

\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026A

\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026B
(Federally Taxable)

PURCHASE CONTRACT

June __, 2026

Culver City Public Finance Authority
Culver City, California

Ladies and Gentlemen:

The undersigned, Barclays Bank PLC (the “**Purchaser**”), hereby offers to enter into this Purchase Contract (this Purchase Contract, including the Letter of Representations attached hereto as Exhibit B, being herein called the “**Purchase Contract**”) with the Culver City Public Finance Authority (the “**Authority**”). Upon acceptance hereof by the Authority and approval by the City of Culver City (the “**City**”), this offer will become binding upon the Authority and the Purchaser. This offer is made subject to acceptance by delivery of an executed counterpart hereof at or prior to 11:59 p.m., Pacific time, on this date or such later date as shall have been consented to by the parties hereto with the approval of the City.

1. Purchase, Sale and Delivery of the Series 2026 Bonds.

(a) Upon the basis of the representations, warranties and agreements herein set forth and subject to the terms and conditions contained herein and in the Letter of Representations, dated the date hereof (the “**Letter of Representations**”), executed and delivered by the City and attached hereto as Exhibit B, the Purchaser hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Purchaser, all (but not less than all) of \$ _____ aggregate principal amount of Culver City Public Finance Authority Lease Revenue Bonds, Series 2026A (the “**Series 2026A Bonds**”) and \$ _____ aggregate principal amount of Culver City Public Finance Authority Lease Revenue Bonds, Series 2026B (Federally Taxable) (the “**Series 2026B Bonds**”) and, together with the Series 2026A Bonds, the “**Series 2026 Bonds**”), dated as of the date of their issuance. The Series 2026 Bonds will mature on the dates and in the principal amounts, will bear interest at the rates, and will be subject to redemption prior to maturity as set forth in Exhibit A to this Contract. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture (as defined herein).

The Series 2026 Bonds shall be issued by the Authority in minimum denominations of \$5,000 and any integral multiple thereof. The Purchaser will purchase the Series 2026A Bonds at a price of \$ _____ (being the \$ _____ principal amount of the Series 2026A Bonds) and will purchase the Series 2026B Bonds at a price of \$ _____ (being the _____ principal amount of the Series 2026B Bonds). The City shall, on the Closing Date, pay to the Purchaser, as part of the costs of issuance, an administrative fee in the amount of \$ _____ (being _____ % of the principal amount of the Series 2026 Bonds (the “**Administrative Fee**”).

The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2026 Bonds by the Purchaser pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the Purchaser (with the approval of the City), (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent, advisor, municipal advisor or fiduciary of the Authority or the City, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the sale contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Authority or the City on other matters), (iv) the Purchaser has financial and other interests that differ from those of the Authority and the City, and (v) the Authority has consulted its own legal, financial and other advisors (including PFM Financial Advisors LLC, Municipal Advisor to the City) to the extent it has deemed appropriate.

The Series 2026 Bonds are to be issued pursuant to the Joint Exercise of Powers Act, comprising Articles 1, 2, 3, and 4 of Chapter 5 of Division 7 of Title 1 (commencing with §6500) of the Government Code of the State of California, as amended to the date hereof (the "**Act**") and an Indenture, dated as of June 1, 2026, (the "**Indenture**"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). The Authority will pay the proceeds of the Series 2026 Bonds to the City to provide funds which will be used to (i) finance _____ (the "**Series 2026 Project**") and related costs and (ii) pay the costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are payable from the Lease Revenues (as defined in the Indenture) and any other amounts held in the Payment Fund established pursuant to the Indenture. Lease Revenues include Base Rental Payments and other amounts paid by the City pursuant to a Lease Agreement, dated as of June 1, 2026, between the Authority, as lessor, and the City, as lessee (the "**Lease Agreement**"), and other moneys set forth in the Indenture. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Lease Agreement and the Indenture.

In connection with the issuance of the Series 2026 Bonds, the City and the Authority will enter into a Ground Lease, dated as of June 1, 2026, between the City, as lessor, and the Authority, as lessee (the "**Ground Lease**"). The leased property leased and subleased pursuant to the Lease Agreement and the Ground Lease consists of the Ince Parking Structure and the Watseka Parking Structure (the "**Property**").

The Authority approved the issuance of the Series 2026 Bonds and the execution of the Authority Documents (defined herein) pursuant to a resolution adopted on _____, 2026 (the "**Authority Resolution**"). The City approved the execution of the City Documents (defined herein) pursuant to a resolution dated _____, 2026 (the "**City Resolution**").

(b) At 8:00 a.m., Pacific time, on June __, 2026 or at such other time or on such earlier or later date as we may mutually agree upon (the "**Closing Date**"), the Authority will deliver or cause to be delivered to The Depository Trust Company ("**DTC**") in New York, New York, or to the Trustee as part of the FAST system, for settlement to the DTC account of the Purchaser, the Series 2026 Bonds in definitive form, bearing proper CUSIP numbers, duly executed and

authenticated, and through an electronic deal room of Bond Counsel, the other documents hereinafter mentioned; and, subject to the conditions of this Purchase Contract, the Purchaser will accept such delivery and pay the purchase price thereof as set forth in paragraph (a) of this Section by wiring immediately available funds payable to the order of the Trustee (such delivery and payment being herein referred to as the “**Closing**”). Upon initial issuance, the ownership of the Series 2026 Bonds will be registered in the name of Cede & Co., as nominee of DTC. The Series 2026 Bonds will be made available for inspection at the office of the Trustee at least one (1) business day prior to the Closing.

