Ladies and Gentlemen:

I am the City Attorney to the City of Long Beach, California (the “City”), a charter city organized and existing under the laws of the State of California (the “State”). I am rendering the opinions, views and conclusions set forth herein in connection with the issuance of the above-captioned bonds (the “Bonds”). The Bonds are authorized to be issued under the Charter of the City of Long Beach, California (the “City Charter”), Resolution No. HD-1475, adopted by the Board of Harbor Commissioners (the “Board”) on November 8, 1989, as amended and supplemented (the “Master Resolution”), Resolution No. HD-_____ adopted by the Board on [], 2019 (the “Twenty-Second Supplemental Resolution”), and Resolution No. [] of the City Council of the City, adopted on [], 2019 (the “City Council Resolution”). Collectively herein, the Master Resolution and the Twenty-Second Supplemental Resolution shall be referred to as the “Board Resolution.” All capitalized terms used herein or as the context otherwise requires, shall have the meanings set forth in the Board Resolution.

In such connection, I have examined and reviewed the Board Resolution; Resolution No. [] adopted by the Board on [], 2019 (“Resolution No. []”); the City Council Resolution; the Fiscal Agent Agreement, dated [], 2019 (the “Fiscal Agent Agreement”), by and between the City, acting by and through the Board, and U.S. Bank National Association, as fiscal agent (the “Fiscal Agent”); the Bond Purchase Agreement, dated [], 2019 (the “Bond Purchase Agreement”) by Goldman Sachs & Co. LLC, on behalf of itself and Citigroup Global Markets Inc., Siebert Cisneros Shank & Co. L.L.C. and Wells Fargo Bank, National Association, and accepted by the City, acting by and through the Board; the Continuing Disclosure Certificate, dated [], 2019 (the “Continuing Disclosure Certificate”), by the City, acting by and through the Board; the Official Statement, dated [], 2019 with respect to the Bonds (the “Official Statement”); the Tax Compliance Certificate, dated [], 2019 (the “Tax Compliance Certificate”), by the City, acting by and through the Board; the Trustee Services Agreement, dated [], 2019 (the “Trustee Services Agreement”), by and between the City and U.S. Bank National Association, as trustee (the “Trustee”); and such other documents and matters as I have deemed necessary to render the opinions, views and conclusions set forth herein (collectively, the “Reviewed Materials”). The Fiscal Agent Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate and the Tax Compliance Certificate are collectively hereinafter referred to as the “Bond Documents.”

The opinions, views and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. The enforceability of the Board Resolution, Resolution No. [], the City Council Resolution, the Bond Documents and the Trustee Services Agreement, to the extent such opinions, views and conclusions are given herein, may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors’ rights and the application of equitable principles (regardless of whether the issue of enforceability is considered in a proceeding at law or in equity).

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, I am of the opinion that:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the City Charter and the Constitution and laws of the State of California;

(b) The Board Resolution and Resolution No. [] 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 and have not been amended from the dates of their respective adoption;

(c) The City Council Resolution was duly adopted at meeting of the City Council, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and has not been amended from the date of its respective adoption;

(d) Except as disclosed in the Official Statement, to my knowledge, after due investigation (which only involved conversations with the City Clerk and the Administrative Officer of the Board), there is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body pending, which has been served on the City, or threatened against or affecting the City or the Board to restrain or enjoin the City’s or the Board’s participation in, or in any way contesting the existence of the City or the powers of the City and the Board with respect to, the transactions contemplated by the Board

Resolution, Resolution No. [], the City Council Resolution, the Bond Documents, the Official Statement and the Trustee Services Agreement and the consummation of such transactions;

