

ACQUISITION AGREEMENT

Relating to

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

Among

THE CITY OF RIVERSIDE

and

RCH-DME PARK PLACE, LP

and

BEAZER HOMES HOLDINGS, LLC

September 1, 2021

FUNDING AGREEMENT

COMMUNITY FACILITIES DISTRICT NO. 2021-2 (RIVERPOINTE/PARK PLACE)

This FUNDING AGREEMENT (the “Agreement”) is entered into the 1st day of September, 2021 by and among the CITY OF RIVERSIDE, a charter city and municipal organization organized and operating under the laws of the State of California (the “City”), and RCH-DME PARK PLACE, LP, a Delaware limited partnership (“RCH”) and BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company (“Beazer,” and, together with RCH, the “Owners”).

RECITALS

A. RCH is developing that certain real property located on approximately ____ gross acres (____ taxable) acres of land including Tract No. 32292 located in the City, commonly known as “Park Place” (the “Zone 1 Property”), and Beazer is developing that certain real property located on approximately ____ gross acres (____ taxable) acres of land including Tract No. 37626 located in the City, commonly known as “Riverpointe” (the “Zone 2 Property,” and, together with the Zone 1 Property, the “Property”).

B. The City established a community facilities district pursuant to the provisions of Chapter 2.5 (commencing with § 53311) of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982” (the “Act”), over and including the Property for the purpose of selling bonds, in one or more series (the “Bonds”), in an amount sufficient to finance the acquisition of land and improvements thereon for public use, and the design, planning, engineering, installation, and construction of certain public facilities and improvements, to be owned, operated or maintained by (i) the City (the “City Facilities”) to satisfy the obligation of the Property and the Owners for the payment of certain fees to the City, which are described generally in Exhibit A hereto, (ii) Riverside Unified School District (“Riverside USD”) and Alvord Unified School District (“Alvord USD,” and, together with Riverside USD, the “School Districts”) to satisfy the obligation of the Property and the Owners for the payment of certain fees to the City, which are described generally in Exhibit A hereto (the “School District Facilities,” and together with the City Facilities, the “Facilities”). The Facilities are necessary to the development of the Property. Said community facilities district shall be known as the “Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside (the “District”).

C. The purpose of this Agreement is to provide for the levy of special taxes (the “Special Taxes”) and the issuance and sale of the Bonds of the District secured by the Special Taxes to finance the acquisition of public land and public improvements, and the design, planning, engineering, financing, installation, and construction of the Facilities and expenses incidental thereto.

D. Capitalized terms not defined in this Agreement shall have the meanings set forth in Exhibit B hereto.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

Section 1. Establishment of District. The City undertook proceedings pursuant to the Act for the establishment of the District. Such proceedings included elections pursuant to Sections 53326, 53350 and 53353.5 of the Act on (i) the question of the issuance of the Bonds of the District to finance the acquisition of public land and public improvements, and the design, planning, engineering, construction management, and financing and the installation and construction or acquisition of the Facilities, (ii) the question of the annual levy of the Special Taxes on those portions of the Property subject to the Special Taxes to pay directly for the Facilities and to pay the principal of and interest on the Bonds and the annual administrative expenses of the City in levying and collecting such Special Taxes, paying the principal and interest on such Bonds and providing for the registration, exchange and transfer of such Bonds, including the fees of fiscal agents and paying agents, and any necessary replenishment of the reserve fund for such Bonds, and (iii) the question of the establishment of an appropriations limit for the District. All of the Facilities shall be authorized to be financed with the proceeds of Special Taxes and Bonds.

From time to time prior to the issuance of the Bonds, at the written request of the Owners, and subject to the Owners advancing funds as determined by the City as necessary to pay all costs related thereto in accordance with Section 4 below, the City shall use its reasonable best efforts to undertake proceedings which may be deemed necessary to amend the Rate and Method or to amend the boundaries of the District.

Section 2. Payment of City Impact Fees as Deposit. Owners shall timely pay in full all City impact fees which are chargeable upon issuance of a building permit. Any payment of City impact fees before proceeds of the Bonds become available shall be held on deposit by the City in a separate account used exclusively for City impact fees (the "Deposit Account"), and shall not be expended by the City, provided, however, earnings on the investment of funds in the Deposit Account shall be returned to the City.

