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CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026

BOND PURCHASE AGREEMENT

[Pricing date], 2026

City of Manteca
1001 West Center Street
Manteca, California 95337
Attention: Matthew Boring, Finance Director

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc. (the “**Underwriter**”) offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the City of Manteca, California (the “**City**”), for and on behalf of the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) (the “**District**”), which, upon your acceptance of this offer, will be binding upon the City and the Underwriter. Capitalized terms used and not otherwise defined in this Purchase Agreement have the meanings given to them in the Fiscal Agent Agreement described below. This offer is made subject to the acceptance by the City of this Purchase Agreement on or before 11:59 p.m. local time on the date set forth above.

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

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

The Bonds are being issued by the City under the authority of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 et seq. of the California Government Code) (the “**Act**”), and a Resolution adopted on [April 7], 2026 (the “**Bond Resolution**”) by the City Council (the “**City Council**”) of the City acting as the legislative body of the District.

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

(i) Resolution No. R2025-167 of the City Council adopted September 2, 2025 (the “**Resolution of Formation**”),

(ii) Ordinance No. O2025-16, adopted by the City Council on September 16, 2025 (the “**Ordinance**”), and

The Bonds will be issued under a Fiscal Agent Agreement, dated as of April 1, 2026 (the “**Fiscal Agent Agreement**”), by and between the City, for and on behalf of the District, and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

The proceeds of the sale of the Bonds will be applied by the City in accordance with the Fiscal Agent Agreement to: (i) finance public improvements authorized to be funded by the District, (ii) fund a reserve fund for the Bonds, (iii) finance capitalized interest on the Bonds through September 1, 2026, and (iv) pay the costs of issuing the Bonds.

The Bonds shall be dated the Closing Date (as defined in Section 6 hereof), mature on the dates and in the principal amounts, bear interest (payable semiannually on March 1 and September 1 in each year commencing September 1, 2026, each such date an “**Interest Payment Date**”) at the rates, and be subject to redemption as set forth in Exhibit A hereto.

2. Public Offering and Establishment of Issue Price for the Bonds.

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

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver 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 J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Jones Hall LLP (“**Bond Counsel**”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by Urban Futures,

Inc., the City's municipal advisor (the "**Municipal Advisor**"), and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase 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, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(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.

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

(e) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is

a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

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

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

(f) The City 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.

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

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

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

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

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

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

The City has authorized and approved the Preliminary Official Statement relating to the Bonds, dated _____, 2026 (the “**Preliminary Official Statement**”), and the Official Statement, and consents to their distribution and use by the Underwriter in connection with the offer and sale of the Bonds. The City has deemed such Preliminary Official Statement final as of its date for purposes of the Rule, except for information allowed by the Rule to be omitted, and has executed a certificate to that effect in the form of Exhibit C hereto.

In connection with the issuance of the Bonds, and in order to assist the Underwriter in complying with the Rule, the City will execute and deliver a Continuing Disclosure Certificate (City) dated as of the Closing Date (the “**City Continuing Disclosure Certificate**”). The form of the City Continuing Disclosure Certificate is included in Appendix F to the Official Statement.

In connection with the issuance of the Bonds, K. Hovnanian will execute a Continuing Disclosure Certificate (Developer) (the “**Developer Continuing Disclosure Certificate**”) dated as of the Closing Date. A form of the Developer Continuing Disclosure Certificate is included in Appendix F to the Official Statement.

4. Representations and Warranties of the City. The City represents and warrants to the Underwriter that:

(a) The District is a community facilities district duly established and validly existing within the meaning of the Act, under the laws of the State of California (the “**State**”), including the Act.

(b) The City has the full legal right, power and authority upon satisfaction of the conditions in this Purchase Agreement and the Fiscal Agent Agreement (i) to issue the Bonds for the purposes specified in Section 1 hereof, and (ii) to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement.

