

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

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BOND PURCHASE AGREEMENT

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January __, 2025

Community Facilities District No. 2021-2
(Riverpointe/Park Place) of the City of Riverside
c/o The City of Riverside
3900 Main Street
Riverside, CA 92501

Ladies and Gentlemen:

Hilltop Securities, Inc., as underwriter (the “Underwriter”) acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “Agreement”) with Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “District”) which, upon acceptance, will be binding upon the District and the Underwriter. This offer is made subject to its acceptance by the District on the date hereof, and it is subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance by the District. Capitalized terms that are used in this offer and not otherwise defined herein shall have the respective meanings ascribed to them in the Indenture (as hereinafter defined).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase the Bonds (defined below) for resale to investors in an arm’s length commercial transaction between the District and the Underwriter; (ii) the Underwriter has financial and other interest that differ than those of the District; (iii) is not acting as a municipal advisor, financial advisor or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided or is currently providing other services to the District on other matters); (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the District has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. the District hereby acknowledges that the Underwriter has provided to the District prior disclosures regarding its role as underwriter. The District has a municipal advisor, Fieldman, Rolapp & Associates, Inc., as municipal advisor to the District (the “Municipal Advisor”), in this transaction that has legal fiduciary duties to the District.

1. Purchase, Sale and Delivery of the Bonds. Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the District, and the District agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price (the “Purchase Price”) of \$_____ (equal to the par amount of the Bonds of \$_____, plus net original issue premium of \$_____, less an Underwriter’s discount of \$_____).

The Bonds shall be dated the Closing Date (as hereinafter defined), bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2025) at the rates per annum, and mature on the dates and in the principal amounts and shall be subject to redemption, all as set forth in Exhibit A hereto.

The Bonds will be issued by the District under the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the Government Code of the State of California) (the “Act”), a resolution adopted on January 7, 2025 (the “Bond Resolution”) by the City Council (the “City Council”) of the City of Riverside (the “City”) acting as the legislative body of the District.

The special taxes that provide a source of payment for the Bonds (the “Special Taxes”) will be levied on property within the District under Ordinance No. 7570 adopted by the City Council on September 7, 2021 (the “Ordinance”). In addition to the Ordinance, the City Council adopted the following in connection with initial formation of the District and the levy of the Special Taxes: (i) Resolution No. 23747 (the “Resolution of Intention to Form the District”); (ii) Resolution No. 23748 (the “Resolution of Intention to Incur Bonded Indebtedness”); and (iii) Resolution No. 23759 and Resolution No. 23760 (together, the “Resolution of Formation” and, collectively, the “Formation Resolutions and Ordinance”). Together, the Bond Resolution and the Formation Resolutions and Ordinance are referred to as the “Resolutions and Ordinance.”

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and be subject to redemption as provided in the Bond Indenture, dated as of February 1, 2025 (the “Indenture”) by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The proceeds of the sale of the Bonds will be used by the District to: (i) finance certain public improvements needed with respect to the development of property located within the District; (ii) fund a reserve account for the Bonds; and (iii) pay costs of issuance for the Bonds. Proceeds of the Bonds will be applied in accordance with the Indenture.

At 8:00 A.M., Pacific Daylight Time, on February __, 2025, or at such other time or date as shall be agreed upon by the Underwriter and the District (such time and date being herein referred to as the “Closing Date”), the District 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 assigned to them printed thereon), duly executed by the officers of the District as provided in the Indenture, and (ii) to the Underwriter, at the offices of Stradling Yocca Carlson & Rauth, LLP, Newport Beach, California, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in same day funds. The Bonds, as so registered, shall be made available

to the Underwriter for inspection not later than the second to last business day before the Closing Date. The delivery of and payment for the Bonds is herein referred to as the “Closing.”

2. Public Offering and Establishment of Issue Price. The Underwriter agrees to make an bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at the initial offering prices set forth on Exhibit A attached hereto and incorporated herein by reference. Subject to the paragraphs below, the Underwriter may change the initial offering prices as it deems necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to institutions at prices lower than those stated in Exhibit A.

The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District 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 B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined below), 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 District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the Municipal Advisor and any notice of report to be provided to the District may be provided to the Municipal Advisor.

[Except as otherwise set forth in Exhibit A attached hereto], the District 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 Agreement, the Underwriter shall report to the District 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 District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon the request of the District or Bond Counsel.] For clarity, and notwithstanding any other condition to Closing set forth in this Agreement, the sale of 10% of each maturity of the Bonds to the public prior to the Closing Date shall not be a condition to Closing.