(c) The Purchaser has entered into this Purchase Contract in reliance upon (i) the representations and warranties of the Authority contained herein, in the Indenture, Lease Agreement, Ground Lease, the Letter of Representations and the Authority Tax Certificate, dated June __, 2026, between the Authority and the City (the “**Authority Tax Certificate**” relating to the Series 2026A Bonds and, together with the Indenture, Lease Agreement, Ground Lease and Letter of Representations, the “**Authority Documents**”), and the certificates of the Authority to be delivered in connection therewith, (ii) the representations and warranties of the City contained in the Lease Agreement, Ground Lease, the Continuing Disclosure Agreement between the City and the Trustee, dated as of June 1, 2026 (the “**Continuing Disclosure Agreement**”), the Letter of Representations and the City Tax Certificate relating to the Series 2026A Bonds, dated _____, 2026 (the “**City Tax Certificate**” and together with the Lease Agreement, the Ground Lease, the Continuing Disclosure Agreement and the Letter of Representations, the “**City Documents**” and, together with the Authority Documents, the “**Financing Documents**”), and the certificates of the City to be delivered in connection therewith, (iii) the certificates of the Trustee to be delivered pursuant hereto, and (iv) the opinions of Bond Counsel, counsel to the Authority, counsel to the Trustee, and counsel to the City required to be delivered hereby and by the Financing Documents.

(d) The Purchaser represents that it is not acting as an underwriter with respect to the Series 2026 Bonds or as a municipal advisor or fiduciary of the Authority or the City. The Purchaser certifies that, as of the date hereof, it is purchasing the Series 2026 Bonds for its own account and not with the present intention of resale other than (i) an entity which is related to or is one of the Purchaser’s affiliates or (ii) to a tender option bond trust, custodial arrangement or other special purpose entity which issues certificates representing a beneficial interest in the Series 2026 Bonds. The Purchaser also reserves the right to dispose of all or any part of the Series 2026 Bonds in a manner other than as described in the preceding sentence if in the future the Purchaser deems it advisable to do so. If the Purchaser transfers, sells or otherwise disposes of the Series 2026 Bonds or any interest therein within 15 days of the date hereof other than to an affiliate of the Purchaser or a party related to Purchaser or one of the Purchaser’s affiliates for a price in excess of the stated principal amount of the Series 2026 Bonds, then, not later than five (5) Business Days following such transfer, sale or disposition, the Purchaser shall report the price of such transfer, sale or disposition to the Authority.

2. **Representations, Warranties and Agreements of the Authority.** The Authority represents and warrants to and agrees with the Purchaser and the City that:

(a) The Authority is and will be at the Closing Date duly organized and existing under the laws of the State of California as a joint exercise of powers authority pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of

Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the “Act”). The Authority has full power and authority to issue the Series 2026 Bonds, to adopt the Authority Resolution, to enter into the Authority Documents and to issue the Series 2026 Bonds and to perform its obligations under the Authority Documents and the Series 2026 Bonds and, when executed and delivered by the respective parties hereto and thereto, the Authority Documents and the Series 2026 Bonds will constitute the valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws affecting creditors’ rights generally, by the application of equitable principles as the court having jurisdiction may impose, regardless of whether such proceeding is considered in a proceeding in equity or law, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against governmental entities in the State of California;

(b) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Series 2026 Bonds and the Authority Documents and the consummation by the Authority of all other financing transactions on its part contemplated by the Authority Documents;

(c) There is no action, suit or proceeding, at law or in equity, before or by any court pending (with service of process having been accomplished against the Authority) or, to the knowledge of the Authority threatened, or any action, suit, proceeding, inquiry or investigation before any court, governmental agency, public board or body seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2026 Bonds, or contesting any proceedings of the Authority taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Series 2026 Bonds, in any way contesting the validity or enforceability of the Series 2026 Bonds or the Authority Documents or contesting in any way the existence or powers of the Authority relating to the issuance of the Series 2026 Bonds or wherein an unfavorable decision, ruling or finding would materially adversely affect the tax-exempt status of the interest on the Series 2026A Bonds for federal income tax purposes;

(d) The execution and delivery by the Authority of the Authority Documents, and compliance with the provisions on the Authority’s part contained therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would have a material adverse effect on the Authority’s ability to perform its obligations under the Authority Documents nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority pledged under the Authority Documents under the terms of any such law, administrative regulation, judgment, decree, loan or other agreement, indenture, bond, note, resolution, agreement or other instrument, which lien, charge, security interest or encumbrance would have a material adverse effect on the Authority’s ability to perform its obligations under the Authority Documents; and

(e) The Authority is not in material breach of or in material default under any applicable law, rule or administrative regulation of the State or the United States or any applicable material judgment or material decree or any indenture, bond, note, resolution, loan agreement or other agreement or instrument to which the Authority is a party or is otherwise subject, which breach or default would have a material adverse effect on the Authority's ability to perform its obligations under the Authority Documents and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material breach of or a material default or a material event of default under any such instrument, which breach or default would have a material adverse effect on the Authority's ability to perform its obligations under the Authority Documents;

The execution and delivery of this Purchase Contract by the Authority shall constitute a representation by the Authority to the Purchaser that the representations, warranties and agreements contained in this Section 2 are true as of the date hereof; provided, that as to information furnished by the City pursuant to this Purchase Contract or otherwise, the Authority is relying solely on such information in making the Authority's representations, warranties and agreements; and as to all matters of law, the Authority is relying on the advice of counsel to the Authority; and provided further, that no member of the governing body of the Authority or officer, employee or agent of the Authority shall be individually liable for the breach of any representation, warranty or agreement contained herein.