(c) The City Council has the full legal right, power and authority to adopt the Bond Resolution, the Resolution of Formation, and the Ordinance, and the City has the full legal right, power and authority (i) to issue the Bonds for the purposes specified in Section 1 hereof and to secure the Bonds in the manner contemplated in the Fiscal Agent Agreement; (ii) to enter into this Purchase Agreement, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate (collectively referred to herein as the “**City Documents**”), (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the City Documents, and the City and the City Council have complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

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

(e) The Bond Resolution, the Resolution of Formation, and the Ordinance have been duly adopted by the City Council, and are in full force and effect; and the City Documents, when executed and delivered by the City and the other party or parties thereto, as applicable, will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or

similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(f) When delivered to the Underwriter, the Bonds will have been duly authorized by the City Council, as the legislative body of the District, and duly executed, issued and delivered by the City and will constitute legal, valid and binding obligations of the City, for the District, enforceable against the City in accordance with their terms, except to the extent the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. Further, the enforceability thereof is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California (including, but not limited to, rights of indemnification).

(g) The information contained in the Preliminary Official Statement did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact and did not, as of its date, and does not, as of the date hereof, omit to state a material fact necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement under the captions "THE DISTRICT—Development by K. Hovnanian" or "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

(h) The information contained in the Official Statement does not, as of its date, and will not, as of the Closing Date, contain any untrue statement of a material fact and does not, as of its date, and will not, as of the Closing Date, omit to state a material fact necessary to make the statements therein, not misleading (provided, however, that no representation or warranty is made with respect to the information contained in the Preliminary Official Statement or the Official Statement under the captions "THE DISTRICT —Development by K. Hovnanian" or "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

(i) If, at any time prior to the earlier of receipt of notice from the Underwriter that the Official Statement is no longer required to be delivered under the Rule and the Closing Date (as described in Section 6 below), any event known to the City occurs as a result of which the Official Statement, as then amended or supplemented, includes an untrue statement of a material fact or omits any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) None of the adoption of the Bond Resolution, the Resolution of Formation, and the Ordinance, the execution and delivery of the City Documents, the consummation of the transactions on the part of the City contemplated herein or therein and the compliance by the City with the provisions hereof or thereof will conflict in any material respect with, or constitute on the part of the City a material violation of, or a material breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the City 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 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 effect on the ability of the City to perform its obligations under the City Documents.

(k) The City has never been in default at any time, as to principal of or interest on any obligation which it has issued, which default may have an adverse effect on the ability of the City to consummate the transactions on its part under the City Documents, except as specifically disclosed in the Official Statement; and the City has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Special Tax Revenues (as defined in the Fiscal Agent Agreement and disclosed in the Official Statement) following issuance of the Bonds.

(l) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City has been served with process or known by the City to be threatened, which in any way questions the powers of the City Council or the City referred to in paragraphs (b) and (c) above, or the validity of any proceeding taken by the City Council in connection with the formation of the District and the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions on the part of the City contemplated by this Purchase Agreement, or of any other City Document, or which, in any way, could adversely affect the validity or enforceability of the Bond Resolution, the Ordinance, the Fiscal Agent Agreement, the Bonds or this Purchase Agreement or, to the knowledge of the officer of the City executing this Purchase Agreement or the City Attorney of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes, in any other way questions the status of the Bonds under California tax laws or regulations, challenges the validity of the Special Taxes, or which seeks to restrain or prohibit further development within the District.

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

(n) The City 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.

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

(p) The Special Taxes may lawfully be levied in accordance with the Rate and Method of Apportionment of Special Taxes for City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) (the “**Rate and Method**”) and the Ordinance, and, when levied, the Special Taxes so levied will be secured by a lien on the property on which they are levied.

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

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

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

6. Delivery of the Bonds. At 9:00 a.m. local time on [Closing date], 2026 (the “**Closing Date**”) or at such other time or date as are mutually agreed upon by the City and the Underwriter, the City will deliver or cause to be delivered (i) to The Depository Trust Company (“**DTC**”) through the Fiscal Agent via the F.A.S.T. delivery book-entry system of DTC the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. as nominee of DTC and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City and authenticated by the Fiscal Agent, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Bond Counsel, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents mentioned in Section 8 hereof; and the Underwriter shall pay the purchase price of the Bonds in immediately available funds payable to the order of the Fiscal Agent for the account of the City (such delivery and payment being herein referred to as the “**Closing**”).

The Bonds will be delivered initially in denominations equal to the principal amount of each maturity thereof and will be made available for checking by the Underwriter at such place as the Underwriter and the City shall agree not less than 24 hours prior to the Closing Date.