Immediately upon the City receiving proceeds of the Bonds in accordance with this Agreement, the City shall return to each Owner, or such Owner's designee, all funds held in the Deposit Account. Bond proceeds shall be used as described below.

Section 3. Sale of Bonds. Upon Owners' written request, the City shall use its reasonable best efforts, as hereinafter provided, to issue and sell Bonds, in one or more series, in accordance with the provisions of this Agreement and the Guidelines. Each series of Bonds is expected to have a debt service amortization schedule matching the annual Special Taxes available for debt service pursuant to the Rate and Method and for a term of not less than thirty years nor more than thirty-three (33) years, for the purpose of raising an amount sufficient to pay for the acquisition of lands for public use and public improvements, and the design, planning, engineering, construction management, and financing, and the installation and construction or acquisition of the Facilities. In connection with the issuance of the first series of Bonds, the City on behalf of itself and the District shall establish criteria for the issuance of Additional Bonds which meet the criteria of the Guidelines. The timing of the issuance and sale of each series of Bonds, the aggregate principal amount thereof, and the terms and conditions upon which they shall be sold shall be as set forth in this Agreement and otherwise as determined by the City in its sole reasonable discretion after consultation with Owners. Not by way of limitation of the foregoing, the timing of the issuance and sale of the first series of Bonds and any Additional Bonds shall be as soon as reasonably practicable, as determined by the City in its sole reasonable discretion following consultation with its financial advisor, underwriter and other consultants and counsel after written request from Owners. Owners shall use its reasonable best efforts to cooperate with City in connection with any Bond sale.

The City Facilities shall be prioritized ahead of the School District Facilities. The School District Facilities may be financed from Bond proceeds and/or Special Taxes in accordance with the School District JCFA's.

Section 4. Advance of Certain Expenses. Owners shall pay and advance all of the costs reasonably associated with the establishment of the District. Owners shall deposit funds with the City for the City's reasonable out-of-pocket expenses associated with a sale of each series of Bonds, including, but not limited to, (i) the fees and expenses of any consultants and legal counsel to the City employed in connection with the issuance of the Bonds, including an engineer, special tax consultant, financial advisor, bond counsel and any other consultant deemed necessary or advisable by the City, (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed necessary or advisable by the City in connection with the issuance of the Bonds, (iii) the costs of publication of notices and other costs related to any proceeding undertaken in connection with the issuance of the Bonds, (iv) reasonable charges for City staff time incurred in connection with the issuance of the Bonds, including a reasonable allocation of City overhead expense, and (v) any and all other actual costs and expenses incurred by the City in connection with the issuance of the Bonds ("Reimbursable Expenses"). If the Bonds are issued by the District, the City shall reimburse Owners from proceeds of the Bonds, without interest, for the portion of the Reimbursable Expenses deposits that have been expended or encumbered, said reimbursement to be made from the proceeds of the Bonds on the date of issuance of the Bonds or as soon as reasonably possible thereafter and only to the extent otherwise permitted under the Act, and refund any unexpended or encumbered deposited amounts. If the Special Taxes are levied and collected, the City may reimburse Owners from the receipts of Special Taxes (net of amounts required to pay District administrative expenses), without interest, for the portion of the deposits paid by Owners that have been expended or encumbered, said reimbursement from receipts of Special Taxes to be made on or before the end of each fiscal year; provided, however, that the City may retain such collected Special Taxes in the amounts that it deems reasonably necessary to facilitate the issuance of the Bonds.

The City shall keep records of all Reimbursable Expenses advanced by the City pursuant to this Section 3, which records shall be available for inspection by Owners during regular business hours. The sole source of funds for reimbursement of any advance expenditure made by the City or Owners shall be the uncommitted and unexpended payments made by Owners to the City, proceeds of the Bonds, or Special Tax receipts as determined by the City.