[The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

The Underwriter shall advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable: (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the Closing Date may be a periodic intervals or otherwise upon request of the Underwriter and to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such terms being used as defined below), and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

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

The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds

to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

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

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

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

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

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

3. Official Statement. The District shall deliver or cause to be delivered to the Underwriter promptly after acceptance of this Agreement copies of the Official Statement relating to the Bonds, dated the date hereof (which, together with all exhibits and appendices included therein or attached thereto and with such amendments or supplements thereto which shall be approved by the Underwriter, the “Official Statement”). The District authorizes the Official Statement, including the cover page and appendices thereto and the information contained therein, to be used in connection with the sale of the Bonds and ratifies, confirms and approves the use and distribution by the Underwriter for such purpose, prior to the date hereof, of the Preliminary Official Statement dated [January] __, 2025 (the “Preliminary Official Statement”). The District authorized distribution (including the electronic distribution) of the Preliminary Official Statement and preparation and distribution of a final Official Statement pursuant to the Bond Resolution. The

District deems such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for information allowed to be omitted by Rule 15c2-12, and has executed a certificate to that effect in the form of Exhibit C. The District also agrees to deliver to the Underwriter, at the District’s sole cost and at such address as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 with Rule G-32 and all other applicable rules of the MSRB. The District agrees to deliver such copies of the Official Statement within seven (7) business days after the date hereof. Such Official Statement shall contain all information previously permitted to be omitted by Rule 15c2-12. The Underwriter agrees to give written notice to the District of the date after which the Underwriter shall no longer be obligated to deliver Official Statements pursuant to paragraph (b)(4) of Rule 15c2-12 which shall be no later than 25 days after the End of the Underwriting Period (as such term is hereinafter defined).

The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Successor Agency, in compliance with MSRB Rule G-32, and to take any and all other actions necessary to comply with applicable SEC rules and MSRB rules governing the offering, sale and delivery of the Bonds to the ultimate purchasers thereof.

In connection with the issuance of the Bonds, and in order to assist the Underwriter in complying with Rule 15c2-12, the District will execute a Continuing Disclosure Certificate dated the Closing Date (the “Continuing Disclosure Certificate”). The form of Continuing Disclosure Certificate is attached as Appendix F to the Preliminary Official Statement.

4. Representations, Warranties and Agreements of the District. The District hereby agrees with and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The District is duly organized and validly existing as a community facilities district under the laws of the State of California (the “State”), and has the full legal right, power and authority, among other things, upon satisfaction of the conditions in this Agreement and the Indenture, (i) to issue the Bonds as provided herein, and (ii) to secure the Bonds in the manner set forth in the Indenture.

(b) The City Council has the full legal right, power and authority to adopt the Resolutions and Ordinance, and the District has the full legal right, power and authority to: (i) enter into this Agreement, the Indenture, and the Continuing Disclosure Certificate, the Acquisition Agreement relating to the District, among the City, RCH-DME Park Place, LP [(“RCH”) and Beazer Homes Holdings, LLC, a Delaware limited liability company (“Beazer Homes”) dated September 1, 2021 (the “Acquisition Agreement”) (collectively, the “District Documents”); (ii) issue, sell and deliver the Bonds to the Underwriter as provided herein; and (iii) carry out and consummate all other transactions on its part contemplated by the Final Official Statement and each of the District Documents, and the District and the City Council have complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(c) The District has duly authorized: (i) the execution and delivery by the District of the Bonds and the execution, delivery and due performance by the District of its obligations under the District Documents; (ii) the distribution and use of the Preliminary Official Statement and execution, delivery and distribution of the Final Official Statement; and (iii) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the District in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The Resolutions and Ordinances have been duly adopted by the City Council and are in full force and effect; and the District Documents, when executed and delivered by the District and the other party thereto, will constitute a legal, valid and binding obligation of the District enforceable against the District in accordance with their terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

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

(f) The information (excluding information relating to The Depository Trust Company and its book-entry system, CUSIP numbers, information provided by the Underwriter and information under the captions "THE DISTRICT – Appraisal Report" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT" together, the "Excluded Information") contained in the Preliminary Official Statement is, and as of the Closing Date such information in the Final Official Statement will be true and correct in all material respects, and except for the Excluded Information as to which no view is expressed, the Preliminary Official Statement does not as of its date and the Final Official Statement will not as of the Closing Date contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) If, at any time up to and including twenty-five (25) days after the End of the Underwriting Period (as hereinafter defined), any event known to the officers of the District participating in the issuance of the Bonds occurs with respect to the District or the City as a result of which the Final Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter in writing of such event and shall provide a supplement to the Underwriter so that the Final Official Statement, as supplemented, does not contain an untrue statement or omit any material fact. Any information supplied by the District for inclusion in any amendments or supplements to the Final Official Statement will not contain any untrue or misleading statement of a material fact relating to the District or the City or omit to state any material fact relating to the District or the City necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As used herein, the term

“End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered 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 delivered pursuant to this provision shall be written notice delivered to the District 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) Neither the adoption of the Resolutions and Ordinance, the execution and delivery of the District Documents, nor the consummation of the transactions on the part of the District contemplated herein or therein or the compliance by the District with the provisions hereof or thereof will conflict with, or constitute on the part of the District, a violation of, or a breach of or default under, (i) any material indenture, mortgage, commitment, note or other agreement or instrument to which the District is a party or by which it is bound, (ii) any provision of the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the District or the City (or the members of the City Council or any of its officers in their respective capacities as such) is subject, that would have a material adverse affect on the ability of the District to perform its obligations under the District Documents.

(i) The District has not previously issued or entered into any obligation and the District has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Taxes.

(j) Except as is specifically disclosed in the Official Statement, to the best knowledge of the District, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the District or the District has been served with process or threatened, which in any way questions the powers of the City Council, the City or the District referred to in paragraph (b) above, or the validity of any proceeding taken by the City Council in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the District Documents, or which, in any way, could adversely affect the validity or enforceability of the Resolutions and Ordinance, the Bonds or the District Documents or, to the knowledge of the District, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under State tax laws or regulations.

(k) The District 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, the District 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.

(l) Any certificate signed by an official of the District authorized to execute such certificate and delivered to the Underwriter in connection with the transactions contemplated by

the District Documents shall be deemed a representation and warranty by the District to the Underwriter as to the truth of the statements therein contained.

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

(n) The Bonds will be paid from Net Taxes (as defined in the Indenture) received by the District and amounts held in certain funds and accounts established and pledged under the Indenture.

(o) The Special Taxes may lawfully be levied in accordance with the rate and method of apportionment of special tax of the District (the "Rate and Method"), the Resolutions and Ordinance as described in the Preliminary Official Statement and the Official Statement, and, when levied, will be secured by a lien on the property on which they are levied.

(p) The Indenture creates a valid pledge of, and first lien upon, the Net Taxes deposited thereunder, and the amounts held in certain funds and accounts established and pledged under the Indenture, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(q) Except as disclosed in the Final Official Statement, in the last five years, neither the City, nor the District, nor any other entity for which the City is the legislative body, has failed to comply with any undertaking under Rule 15c2-12 in any material respect.

5. 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 District 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 District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the District 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 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 Agreement, all such actions as, in the opinion of Stradling Yocca Carlson & Rauth LLP, bond counsel ("Bond Counsel") for the District, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices 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 District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), which judgment shall be formed (to the maximum extent reasonably practicable under the

circumstances) only after consultation with the Municipal Advisor, by reason of any of the following:

(i) 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; or

(ii) 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 other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or 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; or

(iii) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the validity or enforceability of the Special Taxes; or

(iv) 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 relating to the effective operation of the government of, or the financial community in, the United States the effect of which is such as to make it impracticable or inadvisable to proceed with the remarketing and redelivery of the Bonds as contemplated hereby or by the Official Statement; or

(v) 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

(vi) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions 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; or

(vii) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the remarketing, reoffering or redelivery of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(viii) 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 Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(ix) any proceeding shall be pending or threatened by the SEC against the District or the City; or

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

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

(xii) an amendment to the federal or State constitution shall be enacted or action taken by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the District, its property, income or securities (or interest thereon), the validity or enforceability of the Special Taxes or the ability of the District to issue the Bonds and levy the Special Taxes as contemplated by the Indenture, the Rate and Method, the Resolution of Formation, the Ordinance and the Official Statement; or

(xiii) the entry of any order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects development of the real property located in the District.

6. The obligation of the Underwriter to purchase the Bonds is subject (i) to the performance by the District of its obligations to be performed by it hereunder at and prior to the Closing; (ii) to the accuracy as of the date hereof and as of the time of the Closing of the

representations and warranties of the District; (iii) to the accuracy of, and in reliance on, the representations and covenants of: Beazer Homes contained in the Letters of Representations delivered in connection with the Preliminary Official Statement and Closing Certificates delivered as of the Closing Date, in substantially the forms attached hereto as Exhibit D, with such additional changes as may be agreed to by the Developer [or RCH, as applicable,] and the Underwriter, and (d) to the following conditions, including the delivery by the District of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement 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 by the Underwriter, and (ii) the District shall have duly adopted and there shall be in full force and effect such resolutions and ordinances (including, but not limited to, the Resolutions and Ordinance) as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

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

(c) On or prior to 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) A final approving opinion of Bond Counsel dated the Closing Date in the form attached to the Final Official Statement.

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

(i) the statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION - Sources of Payment for the Bonds," "INTRODUCTION - Description of the Bonds," "THE BONDS" (other than information relating to DTC and its book-entry only system and information in the section entitled "Debt Service Schedule", as to which no opinion need be expressed), "SOURCES OF PAYMENT FOR THE BONDS (except information mentioned in the section entitled "No Teeter Plan" as to which no opinion need be expressed)," and "TAX MATTERS," and in Appendices C and E thereto, excluding any material that may be treated as included under such captions by reference to other documents, insofar as such statements expressly summarize certain provisions of the Indenture, the Bonds, the Rate and Method and the form and content of Bond Counsel's final opinion are accurate in all material respects; and

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(3) A letter of Stradling Yocca Carlson & Rauth LLP addressed to the District and the Underwriter (“Disclosure Counsel”), to the effect that during the course of serving as Disclosure Counsel in connection with the issuance of the Bonds and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, assessed or appraised valuations, absorption schedules or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement, information regarding DTC, and the appendices to the Official Statement, as to which no opinion need be expressed), as of the date thereof or the Closing Date, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) A letter of Nixon Peabody LLP (“Underwriter’s Counsel”), dated the Closing Date, addressed to the Underwriter and in form and substance acceptable to the Underwriter.