7. Cancellation by the Underwriter. The Underwriter shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date in the Underwriter’s sole and reasonable judgment any of the following events shall occur (each a “Termination Event”):

(a) the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement or the ability of the Underwriter to enforce contracts for the

sale of Bonds shall have been materially adversely affected by reason of any of the following:

(i) the House of Representatives, the Senate of the Congress of the United States or the legislature of the State, or a committee of any thereof, has legislation pending before it, or passes or recommends favorably, legislation introduced previous to the date hereof, or legislation is recommended for passage by the President of the United States, which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Fiscal Agent Agreement or upon interest received on obligations of the general character of the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation or state taxation; or

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

(iii) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iv) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(v) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then

in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the District shall have occurred; or

(b) a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds or the execution and delivery of the Fiscal Agent Agreement as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

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

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

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

(f) any investigation or proceeding is pending or threatened by the Securities and Exchange Commission against the City or the District; or

(g) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or State agency or the Congress of the United States, or by Executive Order; or

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

(i) a material disruption in securities settlement, payment or clearance services affecting the Bonds; or

(j) the occurrence of an event listed in subparagraphs (j) and (l) to Section 4 hereof; or

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

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Purchase Agreement shall terminate, without further liability, except that the respective obligations to pay expenses, as provided in Section 11 shall continue in full force and effect.

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

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

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

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

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

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

(A) the statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE 2026 BONDS" (other than information relating to DTC and its book-entry only system, as to which no opinion need be

expressed), “SECURITY FOR THE 2026 BONDS” and “TAX MATTERS,” and in Appendices B and E thereto, are accurate insofar as such statements expressly summarize certain provisions of the Bonds, the Fiscal Agent Agreement and Bond Counsel’s opinion concerning certain federal tax matters relating to the Bonds;

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

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

(iii) A letter of Jones Hall LLP, as disclosure counsel to the City in connection with the Bonds (“**Disclosure Counsel**”), addressed to the Underwriter, to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, they have no reason to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official Statement as of its date and as of the Closing Date (excluding therefrom any CUSIP numbers, financial statements and other statistical and financial data, projections, estimates, assumptions and expressions of opinion, and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, and statements contained in Appendices A and C, as to which no view need be expressed) contained or contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) The Preliminary Official Statement and the Official Statement (the latter executed on behalf of the City by a duly authorized officer of the City).

(v) Certified copies of all resolutions relating the formation of the District, the Bond Resolution, the Resolution of Formation, and the Ordinance.

(vi) Evidence of recordation in the real property records of the County of San Joaquin of the Notice of Special Tax Lien, and any amendments thereto, in the form required by the Act and the Rate and Method.

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

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

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

(x) A tax certificate, arbitrage certificate, and/or use of proceeds certificate in form satisfactory to Bond Counsel.

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

(A) the City is duly organized and validly existing under the laws of the State;

(B) the District is duly organized and existing pursuant to the Act;

(C) by all necessary official action, the City has duly approved the issuance of the Bonds, this Purchase Agreement, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate, and authorized the execution and delivery of, and the performance by the City of the obligations on its part contained therein; and this Purchase Agreement, the Fiscal Agent Agreement and the City Continuing Disclosure Certificate have been duly executed and delivered by the City;

(D) All resolutions adopted by the City Council with respect to the formation of the District, and the issuance of the Bonds, including the Bond Resolution, the Resolution of Formation, and the Ordinance, were each duly adopted at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and resolutions and ordinance are in full force and effect and have not been modified, amended or rescinded;

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

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

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

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

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

(xv) A certificate of Integra Realty Resources, Sacramento, California (the “**Appraiser**”), in the form attached hereto as Exhibit E, along with copies of its appraisal report in the form attached to the Official Statement as Appendix C (the “**Appraisal Report**”).

(xvi) An executed copy of the Developer Continuing Disclosure Certificate.

(xvii) An executed Letter of Representations from K. Hovnanian, dated the date of the Preliminary Official Statement, in the form attached hereto as Exhibit F, with such changes as may be approved by the Underwriter.

(xviii) A certificate of K. Hovnanian dated the Closing Date in substantially the form attached hereto as Exhibit G, with such changes as may be approved by the Underwriter.

(xix) A negative assurance letter of counsel to K. Hovnanian in the form attached hereto as Exhibit H, addressed to the City and the Underwriter, with such changes as may be approved by the Underwriter.

(xx) An opinion of Stradling Yocca Carlson & Rauth LLP, as counsel to the Underwriter, in form and substance acceptable to the Underwriter.