3. Conditions to the Obligations of the Purchaser The obligation of the Purchaser to accept delivery of and pay for the Series 2026 Bonds on the Closing Date shall be subject, at the option of the Purchaser to the accuracy in all material respects of the representations, warranties and agreements on the part of the Authority contained herein and the representations, warranties and agreements on the part of the City contained in the Letter of Representations as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and the City made in any certificates or other documents furnished pursuant to the provisions hereof, and to the performance by the Authority and the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the time of Closing, the Financing Documents shall be in full force and effect as valid, binding and enforceable agreements between or among the various parties thereto, and the Financing Documents shall not have been amended, modified or supplemented, except as agreed to in writing by the Purchaser, and there shall have been taken therewith, with the issuance of the Series 2026 Bonds and with the transactions contemplated thereby and by this Purchase Contract, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) At the time of Closing, (i) the representations and warranties of the Authority contained or incorporated herein shall be true, complete and correct in all material respects at the date hereof and on and as of the Closing Date as if made on the Closing Date, and (ii) the representations and warranties of the City contained or incorporated in the Letter of Representations shall be true, complete and correct in all material respects at the date hereof and on and as of the Closing Date as if made on the Closing Date;

(c) Between the date hereof and the Closing Date, none of the following shall have occurred:

(i) legislation enacted in the Congress or in the legislature of the State for passage by the President of the United States or the Governor of the State, as the case may be, or a decision rendered by a court established under Article III of the Constitution of the United States or under the Constitution of the State of California, as the case may be, or by the Tax Court of the United States, or an order, ruling, regulation (final or temporary) or official or staff statement issued or made:

(A) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on securities of the general character of the Series 2026A Bonds or which would have the effect of changing, directly or indirectly, federal tax consequences of receipt of interest on securities of the general character of the Series 2026A Bonds in the hands of the owners thereof, which, in the reasonable opinion of the Purchaser, would materially adversely affect the market price of the Series 2026A Bonds;

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2026 Bonds or the Series 2026 Bonds are not exempt from registration, qualification or other requirements under the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"),

(ii) any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the reasonable opinion of the Purchaser, would materially adversely affect the market price of the Series 2026A Bonds;

(iii) (A) the Constitution of the State shall be amended or an amendment shall qualify for the ballot; (B) legislation shall be introduced or enacted; (C) a decision shall have been rendered as to matters of State law; or (D) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon such interest as would be received by the Owners of the Series 2026 Bonds, which, in the reasonable opinion of the Purchaser, would materially adversely affect the market price of the Series 2026 Bonds;

(iv) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis, or escalation thereof (including an escalation of any crisis

existing on the date hereof), involving (a) the financial markets of the United States or elsewhere, or (b) an epidemic or other public health crisis, which in the reasonable judgment of the Purchaser materially and adversely affects the financial condition or operations of the City or the market price of the Series 2026 Bonds;

(v) the declaration of a general banking moratorium by federal, New York or California authorities;

(vi) trading in securities generally on any securities exchange shall have been suspended or limited or minimum prices shall have been established on any such exchange;

(vii) a material disruption in securities settlement, payment or, commercial banking clearance services affecting the Series 2026 Bonds;

(viii) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official or staff statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2026 Bonds, or the issuance or sale of the Series 2026 Bonds, including any or all underlying obligations, as contemplated hereby, is or would be in violation of the federal securities laws as amended and then in effect;

(ix) the rating on the Series 2026 Bonds shall have been downgraded, suspended or withdrawn, or the announcement of a credit watch on, negative outlook on or review of such rating, by S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P");

(x) there shall have occurred any materially adverse change in the affairs or financial condition of the Authority or the City; and

(xi) in the reasonable judgment of the Purchaser, the market price of the Series 2026 Bonds, or the market price generally of obligations of the general character of the Series 2026 Bonds, would be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon either trading in securities or commercial banking generally by any governmental authority or by any national securities exchange, or (ii) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2026 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, purchasers.

(d) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(i) Each of the Financing Documents, duly executed and delivered by the respective parties thereto, substantially in the forms attached hereto,

with only such amendments, modifications or supplements as may have been agreed to in writing by the Purchaser;

(ii) An approving opinion, dated the Closing Date and addressed to the Authority, of Bond Counsel, in substantially the form attached hereto as Exhibit C, and a supplemental opinion in a form attached hereto as Exhibit D, dated the Closing Date and addressed to the Purchaser to the effect that the Purchaser may rely on the approving opinion of Bond Counsel, and that:

(A) the Series 2026 Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act; and

(B) the Purchase Contract has been duly executed and delivered by, and is a valid and binding agreement of, the Authority (provided that assuming due authorization, execution and delivery by and validity against the Purchaser and approval by the City), except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights generally, by the application of equitable principles as the court having jurisdiction may impose, regardless of whether such proceeding is considered in a proceeding in equity or law, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against governmental entities in the State of California;

(iii) The opinion of the City Attorney, as Authority Counsel, dated the Closing Date and addressed to the Authority, the Purchaser and the Trustee, in substantially the form attached hereto as Exhibit E;

(iv) An opinion of the City Attorney, dated the Closing Date and addressed to the Authority, the Purchaser and the Trustee, in substantially the form attached hereto as Exhibit F;

(v) An opinion of counsel to the Trustee, dated the Closing Date, in substantially the form attached as Exhibit G;