Section 5. Tax Requirements. The timing of the sale of each series of Bonds, the nature of the investments in which the proceeds of the Bonds shall be invested, the duration of such investments, and the timing of the expenditure of such proceeds shall be as set forth in this Agreement and the applicable fiscal agent agreement (the "Fiscal Agent Agreement"); provided, that in all such matters City shall comply with the requirements of and limitations prescribed by the provisions of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code"), as amended, and the implementing regulations of the United States Department of the Treasury. The City shall not be required to take any such action which in the opinion of the City's bond counsel could result in the Bonds being classified by the United States Department of the Treasury as "arbitrage bonds" or which could otherwise result in the interest on the Bonds being included in gross income for purposes of Federal income taxation. Should any change in or regulatory interpretation of any such requirement or limitation which may occur after the date of this Agreement require or necessitate, in the reasonable opinion of such bond counsel, any action on the part of the City in order to avoid such a classification or loss of tax exemption, the City shall notwithstanding any provision of this Agreement, forthwith take such action. In the event the City fails to comply

with requirements set forth above in this Section 4, the City's liability is limited to the Special Tax revenues generated by the CFD.

Section 6. Priority and Allocation of Surplus Special Taxes and Bond Proceeds.

(a) Special Taxes Prior to the Issuance of Bonds. Prior to the issuance of Bonds, Special Taxes may be levied at the discretion of the City on each Assessor's Parcel of Developed Property pursuant to the Rate and Method in and following the first fiscal year in which the Assessor's Parcel is classified as Developed Property until the issuance of the final series of Bonds.

Prior to the issuance of the first series of Bonds, the proceeds of the Special Taxes shall be allocated in the following priority:

- (1) first, to pay all reasonable costs of administration of the District;
- (2) second, to pay eligible costs reasonably determined by the City to be necessary to facilitate the issuance of Bonds within the next six months; and
- (3) third, to fund any supplemental Special Tax reserve fund requirement reasonably required by the City in accordance with the Guidelines in addition to the reserve fund to be funded from Bond proceeds and subject to federal tax limitations; and
- (4) fourth, the amount remaining after payment of the amounts for (1), (2) and (3) shall be deposited in the Special Fund and disbursed to reimburse prior deposits paid by Owners to City, and then to fund any Facilities as may be determined by the City;

(b) Special Taxes Following the Issuance of Bonds. Following the issuance of the first series of Bonds and continuing until the issuance of the final series of Bonds, City shall levy Special Taxes on all Assessor's Parcels classified as Developed Property at the Assigned Special Tax amount pursuant to the Rate and Method or such lesser amount which complies with the Fiscal Agent Agreement. In years in which there is no levy of Special Taxes on Undeveloped Property, the priority for allocation of the Special Taxes collected from Developed Property shall be as follows:

- (1) first, to fund an amount up to the Priority Administrative Expense Requirement;
- (2) second, to pay principal and interest on outstanding Bonds and to replenish the reserve fund to the applicable reserve fund requirement;
- (3) third, to fund all actual administrative expenses in excess of the Priority Administrative Expense Requirement; and
- (4) fourth, all remaining amounts shall be deposited in the Special Fund and disbursed to fund directly the costs of the City Facilities as may be determined by the City, then the School District Facilities as may be determined by the Owners in accordance with the School District JCFA's, or to reduce special taxes in subsequent fiscal years.

(c) Bond Proceeds. The proceeds of all Bonds shall be allocated and disbursed according to the following priorities:

(1) first, to fund all costs of issuance of the Bonds including (i) a reserve fund for the Bonds which does not exceed the amount permitted under the Code or the Act, (ii) capitalized interest for at least the period required to collect sufficient Special Taxes through the annual levy, or a longer period requested by Owners, not to exceed an amount equal to two years interest, or such lesser amount as the City shall determine pursuant to the Guidelines, (iii) the underwriter's discount, (iv) the Reimbursable Expenses, and (v) bond counsel fees, disclosure counsel fees, financial advisor, appraisal and market absorption consultant fees, special tax consultant fees, fiscal agent or trustee fees and other typical and reasonable out-of-pocket expenses incurred by the City in connection with the issuance and sale of the Bonds;

(2) second, to reimburse, without interest, prior deposits paid by Owners to City pursuant this Agreement related to formation of the District and issuance of the bonds;

(3) third, fund the City Facilities for which special taxes were insufficient to pay. Funds in the City Facilities Account may be disbursed by the City to fund eligible City Facilities in the City's sole discretion. Earnings on the investment of funds in the Facilities Account shall remain in such accounts and disbursed for eligible costs; and

(4) fourth, fund the School District Facilities for which special taxes were insufficient to pay. Funds in the School District Facilities Account, and the Riverside USD and Alvord USD subaccounts therein, shall be disbursed to fund eligible School District Facilities in accordance with the School District JCFAs. Earnings on the investment of funds in the School District Facilities Account shall remain in such accounts or subaccounts and disbursed for eligible costs; and

(5) fifth, to fund any additional facilities of the City, which the City may designate in its discretion.

Section 7. Surplus Bond Proceeds. In the event that any surplus proceeds of the Bonds remain in the School District Facilities Account after all of the School District Facilities have been financed pursuant to this Agreement, said surplus shall be applied to redeem outstanding Bonds or to fund additional City Facilities as determined by the City.

Section 8. Indemnification. Owners, jointly and severally, shall promptly defend, indemnify and hold harmless the City, its officers, employees and agents, and each and every one of them, and the District from any and all claims, actions, liability, damages, losses, expenses and costs arising out of Owners' performance of, or failure to perform, its duties hereunder or by reason of, or arising out of, this Agreement; provided that the Owners shall not be required to indemnify or hold harmless any party for their negligence or willful misconduct.

Section 9. City Policies. Pursuant to the City's policies, including the Guidelines, with regard to the issuance and sale of bonds of community facilities districts, the total annual amount of special taxes to be levied on any parcel of property within a community facilities district and all other assessments and taxes which will be collected with respect to such property, must not exceed two percent (2%) of the fair market value of the property as determined by the County Assessor of Riverside County; provided that initially such fair market value will be based upon the estimated

sales prices for residences and commercial property. Also, the ratio of the appraised market value of all parcels of property within a community facilities district to the total amount of the assessment and special tax obligation thereof after the issuance and sale of bonds for the district (the “Value-to-Lien Ratio”) may not be less than four-to-one (4/1). Pursuant to the City’s policies, the fair market value of the property within a community facilities district for purposes of determining such ratio will be determined based upon an appraisal made by an appraiser selected by the City.

Section 10. Representations, Covenants and Warranties of Owners. Each Owner represents and warrants for the benefit of the City as follows:

A. Organization. Each Owner is duly organized and validly existing under the laws of the State of Delaware, is in good standing in the State and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

B. Authority. Each Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by each Owner.

C. Binding Obligation. This Agreement is a legal, valid and binding obligation of each Owner, enforceable against each Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

D. Compliance with Laws. Neither Owner shall commit, suffer or permit any act to be done in, upon or to the lands of such Owner in the District in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

E. Requests for Payment. Each Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Payment Requests, and (iii) it is responsible for supplying all receipts and documentation with respect to expenses eligible for reimbursement including City permits, fees and charges prior to such reimbursement request.

F. Additional Information. Each Owner agrees to cooperate with all reasonable written requests for nonproprietary information by the original purchasers of the Bonds or the City related to the status of construction of improvements within the District, the anticipated completion dates for future improvements, and any other matter material to the investment quality of the Bonds.

Section 11. Independent Contractor. Each Owner is an independent contractor and not the agent of the City or the District. This Agreement shall not and does not create a joint venture or partnership between the City and either Owner. The City shall have no responsibility or liability for the payment of any amount to any employee or subcontractor of either Owner.

Section 12. Special Taxes. The parties are entering into this Agreement and establishing the District for the purpose of creating a stream of Special Tax revenues that will be available to the District to pay directly the costs of acquisition, construction and/or equipping the Facilities and to pay debt service on the Bonds, the proceeds of which will be used to pay the costs of acquisition,

construction and/or equipping of the Facilities. Owners and City hereby acknowledge and agree (i) that any reduction or termination of the Special Taxes by exercise of the initiative power or other action would constitute a substantial impairment of the Special Tax revenue stream that Owners and City intend to create for the purpose of providing an assured source of funding for construction, acquisition and/or equipping of the Facilities, and (ii) that this Agreement is being entered into, and the Special Taxes are being imposed upon the Property pursuant to the Rate and Method, in accordance with existing laws relating to the imposition of fees and charges as a condition of Property development and such Special Taxes are being incurred as an incident of the voluntary act of development of the Property. To the fullest extent permitted by law, each Owner, for itself and for each of its successors and assigns as owners or lessees of all or any portion of the Property included in the District hereby waives any right to exercise the initiative power that may be authorized in California Constitution Article XIII C, Section 3, to reduce or appeal the Special Taxes.

