

§ _____
**CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)**

BOND PURCHASE AGREEMENT

_____, 2022

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attention: City Manager

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”) offers to enter into this Bond Purchase Agreement (this “**Purchase Contract**”) with the City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), which, upon your acceptance of this offer, will be binding upon the Issuer and the Underwriter. Capitalized terms used and not otherwise defined in this Purchase Contract have the meanings given to them in the Fiscal Agent Agreement described below.

This offer is made subject to the acceptance by the Issuer of this Purchase Contract on or before 11:59 p.m. on the date set forth above.

1. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned bonds (the “**Bonds**”) at a purchase price (the “**Purchase Price**”) of \$ _____ (equal to the initial principal amount of the Bonds (\$ _____), [plus/less] original issue [premium/discount] of \$ _____, less an Underwriter’s discount of \$ _____).

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated by this Purchase Contract except the obligations expressly set forth in this Purchase Contract, and (iv) the Issuer has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Bonds are being issued by the Issuer for and on behalf of the District under the authority of Section 3-70.1 of the Alameda Municipal Code (the “**Act**”), and Resolution No. _____ adopted on December 6, 2022 (the “**Bond Resolution**”) by the City Council of the Issuer (the “**City Council**”) acting as the legislative body of the District.

The special taxes that will provide a source of payment for the Bonds (the “**Special Taxes**”) are being levied pursuant to the following:

(i) Resolution No. 15891 of the City Council adopted on April 19, 2022 (the “**Resolution of Formation**”), and

(ii) Ordinance No. 3319, adopted by the City Council on May 3, 2022 (the “**Ordinance**”).

The Bonds will be issued under a Fiscal Agent Agreement (the “**Fiscal Agent Agreement**”), dated as of _____ 1, 2022, between the Issuer, for and on behalf of the District, and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

The proceeds of the sale of the Bonds will be applied by the Issuer in accordance with the Fiscal Agent Agreement to (i) finance costs of sea level rise resilience and adaptation improvements authorized to be funded by the District, (ii) fund a reserve fund for the Bonds, (iii) make a deposit to a Capitalized Interest Account for the Bonds, and (iv) pay costs of issuing the Bonds.

2. The Bonds will mature on the dates and in the principal amounts, and will bear interest at the rates, as set forth in Exhibit A hereto.

3. (a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (defined below) and in Exhibit A hereto; and, subject to Section 3(c) and 3(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing (defined below) an “issue price” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit M, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as such term is 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.

(c) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test

has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, 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 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will 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 Bonds to the public at a price that is no higher than the initial offering price to the public.

- (e) The Underwriter confirms that:
- (i) any selling group agreement and any third-party distribution 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 dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
 - (A) (1) 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 Underwriter 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 Underwriter, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter 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), and

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

(ii) any 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 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 Underwriter or the 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 Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) 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 (ii) in the event that a third-party distribution agreement 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 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 the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges 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:

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

(ii) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the 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);

(iii) 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 (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); and

(iv) “**sale date**” means the date of execution of this Purchase Contract by the Issue and the Underwriter.

4. The Issuer agrees to deliver to the Underwriter as many copies of the Official Statement, dated the date hereof, relating to the Bonds (as supplemented and amended from time to time, the “**Final Official Statement**”) as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “**Rule**”). The Issuer agrees to deliver such Final Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under the Rule and Rule G-32 of the Municipal Securities Rulemaking Board (“**MSRB**”). The Underwriter agrees to file the Final Official Statement with the MSRB on or as soon as practicable after the Closing Date. The Underwriter agrees to deliver a copy of the Final Official Statement to each of its customers purchasing Bonds no later than the settlement date of the transaction.

The Issuer has authorized and approved the Preliminary Official Statement relating to the Bonds, dated December __, 2022 (the “**Preliminary Official Statement**”), and the Final Official Statement and consents to their distribution and use by the Underwriter in connection with the offer and sale of the Bonds. The Issuer deems such Preliminary Official Statement final as of its date for purposes of the Rule, except for information allowed by the Rule to be omitted, and has executed a certificate to that effect in the form of Exhibit B.

In connection with issuance of the Bonds, and in order to assist the Underwriter in complying with the Rule, the Issuer will execute a Continuing Disclosure Agreement dated as of December 1, 2022 (the “**Issuer Continuing Disclosure Agreement**”). The form of the Issuer Continuing Disclosure Agreement is attached as Appendix E to the Final Official Statement

LS-Alameda Marina LLC (the “**Builder**”) will execute a separate Continuing Disclosure Agreement – Builder (the “**Builder Continuing Disclosure Agreement**”) dated as of December 1, 2022. The form of the Builder Continuing Disclosure Agreement is attached as Appendix F to the Final Official Statement.

5. The Issuer represents and warrants to the Underwriter that:

(a) The District is a community facilities district duly established and validly existing under the laws of the State, including the Act.

(b) The Issuer is duly organized and validly existing as a charter city under the laws of the State of California (the “**State**”) and has the full legal right, power and authority (i) upon satisfaction of the conditions in this Purchase Contract and the Fiscal Agent Agreement, to issue the Bonds for the District for the purposes specified in Section 1 hereof, and (ii) to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement.

(c) The City Council has the full legal right, power and authority to adopt the Bond Resolution, the Resolution of Formation and the Ordinance, and the Issuer has the full legal right, power and authority for and on behalf of the District (i) to enter into this Purchase Contract, the Fiscal Agent Agreement and the Issuer Continuing Disclosure Agreement, (ii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents (such documents are collectively referred to herein as the “**Issuer Documents**”), and the Issuer and the City Council have complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(d) The Issuer has duly authorized (i) the execution and delivery by the Issuer for and on behalf of the District of the Bonds and the execution, delivery and due performance by the Issuer of its obligations under the Issuer Documents, (ii) the distribution and use of the Preliminary Official Statement in connection with the marketing of the Bonds, and execution, delivery and distribution of the Final Official Statement, and (iii) 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 on its part contemplated by such instruments. To the best of its knowledge, all consents or approvals necessary to be obtained by the Issuer in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(e) The Bond Resolution, the Resolution of Formation and the Ordinance have been duly adopted by the City Council and are in full force and effect; and the Issuer Documents, when executed and delivered by the Issuer and the other party or parties thereto, will constitute legal, valid and binding obligations of the Issuer for and on behalf of the District enforceable against the Issuer in accordance with their terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors’ rights generally.

(f) When delivered to the Underwriter, the Bonds will have been duly authorized by the City Council and duly executed, issued and delivered by the Issuer and will constitute legal, valid and binding obligations of the Issuer for and on behalf of the District enforceable against the Issuer in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors’ rights generally, and will be entitled to the benefit and security of the Fiscal Agent Agreement.

(g) The information contained in the Preliminary Official Statement is, and as of the Closing Date the information in the Final Official Statement will be, true and correct in all material respects, and neither the Preliminary Official Statement nor the Final Official Statement will as of the Closing Date contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If, at any time prior to the earlier of receipt of notice from the Underwriter that the Final Official Statement is no longer required to be delivered under the Rule and the Closing

Date (as described in Section 7 below), any event known to the officers of the Issuer participating in the issuance of the Bonds occurs as a result of which the Final Official Statement, as then amended or supplemented, includes an untrue statement of a material fact or omits any material fact necessary to make the statements in the Final Official Statement, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such event. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) None of the adoption of the Bond Resolution, the Resolution of Formation and the Ordinance, the execution and delivery of the Issuer Documents, the consummation of the transactions on the part of the Issuer contemplated herein or therein and the compliance by the Issuer with the provisions hereof or thereof will conflict in any material respect with, or constitute on the part of the Issuer a material violation of, or a material breach of or default under, (i) any indenture, mortgage, commitment, 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 City Council or any of its officers in their respective capacities as such) is subject, that would have a material adverse effect on the ability of the Issuer to perform its obligations under the Issuer Documents.

(j) The Issuer has never been in default at any time, as to principal of or interest on any obligation which it has issued, including those which it has issued as a conduit for another entity, which default may have an adverse effect on the ability of the Issuer to consummate the transactions on its part under the Issuer Documents, except as specifically disclosed in the Final Official Statement; and other than the Senior Fiscal Agent Agreement and the Fiscal Agent Agreement, the Issuer has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Taxes following issuance of the Bonds.

(k) Except as is specifically disclosed in the Final 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, pending with respect to which the Issuer has been served with process or known by the Issuer to be threatened, which in any way questions the powers of the City Council or the Issuer referred to in paragraph (b) above, or the validity of any proceeding taken by the City Council in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions on the part of the Issuer contemplated by this Purchase Contract, or of any other Issuer Document, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Ordinance, the Fiscal Agent Agreement, the Bonds or this Purchase Contract or, to the knowledge of the officer of the Issuer executing this Purchase Contract, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, in any other way questions the status of the Bonds under California tax laws or regulations, challenges the validity of the Special Taxes, or which seeks to restrain or prohibit further development within the District.

(l) Any certificate signed by an official of the Issuer authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by the Issuer Documents shall be deemed a representation and warranty by the Issuer to the Underwriter as to the truth of the statements therein contained.

(m) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(n) The Bonds will be paid from Special Tax Revenues received by the Issuer and moneys held in certain funds and accounts established under the Fiscal Agent Agreement and pledged thereunder to the payment of the Bonds.

(o) The Special Taxes may lawfully be levied in accordance with the Rate and Method of Apportionment of Special Taxes for the District (the “**Rate and Method**”) and the Ordinance, and, when levied, the Special Taxes so levied will be secured by a lien on the property on which they are levied.

(p) The Fiscal Agent Agreement creates a valid pledge of and first lien upon the Special Tax Revenues deposited thereunder, and the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(q) Except as described in the Preliminary Official Statement and the Final Official Statement, the Issuer has not failed in any material respect to comply with any undertaking of the Issuer under the Rule in the previous five years.

6. The Issuer covenants with the Underwriter that the Issuer will cooperate with the Underwriter (at the cost and written direction of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The Issuer consents to the use by the Underwriter of the Issuer Documents, the Preliminary Official Statement and the Final Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Bonds.

7. At 9:00 a.m. on December __, 2022 (the “**Closing Date**”) or at such other time or date as are mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver or cause to be delivered to the Underwriter the Bonds in definitive form duly executed and authenticated by the Fiscal Agent together with the other documents mentioned in Section 9 hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer in federal funds payable to the order of the Fiscal Agent for the account of the Issuer.

The activities relating to the final execution and delivery of the Bonds and the Fiscal Agent Agreement, the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 9 of this Purchase Contract shall occur at the offices of Quint & Thimmig LLP, Larkspur California (“**Bond Counsel**”). The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriter is herein referred to as the “**Closing**.”

The Bonds will be delivered as fully registered, book-entry only Bonds initially in denominations equal to the principal amount of each maturity thereof. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, and will be made

available for checking by the Underwriter at such place as the Underwriter and the Fiscal Agent shall agree not less than 24 hours prior to the Closing Date.

8. The Underwriter shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the date of Closing:

(a) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, has pending before it, or passes or recommends favorably, legislation introduced previous to the date hereof, or legislation is recommended for passage by the President of the United States, which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or of causing interest on obligations of the general character of the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(b) a tentative decision with respect to legislation is reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation is favorably reported or re-reported by such a committee or is introduced, by amendment or otherwise, in or is passed by the House of Representatives or the Senate, or is recommended to the Congress of the United States for passage by the President of the United States, or is enacted, or a decision by a federal court of the United States or the United States Tax Court is rendered, or a ruling, release, order, circular, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency is made or proposed to be made, having the purpose or effect, or any other action or event occurs which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or the Bonds and also including adversely affecting the tax-exempt status of the Issuer under the Code, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(c) legislation is enacted, or actively considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States is rendered, the effect of which is that the Bonds or the Fiscal Agent Agreement, as the case may be, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds or the execution and delivery of the Fiscal Agent Agreement as contemplated hereby or by the Final Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange

Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) any event occurs or any information becomes known to the Underwriter that causes the Underwriter to reasonably believe that the Final Official Statement includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(f) there occurs any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(g) there is in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(h) a general banking moratorium is declared by federal, New York or State authorities; or

(i) any proceeding is pending or threatened by the Securities and Exchange Commission against the Issuer or the District; or

(j) additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange which in the reasonable judgment of the Underwriter materially adversely affects the Underwriter's ability to sell the Bonds; or

(k) the New York Stock Exchange or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(l) the occurrence of an event listed in subparagraph (k) to Section 5 hereof; or

(m) an amendment to the federal or State constitution is enacted or action taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Issuer, its property, income or securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the Issuer to issue the Bonds and levy the Special Tax as contemplated by the Fiscal Agent Agreement, the Rate and Method and the Final Official Statement.

9. The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the Issuer of its obligations to be performed by it hereunder at and prior to the Closing Date, (b) to the accuracy as of the date hereof and as of the Closing Date of the representations and warranties of the Issuer herein, and (c) to the following conditions, including the delivery by the Issuer of such documents as are enumerated herein in form and substance satisfactory

to the Underwriter and the accuracy as of the Closing Date of the representations and warranties included therein:

(a) At the time of Closing, (i) the Final Official Statement, this Purchase Contract, the Issuer Continuing Disclosure Agreement, the Builder Continuing Disclosure Agreement and the Fiscal Agent Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, and (ii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances (including, but not limited to, the Bond Resolution, the Resolution of Formation and the Ordinance) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) Receipt of the Bonds, executed by the Issuer and authenticated by the Fiscal Agent, at or prior to the Closing Date. The terms of the Bonds, when delivered, shall in all instances be as described in Final Official Statement.

(c) At or prior to the Closing Date, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and the Issuer:

(i) A final approving opinion of Bond Counsel dated the date of Closing in the form attached to the Final Official Statement as Appendix D.

(ii) A letter or letters of Bond Counsel addressed to the Underwriter and the Fiscal Agent, which includes a statement to the effect that Bond Counsel's final approving opinion may be relied upon by the Underwriter and the Fiscal Agent to the same extent as if such opinion were addressed to the Underwriter and the Fiscal Agent, and a supplemental opinion of Bond Counsel addressed to the Underwriter to the effect that:

(A) the statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE 2022 BONDS" (other than information relating to DTC and its book-entry only system, as to which no opinion need be expressed), "SECURITY FOR THE 2022 BONDS" and "TAX MATTERS," and in Appendices C and D thereto, are accurate insofar as such statements expressly summarize certain provisions of the Bonds, the Fiscal Agent Agreement and Bond Counsel's opinion concerning certain federal tax matters relating to the Bonds;

(B) the Issuer, on behalf of the District, has duly and validly executed and delivered this Purchase Contract and the Issuer Continuing Disclosure Agreement and this Purchase Contract and the Issuer Continuing Disclosure Agreement constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(iii) A letter of Quint & Thimmig LLP, as disclosure counsel to the Issuer in connection with the Bonds (“**Disclosure Counsel**”), addressed to the Issuer and the Underwriter, to the effect that during the course of serving as Disclosure Counsel in connection with the issuance of the Bonds and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Final Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Preliminary Official Statement, as of its date or as of the date hereof, or the Final Official Statement, as of its date and as of the Closing Date (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement, information regarding DTC and the book-entry system for the Bonds, and the appendices to the Official Statement, as to which no opinion need be expressed), 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.

(iv) The Final Official Statement executed on behalf of the Issuer by a duly authorized officer of the Issuer.

(v) Certified copies of the Bond Resolution, the Resolution of Formation and the Ordinance.

(vi) Evidence of recordation in the real property records of the City of Alameda of the Notice of Special Tax Lien (as defined in the Official Statement), and any amendments thereto, in the form required by the California Streets and Highways Code.

(vii) A certificate, in form and substance as set forth in Exhibit C hereto, of the Issuer, dated as of the Closing Date.

(viii) Evidence that Federal Form 8038 has been executed by the Issuer and will be filed with the Internal Revenue Service.

(ix) Executed copies of the Fiscal Agent Agreement and the Issuer Continuing Disclosure Agreement.

(x) An arbitrage certificate in form satisfactory to Bond Counsel.

(xi) An opinion, dated the Closing Date and addressed to the Underwriter and the Fiscal Agent, of the City Attorney, to the effect that:

(A) the Issuer is a charter city duly organized and existing under and by virtue of the laws of the State;

(B) the Issuer, on behalf of the District, has duly and validly executed and delivered the Fiscal Agent Agreement and the Issuer Continuing Disclosure Agreement, and the Fiscal Agent Agreement and the Issuer Continuing Disclosure Agreement constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other

laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought; and

(C) the Bond Resolution, the Resolution of Formation and the Ordinance were each duly adopted at meetings of the City Council of the Issuer 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 the Bond Resolution, the Resolution of Formation and the Ordinance are in full force and effect and have not been modified, amended (except as set forth therein) or rescinded;

(D) there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency or body, pending and notice of which has been served on and received by the Issuer or, to the best of knowledge of such counsel, threatened against the Issuer, challenging the creation, organization or existence of the Issuer or the District, or the validity of the Bonds, the Final Official Statement, the other Issuer Documents or contesting the authority of the Issuer to enter into or perform its obligations under any of such documents, or which, in any manner, questions the right of the Issuer to issue the Bonds, or the levy of Special Taxes, or the allocation and payment of the Special Tax Revenues to the Issuer and the other security for the Bonds provided by the Fiscal Agent Agreement; and

(E) to the best of such counsel's knowledge, the authorization, execution and delivery of the Bonds, the Final Official Statement and the other Issuer Documents by the Issuer, the compliance with the provisions thereof by the Issuer, and the performance by the Issuer of its obligations thereunder, will not conflict with, or constitute a breach or default under, in any material respect, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the Issuer or the District is subject or by which the Issuer or the District is bound.

(xii) In connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the Issuer in the form attached hereto as Exhibit B.

(xiii) A certificate in form and substance as set forth in Exhibit D hereto of the Fiscal Agent.

(xiv) An opinion of counsel to the Fiscal Agent in form and substance satisfactory to the Underwriter dated the Closing Date and addressed to the Issuer and the Underwriter to the effect that the Fiscal Agent has duly authorized, executed and delivered the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms.

(xv) A certificate of Integra Realty Resources, San Francisco, California (the "**Appraiser**"), in the form attached hereto as Exhibit E, along with a copy of its appraisal report in the form attached to the Final Official Statement as Appendix H.

(xvi) A copy of the Builder Continuing Disclosure Agreement executed by the Builder.

(xvii) An executed certificate of the Builder in the form attached hereto as Exhibit F.

(xviii) An executed closing certificate of the Builder dated as of the Closing Date in form and substance as set forth in Exhibit G.

(xix) An opinion, dated the Closing Date and addressed to the Underwriter, of counsel to the Builder, to the effect that:

(A) The Builder is a limited liability company validly existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of California, with full power and authority to enter into the Builder Continuing Disclosure Agreement.

(B) The Builder has duly and validly executed and delivered the Builder Continuing Disclosure Agreement and the Builder Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Builder, enforceable against the Builder in accordance with its terms.

(C) Except as set forth in the Preliminary Official Statement and the Official Statement, there is no litigation pending against the Builder or overtly threatened against the Builder which would materially and adversely affect the validity or enforceability of the Builder Continuing Disclosure Agreement, the Builder's ability to complete the development of its property as proposed in the Preliminary Official Statement and the Official Statement or to pay the Special Taxes.

(D) Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION—The District," "THE DEVELOPMENT AND THE DISTRICT—Description of the District," "—Land Ownership," "SPECIAL RISK FACTORS—COVID-19 Pandemic—*Effect on the Property in the District*," and "CONTINUING DISCLOSURE—The Builder," no facts came to such counsel's attention during the course of their representation of the Builder that would lead them to believe that the information under said captions of the Preliminary Official Statement and the Official Statement relating to the Builder and the Builder's organizations, activities, properties and financial condition, and its proposed development of the property within the District, contained or contains any untrue statement of a material fact or omitted or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xx) An executed certificate of Alameda Marina, LLC (the "**Master Developer**") in the form attached hereto as Exhibit H.

(xxi) An executed closing certificate of the Master Developer in the form attached hereto as Exhibit I.

(xxii) An executed certificate of Arroyo CAP II-5, LLC (the "**Landbank**"), in the form attached hereto as Exhibit J.

(xxiii) An executed closing certificate of the Landbank, in the form attached hereto as Exhibit K.

(xxiv) An opinion of Stradling, Yocca Carlson & Rauth, a Professional Corporation, as counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(xxv) A certificate of NBS (the “**Special Tax Consultant**”) in the form attached as Exhibit L.

(xxvi) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the Issuer 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.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof shall continue in full force and effect.

10. The obligations of the Issuer to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the Issuer, to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing Date, and to the delivery by Bond Counsel and Disclosure Counsel of the opinion and the letter, respectively, described in Sections 9(c)(i) and (iii) above.

11. All representations, warranties and agreements of the Issuer hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing.

12. The Issuer will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Issuer Documents (other than this Purchase Contract); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Special Tax Consultant, the Issuer’s Municipal Advisor and any other experts or other consultants retained by the Issuer; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriter’s out-of-pocket expenses incurred with the financing; (h) the fees of Digital Assurance Certification LLC for a continuing disclosure undertaking compliance review; and (i) expenses (included in the expense component of the spread) incurred on behalf of the Issuer’s employees which are incidental to implementing this Purchase Contract.

The Underwriter will pay the expenses of the preparation of this Purchase Contract and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, and the fee and disbursements of Underwriter’s Counsel. The Underwriter is required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees.

Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Issuer agrees to reimburse the Underwriter for such fees.

13. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the following: Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

14. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed in the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. This Purchase Contract shall become effective upon acceptance hereof by the Issuer.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF ALAMEDA, CALIFORNIA, for
and on behalf of the CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT
NO. 22-1 (ALAMEDA MARINA)

By: _____
City Manager

Time of Execution: _____

EXHIBIT A
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)

Maturity Schedule

<i>Maturity (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Rule Used</i>
-----------------------------------	-----------------------------	--------------------------	--------------	--------------	--------------------------	--

^T Term Bonds

^C Price to the optional redemption date of September 1, 20__ at ____%.

EXHIBIT B
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)

RULE 15C2-12 CERTIFICATE

The undersigned hereby certifies and represents that she is the duly appointed and acting Finance Director of the City of Alameda (the “**Issuer**”), the City Council of which is the legislative body of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and is duly authorized to execute and deliver this Certificate and further hereby certifies on behalf of the Issuer as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above-referenced bonds (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “**Rule**”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the Issuer and the District (the “**Preliminary Official Statement**”).

(3) As used herein, “**Permitted Omissions**” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of December __, 2022.

CITY OF ALAMEDA, CALIFORNIA, for and on
behalf of the CITY OF ALAMEDA COMMUNITY
FACILITIES DISTRICT NO. 22-1 (ALAMEDA
MARINA)

By: _____
Finance Director

EXHIBIT C
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)

ISSUER CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the City Manager of the City of Alameda, California (the “**Issuer**”), the City Council of which is the legislative body for City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), a community facilities district duly organized and existing under the laws of the State of California (the “**State**”) and that as such, I am authorized to execute this Certificate on behalf of the Issuer in connection with the issuance of the above-referenced 2022 Special Tax Bonds (the “**Bonds**”).

I hereby further certify on behalf of the Issuer that:

(A) the representations and warranties made by the Issuer in the Purchase Contract are true and correct in all material respects on the Closing Date, with the same effect as if made on the Closing Date;

(B) no event has occurred since the date of the Final Official Statement that, as of the Closing Date, would cause any statement or information contained in the Final Official Statement to be incorrect or incomplete in any material respect or would cause the information in the Final Official Statement to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading; and

(C) as of the date hereof, the Fiscal Agent Agreement and the Issuer Continuing Disclosure Agreement are in full force and effect in accordance with their terms and have not been amended, modified or supplemented except in such case as may have been agreed to by the Underwriter; and

(D) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Issuer Documents prior to issuance of the Bonds.

Capitalized terms used in this Certificate and not defined herein have the meanings set forth in the Bond Purchase Agreement dated December __, 2022, between Stifel, Nicolaus & Company, Incorporated, as Underwriter, and the Issuer, for and on behalf of the District.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ALAMEDA, CALIFORNIA, for and on behalf of the CITY OF ALAMEDA COMMUNITY FACILITIES DISTRICT NO. 22-1 (ALAMEDA MARINA)

By: _____
City Manager

EXHIBIT D
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)

CERTIFICATE OF FISCAL AGENT

The undersigned hereby states and certifies that the undersigned is an authorized officer of U.S. Bank Trust Company, National Association, which is acting as fiscal agent (the “**Fiscal Agent**”) under that certain Fiscal Agent Agreement, dated as of December 1, 2022 (the “Fiscal Agent Agreement”) by and between the City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and the Fiscal Agent, relating to the captioned bonds (the “**Bonds**”) and as such, is familiar with the following facts and is authorized and qualified to certify the following facts on behalf of the Fiscal Agent:

(1) The Fiscal Agent is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Fiscal Agent Agreement.

(2) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Fiscal Agent, and is a legal, valid and binding agreement of the Fiscal Agent enforceable upon the Fiscal Agent in accordance with its terms.

(3) The Bonds have been authenticated by a duly authorized representative of the Fiscal Agent in accordance with the Fiscal Agent Agreement.

(4) To the knowledge of the undersigned, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Fiscal Agent or threatened against the Fiscal Agent which in the reasonable judgment of the undersigned would affect the existence of the Fiscal Agent or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement or contesting the powers of the Fiscal Agent or its authority to enter into and perform its obligations under the Fiscal Agent Agreement.

(5) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds, or the consummation by the Fiscal Agent of the other transactions contemplated to be performed by the Fiscal Agent in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement. The Fiscal Agent is not certifying as to the compliance with any federal or state securities laws.

(6) The execution and delivery by the Fiscal Agent of the Fiscal Agent Agreement and compliance with the terms thereof will not, in any material respect, conflict with, or result in a

violation or breach of, or constitute a default under, any material agreement or material instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties, or (except with respect to the lien of the Fiscal Agent Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Fiscal Agent.

Dated: [Closing Date]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____
Authorized Officer

EXHIBIT E
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)

CERTIFICATE OF APPRAISER

The undersigned, on behalf of Integra Realty Resources (the “**Appraiser**”), has prepared an “Appraisal Report” dated October 19, 2022 (the “**Appraisal Report**”) and a letter dated _____, 2022 (the “**Update Letter**”) regarding the value of parcels of real property and related improvements within the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (THE “**District**”) that are subject to the levy of special taxes in the District (the “**Appraised Property**”), and certifies that:

1. The assumptions made in the Appraisal Report are reasonable. The Appraisal Report fairly and accurately described, as of the stated date of value, the market values of the Appraised Property.

2. The Appraiser is not aware of any event or act that occurred since the date of the Appraisal Report which, in its opinion, would materially and adversely affect the conclusions as to the market value of the Appraised Property.

3. The Appraiser consents to the reproduction of the Appraisal Report and the Update Letter in Appendix H to the Preliminary Official Statement dated December __, 2022 (the “**Preliminary Official Statement**”), and the Official Statement dated December __, 2022 (the “**Official Statement**”), each with respect to the above-captioned bonds, and to the references to the Appraiser, the Appraisal Report and the Update Letter made in the Preliminary Official Statement and the Official Statement.

4. The Appraiser has reviewed the Preliminary Official Statement and the Official Statement, and the statements concerning the Appraisal Report, the Update Letter and the value of the Appraised Property contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. A true and correct copy of the Appraisal Report and the Update Letter are attached as Appendix H to the Preliminary Official Statement and as Appendix H to the Official Statement.

6. The Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission and dated July 2004.

Dated: [Closing Date]

INTEGRA REALTY RESOURCES

By: _____
Its: _____

EXHIBIT F

**CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA)
2022 SPECIAL TAX BONDS
(Green Bonds)**

CERTIFICATE OF LS-ALAMEDA MARINA LLC

Dated: December __, 2022

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), LS-Alameda Marina LLC, a Delaware limited liability company (“**Builder**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as of the date hereof that:

(1) The undersigned is duly authorized to execute this Certificate of LS-Alameda Marina LLC (this “**Certificate**”) on behalf of the Builder.

(2) This Certificate is delivered in connection with the offering and sale of the Bonds pursuant to Section 9(c)(xvii) of the Bond Purchase Agreement.

(3) As of the date thereof, the information in the Preliminary Official Statement describing or relating to the Builder, the Builder's organization, the land within the District owned by the Builder, or for which the Builder has an option to purchase (the “**Property**”), and the Builder's development and financing plans regarding the Property, under the captions in the Preliminary Official Statement entitled “INTRODUCTION—The District,” “THE DEVELOPMENT AND THE DISTRICT—Description of the District,” “—Land Ownership,” and “CONTINUING DISCLOSURE—The Builder” (except for information related to the District, the Issuer, the Master Developer and any parts of the Property not being developed by the Builder, in each case, as to all of which we do not express any conclusion or belief) does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned (as defined below), the Builder has not previously failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosures reports or notices of listed events with respect to community facilities districts or assessment districts financings in California within the past five years.

(5) Except as disclosed in the Preliminary Official Statement, with respect to property owned by the Builder located within the boundaries of a development project in California, to the Actual Knowledge of the Undersigned, within the last five years, the Builder has not (i) intentionally

failed in any material respect to pay when due any property taxes, special taxes, or assessments levied or assessed against such property, (ii) had any such property become either tax deeded to the state or the subject of judicial foreclosure proceedings for failure to pay such property taxes, special taxes, or assessments levied or assessed against such property, or (iii) failed to cure such material delinquencies within sixty days of becoming aware of such delinquencies.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no events of monetary default or events which with the passage of time would constitute a monetary default under any loan or similar credit arrangement to which the Builder is a party the result of which could have a material adverse effect on the Builder's ability to develop the Property within the District as described in the Preliminary Official Statement or ability to pay Special Taxes related to the Property and for which the Builder is responsible prior to delinquency.

(7) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Builder has not incurred any obligation or liability, contingent or otherwise, that could reasonably be expected to have a material adverse effect on the Builder's ability to develop the Property within the District as described in the Preliminary Official Statement.

(8) Except as disclosed in the Preliminary Official Statement, within the past five years, the Builder has not been adjudicated as bankrupt or discharged from any or all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. Except as disclosed in the Preliminary Official Statement, the Builder does not have any proceedings pending (with service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in which the Builder may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its debts or obligations, be granted an extension of time to pay its debts or obligations, or be granted a reorganization or readjustment of its debts or obligations.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body naming the Builder as a party, is pending (based upon service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing (a) in any way seeking to restrain or enjoin the development of the Property, (b) adversely affecting the Builder's ability to pay the Special Taxes, the special benefit assessments (if any) or ad valorem property tax obligations when due on the Property, or (c) which challenges or questions the validity or enforceability of the Bonds, the Bond Resolution, the Resolution of Formation and the Ordinance, the Fiscal Agent Agreement, the Builder Continuing Disclosure Agreement executed by the Builder, or the Bond Purchase Agreement relating to the Bonds.

(10) To the Actual Knowledge of the Undersigned, the issuance of the Bonds and the Builder's participation in the proceedings relating to the issuance of the Bonds will not constitute on the part of the Builder a material violation of, or a material breach of or a material default under, (i) any indenture, mortgage, commitment, note or other material agreement or instrument to which the Builder is a party or by which it is bound or (ii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the Builder is subject.

(11) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no federally or State of California hazardous substances on its Property that could reasonably be expected to have a material adverse impact the Builder's ability to own and develop the Property as described in the Preliminary Official Statement.

(12) As used in this Certificate, the term "**Actual Knowledge of the Undersigned**" means the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of the Builder as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder's current business and operations. The Builder has not contacted individuals who are no longer employed by the Builder. The Undersigned is signing in such person's capacity as an officer of the Builder and not in such person's individual capacity.

(13) All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bond Purchase Agreement.

LS-ALAMEDA MARINA LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT G
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)

CLOSING CERTIFICATE OF LS-ALAMEDA MARINA LLC

Dated: [Closing Date]

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), LS-Alameda Marina LLC, a Delaware limited liability company (“**Builder**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as to the items enumerated below as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Certificate of LS-Alameda Marina LLC, dated December __, 2022 (the “**POS Certificate**”), delivered by the Builder.

(1) The undersigned is duly authorized to execute this certificate on behalf of the Builder and is executing this certificate, together with the POS Certificate as an officer of the Builder and not in such person’s individual capacity.

(2) The Builder is duly authorized to execute, deliver and perform its Builder Continuing Disclosure Agreement.

(3) The Builder has duly executed and delivered the Builder Continuing Disclosure Agreement.

(4) Except as disclosed in the Final Official Statement, the Builder has not submitted an application for, nor to the Actual Knowledge of the Undersigned, received actual notice of, (i) the formation or authorization of any assessment district or community facilities district that would include any portion of the Builder’s Property, or (ii) the authorization or issuance of any debt secured by a special tax to be levied on any portion of the Builder’s Property, other than the Special Tax.

(5) The representations and warranties made by the Builder in the POS Certificate are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the POS Certificate shall be deemed references to the Final Official Statement.

(6) For a period of 25 days after the date hereof, if the Builder receives actual knowledge of any event relating to or affecting the Builder, or the ownership or development of the Property which could cause the information certified by the Builder in Section 3 of the POS Certificate (and subject to the limitations and exclusions contained in Section 3 of the POS Certificate) to contain an

untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Builder shall notify the Issuer and the Underwriter and if, in the opinion of counsel to the Issuer or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Builder shall reasonably cooperate with the Issuer in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the Issuer and to the Underwriter.

(7) The Builder covenants that, while the Bonds are outstanding, the Builder will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn (i) the existence of the District, (ii) the levy of special taxes in the District in accordance with Ordinance No. 3319, adopted by the City Council on May 3, 2022 (the “**Special Taxes**”) or any other ordinance adopted by the City Council providing for the levy of Special Taxes in accordance with the Rate and Method (described below) or (iii) the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Builder from bringing an action or suit contending that the Special Taxes have not been levied in accordance with the methodology contained in the Rate and Method (as defined in the Bond Purchase Agreement).

LS-ALAMEDA MARINA LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT H
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)

CERTIFICATE OF ALAMEDA MARINA, LLC

Dated: December __, 2022

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Alameda Marina, LLC (the “**Master Developer**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as of the date hereof that:

(1) The undersigned is duly authorized to execute this Certificate of Alameda Marina, LLC (this “**Certificate**”) on behalf of the Master Developer.

(2) This Certificate is delivered in connection with the offering and sale of the Bonds pursuant to the Bond Purchase Agreement.

(3) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement (including all appendices, the “**Preliminary Official Statement**”), setting forth information about, among other things, the Master Developer, certain development activities by the Master Developer and certain improvements constructed by the Master Developer.

(4) All of the information in the Preliminary Official Statement describing or relating to the Master Developer, development activities by the Master Developer and improvements constructed by the Master Developer under the captions in the Preliminary Official Statement entitled “INTRODUCTION—The Development,” “THE DEVELOPMENT AND THE DISTRICT—Location and Description of the Development,” and “—The Improvements,” does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the undersigned, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body naming the Master Developer as a party, is pending (based upon service of process having been accomplished) or, to the actual knowledge of the undersigned, overtly threatened in writing which challenges or questions the validity or enforceability of the Bonds, the Bond Resolution, the Resolution of Formation and the Ordinance, the Fiscal Agent Agreement, or the Bond Purchase Agreement relating to the Bonds.

ALAMEDA MARINA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT I
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)

CLOSING CERTIFICATE OF ALAMEDA MARINA, LLC

[Closing Date]

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Alameda Marina, LLC (the “**Master Developer**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as to the items enumerated below as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Certificate of Alameda Marina, LLC, dated December __, 2022 (the “**POS Certificate**”), delivered by the Master Developer.

(1) The undersigned is duly authorized to execute this Certificate on behalf of the Master Developer.

(2) The Master Developer has received the final Official Statement relating to the Bonds, dated December __, 2022 (the “**Final Official Statement**”). To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 4 of the POS Certificate relating to the Master Developer, development activities by the Master Developer and improvements constructed by the Master Developer which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) The representations and warranties made by the Master Developer in the POS Certificate are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the POS Certificate shall be deemed references to the Final Official Statement.

(6) For a period of 25 days after the date hereof, if the Master Developer receives actual knowledge of any event relating to or affecting the Master Developer which could cause the information under the captions of the Final Official Statement indicated in Section 4 of the POS Certificate (and subject to the limitations and exclusions contained in Section 4 of the POS Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Master Developer shall notify the Issuer and the Underwriter and if, in the opinion of counsel to the Issuer or the Underwriter, such event requires the preparation and

publication of a supplement or amendment to the Final Official Statement, the Master Developer shall reasonably cooperate with the Issuer in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the District and to the Underwriter.

(8) The Master Developer covenants that, while the Bonds are outstanding, the Master Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn (i) the existence of the District, (ii) the levy of special taxes in the District in accordance with Ordinance No. 3319, adopted by the City Council on May 3, 2022 (the “**Special Taxes**”) or any other ordinance adopted by the City Council providing for the levy of Special Taxes in accordance with the Rate and Method (described below) or (iii) the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Master Developer from bringing an action or suit contending that the Special Taxes have not been levied in accordance with the methodology contained in the Rate and Method (as defined in the Bond Purchase Agreement), so long as any such action or suit does not seek to interfere, or have the effect of interfering, with the levy and collection of the Special Taxes in amounts and at times sufficient to pay the principal of and interest on the Bonds when due.

ALAMEDA MARINA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT J
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)

CERTIFICATE OF ARROYO CAP II-5, LLC

Dated: December __, 2022

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Arroyo Cap II-5, LLC, a Delaware limited liability company (the “**Landbank**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as of the date hereof that:

(1) The undersigned is duly authorized to execute this Certificate of Arroyo Cap II-5, LLC (this “**Certificate**”) on behalf of the Landbank.

(2) This Certificate is delivered in connection with the offering and sale of the Bonds pursuant to Section 9(c)(xxii) of the Bond Purchase Agreement.

(3) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement (including all appendices, the “**Preliminary Official Statement**”), setting forth information about, among other things, the Landbank and certain property within the District owned by the Landbank (the “**Landbank Property**”).

(4) All of the information in the Preliminary Official Statement describing or relating to the Landbank and the Landbank Property under the caption in the Preliminary Official Statement entitled “THE DEVELOPMENT AND THE DISTRICT—Land Ownership” does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) Except as disclosed in the Preliminary Official Statement, with respect to property owned by the Landbank located within the boundaries of a development project in California, to the Actual Knowledge of the Undersigned, within the last five years, the Landbank has not (i) intentionally failed in any material respect to pay when due any property taxes, special taxes, or assessments levied or assessed against such property, (ii) had any such property become either tax deeded to the state or the subject of judicial foreclosure proceedings for failure to pay such property taxes, special taxes, or assessments levied or assessed against such property, or (iii) failed to cure such material delinquencies within sixty days of becoming aware of such delinquencies.

(6) Except as disclosed in the Preliminary Official Statement, within the past five years, the Landbank has not been adjudicated as bankrupt or discharged from any or all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. Except as disclosed in the Preliminary Official Statement, the Landbank does not have any proceedings pending (with service of process to the Landbank having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in which the Builder may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its debts or obligations, be granted an extension of time to pay its debts or obligations, or be granted a reorganization or readjustment of its debts or obligations.

(7) As used in this Certificate, the term “Actual Knowledge of the Undersigned” means the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of the Landbank as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Landbank’s current business and operations. The Landbank has not contacted individuals who are no longer employed by the Landbank.

(8) All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bond Purchase Agreement.

ARROYO CAP II-5, LLC

By: _____

Name: _____

Title: _____

EXHIBIT K

**CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)**

CLOSING CERTIFICATE OF ARROYO CAP II-5, LLC

Dated: [Closing Date]

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) executed by and between City of Alameda, California (the “**Issuer**”), for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Arroyo Cap II-5, LLC, a Delaware limited liability company (the “**Landbank**”), hereby certifies, represents, warrants and covenants to the Issuer and the Underwriter as to the items enumerated below as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Certificate of Arroyo Cap II-5, LLC, dated December __, 2022 (the “**POS Certificate**”), delivered by the Landbank.

(1) The undersigned is duly authorized to execute this Certificate on behalf of the Landbank.

(2) The Landbank has received the final Official Statement relating to the Bonds, dated December __, 2022 (the “**Final Official Statement**”). To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 4 of the POS Certificate relating to the Landbank or the Landbank Property which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(3) Except as disclosed in the Final Official Statement, the Landbank has not submitted an application for, nor to the Actual Knowledge of the Undersigned, received actual notice of, (i) the formation or authorization of any assessment district or community facilities district that would include any portion of the Landbank Property, or (ii) the authorization or issuance of any debt secured by a special tax to be levied on any portion of the Landbank Property, other than the Special Tax.

(4) The representations and warranties made by the Landbank in the POS Certificate are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the POS Certificate shall be deemed references to the Final Official Statement.

(5) For a period of 25 days after the date hereof, if the Landbank receives actual knowledge of any event relating to or affecting the Landbank or the Landbank Property which could cause the information under the captions of the Final Official Statement indicated in Section 4 of the POS Certificate (and subject to the limitations and exclusions contained in Section 4 of the POS Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Landbank shall notify the Issuer and the Underwriter and if, in the opinion of counsel to the Issuer or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Landbank shall reasonably cooperate with the Issuer in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the Issuer and to the Underwriter.

(6) The Landbank covenants that, while the Bonds are outstanding, the Landbank will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn (i) the existence of the District, (ii) the levy of special taxes in the District in accordance with Ordinance No. 3319, adopted by the City Council on May 3, 2022 (the “**Special Taxes**”) or any other ordinance adopted by the City Council providing for the levy of Special Taxes in accordance with the Rate and Method (described below) or (iii) the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Landbank from bringing an action or suit contending that the Special Taxes have not been levied in accordance with the methodology contained in the Rate and Method (as defined in the Bond Purchase Agreement), so long as any such action or suit does not seek to interfere, or have the effect of interfering, with the levy and collection of the Special Taxes in amounts and at times sufficient to pay the principal of and interest on the Bonds when due.

ARROYO CAP II-5, LLC

By: _____

Name: _____

Title: _____

EXHIBIT L
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)

CERTIFICATE OF SPECIAL TAX CONSULTANT

NBS (the “**Special Tax Consultant**”), Temecula, California is the Special Tax Consultant for the referenced community facilities district and has read the Rate and Method of Apportionment of Special Taxes (the “**Rate and Method**”) set forth in Appendix B to the Official Statement dated December __, 2022 (the “**Official Statement**”) relating to the above-referenced bonds (the “**Bonds**”). The Special Tax Consultant hereby certifies that the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method would be sufficient to pay the Minimum Administrative Expense Requirement and the scheduled debt service on the Bonds, provided that the annual debt service figures on the debt service schedule included in the Official Statement, which were relied upon by the Special Tax Consultant, are substantially true and correct.

The summary of the Rate and Method in the section of the Official Statement entitled “SECURITY FOR THE 2022 BONDS — Summary of Rate and Method” is a fair and accurate summary of the Rate and Method, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix B. All of the tabular and financial information provided by the Special Tax Consultant and included in the Official Statement is true and correct in all material respects.

The preceding certifications are subject to the information furnished to the Special Tax Consultant by third parties in connection with the foregoing, and upon which it relied upon in preparing such statements and information for use in the Preliminary Official Statement and the Official Statement being accurate, true and correct.

Dated: [Closing Date]

NBS

By: _____

EXHIBIT M

**§ _____
CITY OF ALAMEDA
COMMUNITY FACILITIES DISTRICT NO. 22-1
(ALAMEDA MARINA),
2022 SPECIAL TAX BONDS
(Green Bonds)**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“**Stifel**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Reserve Fund.*** The funding of the Reserve Fund for the Bonds in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement, dated as of December 1, 2022, between the Issuer, for and on behalf of the City of Alameda Community Facilities District No. 22-1 (Alameda Marina), and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reason ably required to assure payment of debt service on the Bonds.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Issuer*** means the City of Alameda, California.

(c) ***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.

(d) ***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.

(e) ***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 December __, 2022.

(f) ***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 Stifel'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 a Certificate as to Arbitrage (and Tax Compliance Procedures) for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig, LLP, 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.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Name: _____

By: _____

Name: _____

Dated: [Closing Date]

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)