(5) Certified copies of the Resolutions and Ordinance.

(6) The Official Statement, duly executed by the District.

(7) Evidence of recordation in the real property records of the County of Riverside of the Notice of Special Tax Lien relating to the District, in the form required by the Act.

(8) A certificate of Webb Municipal Finance, LLC, Riverside, California (“Special Tax Consultant”), in form and substance as set forth in Exhibit E hereto, dated as of the Closing Date.

(9) A certificate of the District, in form and substance as set forth in Exhibit F hereto, dated as of the Closing Date.

(10) Evidence that Form 8038-G has been executed by the District and will be filed with the Internal Revenue Service.

(11) Executed copies of the District Documents.

(12) A non-arbitrage certificate executed by the District in form and substance satisfactory to Bond Counsel.

(13) An opinion, dated the Closing Date and addressed to the Underwriter, of the General Counsel to the City, as counsel to the District, to the effect that:

(i) the District is duly organized and validly existing as a community facilities district under and by virtue of the Constitution and laws of the State (including the Act);

(ii) the City Council of the City, acting as legislative body of the District, has the full legal right, power and authority to adopt the Resolutions and Ordinance;

(iii) the Resolutions and Ordinance were duly adopted at meetings of the City Council, acting as legislative body of the District which were called and held under law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolutions and Ordinance are in full force and effect and have not been amended or repealed;

(iv) this Agreement and the Continuing Disclosure Certificate have been duly executed and delivered by, and constitute valid and binding obligations of, the District, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought; and

(v) to their best knowledge, based on reasonable due diligence, 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 with respect to which the City has been served with process or threatened, in any way affecting the existence of the City, the District or the titles of the District's officials to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds or the application of the proceeds thereof in accordance with the Indenture, or the collection or application of the Special Taxes to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the District Documents or any action of the District contemplated by any of said documents, or in any way contesting the completeness or accuracy of the Official Statement or the powers of the District or its authority with respect to the Bonds, the District Documents or any action on the part of the District contemplated by any of said documents, wherein an unfavorable decision, ruling, or finding could materially adversely affect the validity or enforceability of the Bonds or the District Documents;

(vi) the execution and delivery of the Bonds and the District Documents, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument of which the District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the District to perform its obligations under the Bonds or the District Documents; and

(vii) all approvals, consents, authorization, elections and orders of or filings or registrations with any 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 ability of the District, to perform its obligations under the Bonds or the District Documents, have been obtained or made, as the case may be, and are in full force and effect.

(14) A certificate of the Trustee in the form attached hereto as Exhibit G, and an opinion of its counsel in form and substance satisfactory to the Underwriter and Bond Counsel, each dated as of the Closing Date.

(15) A Letter of Representations from Beazer Homes addressed to the District and the Underwriter in connection with the printing of the Preliminary Official Statement, dated the date of the Preliminary Official Statement, and a Closing Certificate from of Beazer Homes addressed to the District and the Underwriter, dated the Closing Date, in the forms attached to this Bond Purchase Agreement as Exhibit D-1 and Exhibit D-2, respectively.

(16) A negative assurance letter or letters regarding the Final Official Statement from respective counsel to the Beazer Homes addressed to the District and the Underwriter in form and substance acceptable to Disclosure Counsel and the Underwriter.

(17) [Beazer Homes Continuing Disclosure Certificate from Beazer Homes substantially in the form attached to the Preliminary Official Statement as Appendix G.]

(18) A certificate of Steve G. White, MAI, the appraiser, in the form and substance attached hereto as Exhibit H.

(19) The executed Blanket Letter of Representations to The Depository Trust Company of the District.

(20) A report of proposed debt issuance, acknowledgement thereof and final report to the California Debt and Investment Advisory Commission with respect to the Bonds.

(21) 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 contained in the Preliminary Official Statement and the Official Statement, of the District's representations and warranties contained herein, and of the Developers' representations and warranties set forth in their certificates hereto and the due performance or satisfaction by the District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the County in connection with the transactions contemplated hereby and by the Official Statement.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this 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 Agreement, this Agreement shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 8 hereof shall continue in full force and effect.

7. Conditions of the District's Obligations. The District's obligations hereunder are subject to the Underwriter's performance of their 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 District executing the certificate referred to in Section 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 or the District Documents or the existence or powers of the District; and

(b) As of the Closing Date, the District shall receive the approving opinions of Bond Counsel and Underwriter's Counsel referred to in Section 6 hereof, dated as of the Closing Date.

8. 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 District shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the District's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to DTC, the cost of preparation, printing, distributing and delivering of the Indenture, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Trustee, Bond Counsel and any municipal advisor, special tax consultants, appraisers, accountants, engineers or any other experts or consultants the District retained in connection with the Bonds; and

(b) The District 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 Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

9. Notices. Any notice or other communication to be given to the District under this Agreement may be given by delivering the same in writing to the District, c/o 3900 Main Street, Riverside, CA 92501, Attention: Assistant City Manager/Chief Financial Officer/Treasurer. 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: Hilltop Securities Inc., 717 N. Harwood Street, Suite 3400, Dallas, TX 75201, Attention: Municipal Underwriting.

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

11. Survival of Representations, Warranties and Agreements. The representations, warranties and agreements of the District set forth in or made pursuant to this Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing 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 District and regardless of delivery of and payment for the Bonds.

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

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

14. Governing Law. This Agreement shall be governed by the laws of the State.

(Signature page follows)

15. Counterparts. This 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.

HILLTOP SECURITIES INC., as Underwriter

By: _____
Senior Vice President

Accepted:
_____, 2025, at _____ p.m. (Pacific)

**COMMUNITY FACILITIES DISTRICT NO.
2021-2 (RIVERPOINTE/PARK PLACE) OF
THE CITY OF RIVERSIDE**

By: _____
Assistant City Manager/Chief Financial
Officer/Treasurer of the
City of Riverside

EXHIBIT A

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The-Offering-Price Rule</u>
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REDEMPTION TERMS

Optional Redemption. The Bonds may be redeemed at the option of the District from any source of funds on any [Interest Payment Date] [date] on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Date</i>	<i>Redemption Price</i>
[September 1, 20__ and March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date	
Thereafter]	

Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date, and will be redeemed by the Trustee, from any amounts paid by the District to the Trustee and designated by the District as a prepayment of

Special Taxes for one or more parcels in the District made in accordance with the Rate and Method (the “Prepayments”) deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

<i>Redemption Date</i>	<i>Redemption Price</i>
Any Interest Payment Date from September 1, 2025 through March 1, 2032	103%
September 1, 2032 and March 1, 2033	102
September 1, 2033 and March 1, 2034	101
September 1, 2034 and any Interest Payment Date thereafter	100

See the caption “SPECIAL RISK FACTORS—Potential Early Redemption of Bonds from Prepayments or Other Sources” for a discussion of the potential for a lower than expected yield on the Bonds as a result of a special mandatory redemption from Special Tax prepayments.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established by the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date
(September 1)

Sinking Payments

\$

(maturity)

The Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established by the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date
(September 1)

Sinking Payments

\$

(maturity)

The Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established by the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date
(September 1)

Sinking Payments

\$

(maturity)

The Bonds maturing on September 1, 20__ (the “20__ Term Bonds”) will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established by the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date
(September 1)

Sinking Payments

\$

(maturity)

EXHIBIT B

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Hilltop Securities Inc. (“Hilltop”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Price.***

(a) 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.

(b) Hilltop offered the Hold-the Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A on or before the _____, 2025 (the “Sale Date”). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(c) Hilltop 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.

2. ***Defined Terms.***

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

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A 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 the Sale Date, or (ii) the date on which Hilltop 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 Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside.

(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) *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 Hilltop’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 Stradling Yocca Carlson & Rauth LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

HILLTOP SECURITIES INC.

By: _____

Name: _____

Dated: _____, 2025

SCHEDULE A

Maturity Date (<u>September 1</u>)	Principal Amount	Interest Rate	Yield	Price	General Rule Maturities	Hold-The- Offering- Price Maturities
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SCHEDULE B

Pricing Wire

EXHIBIT C

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Hilltop Securities Inc. (the “Underwriter”) that the undersigned is a duly appointed and acting officer of the City of Riverside (the “City”), the City Council of which is the legislative body for Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “Issuer” or the “District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) authorized to execute this Certificate, and further hereby certifies and confirms on behalf of the Issuer to the Underwriter as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside Special Tax Bonds, Series 2025 (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2025, setting forth information concerning the Bonds, the City and the District, as issuer of the Bonds (the “Preliminary Official Statement”).

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

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule and has been, and the information therein is accurate and complete in all material respects except for the Permitted Omissions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the ___ day of _____, 2025.

COMMUNITY FACILITIES DISTRICT NO.
2021-2 (RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE

By: _____
Authorized Officer

* *Preliminary, subject to change.*

EXHIBIT D-1

CLOSING CERTIFICATE OF BEAZER HOMES

**§ _____
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

_____, 2025

Community Facilities District No. 2021-2
(Riverpointe/Park Place) of the City of Riverside
Riverside, CA 92501

Hilltop Securities Inc.
Dallas, Texas 75201

Ladies and Gentlemen:

Reference is made to the above-captioned bonds (the “**Bonds**”) and to the Bond Purchase Agreement, dated January __, 2025 (the “**Bond Purchase Agreement**”), entered into in connection therewith. This Closing Certificate of Beazer Homes Holdings, LLC (the “**Closing Certificate**”) is delivered pursuant to the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of Beazer Homes Holdings, LLC (the “**Letter of Representations**”), dated _____, 2025, delivered by Beazer Homes Holdings, LLC, a Delaware limited liability company (the “**Developer**”).

The undersigned certifies that he or she 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, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement dated January __, 2025 relating to the Bonds (the “**Official Statement**”). To the actual knowledge of the Undersigned, each statement, representation and warranty 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 Official Statement.

2. To the actual knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations) relating to the Developer, its Relevant

Entities, ownership of the Property, the Developer's development plan as it relates to the Property, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Relevant Entities), which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**End of the Underwriting Period**" as defined in the Bond Purchase Agreement (provided the Developer may assume the End of the Underwriting Period is the Closing Date (as defined in the Bond Purchase Agreement), unless it receives written notice from the Underwriter that the End of the Underwriting Period is later than the Closing Date), if any event relating to or affecting the Developer, its Relevant Entities, 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 Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Relevant Entities) shall occur as a result of which it is necessary, in the opinion of the Underwriter, the District or counsel to the District, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement referenced in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4) of the Letter of Representations) not misleading in the light of the circumstances existing at the time it was delivered to a purchaser, the Developer shall reasonably cooperate with the District and the Underwriter in the preparation and publication of a supplement or amendment to the information described in the sections of the Official Statement referenced in paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations), in form and substance satisfactory to the Underwriter and the District which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT D-2
LETTER OF REPRESENTATIONS OF
BEAZER HOMES

_____, 2024

Community Facilities District No. 2021-2
(Riverpointe/Park Place) of the City of Riverside
c/o The City of Riverside
3900 Main Street
Riverside, CA 92501

Hilltop Securities Inc.
Dallas, Texas 75201

Ladies and Gentlemen:

Reference is made to the Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside Special Tax Bonds, Series 2025A (the “**Bonds**”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “**Bond Purchase Agreement**”). This Letter of Representations of Beazer Homes Holdings, LLC (the “**Letter of Representations**”) is delivered pursuant to and in satisfaction of Section 6(c)(15)) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Beazer Homes 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 a limited liability company duly organized and validly existing under the laws of the State of Delaware, registered to transact business as a foreign limited liability company 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 the Developer Continuing Disclosure Certificate to be executed by the Developer prior to the Closing (the “**Continuing Disclosure Certificate**”)] and (iii) to develop its property in Community Facilities District No. 2021-2 (Riverpointe/Park Place) (the “**District**”) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within the District is held in the name of the Developer (herein, 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's current expectation is that the Developer shall remain the party responsible for the construction and sale of homes within the Property. Except as disclosed in the Preliminary Official Statement, the Developer has not entered into an agreement for development or management of the Property by any other entity, except 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.

3. 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,¹ is pending against any current Relevant Entity² (with proper service of process to such Relevant Entities having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Relevant Entity (a) to restrain or enjoin the collection of the special tax levied on the Property by the District (the "Special Tax") or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the reserve fund established under the Indenture (herein, the "**Reserve Fund**")), (b) to restrain or enjoin the development of the Property as described in the Preliminary Official Statement, (c) to materially adversely affect the ability of the Developer to perform its obligations under the Continuing Disclosure Certificate, (d) in any way contesting or affecting the validity of the Special Tax, or (e) which is reasonably likely to materially and adversely affect the Developer's ability to develop and sell the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

4. As of the date of the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the information contained therein solely with respect to

¹ "**Actual Knowledge of the Undersigned**" means, as of the date of this Letter of Representations, the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Developer currently has or has obtained through (i) interviews with such current officers and responsible employees of the Developer and its Relevant Entities as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters 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 for the undersigned to obtain knowledge of the matters 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. Individuals who are no longer employees of the Developer and its Relevant Entities have not been contacted.

² "**Relevant Entity**" 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 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 (to the extent the responsibility of the Developer) prior to delinquency, 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 (to the extent the responsibility of the Developer) prior to delinquency. "**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 Developer, its Relevant Entities, 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 Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Relevant Entities) as set forth under the sections of the Preliminary Official Statement captioned "PROPERTY OWNERSHIPS AND DEVELOPMENT – Beazer Homes" [and "CONTINUING DISCLOSURE – Beazer Homes"] (but in all cases under all captions excluding therefrom (i) information regarding the Appraisal Report (as defined herein), market value ratios and annual special tax ratios, and (ii) 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 necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Except as described in the Preliminary Official Statement, there are no material loans outstanding and unpaid and no material lines of credit of the Developer or its Relevant Entities, that are secured by an interest in the Property. Neither the Developer nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities is currently in material default on any loans, lines of credit or other obligation related to the development of the Property or any other project which default is reasonably likely 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 Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

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

7. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Relevant Entities 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 District, to challenge the adoption of the ordinance of the District levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer 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 contained in the Rate and Method of Apportionment of Special Tax pursuant to which Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected or (c) an action or suit to enforce the obligations of the Water District

and/or the District under the District Resolutions, the Ordinance, the Indenture, or any other agreements among the Developer, a Relevant Entity, the City and/or the District or to which the Developer or a Relevant Entity is a party or beneficiary.

8. The Developer consents to the issuance of the Bonds. The Developer acknowledges that the proceeds of the Bonds are expected to be used as described in the Preliminary Official Statement.

9. The Developer intends to comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

10. 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.

11. [The Developer agrees to execute at Closing the Continuing Disclosure Certificate, substantially in the form attached as Appendix G to the Preliminary Official Statement, with such additional changes as may be agreed to by the Developer and the Underwriter. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware of any material failures by it or any Relevant Entity to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or any such Relevant Entity to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in southern California within the past five years.]

12. [To the Actual Knowledge of the Undersigned, execution and delivery of the Continuing Disclosure Certificate, and the performance by the Developer of its obligations under the Continuing Disclosure Certificate, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Developer, or any applicable law, regulation, judgment or decree.]

13. To the Actual Knowledge of the Undersigned, Relevant Entities of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Relevant Entity 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 Relevant Entities 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 which is reasonably likely to have a materially adverse impact on the ability

of the Developer to develop the Property as described in the Preliminary Official Statement, to perform its obligations under the Continuing Disclosure Certificate, or to pay the Special Tax or ad valorem tax obligations with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

14. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and its Relevant Entities have been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, to the Actual Knowledge of the Undersigned, during the last five years, neither the Developer nor any current Relevant Entity 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 included within the boundaries of a community facilities district or an assessment district in California 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 against the delinquent Developer or such Relevant Entity in a court of law.

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

16. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions or contingent liabilities by and among the Developer, its Relevant Entities or any contractors working on the development of the Property which is reasonably likely to materially and adversely affect the Developer's development of the Property as described in the Preliminary Official Statement, the performance of its obligations under the Continuing Disclosure Certificate, or the payment of the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

17. Based upon the current development plans, including, without limitation, the current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the section entitled "SPECIAL RISK FACTORS," the Developer presently anticipates that it will have sufficient funds to develop the Property as described in the Preliminary Official Statement and to pay Special Tax levied against the Property (to the extent the responsibility of the Developer) prior to delinquency and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Tax. However, the Developer is under no obligation to make any additional funds available to complete the development of the Property at any time, its Relevant Entities are under no obligation to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plans and financing plans for the Property at any time without notice.

18. An appraisal of the taxable properties within the District, dated November 12, 2024 the “**Appraisal Report**”), was prepared by STEPHEN G. WHITE, MAI. (the “**Appraiser**”). The Appraisal Report estimates the market value of the taxable properties within the District as of October 28, 2024 (the “**Date of Value**”). To the Actual Knowledge of the Undersigned, all information 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 or circled in Exhibit A attached hereto, was true and correct in all material respects as of the Date of Value.

19. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 4 herein (and subject to the limitations and exclusions set forth in Paragraph 4), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the Water District, the 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 reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions, or legal or other expenses, arise out of or are based upon any untrue statement 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, 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 may be sought 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 provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. 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 reasonably satisfactory to the Indemnified Party and approved thereby 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 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. 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 as set forth above. If the Developer shall, after receiving notice of the indemnification obligation of the Developer and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to retain counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of and at the risk of, the Developer. 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 a party and 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 (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.

20. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Relevant Entities, 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 Relevant Entities (including, if material to the Developer's development plan or the Developer's financing plan, loans of such Relevant Entities) shall occur of which the undersigned has actual knowledge which would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 4 hereof (and subject to the limitations and exclusions contained in Paragraph 4 hereof), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City, the District and the Underwriter and if in the 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 and the District in the preparation of an amendment or

supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City, the District and to the Underwriter.

21. 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 Exhibit D-2 to the Bond Purchase Agreement. If any event related to or affecting the Developer, its Relevant Entities, or the ownership, development, or sale of the Property occurs, as a result of which it is necessary to modify the Closing Certificate, the Developer agrees to deliver a new Closing Certificate revised to reflect such event.

22. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have had the opportunity to discuss with counsel to the Developer 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

BEAZER HOMES HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Execution Page of Letter of Representations of Beazer Homes Holdings, LLC]

EXHIBIT E

\$ _____
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A

CERTIFICATE OF SPECIAL TAX CONSULTANT

Webb Municipal Finance, LLC (“Special Tax Consultant”), Riverside, California was retained as Special Tax Consultant and assisted in the preparation of and has reviewed the Rate and Method of Apportionment Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “Rate and Method”) set forth in Appendix A to the Official Statement dated January __, 2025 (the “Official Statement”) relating to the above-referenced bonds (the “Bonds”) being issued by Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “District”). Based upon the Special Tax Consultant’s review of the Official Statement and such other documents as it deems relevant in the circumstances, the Special Tax Consultant hereby certifies that the Special Tax, if collected in the maximum amounts permitted under the Rate and Method, will generate as of the Closing Date and at buildout at least 110% of the gross annual debt service on the Bonds, plus the Administrative Expenses Cap, provided that the annual debt service figures on the attached debt service schedule and projected development and absorption information provided by [Beazer Homes and RCH] and their respective consultants, which were relied upon by Special Tax Consultant, are substantially true and correct.

Although the Special Tax if collected in the maximum amounts under the Rate and Method will generate at least 110% of the gross annual debt service payable with respect to the Bonds, plus the Administrative Expenses Cap each year, no representation is made herein as to actual amounts that will be collected in future years.

All information with respect to the Rate and Method and all other information sourced to the Special Tax Consultant in the Official Statement is true and correct as of the date of the Official Statement and as of the date hereof, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix A.

Dated: _____, 2025

WEBB MUNICIPAL FINANCE, LLC

By: _____

EXHIBIT F

\$ _____
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A

DISTRICT CLOSING CERTIFICATE

I hereby certify that I am the Assistant General Manager/Chief Financial Officer/Treasurer of the City of Riverside (the “City”), the City Council of which is the legislative body for Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside, (the “District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and that as such, I am authorized to execute this Certificate on behalf of the District in connection with the issuance of the above-referenced bonds (the “Bonds”).

I hereby further certify on behalf of the District that:

- (A) to my best knowledge, after reasonable inquiry, no litigation is pending with respect to which the District has been served with process or threatened (1) to restrain or enjoin the issuance of any of the Bonds or the collection of Net Taxes pledged under the Indenture; (2) in any way contesting or affecting the authority for the issuance of the Bonds or the validity or enforceability of the Bonds or the District Documents; or (3) in any way contesting the existence or powers of the District;
- (B) the representations and warranties made by the District in the Bond Purchase Agreement dated January __, 2025, between the District and Hilltop Securities, Inc. (the “Agreement”) are true and correct in all material respects on the Closing Date, with the same effect as if made on the Closing Date;
- (C) no event affecting the District has occurred since the date of the Official Statement that, as of the Closing Date, would cause any statement or information contained in the Official Statement under the captions “LITIGATION” to be incorrect or incomplete in any material respect or would cause the information contained under such caption in the Official Statement to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading;
- (D) as of the date hereof, the District Documents are in full force and effect in accordance with their terms and have not been amended, modified or supplemented except in such case as may have been agreed to by the Underwriter; and
- (E) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the District Documents prior to issuance of the Bonds.

Capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

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

Dated: _____, 2025

COMMUNITY FACILITIES DISTRICT NO.
2021-2 (RIVERPOINTE/PARK PLACE) OF THE
CITY OF RIVERSIDE

By: _____
Name:
Title:

EXHIBIT G

\$ _____

**COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A**

CERTIFICATE OF TRUSTEE

The undersigned hereby states and certifies that the undersigned is an authorized officer of Wilmington Trust Company, National Association, as trustee (the “Trustee”) under that certain Bond Indenture, dated as of February 1, 2025 (the “Indenture”), by and between Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “District”) and the Trustee, relating to the above-captioned bonds (the “Bonds”) and as such, is familiar with the following facts and is authorized and qualified to certify the following facts on behalf of the Trustee:

- (1) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Indenture.
- (2) The Indenture has been duly authorized, executed and delivered by the Trustee and the Bonds have been authenticated by a duly authorized representative of the Trustee in accordance with the Indenture.
- (3) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Trustee or threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Indenture or contesting the powers of the Trustee or its authority to enter into and perform its obligation under the Indenture.

Capitalized terms not defined herein have the same meaning as is set forth in the Bond Purchase Agreement relating to the Bonds.

Dated: _____, 2025

WILMINGTON TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By _____
Authorized Officer

EXHIBIT H

\$ _____
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(RIVERPOINTE/PARK PLACE)
OF THE CITY OF RIVERSIDE
SPECIAL TAX BONDS, SERIES 2025A

CERTIFICATE OF APPRAISER

The undersigned, on behalf of Stephen G. White, MAI (the “Appraiser”), was retained by the City of Riverside as Appraiser in connection with the issuance by Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside of the above-captioned bonds and has prepared the Appraisal Report dated as of November 12, 2024 (the “Appraisal”), and hereby certifies that:

1. The Appraiser is aware that acts and events may have occurred since the date of value of the Appraisal Report which could result in both positive and negative effects on market value, however, an updated appraisal has not been completed as of this date. or have come to the Appraiser’s attention that would materially change the opinions set forth in the Appraisal.

2. The Appraiser consents to the reproduction of the Appraisal as Appendix B to the Preliminary Official Statement dated January __, 2025 (the “Preliminary Official Statement”), and the Official Statement dated January __, 2025 (the “Official Statement”), and to the references to the Appraiser and the Appraisal made in the Preliminary Official Statement and the Official Statement.

3. The Appraisal attached to the Preliminary Official Statement and the Official Statement is a true and correct copy of such document.

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

Dated: _____, 2025

STEPHEN G. WHITE, MAI

By: _____
Authorized Officer