Section 13. Disclosure of Special Taxes.

(a) From and after the date of this Agreement, each Owner and its successors and assigns shall give a “Notice of Special Tax” (as defined in Section 13(b) below) to each prospective purchaser of a parcel in the District and shall deliver a fully executed copy of each notice to District. Each Owner and its successors and assigns shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, and (ii) shall provide copies of each notice to District if requested by the District in writing. Each Owner and its successors and assigns shall include the Notice of Special Tax in all Owner’s and its successors’ and assigns’ applications for Final Subdivision Reports required by the Department of Real Estate (“DRE”) which are filed after the effective date of this Agreement.

Each Owner and its successors and assigns shall require of a builder acquiring lots (a “Residential Builder”), prior to the close of escrow on any residential lot, to (i) maintain records of each Notice of Special Tax for a period of five (5) years, (ii) provide copies of each notice to District promptly if requested in writing by the District, and (iii) include the Notice of Special Tax in all of such Residential Builder’s applications for Final Subdivision Reports required by DRE.

(b) With respect to any parcel, the term “Notice of Special Tax” means a notice in the form prescribed by California Government Code Section 53341.5 which is calculated to disclose to the purchaser thereof (i) that the property being purchased is subject to the Special Tax in which it is included; (ii) the classification of such property; (iii) the maximum annual amount of the Special Tax and the number of years for which it is authorized to be levied; and (iv) the types of facilities to be paid or with the proceeds of the Special Tax. Such Notice of Special Tax shall also disclose both the Special Tax A and the Special Tax B obligations.

(c) District will file with the Riverside County Recorder’s office a notice of special tax lien that gives notice of the existence of the District and the levy of the Special Tax on property within the District for the benefit of subsequent property owners, pursuant to requirements of Section 3114.5 of the Streets and Highways Code.

(d) Information Sheet and Sample Property Tax Bill. Each Owner and its successors and assigns shall prepare, in a form reasonably acceptable for the City, and place in its sales office a sample property tax bill which shows the special tax to be levied in a form approved by City. Each Owner and its successors and assigns shall provide prospective purchasers of homes an information sheet in the sales office in the form set forth in Exhibit C, which is available for such

purchasers to take with them. In addition, each Owner shall prominently display a notification of Special Tax.

Section 14. Termination and Dissolution. Prior to the issuance of Bonds, Owners may elect to terminate this Agreement and request that the City cancel the Special Taxes by providing written notice to the City. Within thirty (30) days of such written notice, City shall record a notice of cancellation of special taxes with respect to each parcel. Owners shall be responsible for reasonable City costs incurred relating to the cancellation of the Special Taxes and recordation of such notice; provided, however, that the City shall not terminate the Special Taxes for any lot for which a building permit has been issued, unless the applicable Owner pays all fees or posts separate security therefore. Such termination of this Agreement and cancellation of Special Taxes shall have no effect on such Owner's obligations to pay City impact fees upon issuance of a building permit.

Section 15. Binding on Community Facilities District. The District shall automatically become a party to this Agreement, and all provisions hereof which apply to the City shall also apply to the District. The City Council of the City, acting as the legislative body of the District, shall perform all parts of this Agreement which require performance on the part of the District.

Section 16. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Owners may assign this Agreement or any right or obligations hereunder to a corporation, limited partnership, or limited liability company created for the purpose of developing the property and which is under common control with owner (i.e., the same person or entity has controlling majority ownership in both Owner and the assignee) without the express prior written approval of the City; provided, however, that such assignment shall not become effective until there shall have been delivered to the City a written assignment and assumption agreement between such Owner and the assignee whereby such rights assigned are specified and such assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of such Owner under this Agreement and to be bound thereby. Otherwise, Owner may not assign its rights pursuant to this Agreement without the express written consent of the City Finance Director which shall not be unreasonably withheld.