(vi) A certificate of an authorized official of the Authority, dated the Closing Date, to the effect that:

(A) the Authority has fulfilled or performed each of its obligations contained in the Authority Documents required to be fulfilled or performed by it as of the Closing Date; and

(B) to the best of such official's knowledge, the representations and warranties made by the Authority in this Purchase Contract and the other Authority Documents are true and correct in all material respects on the Closing Date, with the same effect as if made on and with respect to the facts as of the Closing Date;

(vii) A certificate of the City, dated the Closing Date, to the effect that:

(A) the representations and warranties made by the City in the City Documents are true and correct as of the Closing Date;

(B) since June 30, 2025, no material adverse change has occurred in the financial condition, assets, properties or results of operation of the City;

(C) the City has not since June 30, 2025, offered or issued any bonds or other obligations for borrowed money or incurred any material liabilities, direct or contingent, and except those in the ordinary course of business, which are not described in the audited financial statements of the City;

(D) there are no actions, suits or proceedings which have been served on the City or, to the knowledge of City, are otherwise pending or threatened against the City (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the payment of Base Rental Payments or any other amounts to be made by the City pursuant to the Lease Agreement; (ii) in any way contesting or affecting the authority for the issuance or delivery of the Series 2026 Bonds or the validity, when executed and delivered, of the Series 2026 Bonds, the Financing Documents to which the City is a party, or the payment of Base Rental Payments or any other amounts to be made by the City pursuant to the Lease Agreement; (iii) in any way contesting the corporate existence or powers of the City; or (iv) which, if determined adversely to it, might materially adversely affect the consummation of the transactions contemplated by the Financing Documents to which it is a party, or the financial condition, assets or properties of the City or would in any way adversely affect the federal or State tax-exempt status of the interest on the Series 2026 Bonds or the amounts to be received by the Authority pursuant to the Lease Agreement.

(viii) Certified copies of the Authority Resolution;

(ix) Certified copies of the City Resolution;

(x) Evidence of publication of notice of the meeting of the City required pursuant to the Act on _____, 2026;

(xi) A Certificate of the Trustee, dated the Closing Date, in substantially the form attached as Exhibit H;

(xii) Evidence that the Series 2026 Bonds have been assigned the ratings of “___” by S&P;

(xiii) A certificate of an authorized City representative that the Base Rental Payments do not exceed the fair rental value of the Leased Property in any Fiscal Year during the term of the Lease Agreement;

(xiv) Evidence of casualty and rental interruption insurance required under the Lease Agreement;

(xv) Title insurance policy with respect to the Property;

(xvi) a copy of the City's audited financial statements for the fiscal years ended June 30, 2024, and June 30, 2025;

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

(xviii) the Notice of Financial Obligation;

(xix) a certificate of the Purchaser in substantially the form attached as Exhibit I; and

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

If the Authority shall be unable to satisfy the conditions to the Purchaser's obligations contained in this Purchase Contract or if the Purchaser's obligations shall be terminated for any reason permitted herein, this Purchase Contract shall terminate, and neither the Purchaser nor the Authority shall have any further obligation hereunder.

4. **Conditions to the Obligations of the Authority.** The obligations of the Authority to issue and deliver the Series 2026 Bonds on the Closing Date shall be subject, at the option of the Authority, to the performance by the Purchaser of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) The Financing Documents shall have been executed by the other parties thereto;

(b) No order, decree, injunction, ruling or regulation of any court, regulatory agency, public board or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the sale or issuance of the Series 2026 Bonds as contemplated hereby; and

(c) The forms of documents contemplated by Section 3(d), which are set forth herein, shall have been delivered substantially in the forms set forth herein, and the other documents contemplated by Section 3(d) shall have been delivered to the Authority in form and substance satisfactory to Bond Counsel, the Authority and the Purchaser.

5. **Expenses.** All reasonable expenses, fees and costs of the Authority incident to the performance of its obligations in connection with the authorization, issuance and sale of the Series 2026 Bonds to the Purchaser, including printing costs of outside printing companies incurred in connection with printing the Series 2026 Bonds, fees and expenses of consultants, auditors and municipal advisor, fees of DTC, fees and expenses of rating agencies, the Administrative Fee, title insurance premiums, any out-of-pocket disbursements of the Authority, all expenses of selling the Series 2026 Bonds (including out-of-pocket expenses and Purchaser fees, if any) and fees and expenses of Bond Counsel, Purchaser's Co-Counsel, City's Counsel, Authority Counsel, the Trustee, Trustee counsel) shall be paid by the City. All fees and expenses to be paid by the City pursuant to this Purchase Contract may be paid from Series 2026 Bond proceeds to the extent permitted by the Indenture and the Code.

The Authority shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions of any conceivable kind under any conceivable theory under this Purchase Contract or any document or instrument referred to herein or by reason of or in connection with this Purchase Contract or other document or instrument except to the extent it receives amounts from the City available for such purpose.

6. **Termination.** This Purchase Contract may be terminated by the Purchaser if any of the conditions specified herein shall not have been fulfilled by the Closing upon written notice of such termination to the Authority and the City.

The Authority may terminate this Purchase Contract if the Purchaser shall fail, by the Closing, to perform its obligations contained herein, upon written notice of such termination to the Purchaser.