(xxi) A certificate of NBS Government Finance Group (the “**Special Tax Consultant**”) in the form attached hereto as Exhibit I.

(xxii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 11 hereof shall continue in full force and effect.

9. Conditions to the Obligations of the City. The obligations of the City to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the City, to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing Date, and to the delivery by Bond Counsel and Disclosure Counsel of the opinion and the letter, respectively, described in Sections 8(c)(i) and (iii) above.

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

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

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Special Tax Consultant, the Municipal Advisor, the Fiscal Agent, the Appraiser, Bond Counsel and Disclosure Counsel, any entity retained by the City to perform continuing disclosure compliance research or provide continuing disclosure compliance reports and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission; the fees and expenses of its counsel, MSRB and the CUSIP Bureau; any reports by any entity retained by the Underwriter for the purpose of determining compliance by the City with the Rule; 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 any advertising expenses.

12. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the following: Samuel A. Ramirez & Co., Inc., 633 West Fifth Street, Suite 2693, Los Angeles, California 90071; Attention: Public Finance.

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

14. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed in the State.

15. Effectiveness. This Purchase Agreement shall become effective upon acceptance hereof by the City.

[Signature Page Follows]

16. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SAMUEL A. RAMIREZ & CO., INC.

By: _____
Authorized Officer

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

CITY OF MANTECA, CALIFORNIA, for
and on behalf of the CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO.
2025-1 (INDELICATO FACILITIES AND
SERVICES)

By: _____
Matthew Boring, Finance Director

Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

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

^T Term Bonds.

^c Priced to optional redemption date of September 1, 20__ at par.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <i>Redemption Dates</i> | <i>Redemption Price</i> |
|---|-------------------------|
| September 1, 20__ through August 31, 20__ | |
| September 1, 20__ through August 31, 20__ | |
| September 1, 20__ through August 31, 20__ | |
| September 1, 20__ and any date thereafter | |

Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the redemption date, without premium, in the aggregate respective principal amounts all as set forth in the following table:

| <i>Sinking Fund Redemption Date (September 1)</i> | <i>Principal Amount Subject to Redemption</i> |
|---|---|
| 20__ | |
| 20__ | |
| 20__ | |
| 20__ | |
| 20__ (maturity) | |

Provided, however, if some but not all of the Term Bonds have been redeemed as provided under the captions “—Optional Redemption” or “—Redemption from Special Tax Prepayments,” the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of Term Bonds so redeemed, to be allocated among such sinking fund payments on a pro rata basis in integral multiples of \$5,000 as determined by the Fiscal Agent, notice of which determination (which shall consist of a revised sinking fund schedule) shall be given by the City to the Fiscal Agent.

Redemption from Special Tax Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <i>Redemption Dates</i> | <i>Redemption Price</i> |
|--|--------------------------------|
| Interest Payment Dates through and including 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 | |

EXHIBIT B

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

CITY CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the City Manager of the City of Manteca, California, the City Council of which is the legislative body for the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services), 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 City in connection with the issuance of the above-referenced City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) Special Tax Bonds Series 2026 (the “Bonds”).

I hereby further certify on behalf of the City that:

(A) the representations and warranties made by the City in the Bond Purchase Agreement, dated as of [Pricing date], 2026 (the “Purchase Agreement”) by and between the City, for and on behalf the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services), and Samuel A. Ramirez & Co., Inc. (the “Underwriter”) are true and correct in all material respects on the date hereof, with the same effect as if made on the date hereof;

(B) no event has occurred since the date of the Official Statement that, as of the date hereof, would cause any statement or information contained in the Official Statement to be incorrect or incomplete in any material respect or would cause the information 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, provided, however, that no certification is made with respect to the information contained in the Official Statement under the captions “THE DISTRICT—Development by K. Hovnanian” or “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT”;

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

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

Capitalized terms used in this Certificate and not defined herein have the meanings set forth in the Purchase Agreement.

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

Dated: [Closing date], 2026

CITY OF MANTECA, CALIFORNIA

By: _____
City Manager

EXHIBIT C

§ _____ *

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

RULE 15C2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the duly appointed and acting Finance Director of the City of Manteca, California (the “City”) and, as such, is duly authorized to execute and deliver this Certificate on behalf the City in connection with the issuance of the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) Special Tax Bonds Series 2026 (the “Bonds”) and further hereby certifies as follows:

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

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2026, setting forth information concerning the Bonds and the City (the “Preliminary Official Statement”).

