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**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

BOND PURCHASE AGREEMENT

September __, 2021

City of Fairfield
Fairfield, California

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Fairfield (the “**City**”), acting on behalf of City of Fairfield Community Facilities District No. 2019-1 (One Lake) (the “**District**”) with respect to Improvement Area No. 1 of the City of Fairfield Community Facilities District No. 2019-1 (One Lake) (“**Improvement Area No. 1**”), which, upon acceptance, will be binding upon the City and the Underwriter. This offer is made subject to acceptance by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (a) the purchase and sale of the Bonds (as such term is defined herein) pursuant to this Purchase Agreement is an arm’s length commercial transaction between the City, on behalf of the District, and the Underwriter, and the only obligations that the Underwriter has to the City with respect to the transaction that is contemplated hereby expressly are set forth in this Purchase Agreement; (b) in connection therewith 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 a Municipal Advisor (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the City; (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering that is contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (d) the Underwriter has financial and other interests that may differ from and be adverse to those of the City; and (e) the City has consulted its own legal, financial, accounting, tax and other advisors to the extent that it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements that are set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the Improvement Area No. 1 of the City of Fairfield Community Facilities District No. 2019-1 (One Lake) Special Tax Bonds, Series 2021A (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A. The Bonds shall be dated the Closing Date (as such term is defined herein), and bear interest from said date (payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022)

at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A. The purchase price for the Bonds shall be the amount specified as such in Exhibit A.

(b) The Bonds shall be substantially in the form that is described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement, dated as of July 1, 2020 (the “**Master Fiscal Agent Agreement**”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the “**Fiscal Agent**”), as supplemented and amended by a First Supplement to Fiscal Agent Agreement, dated as of September 1, 2021 (the “**First Supplement**” and, together with the Master Fiscal Agent Agreement, the “**Fiscal Agent Agreement**”), by and between the City and the Fiscal Agent. The Master Fiscal Agent Agreement was approved by a resolution adopted by the City Council of the City (the “**City Council**”), as the legislative body of the District, on June 16, 2020, which resolution supplemented a resolution adopted by the City Council, as the legislative body of the District, on May 7, 2019, and the First Supplement was approved by a resolution adopted by the City Council, as the legislative body of the District, on September 21, 2021. The City Council resolutions which were adopted by May 7, 2019, June 16, 2020 and September 21, 2021 relating to the Fiscal Agent Agreement are collectively referred to herein as the “**Resolution of Issuance.**” The Bonds and interest thereon will be payable from the proceeds of Special Taxes (as such term is defined in the Fiscal Agent Agreement) that are levied and collected on the taxable land within Improvement Area No. 1 in accordance with the Resolution of Formation (as such term is defined in the Fiscal Agent Agreement) and Ordinance No. 2019-05 adopted by the City Council on June 18, 2019 (the “**Ordinance**”). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the “**Law**”), to acquire certain public improvements in the District, as described in the Resolution of Formation. The Resolution of Issuance, the Resolution of Formation, the Resolution of Necessity (as such term is defined in the Fiscal Agent Agreement), the resolution relating to annexation of property into Improvement Area No. 1 adopted by the City Council on September 21, 2021 (the “**Annexation Resolution**”) and the Ordinance are collectively referred to herein as the “**District Resolutions.**”

(c) Subsequent to its receipt of the certificate of the City (in substantially the form that is set forth in Exhibit B) deeming final the Preliminary Official Statement for the Bonds dated September __, 2021, (which Preliminary Official Statement, including the cover page and all appendices thereto, is herein referred to as the “**Preliminary Official Statement**”), for purposes of Rule 15c2-12 (“**Rule 15c2-12**”) promulgated by the Securities and Exchange Commission (the “**SEC**”), the Underwriter distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information that was previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City, as evidenced by the execution and delivery of such document by an officer of the City, the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Undertaking**”), this Purchase Agreement, any other documents or contracts to which the City or the District is a party and all information contained therein, and all other documents, certificates and statements that are furnished by the City to the Underwriter in connection with the transactions that are contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date

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

(d) At 8:00 A.M., California Time, on October __, 2021, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver: (i) to The Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers that are assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement; and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation (“**Bond Counsel**”), in San Francisco, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents that are mentioned herein; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(e) Except as otherwise disclosed and agreed to by the City, 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 Official Statement and in Exhibit A; provided, however, that 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 Official Statement, subject to Section 12. The Underwriter shall provide to the District on the Closing Date a certificate in the form that is set forth in Exhibit D stating that the Underwriter made a bona fide public offering of the Bonds at the initial public offering price or prices that are set forth on the inside cover page of the Official Statement and in Exhibit A.