Section 17. Prompt Action. All consents, approvals and determinations required of either the City or Owners pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld or conditioned.

Section 18. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for. This Agreement may only be amended by a subsequent written agreement signed on behalf of both parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement or the design and acquisition or construction of the Facilities, the party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorney's fees, expert witness fees, court costs and other costs incurred by it in prosecuting or defending such action or proceeding. The captions of the sections of this Agreement are provided for convenience only, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the date first above written.

CITY OF RIVERSIDE

By: _____
Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Bond Counsel

Approved as to form



Senior Deputy City Attorney

BEAZER HOMES HOLDINGS, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

RCH-DME PARK PLACE, LP,
a Delaware limited partnership

By: Park Place 48 GP, LLC
a California limited liability company,
its General Partner

By: _____
Roger Craig Hobbs, Manager

EXHIBIT A
DESCRIPTION OF FACILITIES

1. City Facilities

Preliminary List of Authorized City Fee Facilities

<i>City of Riverside Development Impact Fees</i>	<i>Per Unit</i>	<i>No. Units</i>	<i>Total</i>
ZONE 1			
Transportation Impact Fee			
Traffic and Railroad Signal Mitigation fee			
Storm Drain Fee			
Sewer Capacity Fee			
Sewer Permit to Connect Fee			
Regional Reserve Park Fee			
Local Park Fee			
Aquatic Facility Fee			
Trail Fees			
Water Backup Facility Capacity Charge (1" meter)			
Water Meter Charge (1" domestic meter)			
ZONE 2			
Transportation Impact Fee			
Traffic and Railroad Signal Mitigation fee			
Storm Drain Fee			
Sewer Capacity Fee			
Sewer Permit to Connect Fee			
Regional Reserve Park Fee			
Local Park Fee			
Aquatic Facility Fee			
Trail Fees			
Water Backup Facility Capacity Charge (1" meter)			
Water Meter Charge (1" domestic meter)			
Water Backup Facility Capacity Charge (1" irrigation meter)			
Water Meter Charge (1" irrigation meter)			

TOTAL CITY DIF

2. School District Facilities

The types of School District Facilities authorized to be financed shall be the facilities described in the School District JCFA's and authorized pursuant to the District formation and the Act.

EXHIBIT B

DEFINITIONS

The following terms shall have the meanings ascribed to them for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Fiscal Agent Agreement (as hereinafter defined).

“Additional Bonds” means any series of Bonds issued by or on behalf of the District after the first series of Bonds, in each case in compliance with and under supplements to the Fiscal Agent Agreement, which Additional Bonds shall be secured on a parity lien or subordinate lien position with other Bonds previously issued.

“Agreement” means this Agreement, together with any Supplement hereto.

“Act” means the Mello-Roos Community Facilities Act of 1982, Sections 53311 *et seq.* of the California Government Code, as amended.

“Alvord JCFA” means the Joint Community Facilities Agreement, by and among Alvord USD, the City and Beazer, dated as of September 1, 2021, as amended from time to time.

“Assessor’s Parcel” shall have the meaning ascribed to it in the applicable Rate and Method.

“Beazer” means Beazer Homes Holdings, LLC, a Delaware limited liability company, its successors and assigns.

“City Facilities” means facilities to be owned and operated by the City in lieu of development impact fees in the amounts set forth in Exhibit A hereto.

“City Facilities Account” means an account of the Improvement Fund established and administered pursuant to Fiscal Agent Agreement for issuance of the first series of Bonds by the Fiscal Agent for such Bonds from which funds may be disbursed at the City’s request for City Facilities.

“Deposits” means payments made by Owners to City for City costs relating to formation of the District and issuance of Bonds.

“Developed Property” shall have the meaning ascribed to it in the Rate and Method.

“Facilities” means, collectively, the City Facilities and the School District Facilities.

“Fiscal Agent” means the financial institution or other entity that enters into a Fiscal Agent Agreement with the City with respect to the Bonds.