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

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

IN WITNESS WHEREOF, I have executed this Rule 15c2-12 Certificate as of _____, 2026.

CITY OF MANTECA

By: _____
Finance Director

* Preliminary, subject to change.

EXHIBIT D

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

CERTIFICATE OF FISCAL AGENT

The undersigned hereby states and certifies that the undersigned is an authorized officer of U.S. Bank Trust Company, National Association, which is acting as Fiscal Agent (the “Fiscal Agent”) under that certain Fiscal Agent Agreement, dated as of April 1, 2026 (the “Fiscal Agent Agreement”), each by and between the City of Manteca, California (the “City”), for and on behalf of the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services), and the Fiscal Agent 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 Fiscal Agent:

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

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

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

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

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

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

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

Dated: [Closing date], 2026

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Officer

EXHIBIT E

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

CERTIFICATE OF APPRAISER

The undersigned, on behalf of Integra Realty Resources (the “Appraiser”), has prepared an “Appraisal Report” with a date of value of February 11, 2026 (the “Appraisal Report”) regarding the value of parcels of real property and related improvements (the “Appraised Property”) within City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) that are subject to the levy of special taxes, and certifies that:

1. The assumptions made in the Appraisal Report are reasonable. The Appraisal Report fairly and accurately described, as of February 11, 2026, the market values of the Appraised Property.
2. The Appraiser is not aware of any event or act that occurred since February 11, 2026, which, in its opinion, would materially and adversely affect the conclusions as to the market value of the Appraised Property.
3. The Appraiser consents to the reproduction of the Appraisal Report as Appendix C to the Preliminary Official Statement dated _____, 2026 (the “Preliminary Official Statement”), and the Official Statement dated [Pricing date], 2026 (the “Official Statement”), each with respect to the above-referenced bonds, and to the references to the Appraiser, the Appraisal Report made in the Preliminary Official Statement and the Official Statement.
4. The Appraiser has reviewed the Preliminary Official Statement and the Official Statement, and the statements concerning the Appraisal Report and the value of the Appraised Property contained in the Preliminary Official Statement and the Official Statement are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
5. A true and correct copy of the Appraisal Report is attached as Appendix C to the Preliminary Official Statement and as Appendix C to the Official Statement.
6. The Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission and dated July 2004.

Dated: [Closing date], 2026

INTEGRA REALTY RESOURCES

By: _____
Its: _____

EXHIBIT F

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

**LETTER OF REPRESENTATIONS OF K. HOVNIANIAN HOMES NORTHERN
CALIFORNIA, INC.**

Dated: _____, 2026

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to the Bond Purchase Agreement (the “**Purchase Agreement**”) to be executed by and between the City of Manteca (the “**City**”), and Samuel A. Ramirez & Co., Inc. (the “**Underwriter**”), K. Hovnianian Homes Northern California, Inc., a California corporation (the “**Landowner**”), hereby represents, warrants and covenants to the City and the Underwriter as of the date hereof that:

1. The Landowner is duly formed and validly existing under the laws of the State of California and has all requisite right, power and authority to: (i) execute and deliver this Letter of Representations of K. Hovnianian Homes Northern California, Inc. (“**Letter of Representations**”) and its Continuing Disclosure Certificate (K. Hovnianian) dated as of the date of delivery of the Bonds (“**Continuing Disclosure Certificate**”); and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) (the “**District**”) is held in the name of the Landowner or Brookfield Holdings (Indelicato) LLC, a Delaware limited liability company (the “**Brookfield Landbank**”) (herein, the “**Property**”). Pursuant to a landbank option arrangement between Landowner and Brookfield Landbank (the “**Option Agreement**”), Landowner acquired lots within the District from Brookfield Landbank and has an option to acquire additional lots within the District from Brookfield Landbank pursuant to the Option Agreement, as described in the Preliminary Official Statement. Except as otherwise described in the Preliminary Official Statement, the Landowner is the party responsible for the development (i.e., the construction of homes) of the portion of the Property it acquires from Brookfield Landbank.

3. The Landowner has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the Continuing Disclosure Certificate and the performance by the Landowner of its obligations thereunder.

4. As of the date thereof, to the Actual Knowledge of the Undersigned,¹ the Preliminary Official Statement, solely with respect to information contained therein with respect to the

¹ As used in this Letter of Representations, the term “**Actual Knowledge of the Undersigned**” means the actual (as opposed to constructive or imputed) knowledge that the undersigned currently has as of the date of this Letter of Representations or has obtained through (i) discussions with such current officers and responsible employees of the Landowner and its Affiliates (or its members or agents) as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and (ii) a review of such documents that were

Landowner, its Affiliates,² ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, other loans of such Affiliates) as set forth under the captions "INTRODUCTION—Property Subject to the Special Tax," "THE DISTRICT — Description and Location," and "—Development by K. Hovnanian," "THE FACILITIES," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," and "CONTINUING DISCLOSURE— K. Hovnanian" (excluding therefrom information received from a source other than the Landowner), 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 disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Landowner and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "**Material Agreements**") to which the Landowner is a party or is otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner's ability to complete the development of the portion of the Property it owns currently or hereafter acquires from Brookfield Landbank as described in the Preliminary Official Statement or to pay prior to delinquency the Special Taxes that are due with respect to the Property during the term of the Option Agreement and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, the Landowner is not in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Landowner's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay prior to delinquency the Special Taxes that are due with respect to the Property during the term of the Option Agreement. Notwithstanding the foregoing, and as described in the Preliminary Official Statement, no assurance can be given that K. Hovnanian will continue to exercise its option to acquire additional lots within the Property.

reasonably available to the undersigned and which the undersigned has determined were reasonably necessary 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 Landowner's current business and operations. The individual signing this Letter of Representations has not contacted any individuals who are no longer employed by or associated with the Landowner and its Affiliates.

² As used in this Letter of Representations, the term "**Affiliate**" means, with respect to the Landowner, any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Landowner, 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 regarding such Person's assets or funds that would materially affect the Landowner's development plans with respect to its Property as described in the Preliminary Official Statement or to pay prior to delinquency its Special Taxes that are due with respect to the portion of the Property then owned by, or under option to, the Landowner. "**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.

7. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes 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 amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner or any Affiliate in any way from bringing any 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 Taxes for the District pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under any agreements among the Landowner or any Affiliate, the City and/or the District or to which the Landowner or any Affiliate is a party or beneficiary.

8. To the Actual Knowledge of the Undersigned, within the last five years, neither the Landowner nor any of its Affiliates 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 in California owned by the Landowner or any such Affiliate included within the boundaries of a community facilities district or an assessment district in California (i) that caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (ii) that resulted in a foreclosure action being commenced against the delinquent Landowner or Affiliate by a court filing.

9. If, between the date hereof and the Closing Date any material event relating to or affecting the Landowner, ownership of the Property, the Landowner's development plan with respect to the Property, the Landowner's financing plan with respect to the Property, the Landowner's lenders, if any, and contractual arrangements of the Landowner shall, to the Actual Knowledge of the Undersigned, occur which the undersigned believes would cause the information under the section of the Preliminary Official Statement indicated in Paragraph 4 hereof (subject to the limitations and exclusions set forth in Paragraph 4), 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 undersigned shall notify the City and the Underwriter and if in the reasonable opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Landowner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City, the Underwriter, and the Landowner.

10. On behalf of the Landowner, the undersigned has reviewed the contents of this Letter of Representations and has met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

[Remainder of Page Intentionally Left Blank]

The individual executing this Letter of Representations on behalf of the Landowner does so solely in his or her capacity as an authorized officer or representative of the Landowner, and he or she will have no personal liability arising from or relating to this Letter of Representations. Any claims or liability arising from or relating to this Letter of Representations may only be asserted against the Landowner.

Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Purchase Agreement.

K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT G

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

CLOSING CERTIFICATE OF K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.

[Closing date], 2026

Reference is made to the City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) Special Tax Bonds Series 2026 (the “**Bonds**”) and to the Bond Purchase Agreement, dated [Pricing date], 2026 (the “**Purchase Agreement**”), entered into in connection therewith. This Closing Certificate of K. Hovnanian Homes Northern California, Inc. (the “**Closing Certificate**”) is delivered by K. Hovnanian Homes Northern California, Inc., a California corporation (the “**Landowner**”), pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Letter of Representations of K. Hovnanian Homes Northern California, Inc., dated _____, 2026 (the “**Letter of Representations**”) or the 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 the Landowner, and the undersigned, on behalf of the Landowner, further certifies as follows:

1. The Landowner has received the final Official Statement relating to the Bonds, dated [Pricing date], 2026 (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 that materially affects the statements and information described in Paragraph 4 of the Letter of Representations (subject to the limitations and exclusions set forth in Paragraph 4 of the Letter of Representations) relating to the Landowner, its Affiliates, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Landowner’s lenders, if any, and contractual arrangements of the Landowner that, if not disclosed in the Official Statement for the purposes for which it is to be used, would make such statements and information contained in the Official Statement materially misleading.