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

(a) The City is duly organized and validly existing as a general law city under the laws of the State of California and has duly authorized the formation of the District and Improvement Area No. 1 within the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions and has caused to be recorded in the real property records of the County of Solano a Notice of Special Tax Lien and an Amendment to Notice of Special Tax Lien (collectively, the “**Notice of Special Tax Lien**”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended, except as the Amendment to Notice of Special Tax Lien amends and supplements the Notice of Special Tax Lien. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Fiscal Agent Agreement and the City Disclosure Undertaking (collectively, the “**District Documents**”) and to carry out all transactions that are contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as

provided herein; and (iii) to carry out, give effect to and consummate the transactions that are contemplated by the Formation Documents, the District Documents and the Official Statement;

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions that are contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City that are set forth in the District Documents;

(c) The City Council has duly and validly: (i) adopted the District Resolutions; (ii) called, held and conducted in accordance with all requirements of the Law an election within Improvement Area No. 1 to approve the levy of the Special Taxes within Improvement Area No. 1 and the issuance of the Bonds; (iii) recorded the Notice of Special Tax Lien, which established a continuing lien on the land within Improvement Area No. 1 securing the Special Tax; (iv) authorized and approved the execution, delivery and due performance of the Bonds and the District Documents; (v) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement; and (v) authorized and approved the performance by the City of its obligations that are contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions that are contemplated by, each of the District Documents (including, without limitation, the collection of the Special Taxes), the Bonds and the Official Statement; and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City and the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court order, administrative decree or order, or under any loan agreement, note, resolution, fiscal agent agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the District or the City of its obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court order or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(e) Except for compliance with blue sky or other state securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would

materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect;

(f) The Special Taxes constituting the security for the Bonds have been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and such Special Taxes, when levied, will constitute valid and legally binding continuing liens on the properties on which they have been levied;

(g) Except to the extent that the City determines that such amendment or supplement is required by law, the City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as such term is defined herein), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information that is available to it for any supplement to the Official Statement which is necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time, and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “**end of the underwriting period**” means the later of such time as: (i) the City delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice that is delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period;”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund, the Bond Fund and the 2020 Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, 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 that are set forth therein. Until such time as moneys have been set aside in an amount that is sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of the covenants, undertakings and provisions that are contained in the Fiscal Agent Agreement;

(i) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best knowledge of the City, threatened: (i) which would materially adversely affect the ability of either the City or the District to perform its obligations under the Bonds, the Formation Documents or the District Documents; (ii) that seeks to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement or the collection or application of the Special Taxes that are pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents or any action contemplated by any of said documents; or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City

or the District with respect to the Bonds, the Formation Documents, the District Documents or any action of the City or the District contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from personal income taxation in the State;

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

(k) Any certificate that is signed by any official of the City who is authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(m) The information contained in the Preliminary Official Statement (other than information relating to DTC and its book-entry system and prices and yields for the Bonds or any other information provided by the Underwriter, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information relating to DTC and its book-entry system and prices and yields for the Bonds or any other information provided by the Underwriter, as to which no view is expressed), as of its date and as of the Closing Date shall be, true and correct in all material respects, and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the MSRB;

(o) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings under Rule 15c2-12;

(p) Except as otherwise disclosed in the Preliminary Official Statement, and except as the Amendment to Notice of Special Tax Lien amends and supplements the Notice of Special Tax Lien, the Formation Documents have not been amended, terminated, rescinded or modified;

(q) The City shall not voluntarily undertake any course of action that is inconsistent with satisfaction of the requirements that are applicable to the City as set forth in this Purchase Agreement;

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate; and

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

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

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

(b) The information that is contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true, correct and complete in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact that is required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the

holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Taxes or the ability of the City to construct or acquire the improvements as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact that is 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) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government of, or the financial community or financial markets in, the United States or elsewhere, or the escalation of such calamity or crisis, which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner that are contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions that are not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or

the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 1 or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects the proposed development of property within Improvement Area No. 1;

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

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

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

(12) a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all of the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939, as amended; and

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

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that each Formation Document is a true, correct and complete copy of the one that was duly adopted by the City Council;

(2) The Official Statement, duly executed by the City for and on behalf of the District;

(3) An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as an appendix, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that: (i) the Purchase Agreement has been duly authorized, executed and delivered by the City, and, assuming that such agreement is duly executed

by the Underwriter, constitutes the legally valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) 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 under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "FINANCING PLAN," "THE 2021 BONDS," "SECURITY FOR THE 2021 BONDS," "LEGAL MATTERS—Tax Exemption" and in Appendices C and G thereof (except that no opinion or belief need be expressed as to any financial or statistical data contained therein), insofar as it purports to summarize certain provisions of the Law, the Bonds, the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State personal income taxes of interest on the Bonds, presents a fair and accurate summary of such provisions; (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Law and the Notice of Special Tax Lien was recorded at the time and in the form required by the Law; (v) the District is a community facilities district that is duly organized and validly existing under and by virtue of the laws of the State; and (vi) the execution and delivery by the City of the District Documents, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law or administrative regulation to which the City or the District is subject to or by which it is bound, or the District Resolutions, the consequence of which could be a material and adverse effect on the performance by the City of its obligations under the District Documents;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

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

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

(A) the City is a municipal corporation that is duly organized and validly existing under and by virtue of the laws of the State;

(B) the District Resolutions were duly adopted at meetings of the City Council that were each 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 District Resolutions are in full force and effect and have not been modified, amended or rescinded as of the Closing Date;

(C) the execution and delivery by the City of the District Documents, and compliance with the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any court decree, resolution (other than the District Resolutions) or agreement to which the City is subject to or by which it is bound, the consequence of which could be a material and adverse effect on the performance by the City of its obligations under the District Documents; and

(D) except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending of which the City or the District has received service of process or, to the best knowledge of such counsel, threatened against the City or the District: (i) in any way questioning the existence of the City or the District or the titles of the officers thereof to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance of the Bonds or any of the District Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Bonds, or in any way contesting or affecting the validity of the Bonds or the District Documents or the consummation of the transactions that are contemplated thereby or any proceeding of the City or the District taken with respect to any of the foregoing, or explicitly alleging that the interest that is payable on the Bonds is not exempt from taxation or contesting the powers of the City or the District and the authority to pledge the Special Taxes; (iii) that may result in any change relating to the City or the District that will materially adversely affect the ability to pay the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) One or more certificates dated the Closing Date from Goodwin Consulting Group (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that: (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all parcels of Taxable Property (as such term is used in the herein-defined Rate and Method) in Improvement Area No. 1 is at least one hundred ten percent (110%) of the total Annual Debt Service (as such term is defined in the Fiscal Agent Agreement) for each such Fiscal Year on the proposed Bonds; (ii) the description of the Rate and Method (as such term is defined in the Fiscal Agent Agreement) that is appended to the Preliminary Official Statement and the Official Statement is a true, complete and correct recitation of the provisions thereof; and (iii) all information that has been supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of 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;

(11) A Letter of Representations of each of One Lake Holding, LLC, a Delaware limited liability company, TRI Pointe Homes Holdings, Inc., a Delaware corporation, Lennar Homes of California, Inc., a California corporation, and Brookfield Bay Area Holdings LLC, a Delaware limited liability company (collectively, the “**Developers**”) in connection with the printing of the Preliminary Official Statement, each dated the date of Preliminary Official Statement, substantially in the form that is set forth in Exhibit C, or as any such Letter of Representation may be modified with the approval of the Underwriter, and a Closing Certificate of each Developer dated the Closing Date, substantially in the form that is set forth in Appendix 1 to Exhibit C;

(12) A negative assurance letter from counsel to each Developer addressed to the Underwriter in form and substance acceptable to the Underwriter;

(13) A letter dated the Closing Date from BBG, Inc. (the “**Appraiser**”) addressed to the Underwriter and the City to the effect that it has prepared the appraisal report (the “**Appraisal**”) with respect to the property located within Improvement Area No. 1 of the District, and that: (a) the Appraisal that is appended to the Official Statement may be included in the Preliminary Official Statement and the Official Statement; (b) the Appraisal and the information in the Official Statement referring to the Appraisal do not contain any untrue statement of a material fact or omit to state a material fact that is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (c) no events or occurrences have been ascertained by the Appraiser or have come to the Appraiser’s attention that would materially change the opinions set forth in the Appraisal;

(14) An opinion of Jones Hall, A Professional Law Corporation, as Disclosure Counsel to the City (“**Disclosure Counsel**”), dated the Closing Date and addressed to the Underwriter, to the effect that, based on the information made available to it in its role as Disclosure Counsel, without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, but on the basis of its participation in conferences with the Underwriter, counsel to the Underwriter, the City, the City Attorney, the Special Tax Consultant, PFM Financial Advisors, LLC, the City’s municipal advisor (the “**Municipal Advisor**”), and others, and its examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds which would lead them to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the engineer’s report, and information regarding DTC and its book-entry only system contained in the Preliminary Official Statement or the Official Statement);

(15) A certified copy of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution

authorizes the execution and delivery of the Fiscal Agent Agreement and the authentication and delivery of the Bonds by the Fiscal Agent;

(16) Copies of the preliminary and final notices to the California Debt and Investment Advisory Commission relating to the Bonds;

(17) Evidence of the City's and/or the District's compliance with or exemption from Section 8855(i) of the California Government Code;

(18) Executed copies of the continuing disclosure undertaking of each Developer, dated the Closing Date;

(19) A copy of the executed Blanket Issuer Letter of Representations by and between the City and/or the District and The Depository Trust Company relating to the book entry system, or an acknowledgement from The Depository Trust Company that such a letter is on file with The Depository Trust Company;

(20) Parity debt certificates of the City and the Special Tax Consultant, each dated the Closing Date and each relating to the issuance of the Bonds as Parity Bonds under the Master Fiscal Agent Agreement;

(21) An opinion of Bond Counsel, dated the Closing Date and relating to the issuance of the Bonds as Parity Bonds under the Master Fiscal Agent Agreement;

(22) The Unanimous Approval of the owner of the property that is the subject of the Annexation Resolution relating to the annexation of such property into Improvement Area No. 1; and

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

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds which are contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Sections 5, 6 and 8 shall continue in full force and effect.

4. Conditions to the Obligations of the City. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(d)(6) hereof,

threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 3(d)(3) hereof, dated as of the Closing Date.

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

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses that are incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents that are contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter (excluding the fees and disbursements of the Underwriter's counsel), reimbursement to the Underwriter for any meals and travel for City employees or officers that were paid for by the Underwriter, the fees and disbursements of the Fiscal Agent for the Bonds and Bond Counsel, Disclosure Counsel, the Special Tax Consultant and the Municipal Advisor and any other accountants, engineers or any other experts or consultants that the City has retained in connection with the Bonds and any other expenses that are agreed to by the parties; and

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

6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 1000 Webster Street, Fairfield, California 94533, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eric McKean.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

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

12. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor, identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City 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 City 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 the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A, 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 Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City 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:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) 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 shall promptly advise the City when 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, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail 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 retail distribution agreement, as applicable, to: (1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public; and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on: (A) in the event that 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 hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires; and (B) in the event that a retail 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 hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City 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 retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) “**public**” means any person other than an underwriter or a related party;
- (2) “**underwriter**” means: (A) any person that agrees pursuant to a written contract with the City (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 retail distribution agreement participating in the initial sale of the Bonds to the public);
- (3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common

ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

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

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

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Authorized Representative

CITY OF FAIRFIELD, for and on behalf of City of
Fairfield Community Facilities District No. 2019-1
(One Lake)

By: _____
Authorized Officer

EXHIBIT A

\$ _____

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

MATURITY SCHEDULE

<i>Maturity (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Initial Offering Price</i>	<i>CUSIP No. (304194)</i>	<i>10% Test Used</i>	<i>Hold-the- Offering-Price Rule Used</i>
20__*	\$	%	%	C			
20__*				C			

* Term Bond.

^C Priced to first optional redemption date of _____ 1, 20__ at par.

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

EXHIBIT B

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the City Manager of the City of Fairfield (the “**City**”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the Improvement Area No. 1 of the City of Fairfield Community Facilities District No. 2019-1 (One Lake) Special Tax Bonds, Series 2021A (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated the date of this certificate setting forth information concerning the Bonds and the City (the “**Preliminary Official Statement**”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “**Permitted Omissions**” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

September __, 2021.

CITY OF FAIRFIELD, for and on behalf of City of
Fairfield Community Facilities District No. 2019-1
(One Lake)

By: _____
Its: City Manager

EXHIBIT C

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

LETTER OF REPRESENTATIONS OF [DEVELOPER]

September __, 2021

City of Fairfield
1000 Webster Street
Fairfield, California 94533

City of Fairfield Community Facilities District No. 2019-1 (One Lake)
1000 Webster Street
Fairfield, California 94533

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 1 of the City of Fairfield Community Facilities District No. 2019-1 (One Lake) Special Tax Bonds, Series 2021A (the “**Bonds**”) and to the Bond Purchase Agreement (the “**Purchase Agreement**”), by and between the City of Fairfield (the “**City**”) and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), to be entered into in connection therewith. This Letter of Representations of [Developer] (the “**Letter of Representations**”) is delivered pursuant to and in satisfaction of Section 3(d)(11) of the Purchase Agreement. Capitalized terms that are used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that the undersigned is familiar with the facts herein and is authorized and qualified to certify the same as an authorized officer or representative of [One Lake Holding, LLC, a Delaware limited liability company] [TRI Pointe Homes Holdings, Inc., a Delaware corporation] [Lennar Homes of California, Inc., a California corporation] [Brookfield Bay Area Holdings LLC, a Delaware limited liability company] (the “**Developer**”), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is validly existing and in good standing as a [limited liability company] [corporation] under the laws of the State of [Delaware] [California] and [is registered to transact business as a foreign limited liability company in the State of California and] is in good standing in the State of California, and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; (ii) to execute and deliver at Closing and perform its obligations under the Continuing Disclosure Certificate (Property Owner – [Developer]) (the “**Developer Continuing Disclosure Certificate**”), to be entered into by the Developer; and (iii) to develop its property in Improvement Area No. 1 (the “**Improvement Area**”) of City of Fairfield Community Facilities District No. 2019-1 (One Lake) (the “**Community Facilities District**”) as

described in the Preliminary Official Statement relating to the Bonds dated the date hereof (the “**Preliminary Official Statement**”).

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within the Improvement Area is held in the name of the Developer (the “**Property**”). The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property. [Except as otherwise described in the Preliminary Official Statement, the Developer is, and the Developer’s current expectations are that the Developer shall remain, the party responsible for the development of the Property. The Developer has not entered into an agreement for development or management of the Property by any other entity, except for such subcontracts, consultant agreements and similar agreements for land development activities associated with the Developer’s development plan as are entered into in the ordinary course of business.] [MASTER DEVELOPER ONLY: The Developer’s current expectation is that the Developer will attempt to sell the Property to one or more merchant builders over time.]

3. To the Actual Knowledge of the Undersigned,¹ and except as described in the Preliminary Official Statement, the Developer has not failed in any material respect to comply with any previous undertaking by it to provide periodic continuing disclosure reports or notices of material events with respect to community facilities districts or assessment districts in California within the past five years.

4. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate² (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Affiliate: (a) to restrain or enjoin the collection of Special Taxes or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the 2020 Reserve Fund of the Special Tax Fund established under the Fiscal Agent Agreement); (b) to restrain or enjoin the execution by the Developer of the Developer Continuing Disclosure Certificate and performance by the Developer of its obligations thereunder; (c) to restrain or enjoin the development of the Property as described in

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individual signing on behalf of the Developer currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer’s current business and operations.

² “**Affiliate**” means, with respect to the Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Improvement Area and an investment decision regarding the Bonds (i.e., information relevant to: (a) the Developer’s development plans with respect to the Property and ability to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Developer); or (b) such Person’s assets or funds that would materially affect the Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property prior to delinquency (to the extent the responsibility of the Developer); or (c) such Person’s compliance with continuing disclosure undertakings that would materially affect the Developer’s ability to comply with its obligations under the Developer’s Developer Continuing Disclosure Certificate). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

the Preliminary Official Statement; (d) in any way contesting or affecting the validity of the Special Taxes; or (e) which is reasonably likely to materially and adversely affect the Developer's ability to [MASTER DEVELOPER ONLY: develop and sell] [complete the development and sale of] the Property as described in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property prior to delinquency (to the extent the responsibility of the Developer).

5. As of the date of the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the information that is contained therein solely with respect to the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions of the Preliminary Official Statement entitled [MASTER DEVELOPER ONLY: "THE DISTRICT AND IMPROVEMENT AREA NO. 1—Environmental Matters—Environmental Permits and Requirements,"] "PROPERTY OWNERSHIP AND DEVELOPMENT STATUS[MASTER DEVELOPER ONLY: —The Master Developer," "—The One Lake Project," "—Development Agreement," "—Public Improvements Required for the One Lake Project," "—Acquisition Agreement," "—Master Developer Development Plan for Improvement Area No. 1" and "—Master Developer Financing Plan for Improvement Area No. 1]" and "CONTINUING DISCLOSURE—[MASTER DEVELOPER ONLY: Master Developer]" (excluding therefrom in all cases information regarding market value ratios and annual special tax ratios, and information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. Except as disclosed in the Preliminary Official Statement, there are no material loans that are outstanding and unpaid, and no material lines of credit of the Developer or its Affiliates, which are secured by an interest in the Property. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property prior to delinquency (to the extent the responsibility of the Developer).

7. To the Actual Knowledge of the Undersigned, the Developer is not aware that any of the Property has a current liability with respect to the presence of a substance that is presently classified as hazardous under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 or applicable State law or is adversely affected by the presence of endangered or threatened species or habitat for endangered or threatened species.

8. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District or the designation of the Improvement Area, to challenge the adoption of the District Resolutions, to invalidate the Community Facilities District or the Improvement Area or any

of the Bonds or any refunding bonds related thereto, or to invalidate the Special Tax liens imposed under the Law based on recordation of the notices of Special Tax lien relating thereto. The foregoing covenant shall not prevent the Developer or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation: (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies that are contained in the Rate and Method (as such term is defined in the Fiscal Agent Agreement) pursuant to which the Special Taxes are levied; (b) an action or suit with respect to the application or use of the Special Taxes levied and collected; or (c) an action or suit to enforce the obligations of the City and/or the Community Facilities District under the District Resolutions, the Fiscal Agent Agreement or any other agreements among the Developer or an Affiliate, the City and/or the Community Facilities District or to which the Developer or an Affiliate is a beneficiary or a party.

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

10. The Developer intends to comply with the provision of the Law relating to the notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

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

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

13. To the Actual Knowledge of the Undersigned, during the last five years, neither the Developer nor any Affiliate has, during the period of its ownership, been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property that is within the boundaries of a community facilities district or an assessment district in the State that: (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing; or (b) resulted in a foreclosure action being commenced in a court of law against the delinquent Developer or Affiliate.

14. The Developer has not filed for the reassessment of the assessed value of portions of the Property, other than in connection with the sale of homes to individual homebuyers.

15. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions or contingent liabilities by and among the Developer, its Affiliates or any contractors working on the development of the Property which are reasonably likely to materially and adversely affect the development of the Property as described in the Preliminary Official Statement or the payment of the Special Taxes that are due with respect to the Property prior to delinquency (to the extent the responsibility of the Developer).

16. Based upon the Developer's current development plans for the Property, including, without limitation, the current budget, and subject to economic conditions and risks that are generally inherent in the development of real property, including, but not limited to, the risks that are described in the Preliminary Official Statement under the captions "PROPERTY OWNERSHIP AND DEVELOPMENT STATUS" and "BOND OWNERS' RISKS," the Developer presently anticipates that it will have sufficient funds to [MASTER DEVELOPER ONLY: develop] [complete the development of] the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property prior to delinquency (to the extent the responsibility of the Developer). The Developer does not anticipate that the City will be required to resort to a draw on the 2020 Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Taxes. However, neither the Developer nor any of its Affiliates are obligated to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

17. Solely as to the limited information that is described in Paragraph 5 above concerning the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contract arrangements of the Developer and its Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City and the Community Facilities District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended (each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such Indemnified Party for any actual reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement by the Developer of a material fact or the omission of a material fact by the Developer in the above-referenced information in the Preliminary Official Statement, as of its date, or in any annual or semi-annual report or notice of significant event provided by the Developer pursuant to the Developer Continuing Disclosure Certificate, as of its date, that is necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made, not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification is believed by the Indemnified Party to be owed pursuant to the above paragraph,

such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure, and then only to the extent of such material prejudice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Developer thereof, the Developer shall retain counsel that is reasonably satisfactory to the Indemnified Party (who may be counsel to the Developer) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them under applicable law, rule or regulation determined by the appointed counsel in his or her professional opinion. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Developer agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that the Developer reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, the Developer shall be liable for any settlement of any proceeding effected without its written consent if: (1) such settlement is entered into more than 60 days after receipt by the Developer of such request; and (2) the Developer shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if the Developer is disputing such payment in good faith and shall have paid any amounts which are not in dispute). The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and to the extent that indemnification could have been sought hereunder by such Indemnified Party, unless such settlement: (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and as to which the Developer has an obligation to indemnify such Indemnified Party; and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

18. The Developer agrees to execute the Developer Continuing Disclosure Certificate at the time of issuance of the Bonds in substantially the form included in the Preliminary Official Statement.

19. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the Developer has actual knowledge which would cause the information under the captions of the Preliminary Official Statement that are described in Paragraph 5 hereof (and subject to the limitations and exclusions contained in Paragraph 5) to contain an untrue statement of a material fact or to omit to state a material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City and the Underwriter. If in the reasonable opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance that is reasonably satisfactory to counsel to the City and to the Underwriter.

20. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Appendix 1.

21. An appraisal of the taxable properties within the Improvement Area (the "**Appraisal Report**") was prepared by BBG, Inc. (the "**Appraiser**"). The Appraisal Report estimates the market value of the taxable properties within the Improvement Area as of August 1, 2021 (the "**Date of Value**"). To the Actual Knowledge of the Undersigned, taken in its entirety, all information that was submitted by, or on behalf of and authorized by, the Developer to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow in Appendix 2 attached hereto was true and correct in all material respects as of the Date of Value.

22. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have met with counsel to the Developer for the purpose of discussing the meaning of the contents of this Letter of Representations. The Developer acknowledges and understands that a variety of state and federal securities laws, including, but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Developer and that under some circumstances, certification as to the matters set forth in this Letter of Representations, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such securities laws.

The undersigned has executed this Letter of Representations solely in the undersigned's capacity as an officer of the Developer and the undersigned will have no personal liability arising from or relating to this Letter of Representations. Any liability that arises from or relates to this Letter of Representations may only be asserted against the Developer.

[DEVELOPER]

By: _____
Name: _____
Title: _____

APPENDIX 1

\$ _____
**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

CLOSING CERTIFICATE OF [DEVELOPER]

October __, 2021

City of Fairfield
1000 Webster Street
Fairfield, California 94533

City of Fairfield Community Facilities District No. 2019-1 (One Lake)
1000 Webster Street
Fairfield, California 94533

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the Improvement Area No. 1 of the City of Fairfield Community Facilities District No. 2019-1 (One Lake) Special Tax Bonds, Series 2021A (the “**Bonds**”) and to the Bond Purchase Agreement, dated September __, 2021 (the “**Purchase Agreement**”), by and between the City of Fairfield and Stifel, Nicolaus & Company, Incorporated, entered into in connection therewith. This Closing Certificate of [One Lake Holding, LLC, a Delaware limited liability company] [TRI Pointe Homes Holdings, Inc., a Delaware corporation] [Lennar Homes of California, Inc., a California corporation] [Brookfield Bay Area Holdings LLC, a Delaware limited liability company] (the “**Developer**”) is delivered by the Developer pursuant to the Purchase Agreement. Capitalized terms that are used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of [Developer] dated September __, 2021 (the “**Letter of Representations**”), delivered by the Developer.

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

1. The Developer has received the final Official Statement relating to the Bonds (the “**Final Official Statement**”). To the Actual Knowledge of the Undersigned, each statement, representation and warranty that was made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Final Official Statement and all references to the Developer Continuing Disclosure

Certificate shall be deemed to be references to the Developer Continuing Disclosure Certificate as executed by the Developer.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which affects the statements and information that are described in Paragraph 5 of the Letter of Representations (and subject to the limitations and exclusions contained in Section 5 of the Letter of Representations) relating to the Developer, its ownership of the Property, the Developer's development plan, the Developer's financing plan and contractual arrangements of the 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 that are contained in the Final Official Statement not misleading in any material respect.

3. The Developer has duly authorized the execution and delivery of the Developer Continuing Disclosure Certificate and is duly authorized to perform the obligations on its part to be performed thereunder, and the Developer Continuing Disclosure Certificate constitutes the legal, valid and binding obligations of the Developer, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other similar laws affecting the rights of creditors and certain equitable, legal or statutory principles affecting enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding of law or equity.

4. For the period through 25 days after the "end of the underwriting period" (as such term is defined in the Purchase Agreement to mean the Closing Date), if any event that relates to or affects the Developer, its ownership of the Property, the Developer's development plan, the Developer's financing plan and contractual arrangements of the Developer shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Final Official Statement in order to make the information under the captions of the Final Official Statement that are described in Paragraph 5 of the Letter of Representations (and subject to the limitations and exclusions contained in Section 5 of the Letter of Representations) not misleading, in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the information described in the captions of the Final Official Statement that are described in Paragraph 5 of the Letter of Representations (and subject to the limitations and exclusions contained in Section 5 of the Letter of Representations). Such amendment or supplement shall be in form and substance satisfactory to the Underwriter and counsel to the Community Facilities District and shall amend or supplement the Final Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact that is necessary in order to make the statements therein, in the light of the circumstances existing at the time the Final Official Statement is delivered to a purchaser, not misleading.

4. The undersigned has executed this Closing Certificate solely in the undersigned's capacity as an officer of the Developer and the undersigned will have no personal liability arising from or relating to this certificate. Any liability that arises from or relates to this Closing Certificate may only be asserted against the Developer.

[DEVELOPER]

By: _____
Name: _____

Title: _____
APPENDIX 2

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

EXCERPTS FROM THE APPRAISAL REPORT

EXHIBIT D

\$ _____
**IMPROVEMENT AREA NO. 1 OF THE
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2019-1 (ONE LAKE)
SPECIAL TAX BONDS, SERIES 2021A**

UNDERWRITER'S CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), 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. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.

(b) As set forth in the Bond Purchase Contract, dated September __, 2021, by and between the Underwriter and the Issuer, the Underwriter has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

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

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

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after September __, 2021 (the Sale Date), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Fairfield, California, for and on behalf of City of Fairfield Community Facilities District No. 2019-1 (One Lake).

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

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

(g) *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 September __, 2021.

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

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering their 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: October __, 2021

Schedule I

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

Schedule II

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)