“Fiscal Agent Agreement” means, collectively, any agreement or agreements by that or similar name to be executed by the City, for and on behalf of the District, and the fiscal agent, which will provide for, among other matters, the issuance of the Bonds and the establishment of an Improvement Fund as originally executed by the City and the fiscal agent and as it may be amended from time to time.

“Guidelines” means the City’s Recommended Land Secured Financing Guidelines, as the same may be amended and supplemented from time to time.

“Improvement Fund” means the Improvement Fund established by the Fiscal Agent Agreement for any series of Bonds issued on behalf of the District.

“Owners” means, collectively, RCH and Beazer.

“Priority Administrative Expense Requirement” means \$30,000 per year commencing in the first year of issuance of Bonds.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the District in accordance with the Act.

“RCH” means RCH-DME Park Place, LP, a Delaware limited partnership, its successors and assigns.

“Riverside JCFA” means the Joint Community Facilities Agreement, by and among Riverside USD, the City and RCH, dated as of September 1, 2021, as amended from time to time.

“School District Facilities” means facilities to be owned and operated by the Riverside USD or Alvord USD in accordance with the applicable School District JCFA.

“School District Facilities Account” means an account of the Improvement Fund established and administered pursuant to Fiscal Agent Agreement for issuance of the first series of Bonds by the Fiscal Agent for such Bonds from which funds may be disbursed at the applicable school district’s request for School District Facilities pursuant to the applicable School District JCFA.

“School District JCFAs” means, collectively, the Riverside JCFA and the Alvord JCFA.

“Special Fund” means a discrete, interest-bearing special fund of the City to be established and administered pursuant to this Agreement.

“Special Tax A” shall have the meaning set forth in the Rate and Method.

“Special Tax B” shall have the meaning set forth in the Rate and Method.

EXHIBIT C

CITY OF RIVERSIDE NOTICE OF SPECIAL TAX

Community Facilities District No. 2021-2 (Riverpointe/Park Place)

1. WHAT IS COMMUNITY FACILITIES DISTRICT (CFD) NO. 2021-2?

CFD No. 2021-2 (Riverpointe/Park Place) was formed pursuant to the “Mello-Roos Community Facilities Act of 1982” to finance certain public facilities.

2. WHO IS RESPONSIBLE TO PAY THE SPECIAL TAX AND HOW IS IT BILLED?

The property owner is responsible for paying the CFD No. 2021-2 (Riverpointe/Park Place) special tax, which will appear as two separate line items on your property tax bill along with your regular property taxes, one for Special Tax A (facilities) and Special Tax B (services).

3. HOW MUCH WILL MY SPECIAL TAX BE?

The special tax is based upon the size of the home. The assigned and maximum special taxes for CFD No. 2021-2 (Riverpointe/Park Place) for the 2022-23 Fiscal Year are summarized below.

Special Taxes:

Land Use Category	Taxable Unit	Residential Floor Area	Assigned Special Tax per DU or Acre
1. - Residential Property	DU		\$
2. - Residential Property	DU		
3. - Residential Property	DU		
4. - Residential Property	DU		
5. - Residential Property	DU		
6. - Residential Property	DU		
7. - Non Residential Property	Acre		

4. HOW LONG WILL I HAVE TO PAY THE CFD NO. 2021-2 SPECIAL TAX?

Special Tax A will not be collected after Fiscal Year 2061-62; Special Tax B has no termination date.

5. CAN THE SPECIAL TAXES BE PREPAID?

Homeowners have the option of prepaying the obligations with respect to Special Tax A anytime; Special Tax B cannot be prepaid. For Special Tax A prepayment information please contact the City of Riverside’s CFD No. 2021-2 (Riverpointe/Park Place) administrator, Webb Municipal Finance, LLC, 3788 McCray Street, Riverside, CA 92506.

6. WHERE CAN I GET MORE INFORMATION?

For more information in regards to CFD No. 2021-2, contact the City of Riverside’s CFD No. 2021-2 (Riverpointe/Park Place) administrator, Webb Municipal Finance, LLC, 3788 McCray Street, Riverside, CA 92506.

