

## LETTER OF REPRESENTATION

### *Representations*

*Representations generally should be at least equivalent in scope to the Borrower's representations included in the Loan Agreement. In addition to the foregoing, the Letter of Representation should include the following:*

The Borrower is a ["private college"/"participating nonprofit entity"] as that term is defined in the California Educational Facilities Authority Act (the "Act"), and the Project (as defined in the Bond Indenture) is a "project" as that term is defined in the Act.

(a) If, between the date hereof and 25 days after the end of the underwriting period (as such term is defined in Rule 15c2-12), any event shall occur of which the Borrower has knowledge which is reasonably likely to or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Authority and the Underwriter and, if, in the opinion of the Authority or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Borrower will request the Authority to cause the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter, at the expense of the Borrower.

(b) For 25 days from the date of the end of the underwriting period (as such term is defined in Rule 15c2-12), (a) the Borrower will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, any of you shall reasonably object in writing or which shall be disapproved by your respective counsel and (b) if any event related to or affecting the Authority or the Borrower or its present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriter or the Authority, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Borrower shall forthwith prepare and furnish to the Underwriter and the Authority (at the expense of the Borrower) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to counsel for the Underwriter and counsel to the Authority) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the Borrower will furnish such information with respect to itself and its present and proposed facilities as any of you may from time to time reasonably request.

*Additionally, the Borrower should provide 10(b)(5) representation for the entire Preliminary Official Statement and Official Statement, excluding only those sections relating to the Authority[, the Liquidity/Credit Facility Provider, bond insurance], DTC and the book-entry system.*

## *Indemnification*

To the extent permitted by law, the Borrower agrees to indemnify and hold harmless the Authority, the Treasurer, the Underwriter, each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended (the “Securities Act”)) the Authority, the Treasurer and the Underwriter and the respective past, present or future directors, officers, officials, employees, and members of the Authority, the Treasurer and the Underwriter (collectively, the “Indemnified Persons,” and individually, an “Indemnified Person”) from and against any and all liabilities, obligations, suits, actions, judgments, losses, claims, damages, demands, fines, penalties, costs and expenses, including, without limitation, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such liabilities, obligations, suits, actions, judgments, losses, claims, damages, demands, fines, penalties, costs and expenses, arising out of or based upon (a) any allegation or determination that the Bonds are not exempt from registration under the Securities Act of 1933, as amended, or the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; and (b) any untrue or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in any supplement or amendment thereto) (except, solely with respect to indemnification of the Authority, for the information set forth under the captions “THE AUTHORITY,” and “ABSENCE OF MATERIAL LITIGATION – The Authority”), or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except, solely with respect to indemnification of the Authority, for the information set forth under the captions “THE AUTHORITY,” and “ABSENCE OF MATERIAL LITIGATION – The Authority”). The foregoing indemnity shall not inure to your benefit or to the benefit of any person controlling you if a copy of the Official Statement (as amended or supplemented if the Borrower shall have furnished any amendments to supplements thereto) was not sent or given by you or on your behalf to the person asserting the claim against you or the person controlling you (the “Claimant”), if required by law to so have been delivered, at or prior to the written confirmation of the sale of the securities to the Claimant, (and if the Official Statement as so amended or supplemented would have prevented such loss, claim, damage or liability), unless the failure to deliver the Official Statement (as amended or supplemented) was the result of noncompliance by the Borrower or the Authority with any provision of this Letter of Representations or the Bond Purchase Contract. Promptly after receipt by an Indemnified Person of notice of the assertion of any claim or the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the Borrower, notify the Borrower in writing of the assertion or commencement thereof. In case any such action shall be brought against any Indemnified Person, and such Indemnified Person shall notify the Borrower of the commencement thereof, the Borrower shall be entitled to participate in and, to the extent that either wishes, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person, and after notice from the Borrower to such Indemnified Person of its election so to assume the defense thereof, the Borrower shall not be liable to such Indemnified Person under this paragraph (\_\_\_) for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof; provided, however, that if the named parties to any such action (including any impleaded parties) include the Indemnified Person and the Borrower, and the Indemnified Persons reasonably conclude that there may be one or more legal defenses available to them which are different from or additional to those available to the

Borrower, the Indemnified Persons shall have the right to select separate counsel to assume such legal defense and to otherwise participate in the defense of such action on behalf of the Indemnified Persons.

### ***Contribution***

In order to provide for just and equitable contribution in circumstances in which the indemnification under paragraph (\_\_\_) is for any reason held to be unavailable from the Borrower, to the extent permitted by law, the Borrower and the Underwriter shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, to which the Borrower and the Underwriter may be subject), in such proportion that the Underwriter is jointly responsible for that portion represented by the percentage that the underwriting discount set forth in the Official Statement bears to the public offering price appearing thereon and the Borrower is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11 (of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each officer, agent and employee of the Underwriter and each person, if any, who controls the Underwriter within the meaning of the Securities Act shall have the same rights to contribution as that of the Underwriter. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify such party or parties from whom contribution may be sought, but the omission so to notify shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph. No party shall be liable for contribution with respect to any action or claim settled without its consent.

***Signature Block\*:***

Accepted and Agreed to:

CALIFORNIA EDUCATIONAL  
FACILITIES AUTHORITY

By: \_\_\_\_\_  
Executive Director

TREASURER OF THE STATE OF  
CALIFORNIA

By: \_\_\_\_\_  
Deputy Treasurer  
For California State Treasurer [Treasurer's Name]

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\* Add to bottom of signature page: [Name of Transaction], signature page for Letter of Representation