(e) Except as disclosed in the Official Statement, there does not exist any action, suit, proceeding or investigation pending, or to my knowledge after due investigation (which only involved conversations with the City Clerk and the Administrative Officer of the Board) threatened, which if adversely determined, could (i) materially adversely affect (A) the financial position of the Department; (B) the ability of the City, acting by and through the Board, to perform its obligations under the Board Resolution, Resolution No[] and the Bond Documents; (C) the security of the Bonds; or (D) the transactions contemplated by the Board Resolution, Resolution No. [], the Bond Documents and the Official Statement; or (ii) materially impair the ability of the City, acting by and through the Board, to maintain and operate the Port of Long Beach and all related facilities;

(f) To my knowledge, the adoption of the Board Resolution, the execution and delivery of the Bonds, the Bond Documents and the Official Statement and compliance with the terms thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the City or the Board a breach of or default under any agreement or other instrument to which the City and the Board are parties or by which they are bound or any court order or consent decree to which the City or the Board is subject;

(g) The Bonds have been duly issued, authorized, executed and delivered by the City and the Board;

(h) The Bond Documents and the Official Statement have been duly authorized, executed and delivered by the City, acting by and through the Board;

(i) The Trustee Services Agreement has been duly authorized, executed and delivered by the City; and

(j) To my knowledge, no authorization, approval, consent or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the City is required for the valid adoption of the Board Resolution or Resolution No. [], or the valid authorization, execution and delivery by the City and the Board of the Bonds, the Bond Documents or the Official Statement.

Based upon, in reliance upon and subject to, as applicable, (i) the information made available to me in the course of my participation in the preparation of the Official Statement, (ii) the Reviewed Materials and (iii) the assumptions, qualifications and limitations contained in this letter, I advise the City, the Department and the Underwriters, as a matter of fact and not opinion, that no information came to my attention that caused me to believe that the information contained under the caption "LITIGATION" in the Official Statement, as of its date contained, or as of the date of this letter contains, any untrue statement of a material fact or, as of its date omitted, or as of the date of this letter omits, to state any material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is limited to the specific views and conclusions expressed herein, and no further opinions, views and conclusions are intended to be, or should be, inferred therefrom. By acceptance of this letter the City, the Department and the Underwriters acknowledge that any view or conclusion stated in the preceding paragraph constitutes neither a legal opinion nor a guarantee regarding the Official Statement. Instead, any such views and conclusions constitute a statement of negative assurance regarding my view and conclusion as to any material misstatements or omissions in the Official Statement based on the limited activities discussed above performed by me. Further, in accepting this letter the City, the Department and the Underwriters recognize and acknowledge that (i) the scope of those activities performed by me were inherently limited and do not encompass all activities that the City, the Department or an Underwriter, as the case may be, may be responsible to undertake in preparing and/or reviewing the Official Statement, (ii) those activities performed by me relied substantially on representations, warranties, certifications and opinions made by the City, the Department, the Board and the Underwriters and are otherwise subject to the matters set forth in this letter and (iii) while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the City and the Department under those laws may differ from those of underwriters in material respects, and my views and conclusions may not serve the same purpose or provide the same utility as it would to underwriters. I advise the City, the Department and the Underwriters that, other than reviewing the various certificates and opinions regarding the Official Statement delivered in connection with the issuance of the Bonds, I have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof. My conclusion in the preceding paragraph is limited to matters of federal securities laws and I assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction.

I am a member of the Bar of the State of California. Accordingly, my opinions, views and conclusions are only rendered in respect of the laws of the State of California and to the extent that my opinions, views and conclusions extend to any document which purports to be governed by the laws of any jurisdiction other than the laws of the State of California, my opinion, views and conclusions assume that the laws of any such other jurisdiction are identical to the laws of the State of California. The opinions, views and conclusions given herein are given in an official capacity and not personally and no personal liability shall derive therefrom.

I have no attorney-client relationship with the Underwriters with respect to this matter. This letter is not intended to be, and may not be, relied upon by the owners of the Bonds. I am rendering this letter to you solely for your benefit upon the understanding that, as I have advised you and as you have agreed, I am not hereby assuming any professional responsibility to any other person whatsoever. This letter may not be used or relied upon by or published or communicated to any other party for any purpose whatsoever without my prior written approval in each instance; except that copies of this letter may be used, published or communicated to (collectively, "published") to (a) any accountant or lawyer for any person entitled to rely upon this letter or to whom it may be published or (b) pursuant to the order of any court or regulator of any person entitled to rely upon this letter or to whom it may be published.

Very truly yours,

J. CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

EXHIBIT B

[LETTERHEAD OF STRADLING YOCCA CARLSON & RAUTH LLP]

[TO COME]

EXHIBIT C

**ISSUE PRICE CERTIFICATE
(Representative)**

**§[]
CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS, SERIES 2019A (NON-AMT)**

The undersigned Goldman Sachs & Co. LLC (the “Representative”), on behalf of itself, Citigroup Global Markets Inc., Siebert Cisneros Shank & Co. L.L.C. and Wells Fargo Bank, National Association (collectively, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the 10% Test Maturities.*** As of the date of this certificate, for each Maturity of the 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 Issuer, 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 Bonds during the Holding Period.]

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

4. ***Defined Terms.***

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

(b) ***Hold-the-Price Maturities*** means those Maturities of the 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 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) *Issuer* means the City of Long Beach, California, acting by and through its Board of Harbor Commissioners.

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

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

(g) *Related Party*. A purchaser of any Bonds is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) 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), (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 Bonds. The Sale Date of the Bonds is _____, 2019.

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

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 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 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 Issuer 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 Bonds, and by Kutak Rock LLP, as Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Department from time to time relating to the Bonds.

GOLDMAN SACHS & CO. LLC, as Representative
of the Underwriting Group

By _____
Authorized Representative

Dated: _____, 2019

SCHEDULE A

SALE PRICES OF THE BONDS

\$[]
CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS, SERIES 2019A
(NON-AMT)

Maturity Date (May 15)	Principal Amount	Interest Rate	Yield	Price
---	-----------------------------------	--------------------------------	--------------	--------------

* Priced to the first optional call date of May 15, 20[].
** Term Bonds, subject to Mandatory Sinking Fund Redemption.
*** 10% Test Maturities.
**** Hold-the-Price Maturities.

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT D

**ISSUE PRICE CERTIFICATE
(Group Member)**

**§[]
CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS, SERIES 2019A (NON-AMT)**

1. The undersigned [Citigroup Global Markets Inc./Siebert Cisneros Shank & Co. L.L.C./Wells Fargo Bank, National Association] (the “Group Member”), has acted as an underwriter pursuant to the Bond Purchase Agreement, dated _____, 2019 (the “Bond Purchase Agreement”), between Goldman Sachs & Co. LLC (the “Representative”), on behalf of itself, the Group Member and [Citigroup Global Markets Inc./Siebert Cisneros Shank & Co. L.L.C./Wells Fargo Bank, National Association], and the City of Long Beach, California, acting by and through its Board of Harbor Commissioners (the “Issuer”), in connection with the sale and issuance of the above-captioned obligations (the “Bonds”).

2. The Bonds are being issued on the date hereof, and the Group Member understands that the Representative has made certain representations to the Issuer with respect to the offering and sale of the Bonds. With respect to the Group Member’s offering and sale of the 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 Bonds as a party to a third-party 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 Bonds during the Holding Period.

Defined Terms.

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

(b) *Hold-the-Price Maturities* means those Maturities of the 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 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 Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, 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 Bonds. The Sale Date of the Bonds is _____, 2019.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 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 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 Issuer 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 Bonds, and by Kutak Rock LLP, as Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the 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**

**\$()
CITY OF LONG BEACH, CALIFORNIA
HARBOR REVENUE BONDS, SERIES 2019A
(NON-AMT)**

Maturity Date (May 15)	Principal Amount	Interest Rate	Yield	Price
	\$	%	%	

* Priced to the first optional call date of May 15, 20[].

** Term Bonds, subject to Mandatory Sinking Fund Redemption.

*** 10% Test Maturities.

**** Hold-the-Price Maturities.