Any notice of termination pursuant to this Section 6 shall be given in the manner provided in Section 8 hereof. If this Purchase Contract shall be terminated as provided in this Section 7, such termination shall be without liability of the Authority, the Purchaser or the City; provided, however, that in the event of termination of this Purchase Contract for any reason, the City shall remain liable to pay for the Authority's and the Purchaser's expenses pursuant to this Purchase Contract.

7. **Notices.** Any notice or other communication to be given to the Authority may be given by delivering the same in writing to the City at 9770 Culver Boulevard, Culver City, California 90232, Attention: Treasurer; any such notice or other communication to be given to the Purchaser may be given by delivering the same to the Purchaser at Barclays Bank PLC, 745 Seventh Avenue, New York, NY 10019, Attention: Ryan Haff; and any such notice or other communication to be given to the City may be given by delivering the same to the City at 9770 Culver Boulevard, Culver City, California 90232, Attention: City Manager.

8. **Bail-In Action Acknowledgment.** The Authority acknowledges and agrees that notwithstanding any other term of this Purchase Contract or any other agreement, arrangement or understanding with the Purchaser, any liability arising under or in connection with this Purchase Contract may be subject to Bail-In Action, and accepts to be bound by the effect of:

(a) any Bail-In Action which occurs prior to the Closing in relation to such liability, including (without limitation):

(i) a reduction, in full or in part, of any amount due in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, the Authority; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of this Purchase Contract to the extent necessary to give effect to Bail-In Action which occurs prior to the Closing in relation to any such liability.

(c) The following definitions shall be applicable for purposes of this section:

“Bail-In Action” means the exercise by a resolution authority of any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period and together with any power to terminate and value transactions) under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the United Kingdom relating to the transposition of the Bank Recovery and Resolution Directive, as amended from time to time, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder, pursuant to which the Purchaser’s obligations (or those of the Purchaser’s affiliates) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of the Bank or any other person.

“Affected Financial Institution” shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Bail-In Legislation” shall mean, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“EEA Financial Institution” shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution

described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” shall mean any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Resolution Authority” shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“UK Financial Institution” shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Write-Down and Conversion Powers” shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Miscellaneous.

(a) This Purchase Contract is made solely for the benefit of the Authority, the City and the Purchaser, and no other person shall acquire or have any right hereunder or by virtue hereof except as expressly provided herein. All representations, warranties and agreements of the Authority and the City in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser shall survive the delivery of and payment for the Series 2026 Bonds.

(b) This Purchase Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations and warranties, expressed or implied, not specified in this Purchase Contract. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

(c) This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement.

(d) This Purchase Contract shall be governed by and interpreted under the laws of the State of California.

(e) Any action arising out of this Purchase Contract shall be filed and maintained in Los Angeles County, California unless the Authority shall waive this requirement. To the extent permitted by law, the parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have, to the bringing of any such action or proceeding in such respective jurisdictions.

[Signature page follows]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Purchaser the enclosed duplicate hereof whereupon it will become a binding agreement among the Authority and the Purchaser.

BARCLAYS BANK PLC,
as Purchaser

By: _____
Authorized Officer

Accepted and Agreed to:

**CULVER CITY PUBLIC FINANCE
AUTHORITY**

By: _____
Authorized Signatory

Time and Date of Execution
_____, 2026
: __ a.m./p.m. (Pacific)

Approved:

CITY OF CULVER CITY

By: _____
Authorized Signatory

Exhibit A

Maturity Schedule

\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026A

(Base CUSIP[†] _____)

| Maturity Date ([_____] 1)) | Principal Amount | Interest Rate | CUSIP [†] |
|-------------------------------|---------------------|---------------|--------------------|
|-------------------------------|---------------------|---------------|--------------------|

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\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026B

(Base CUSIP[†] _____)

| Maturity Date ([1]) | Principal Amount | Interest Rate | CUSIP [†] |
|--------------------------------|---------------------|---------------|--------------------|
|--------------------------------|---------------------|---------------|--------------------|

REDEMPTION OF THE SERIES 2026 BONDS

The Series 2026A Bonds maturing on and after May 1, 2037 are subject to redemption prior to their respective stated maturity dates, at the option of the Authority, from any source of available funds, as a whole or in part, in Authorized Denominations, on any date on or after May 1, 2036, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

The Series 2026B Bonds are subject to redemption, in whole or in part, of such maturities designated by the City, prior to their respective maturity dates, at the option of the Authority (at the direction of the City), at the Make-Whole Redemption Price (defined below), plus accrued and

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unpaid interest up to, but not including, the redemption date, on the Series 2026B Bonds to be redeemed on the date fixed for redemption.

The “Make-Whole Redemption Price” is the greater of (i) 100% of the principal amount of the Series 2026B Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series 2026B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2026B Bonds are to be redeemed, discounted to the date on which the Series 2026B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus ___ basis points.

“Treasury Rate” means, as of any redemption date for a particular Series 2026B Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 2026B Bond to be redeemed.

At the request of the Authority (at the direction of the City), the Make-Whole Redemption Price of the Series 2026B Bonds to be redeemed shall be determined by an independent accounting firm, investment banking firm or financial advisor retained by City at the City’s expense to calculate such Make-Whole Redemption Price. The City may conclusively rely on the determination of such Make-Whole Redemption price by such independent accounting firm, investment banking firm or financial advisor and shall not be liable for such reliance.

If some but not all of the Series 2026B Term Bonds have been redeemed pursuant to extraordinary or optional redemptions, the total amount of mandatory sinking account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the Term Bonds so redeemed by reducing each such future mandatory sinking account payments on a pro rata basis (as nearly as practicable) in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the City with the Trustee.

Exhibit B

LETTER OF REPRESENTATIONS

June __, 2026

\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026A

\$ _____
Culver City Public Finance Authority
Lease Revenue Bonds, Series 2026B
(Federally Taxable)

Barclays Bank PLC
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

Pursuant to a Purchase Contract, dated the date hereof (the “**Purchase Contract**”), between Barclays Bank PLC (the “**Purchaser**”) and Culver City Public Finance Authority (the “**Authority**”), which the City has approved, the Authority proposes to sell to the Purchaser all (but not less than all) of \$ _____ aggregate principal amount of Culver City Public Finance Authority Lease Revenue Bonds, Series 2026A (the “**Series 2026A Bonds**”) and \$ _____ aggregate principal amount of Culver City Public Finance Authority Lease Revenue Bonds, Series 2026B (Federally Taxable) (the “**Series 2026B Bonds**”) and, together with the Series 2026A Bonds, the “**Series 2026 Bonds**”).

The Series 2026 Bonds are to be issued pursuant to the Joint Exercise of Powers Act, comprising Articles 1, 2, 3, and 4 of Chapter 5 of Division 7 of Title 1 (commencing with §6500) of the Government Code of the State of California, as amended to the date hereof (the “**Act**”) and an Indenture, dated as of June 1, 2026, (the “**Indenture**”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”). The Authority will pay the proceeds of the Series 2026 Bonds to the City to provide funds which will be used to (i) finance _____ (the “**Series 2026 Project**”) and related costs and (ii) pay the costs of issuance of the Series 2026 Bonds. The Authority will pay the proceeds of the Series 2026 Bonds to the City to provide funds which will be used to (i) finance _____ (the “**Series 2026 Project**”) and related costs and (ii) pay the costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are payable from the Lease Revenues (as defined in the Indenture) and any other amounts held in the Payment Fund established pursuant to the Indenture. Lease Revenues include Base Rental Payments and other amounts paid by the City pursuant to a Lease Agreement, dated as of June 1, 2026, between the Authority, as lessor, and the City, as lessee (the “**Lease Agreement**”), and other moneys set forth in the Indenture. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Lease Agreement and the Indenture.

In connection with the issuance of the Series 2026 Bonds, the City and the Authority will enter into a Ground Lease, dated as of June 1, 2026, between the City, as lessor,

and the Authority, as lessee (the “**Ground Lease**”). The leased property leased and subleased pursuant to the Lease Agreement and the Ground Lease consists of the Ince Parking Structure and the Watseka Parking Structure (the “**Property**”).

The City approved the execution of the Ground Lease, the Lease Agreement, the Continuing Disclosure Agreement and this Letter of Representations (defined herein) pursuant to a resolution dated _____, 2026 (the “City Resolution”)

In order to induce you to enter into the Purchase Contract and to make the sale and purchase the Series 2026 Bonds therein contemplated, the City hereby represents, warrants and agrees with each of you as follows:

1. The City is duly organized and validly existing and in good standing under the laws of the State of California. The City has and at the Closing Date will have the requisite right, power and authority to enter into the Lease Agreement, the Ground Lease, the Continuing Disclosure Agreement between the City and the Trustee, dated as of June 1, 2026 (the “**Continuing Disclosure Agreement**”), the Letter of Representations and the City Tax Certificate relating to the Series 2026A Bonds, dated _____, 2026 (the “**City Tax Certificate**” and together with the Lease Agreement, Ground Lease and the Letter of Representations, the “**City Documents**”), to approve the Purchase Contract and the Indenture and to carry out and consummate all transactions contemplated by and to perform all obligations under the City Documents, the Indenture and the Purchase Contract and by proper corporate action has duly authorized the execution and delivery of the City Documents and the approval of the Purchase Contract and the Indenture.

2. The City is a municipal corporation and charter city organized and existing under the laws of the State of California.

3. By all necessary official action, the City Council has duly adopted a resolution authorizing the execution and delivery of the City Documents and the transactions contemplated therein at a meeting duly noticed, called and held, and such resolution is in full force and effect and have not been modified, rescinded or superseded

4. The officers of the City executing the City Documents and approving the Purchase Contract and the Indenture are duly and properly in office and have the requisite authorization to execute and approve the same.

5. The City has full legal right, power and authority to enter into this Letter of Representations, the other City Documents, to adopt the Resolution and to observe, perform and consummate the covenants, agreements and transactions contemplated in the City Documents, the Indenture and the Series 2026 Bonds.

6. This Letter of Representations constitutes the legal, valid and binding agreements of the City enforceable against the City in accordance with its terms; except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws affecting creditors’ rights generally, by the application of equitable principles as the court having jurisdiction may impose, regardless of whether such proceeding is considered in a proceeding in equity or law, by the exercise of judicial

discretion in appropriate cases and by the limitations on legal remedies against governmental entities in the State of California.

7. The City Documents, when executed and delivered on the Closing Date, will constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights generally, by the application of equitable principles as the court having jurisdiction may impose, regardless of whether such proceeding is considered in a proceeding in equity or law, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against governmental entities in the State of California.

8. The City is not (i) in violation of any applicable law, rule or administrative regulation of the State of California or the United States or any applicable judgment, order or decree, or the terms of any license or permit issued to the City by any governmental authority, which violation would materially adversely affect the financial position or operations of the City, (ii) violating any provision of its articles of incorporation or bylaws or (iii) in default under and is not violating any provision of any agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument, which default would materially adversely affect the financial position or operations of the City. The City enjoys the peaceable and undisturbed possession of all of the premises which are material to its operation.

9. The execution and delivery of the City Documents by the City, the consummation by the City of the transactions therein and in the City Documents contemplated, and the City's fulfillment of or compliance with the terms and conditions in the Indenture or the City Documents will not (a) conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under (i) the municipal code of the City, or (ii) any agreement, bond, debenture, indenture, mortgage, deed of trust, loan agreement or other evidence of indebtedness or any material contract, agreement or lease or other instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or (b) conflict with or constitute a violation of any law or administrative rule or regulation or any court or administrative decree, order, writ, judgment, injunction, decree or award binding on the City, or (c) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which event described in subsections (a), (b) or (c) of this paragraph might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the City Documents, the Indenture or the Purchase Contract, or the financial condition, assets, properties or operations of the City.

10. No consent or approval of any trustee, insurer, guarantor or holder of any indebtedness of the City, and no further approval, consent, permission, authorization, order or license of, or filing or registration required by law or otherwise is necessary in connection with the execution and delivery of this Letter of Representations or the other City Documents at the Closing, the approval of the Indenture or the Purchase Contract, or the consummation of any transaction contemplated in the Indenture or the City Documents, except in all such cases as have been obtained or made and as are in full force and effect.

11. There are no actions, suits or proceedings which have been served on the City or, to the knowledge of City, are otherwise pending or threatened against the City:

a. seeking to restrain or enjoin the collection of Revenues pledged under the Indenture or any payments to be made by the City pursuant to the Lease Agreement;

b. in any way contesting or affecting the authority for the issuance or delivery of the Series 2026 Bonds or the validity when executed and delivered of the Series 2026 Bonds, the Indenture, the Purchase Contract, the City Documents or the collection of Revenues pledged under the Indenture or any payments to be made by the City pursuant to the Lease Agreement;

c. in any way contesting the corporate existence or powers of the City;

d. which, if determined adversely to the City, might materially adversely affect the consummation of the transactions contemplated by the City Documents or the Indenture or the financial condition, assets or properties of the City; or

e. which, if determined adversely, might in any way adversely affect the federal or State tax-exempt status of the interest on the Series 2026 Bonds or the amounts to be received by the Authority pursuant to the Lease Agreement.

12. The audited financial statements of the City as of June 30, 2025, and the related statements of financial position, activities and cash flows for the years ended on such dates (copies of which have been furnished to the Authority) present fairly, in all material respects, the financial position of the City as of June 30, 2025, and the changes in its net assets and its cash flows for the years then ended in conformity with generally accepted accounting principles, and (2) since June 30, 2025, there has been no material adverse change in the assets, operations or financial condition of the City, which is not arising from transactions in the ordinary course of business. All financial and other information that has been or will be delivered to the Purchaser, the Authority or the Trustee does and will correctly and fairly present the financial condition of City, including all material contingent liabilities as of said dates and the results of the operations of the City for such period. The City does not have any asset, liability, liability for taxes, long-term lease, derivative transaction, investment loss or unusual forward or long-term commitment material to the financial condition of the City which is not reflected in the financial statements referred to above.

13. The City covenants to reflect its obligation under the Lease Agreement in any statement of assets and liabilities, in compliance with standards promulgated by the Government Accounting Standards Board, prepared by or for the City.

14. Between the date hereof and the Closing, the City will not, without the prior written consent of the Purchaser, incur any material liabilities, direct or contingent, other than in the ordinary course of business.

15. No written information, exhibit, or report containing current or historical information which was furnished to the Authority or the Purchaser by the City in connection with the negotiation of the City Documents and the consummation of the transactions contemplated thereby contains an untrue statement of material fact or omits to state a material fact required to

be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

16. The City has obtained all licenses, permits, franchises or other governmental authorizations required and material to the ownership of its property or to the conduct of its activities, and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for its operations in all cases where failure to obtain such licenses, permits, franchises or other governmental authorizations could reasonably be expected to materially and adversely affect the condition (financial or otherwise) of the City or its ability to perform its obligations under the City Documents.

17. The City hereby agrees to pay the expenses described as payable by it in the Purchase Contract or this Letter of Representations.

18. On the Closing Date, the City will deliver a Notice of Financial Obligation, which will describe the terms and features of the Series 2026 Bonds (the “**Notice of Financial Obligation**”).

19. At or prior to 90 days after the date of issuance of the Bonds, the City shall deliver, or shall cause to be delivered, to the “Purchaser the following:

a. a sufficient number of copies of a “deemed final” offering circular, substantially similar to an “official statement” used to publicly market municipal bonds which describes the Bonds, and in such form as shall have been approved by the Purchaser, which satisfies all requirements to enable the Purchaser to comply with SEC Rule 15c2-12 if the Purchaser were to make a public offering of the Bonds on such date (such final offering circular as supplemented, together with the cover page, and all exhibits, appendices and statements included therein or attached thereto being herein called the “Offering Circular”);

b. a certificate of the City to the effect that the Offering Circular, as of the date of such certificate, is true and correct in all material respects, and the Offering Circular does not contain an untrue statement of a material fact and does not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading; provided that the City need not make any representation with respect to CUSIP numbers of the Bonds, information related to DTC or its book-entry only system, or the prices or yields at which the Bonds were re-offered to the public;

c. [[an executed copy of the letter of the City’s independent auditors providing consent to the inclusion of audited financial statements as set forth in the Offering Circular, in form and substance satisfactory to the Purchaser]][[IF REQUIRED]];

d. an opinion of the Bond Counsel dated the date of the Offering Circular and addressed to the Purchaser, to the effect that (A) the City has duly authorized the distribution and use of the information contained in the Offering Circular, to be used by the Purchaser in connection with the public sale of the Bonds and the Borrower has ratified and consented to such use of the Offering Circular in accordance with law by the Purchaser in connection with the sale or resale of the Bonds;(B) nothing has come to their attention that would lead them to believe that the Offering Circular, as of its date (other than financial statements, other financial, statistical or quantitative information, projections or estimates, and opinions of other counsel, as to all of which no opinion is

expressed) contains any untrue statement of a material fact or omits to state a material fact that is necessary to make the statements made, in light of the circumstances under which they were made, not misleading; and (C) that the summaries of the transaction documents set forth in the Offering Circular are true and accurate in all material respects and present an accurate summary of such transaction documents.

20. The City acknowledges and agrees that (i) the purchase and sale of the Series 2026 Bonds by the Purchaser pursuant to the Purchase Contract is an arm's-length commercial transaction between the Authority and the Purchaser with the approval of the City, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent, advisor, municipal advisor or fiduciary of the City or the Authority, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the sale contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Authority or the City on other matters), (iv) the Purchaser has financial and other interests that differ from those of the City and the Authority, and (v) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

The representations, warranties, agreements and indemnities herein shall survive the Closing under the Purchase Contract and any investigation made by or on behalf of any of you or any person who controls any of you of any matters described in or related to the transactions contemplated hereby and by the Indenture, the Purchase Contract and the City Documents.

This Letter of Representations shall be binding upon and inure solely to the benefit of each of you and the City and, to the extent set forth herein, persons controlling any of you, and their respective officers, employees, agents and personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representations. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representations shall, under any circumstances, exist or be had against any officer, agent, employee, trustee or director of the City as individuals.

This Letter of Representations may be executed by facsimile or electronic transmission and in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding of the agreement between us, kindly sign and return to the City the duplicates of this Letter of Representations whereupon this will constitute a binding agreement among us in accordance with the terms hereof.

CITY OF CULVER CITY

By: _____
[TITLE]

Accepted and Agreed to:

**CULVER CITY PUBLIC FINANCE
AUTHORITY**

By: _____
Authorized Signatory

BARCLAYS BANK PLC, as Purchaser

By: _____
Authorized Officer

Exhibit C

FORM OF BOND COUNSEL APPROVING OPINION

Exhibit D

FORM OF BOND COUNSEL SUPPLEMENTAL OPINION

Exhibit E

FORM OF AUTHORITY COUNSEL OPINION

Exhibit F

FORM OF OPINION OF COUNSEL TO THE CITY

Exhibit G

OPINION OF COUNSEL TO THE TRUSTEE

Exhibit H
CERTIFICATE OF THE TRUSTEE

EXHIBIT A

SECRETARY'S CERTIFICATE

Exhibit I

CERTIFICATE OF THE PURCHASER

| | |
|---|--|
| <p>§ _____ Culver City Public Finance Authority Lease Revenue Bonds, Series 2026A</p> | <p>§ _____ Culver City Public Finance Authority Lease Revenue Bonds, Series 2026B (Federally Taxable)</p> |
|---|--|

To: Culver City Public Finance Authority

As a condition of the sale by Culver City Public Finance Authority (the “*Issuer*”) of the above-captioned bonds (the “*Bonds*”), the undersigned purchaser (the “*Purchaser*”) hereby certifies, represents and acknowledges:

1. The Purchaser is a “Qualified Institutional Buyer,” within the meaning of Rule 144A promulgated under Securities Act of 1933 (a “QIB”), as amended, and has sufficient knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Bonds.

2. The Purchaser is able to bear the economic risks of purchasing the Bonds.

3. The Purchaser understands that no official statement, prospectus, offering circular or other comprehensive offering statement is being provided at closing with respect to the Bonds. The Purchaser acknowledges that it has performed its own investigation of the financial risks involved in purchasing the Bonds and is not relying upon any other person to have conducted such investigation.

4. The Purchaser is purchasing the Bonds for its own account for investment purposes and not with a present view to the resale or other distribution thereof, other than a sale or transfer to (i) an affiliate or other party related to the Purchaser, or (ii) a funding entity or other special purpose arrangement established by the Purchaser or an affiliate of the Purchaser such as a tender option bond trust (or similar securitization vehicle); provided, however, that the Purchaser has the right to transfer, sell or otherwise dispose of the Bonds or any part thereof at some future time and from time to time in its sole discretion. Prior to the delivery of the Disclosure Memorandum required to be delivered under the Purchase Contract (as defined herein), any sale, transfer or other disposition of the Bonds shall be to (i) an affiliate of the Purchaser or a tender option bond trust (or similar securitization vehicle) created by the Purchaser or an affiliate of the Purchaser, (ii) one or more banks, entities directly or indirectly controlled by a bank or under common control with a bank, or (iii) any other entity which is a QIB. Upon the delivery of the disclosure memorandum required to be delivered by the City of Culver City, California, such transfer restrictions shall no longer be applicable and the Bonds may be sold or transferred to any person or entity.

Unless otherwise noted herein, capitalized terms used and not otherwise defined herein shall have the respective meaning assigned to such terms in the Purchase Contract, dated June 30, 2026, between the Issuer and the Purchaser relating to the Bonds (the “Purchase Contract”).

Dated: June [17], 2026

Barclays Bank PLC

By:

Title: