

§[PAR]
CITY OF OAKLAND, CALIFORNIA
2026-27 TAX AND REVENUE ANTICIPATION NOTES

NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT, dated ____, 2026, is entered into by and between the CITY OF OAKLAND, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California and its charter (the “City”), and _____ (including its successors and assigns, the “Bank”)

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Bank hereby agrees to purchase from the City, and the City hereby agrees to issue, sell and deliver to the Bank the City of Oakland 2026-27 Tax and Revenue Anticipation Note (the “Note”). The Note will be dated as of their date of delivery and will mature on [Maturity Date] (the “Maturity Date”). Principal of and interest on the Note shall be payable on the Maturity Date, and the Note will bear interest at the rate of _____, calculated on the basis of a 360-day year of twelve 30-day months. **[Agreement may be updated to provide variable rate of interest]**

The purchase price for the Note shall be 100% of the principal amount thereof.

Section 2. The Note. The Note is issued under the provisions of the Constitution of the State of California (the “State”), the Charter of the City (the “Charter”), Section 53850 *et seq.* of the Government Code of the State, Ordinance No. [Ordinance #] C.M.S. adopted by the City Council on [June 2, 2026] (the “Ordinance”) and Resolution No. [Resolution #] C.M.S. adopted by the City Council on [June 16, 2026] (the “Resolution”). Proceeds of the Note will be used to satisfy obligations payable from the General Fund of the City during Fiscal Year 2026-27 and pay costs of issuance, and otherwise used as permitted by applicable law.

Section 3. Payment. All payments under this Agreement or the Note shall be made to the Bank not later than [12:00 Noon (California time)] on the date when due and shall be made in Dollars in immediately available funds by wire transfer to the account of the Bank set forth below or by check delivered to the office of the Bank set forth in any invoice of the Bank, or such other account as the Bank may hereafter designate in writing as such to the City. Any Notice of a change in the account of the Bank shall become effective on the fifth calendar day after the delivery of such Notice to the City. Whenever any payment to be made hereunder or under the Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

Each payment shall be made to the Bank by wire transfer of immediately available funds to:

[insert wire instructions for Bank]

Section 4. Establishment of Issue Price of Note. The Bank shall execute and deliver to the City at Closing a certificate substantially in the form attached hereto as Exhibit A, with such modifications

as may be appropriate or necessary, in the reasonable judgment of the Bank, the City and Jones Hall LLP, as Special Counsel (“Special Counsel”).

Section 5. No Prepayment. The Note are not subject to prepayment of principal or interest prior to their respective Maturity Date.

Section 6. Security for the Note. Pursuant to the Resolution, the principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys to be received for or accrued to the General Fund for Fiscal Year 2026-27. As security for the payment of the principal of and interest on the Note, the City agrees in the Resolution to deposit into the Special Account, as hereinafter defined, and hereby pledges: (i) an amount equal to ___ percent (___%) of the principal amount of the Note, from taxes, income, revenue, cash receipts and other moneys received for the General Fund for Fiscal Year 2026-27 during the period commencing ___, 20___, and ending ___, 20___, and (ii) an amount equal to ___ percent (___%) of the principal amount :of, and all of the interest on, the Note, from taxes, income, revenue, cash receipts and other moneys received for the General Fund for Fiscal Year 2026-27 during the period commencing ___, 20___, and ending ___, 20___ (the "Pledged Moneys"). Pursuant to the Resolution, the principal of the Note and the interest thereon shall constitute a first lien and charge against and shall be payable from such Pledged Moneys, and to the extent not so paid shall be paid from any other moneys of the City lawfully available therefor. Pursuant to the Resolution, the deposit of Pledged Moneys may take into account as a credit any moneys on deposit in the Special Account, and shall be made on or before: the last business day of the respective pledge period set forth in this paragraph, or on or before the last business day of any other pledge period selected pursuant to the following paragraph, as applicable.

Pursuant to the Resolution, in the event there are insufficient taxes, income, revenue, cash receipts and other moneys received for the General Fund for Fiscal Year 2026-27 to permit the deposit into the Special Account of the full amount of the Pledged Moneys to be deposited in the applicable month, by the next to last business day of such month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the City lawfully available for the repayment of the Note and interest thereon; and be it

Pursuant to the Resolution, the Pledged Moneys shall be deposited by the City with and held by ___, as fiscal agent (the “Fiscal Agent” under that certain Fiscal Agent Agreement, dated as of ___, 2026, by and between the City and the Fiscal Agent (the “Fiscal Agent Agreement”), in trust, in a special fund designated "City of Oakland, California 2026-27 Tax and Revenue Anticipation Note Special Account" (hereinafter referred to as the "Special Account") and applied as directed in the Resolution. Pursuant to the Resolution, any money deposited by the Fiscal Agent in the Special Account shall be for the benefit of the holders of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Special Account shall be applied only for the payment of the Note and such other purposes authorized in the Resolution.

Pursuant to the Resolution, all Pledged Moneys shall, when received, be paid to the Fiscal Agent for deposit in the Special Account. On the date of maturity of the Note, the moneys in the Special Account shall be used and applied, to the extent necessary, to pay the principal of and interest on the Note. Any moneys remaining in the Special Account after the Note and the interest thereon have been fully paid, or provision for such payment has been made, shall be transferred to the City for deposit into its General Fund.

Section 7. Ratings and Related Matters. So long as the Bank owns the Note, the Note shall not be (i) assigned a separate rating by any rating agency, (ii) registered with The Depository Trust

Company or any other securities depository, (iii) offered pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 8. Closing. At 8:30 a.m., California time, on [Closing Date], or at such other time or date as the City and the Bank agrees on, the City shall deliver or cause to be delivered to the Bank the Note in definitive form, duly executed and authenticated. Concurrently with the delivery of the Note, the City shall deliver the documents hereinafter mentioned at the offices of Jones Hall LLP, San Mateo, California, or another place to be mutually agreed upon by the City and the Bank. The Bank will accept such delivery and pay the purchase price of the Note as set forth herein by wire transfer in immediately available funds. This payment for and delivery of the Note, together with the delivery of the aforementioned documents referenced herein, is called the "Closing."

Section 9. Representations, Warranties and Covenants of the City. The City represents, warrants and covenants to the Bank that:

(a) The City is a charter city duly organized and validly existing under the laws of the State, and has all requisite right, power and authority to conduct its business, to adopt the Ordinance, to adopt the Resolution, to issue the Note and to execute this Purchase Agreement (collectively, the "Legal Documents"), and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents.

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained, in the Legal Documents. When executed and delivered, each Legal Document will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors rights generally, equitable principles, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies imposed in actions against public entities in the State.

(c) The execution and delivery by the City of the Legal Documents and compliance with the provisions on the City's part contained in the Legal Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which conflict, breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to carry out its obligations under the Legal Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City, except as provided by the Legal Documents.

(d) The City is not in breach of or default under any Charter provision, applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan 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 a default or an event of default under any such instrument, in each case which breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under the Legal Documents.

(e) The City's Annual Comprehensive Financial Report as of June 30, 2025, for the fiscal year ended on such date, is true, complete and correct and fairly presents the financial condition of the City as of such date and the results of its operations for such fiscal year. There has been no materially

adverse change in the financial condition of the City or in its operations since June 30, 2025, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(f) To the knowledge of the officers of the City, after due inquiry, City has not failed to disclose any material information relating to the Pledged Moneys, where such omission would reasonably be expected to impact the Bank's decision to enter into the Agreement.

(g) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the officers of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Note, the application of the proceeds of the sale of the Note, or the collection of Pledged Moneys (as defined in the Resolution) of the City pledged or to be pledged or available to pay the principal of and interest on the Note, or the pledge thereof, or in any way contesting or affecting the validity of the Note or the Legal Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Note from gross income for federal income tax purposes or contesting the power of the City to enter into the Legal Documents; or (iii) which would reasonably be expected to result in any material adverse change to the financial condition of the City.

(h) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance, sale and delivery of the Note and delivered to the Bank shall be deemed a representation and warranty of the City to the Bank as to the statements made therein but not of the person signing such certificate.

(i) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Note or the due performance by the City of its obligations under the Legal Documents have been duly obtained or will be obtained prior to the Closing, except for such authorizations, approvals, consents and orders (if any) as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Note.

Section 10. Conditions Precedent. The Bank has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained herein. The obligations of the Bank to accept delivery of and pay for the Note on the date of the Closing shall be subject, in the sole reasonable judgment of the Bank after consultation with the Director of Finance of the City, to the performance by the City of its obligations to be performed hereunder at or prior to the date of the Closing; and to the following additional conditions:

(a) The representations and warranties of the City contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing, and the statements made in all certificates and other documents delivered to the Bank at the Closing and otherwise pursuant hereto shall be true and correct in all material respects at and as of the Closing;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Bank, and all such reasonable actions as, in the opinion of Special Counsel, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) At the time of the Closing, no default shall have occurred or be existing under the Legal Documents;

(d) at or prior to the Closing, the Bank shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Bank:

(i) all legislation relating to the Note adopted by the City, including the Ordinance and the Resolution, and certified by an authorized official of the City authorizing the execution and delivery of the Legal Documents and the delivery of the Note;

(ii) originals or copies of the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Bank;

(iii) the approving opinion of Special Counsel, dated the date of Closing and addressed to the City, in substantially the form attached hereto as Exhibit C, and a reliance letter thereon addressed to the Bank;

(iv) a certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Bank to the effect that: (A) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing, except to the extent compliance has been waived by the Bank; and (B) the City is not in breach of or default under any Charter provision, applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the Legal 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 default or an event of default under any such;

(v) an opinion dated the date of Closing and addressed to the Bank and the Special Counsel, of the City Attorney, to the effect that:

(A) the City is duly organized and validly existing as a municipal corporation and charter city under the Constitution and laws of the State with the power to adopt the Ordinance and Resolution, perform the agreements on its part contained in the Resolution and issue the Note;

(B) Each of the Resolution and the Ordinance was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, is now in full force and effect and has not been amended or superseded in any way;

(C) assuming due authorization, execution and delivery by the other parties thereto, the Legal Documents constitute the legal, valid and binding agreements of the City enforceable against it in accordance with their respective terms, subject in each case to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and to the application of equitable principles;

(D) to the best knowledge of such counsel, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to such City Attorney's knowledge, threatened against or affecting the City, which would materially adversely impact the City's ability to complete the transactions contemplated by the Legal Documents, or any other document or certificate related to such transactions, restrain or enjoin the City's ability to receive the Pledged Moneys, or in any way contesting or affecting the validity of the Note;

(E) the execution and delivery of the Legal Documents and the issuance of the Note and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under the Legal Documents; and

(F) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution and delivery of the Legal Documents or the consummation by the City of the transactions on its part contemplated therein;

(vi) the preliminary and final Statement of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the Government Code; and

(vii) the tax certificate by the City relating to the Note in form and substance to the reasonable satisfaction of Special Counsel and the Bank.

Section 11. Representations, Warranties and Agreements of the Bank. The Bank represents to and agrees with the City that, as of the date hereof and as of the date of Closing:

(a) The Bank is authorized to enter into this Purchase Agreement, the signatory of this Purchase Agreement on behalf of the Bank has been duly authorized to execute this Purchase Agreement, and this Purchase Agreement is enforceable against the Bank in accordance with its terms. The Bank is authorized to take any action under this Purchase Agreement required to be taken by the Bank, and any action taken by the Bank under this Purchase Agreement will be binding upon all the Bank.

(b) The Bank has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the City with respect to the Note, and no investment firm controlling, controlled by or under common control with any of the Bank has or has had any such financial advisory relationship.

(c) The Bank is in compliance with all applicable City contracting requirements as described in Exhibit D or has obtained a waiver from such requirements from the City Administrator of the City.

(d) The Bank has delivered a fully-executed copy of this Agreement and a letter in substantially the form and substance of Exhibit B.

Section 12. Covenants of the City. During the term of this Agreement, and until the Note are paid in full, unless the Bank shall otherwise consent in writing, the City covenants and agrees as follows:

(a) The City shall provide or cause to be provided to the Bank copies of:

(i) Within 30 days of its adoption, a copy of the City's annual budget for the City's Fiscal Year ending June 30, 2026, as said budget shall have been adopted by the City Council.

(ii) Within 30 days of its final publication, and, in any event, no later than nine months following the end of the Fiscal Year ended June 30, 2026, the City's Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2026 together with an opinion of the independent accountants who conducted the audit of the financial statements of the City contained in such Comprehensive Annual Financial Report.

(iii) As soon as practicable, after a written request by the Bank, such other information respecting the affairs, conditions and/or operations, financial or otherwise, of the City as the Bank may from time to time reasonably request.

(b) At any reasonable time and from time to time the City shall permit the Bank or any agents or representatives thereof to examine and make copies of the records and books of account related to the Pledged Moneys and the transactions contemplated by this Agreement, and to discuss its affairs, finances and accounts with any of its officers and independent accountants.

(c) The City shall not create or suffer to exist any obligation secured by a pledge of, or with respect to, any of the Pledged Moneys, except with respect to Subordinated Notes as defined in, and as permitted pursuant to, the Resolution.

(d) The City agrees that it shall keep proper books of record and account in which full, true, and correct entries in accordance with the City's budget basis, accounting principles and reporting requirements and all requirements of law shall be made of all dealings and transactions relating to the City's general fund.

Section 13. Transfer of the Note.

(a) *Sales and Transfers by Noteholder to a Bank Transferee.* A Noteholder may at any time sell or otherwise transfer to a transferee the Note, in whole, to a Person that is (i) a Bank Affiliate or (ii) a trust or other custodial arrangement established by the Bank or a Bank Affiliate, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") (each, a "Bank Transferee") all or a portion of such Note in minimum denominations of \$1,000,000 and integral multiples of \$5,000 in excess thereof and its rights under this Agreement and the Documents. From and after the date of such sale or transfer, _____ (and its successors) shall continue to have all of the rights of the Bank hereunder and the Note as if no such transfer or sale had occurred; provided, however, that (x) no such sale

or transfer referred to in the foregoing clauses (i) or (ii) shall in any way affect the obligations of the Bank hereunder, (y) the City shall be required to deal only with the Bank with respect to any matters under this Agreement and (z) in the case of a sale or transfer referred to in the foregoing clauses (i) or (ii), only the Bank shall be entitled to enforce the provisions of this Agreement against the Bank.

(b) *Sales and Transfers by Noteholder to a Non Bank Transferee.* A Noteholder may at any time sell or otherwise transfer to a transferee which is not a Bank Transferee but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”) and (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (b), of not less than \$5,000,000,000 (each a “Non Bank Transferee”), the Note in whole and its related rights under this Agreement and the Note if (i) written notice of such sale or transfer, including that such sale or transfer is to a Non Bank Transferee, together with addresses and related information with respect to the Non Bank Transferee, shall have been given to the City and the Bank (if different than the Noteholder) by such selling Noteholder and Non-Bank Transferee, and (ii) the Non Bank Transferee shall have delivered to the City and the selling Noteholder, an investment letter in substantially the form attached hereto as Exhibit B (the “Purchaser Letter”); provided, however, that no such sale or transfer referred to in the foregoing clauses (i) or (ii) shall in any way affect the obligations of the Bank to purchase the Note hereunder. Notwithstanding the foregoing, no Noteholder may (i) sell or transfer a Note pursuant to this subsection (b) (other than with respect to Bank Transferees) or (ii) transfer its rights, security or interest hereunder or the benefit of any other provision, in each case pursuant to this subsection (b), without the prior written consent of the City (which consent shall not be unreasonably withheld, conditioned or delayed); provided further, however, that the City shall be deemed to have given its consent to such sale or transfer unless it objects thereto by written notice to the Bank within fifteen (15) Business Days after having received notice thereof.

From and after the date the applicable parties referenced above have received written notice, an executed Purchaser Letter and the consents required by this subsection (b), (i) the Non Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder hereunder and under the Note, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non Bank Transferee, and any reference to the assigning Noteholder hereunder and under Note shall thereafter refer to such transferring Noteholder and to the Non Bank Transferee to the extent of their respective interests, and (ii) if the transferring Noteholder no longer owns a Note, then it shall relinquish its rights and be released from its related obligations hereunder and under the Note.

(c) *Definitions.* For purposes of this Section, capitalized terms have the following definitions:

(i) “Bank Affiliate” shall mean, as to the Bank, any other Person that directly or indirectly controls, is controlled by, or is under common control with the Bank. As used in this definition, “control” (and the correlative terms, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(ii) “Noteholder” shall mean the Bank (and each Bank Transferee or Non-Bank Transferee pursuant to Section 7.02 hereof so long as such Bank Transferee or Non-Bank Transferee is an owner of the applicable Note.

Section 14. Expenses. Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Bank shall be under no obligation to pay, and the City shall pay only from the proceeds of the Note, but only as the City and such other party providing such services may agree, all expenses and costs of the City incident to the performance of its obligations in connection with the authorization, issuance, sale and delivery of the Note to the Bank, including, without limitation, printing costs, initial fees of the Fiscal Agent, including fees and disbursements of its counsel, if any, fees and disbursements of Special Counsel, the Municipal Advisor and other professional advisors employed by the City, meals, transportation and lodging expenses incurred by or on behalf of employees of the City and costs of preparation of the Note. In addition, the City shall pay the fees and expenses of counsel to the Bank not to exceed \$_____. The City shall reimburse the Bank for any fee payable to the California Debt and Investment Advisory Commission by the Bank with respect to the Note.

The Bank shall pay all other expenses incurred by the Bank in connection with the transaction described in this Agreement.

Section 15. Advisory or Fiduciary Relationship. In connection with all aspects of the transactions contemplated hereby, the City acknowledges and agrees that: (a) (i) the services regarding this Agreement provided by the Bank are arm's length commercial transactions between the City, on the one hand, and the Bank, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby; (b) (i) the Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Bank has no obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Bank has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 16. Notices. Any notice or other communication to be given to the Bank under this Purchase Agreement may be given by delivering the same in writing to [to come]. All notices or communications hereunder by any party shall be given and served upon each other party. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Oakland, 150 Frank H. Ogawa Plaza, Suite 5330 Oakland, California 94612, Attention: Treasurer.

Section 17. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Bank (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Bank and shall survive the delivery of and payment for the Note.

Section 18. 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.

Section 19. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

[Remainder of page intentionally left blank.]

Section 20. Entire Agreement. This Purchase Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

[BANK]

By: _____
Authorized Officer

CITY OF OAKLAND, a municipal corporation

By: _____
Name:
Title:

Time of Execution: _____ .m. Pacific Time

Approved as to form and legality:

By: _____
City Attorney's Office

EXHIBIT A

ISSUE PRICE CERTIFICATE

**[\$[PAR]]
CITY OF OAKLAND, CALIFORNIA
2026-27 TAX AND REVENUE ANTICIPATION NOTE**

The undersigned, on behalf of [BANK] (the “Bank”), hereby certifies as set forth below with respect to the purchase of the above-captioned obligation (the “Note”).

1. ***Purchase of the Note.*** On the date of this certificate, the Bank is purchasing the Note for the amount of \$[AMOUNT]. The Bank is not acting as an Underwriter with respect to the Note. The Bank has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Bank has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Bank has not agreed with the City of Oakland (the “City”) pursuant to a written agreement to sell the Note to persons other than the Bank or a related party to the Bank.

2. ***Defined Terms.***

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

(b) ***Underwriter*** means (i) 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 Note 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 Note 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 Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Bank’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 City with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Note, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Note 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 City from time to time relating to the Note.

Dated: [ISSUE DATE]

[BANK]

By: _____
Name and Title

EXHIBIT B

FORM OF PURCHASER LETTER

**§[PAR]
CITY OF OAKLAND, CALIFORNIA
2026-27 TAX AND REVENUE ANTICIPATION NOTE**

City of Oakland – Finance Department
150 Frank H. Ogawa, Suite 5330
Oakland, CA 94612-2093
Attention: Director of Finance

Re: Purchaser Letter _____

Sir or Madam:

Reference is hereby made to that certain Note Purchase Agreement, dated ____, 2026 (as amended from time to time, the “*Note Purchase Agreement*”; the terms defined therein being used herein as therein defined), between the City of Oakland (the “*City*”) and [Bank].

In connection with the Note Purchase Agreement, _____ (the “*Bank*”) hereby represents, warrants to and agrees with the City that:

1. The Bank has authority to purchase the Note and to enter into the Note Purchase Agreement on a negotiated basis without provision by the City of an official statement or other offering document;
2. The Bank has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the Note and is able to bear the economic risks of the Note;
3. The Note is being acquired by the Bank for its own account and not with a view to, or for resale in connection with, any distribution of the Note. The Bank intends to hold the Note for its own loan portfolio, and acknowledges that transfer of the Note is restricted. The Bank cannot transfer, sell, assign or create a participation in the Note, except in accordance with the Note Purchase Agreement;
4. The Bank understands that the Note is not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Note (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (b) will not be listed on any stock or other securities exchange; (c) will not carry a rating from any rating service; and (d) will be delivered in physical form;

5. The Bank acknowledges that it has either been supplied with or been given access to information to which a reasonable investor would attach significance in making lending decisions, and the Bank has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the financial condition of the City, the Note and the security therefor so that, as a reasonable investor, the Bank has been able to make an informed decision to purchase the Note;

6. The Bank acknowledges that the obligation of the City to pay debt service on the Note is an obligation payable solely from the sources specified in the Resolution; and

7. The Bank has made its own inquiry and analysis with respect to the Note and the security therefor, and other material factors affecting the security and payment of the Note.

[BANK]

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF SPECIAL COUNSEL OPINION

____, 2026

City Council
City of Oakland
1 Frank H. Ogawa Plaza
Oakland, CA 94612

OPINION: \$ _____ City of Oakland
2026-27 Tax and Revenue Anticipation Note

Members of the City Council:

We have acted as bond counsel to the City of Oakland (the “City”) in connection with the issuance by the City, of the tax and revenue anticipation note captioned above, dated the date hereof (the “Note”). In such capacity, we have examined such law and such certified proceedings, certifications, opinions and other documents as we deem necessary to render this opinion.

The Note are issued pursuant to Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Act”), an ordinance (the “Ordinance”) of the City Council of the City, adopted on ____, 2026, and a resolution (the “Resolution”) of the City Council of the City, adopted on ____, 2026.

Regarding questions of fact material to our opinion, we have relied upon representations of the City in the Resolution, and on the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. Regarding certain questions of law material to our opinion, we have assumed the correctness of certain legal conclusions contained in the written opinions of City Attorney, and others, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is a duly created and validly existing municipal corporation and charter city with the power to adopt the Ordinance and Resolution, perform the agreements on its part contained in the Resolution and issue the Note.
2. The Resolution constitutes a valid and binding obligation of the City, enforceable against the City.

3. Pursuant to the Act, the Resolution creates a first lien on funds pledged by the Resolution for the security of the Note.

4. The Note has been duly authorized and executed by the City and are valid and binding general obligations of the City.

5. The interest on the Note is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however that interest on the Note may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Note in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Note.

6. The interest on the Note is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Note.

The rights of the owners of the Note and the enforceability of the Note are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions, and any assumptions expressed herein, and in reliance upon the representations, covenants and opinions referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

EXHIBIT D

CITY CONTRACTING REQUIREMENTS

Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of City. Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for City's termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this Agreement, Contractor shall complete and submit Schedule M, Part A, Independent Contractor Questionnaire, which shall be attached hereto and incorporated herein.

1. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information received from the City, or collected on behalf of the City, including personal identifying data, shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

2. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses, until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

3. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any "data broker," "extreme vetting," or "detention facilities" services (as defined in Oakland Municipal Code Section 2.23.020), unless the prohibition is waived.

Contractor certifies that is has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

4. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any “BORDER WALL ENTITY” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border, unless the prohibition is waived.

Contractor certifies that is has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

5. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor’s Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state and local disability rights legislation.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose, and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

6. Local and Small Local Business Enterprise Program (L/SLBE)

Contractor shall comply with the City of Oakland's Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, which shall be attached hereto and incorporated herein.

7. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation and Health Benefits – Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.

Contractor agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- b. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee’s request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- c. Federal Earned Income Credit - To inform employees that he or she may be eligible for Earned Income Credit (“EIC”) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- d. Contractor shall provide to all employees written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- e. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee’s start of work under or related to this Agreement.
- f. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Department of Workplace and Enforcement Standards, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.

- g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

8. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City’s current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law also requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland’s Living Wage Ordinance (see previous section), and must pay employees wages and provide benefits consistent with the City’s Living Wage Ordinance or the Minimum Wage Law, whichever are greater. For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

9. Equal Benefits Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, this Agreement is subject to the City’s Equal Benefits Ordinance (“EBO”), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The EBO only applies to those portions of a contractor’s operations that occur (1) within the City of Oakland; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor’s presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of the EBO shall not apply to subcontracts or subcontractors of any contractor.

If applicable, Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32 and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

10. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City’s Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If applicable, Contractor certifies that it has completed a signed certification form (Schedule O, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 2.32.

11. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers,” which restricts the City from entering into

professional service agreements with nuclear weapons makers, unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

12. Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

13. Political Prohibition

Subject to applicable State and Federal laws, Contractor agree that moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

14. Religious Prohibition

Contractor understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

15. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid for the duration of this Agreement.