3. The Landowner has executed the Landowner Continuing Disclosure (K. Hovnanian), dated as of [Closing date], 2026 (the “**Continuing Disclosure Certificate**”), and the Continuing Disclosure Certificate constitutes the valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors.

4. For the period from the date of this Closing Certificate and continuing through 25 days after the “**end of the underwriting period**” (defined in the Purchase Agreement to mean the Closing Date), if any event relating to or affecting the Landowner, ownership of the Property, the development plan with respect to the Property, the financing plan with respect to the Property, the Landowner’s lenders, if any, and contractual arrangements of the Landowner shall, to the Actual Knowledge of the undersigned, occur as a result of which the information contained in the section of the Official Statement referenced in Paragraph 4 of the Letter of Representations (subject to the limitations and exclusions set forth in Paragraph 4 of the Letter of Representations) contains an untrue statement of a material fact or omits 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 Landowner shall notify the City and the Underwriter, and if, in the reasonable opinion of the Underwriter or counsel to the City, such event requires the preparation and publication of a supplement or amendment to the Official Statement in order to make the Official Statement not materially misleading in the light of the circumstances under which they were made, the Landowner shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter, to the Landowner, and to Disclosure Counsel 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 under which they were made, not misleading.

[Remainder of Page Intentionally Left Blank]

The individual executing this Closing Certificate on behalf of the Landowner does so solely in his or her capacity as an authorized officer or representative of the Landowner and he or she will have no personal liability arising from or relating to this Closing Certificate. Any claims or liability arising from or relating to this Closing Certificate may only be asserted against the Landowner.

K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT H

**FORM OF NEGATIVE ASSURANCE LETTER
OF COUNSEL TO K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC.**

[Closing Date], 2026

City of Manteca
1001 West Center Street
Manteca, California 95337
Attention: Matthew Boring, Finance Director

Samuel A. Ramirez & Co., Inc.
633 West Fifth Street, Suite 2693
Los Angeles, California, 90071
Attention: Public Finance

Re: \$ _____ **City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) Special Tax Bonds Series 2026**

Ladies and Gentlemen:

We have acted as special counsel to K Hovnianian Homes Northern California, Inc, a California corporation (the “**Landowner**”), in connection with the development of certain property (the “**Property**”) located within the boundaries of City of Manteca Community Facilities District No. 2025-1 (Indelicato Facilities and Services) (the “**District**”), and in connection with the issuance by the City of Manteca (the “**City**”) of the \$ _____ aggregate principal amount of City of Manteca Community Facilities District 2025-1 (Indelicato Facilities and Services) Special Tax Bonds, Series 2026 (the “**Bonds**”). The Bonds are described in that certain Preliminary Official Statement dated _____, 2026 (the “**Preliminary Official Statement**”) and that certain Official Statement dated _____, 2026 (the “**Official Statement**”).

The Bonds are being sold to Samuel A. Ramirez & Co., Inc., as underwriter (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement, dated _____, 2026 (the “**Bond Purchase Agreement**”), by and between the Underwriter and the City. This letter is provided for the benefit of the City and the Underwriter pursuant to the Bond Purchase Agreement. Capitalized terms not defined in this letter have the respective meanings given those terms in the Bond Purchase Agreement.

We advise you that we are not general counsel to the Landowner and do not represent the Landowner on a continuing basis. Rather, we represent the Landowner as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual matters or quantitative information. We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as

special counsel to the Landowner, we reviewed those sections of the Preliminary Official Statement and the Official Statement described below and we participated in conferences with representatives of the Landowner, the Underwriter, Jones Hall LLP, as Bond and Disclosure Counsel, Stradling Yocca Carlson & Rauth LLP, as Underwriter's Counsel, and others, during which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. We have reviewed only the electronic versions of the Preliminary Official Statement and the Official Statement delivered to Robert M. Haight, Jr. (rhaight@coxcastle.com) on _____, 2026 and _____, 2026, respectively, from _____ (the "**Official Electronic Versions**"), and we assume that any printed versions and all other electronic versions of the Preliminary Official Statement and the Official Statement are identical in all respects to the respective Official Electronic Versions. Our statements herein with respect to the Preliminary Official Statement and the Official Statement do not pertain to any printed or electronic versions of the Preliminary Official Statement or the Official Statement that are not identical in all respects to the respective Official Electronic Versions. We also reviewed certain written statements of officers and other representatives of the Landowner and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that the statements contained in the Preliminary Official Statement, as of its date (except as updated in the Official Statement), and the Official Statement, as of its date and as of the date hereof, with respect to the Landowner, its Affiliates (as defined in the Letter of Representations of K. Hovnanian Homes Northern California, Inc., dated _____, 2026), ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliates (including, if material to the Landowner's development plan or the Landowner's financing plan, other loans of such Affiliates) as set forth under the sections of the Preliminary Official Statement captioned "INTRODUCTION—Property Subject to the Special Tax," "THE DISTRICT —Description and Location," and "—Development by K. Hovnanian," "THE FACILITIES," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," and "CONTINUING DISCLOSURE— K. Hovnanian" (but, under all captions, excluding any information cited as coming from a source other than the Landowner, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "**attention**" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "**believe**" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. and Russell M. Haight have rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the City, the District, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior written consent, except that this letter may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

All rights hereunder with respect to a particular claim may be asserted only in a single proceeding by and through the recipients. By acceptance of this letter, you agree that the laws of the State of California (excluding conflicts of laws provisions) shall apply to the construction and interpretation of this letter. Any claim or controversy shall be brought in a State or Federal court of competent jurisdiction in the City and County of San Francisco in the State of California.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

COX CASTLE & NICHOLSON LLP

EXHIBIT I

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

**CERTIFICATE OF SPECIAL TAX CONSULTANT AND
CFD ADMINISTRATOR**

NBS Government Finance Group (the “**Special Tax Consultant**”) is the Special Tax Consultant for the City of Manteca Community Facilities District No. 2025-1 (the “**District**”) and has read the Rate and Method of Apportionment of Special Tax (the “**Rate and Method**”) for District set forth in Appendix A to the Preliminary Official Statement dated _____, 2026 (the “**Preliminary Official Statement**”) and the Official Statement dated [Pricing date], 2026 (the “**Official Statement**”) relating to the above-referenced bonds (the “**Bonds**”). The Special Tax Consultant hereby certifies that the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method, would be sufficient to pay the Administrative Expenses (as defined in the Rate and Method) and the scheduled debt service on the Bonds, provided that the annual debt service figures on the debt service schedule included in the Official Statement, which were relied upon by the Special Tax Consultant, are substantially true and correct. No representation is made herein as to the actual amounts that will be collected in future years.

The summary of the Rate and Method in the section of the Official Statement entitled “SECURITY FOR THE 2026 Bonds—Special Tax Formula” is a fair and accurate summary of the Rate and Method, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix A. All of the tabular and financial information provided by the Special Tax Consultant and included in the Preliminary Official Statement and the Official Statement is true and correct in all material respects.

Dated: [Closing date], 2026

NBS GOVERNMENT FINANCE GROUP

By: _____
Its: _____

EXHIBIT J

\$ _____

**CITY OF MANTECA
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(INDELICATO FACILITIES AND SERVICES)
SPECIAL TAX BONDS SERIES 2026**

FORM OF ISSUE PRICE CERTIFICATE

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

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

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

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

(b) As set forth in the Bond Purchase Agreement, dated [Pricing date], 2026, by and between Ramirez and the Issuer, Ramirez 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the Bonds in the amount of the Reserve Requirement (as such term is defined in the Fiscal Agent Agreement, dated as of April 1, 2026, by and between the Issuer and U.S. Bank Trust Company, National Association, as Fiscal Agent (the “Fiscal Agent”) pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***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 Ramirez has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Manteca, California.

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

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [Pricing date], 2026.

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

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

SAMUEL A. RAMIREZ & CO., INC.

By:_____

Name:_____

Dated: [Closing date], 2026

SCHEDULE A

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

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION