

**CERTIFICATE FOR RELIANCE UPON BY COUNSEL
IN CONNECTION WITH ISSUANCE
OF AN OPINION LETTER**

This Certificate is made effective June 25, 2020 by the Fort Ord Reuse Authority (the “**Authority**”) for reliance upon by Kennedy, Archer & Giffen (the “**Authority Counsel**”) in connection with the issuance of an opinion letter dated of even date herewith (the “**Opinion Letter**”) by the Authority Counsel as a condition of the issuance by the Authority of Thirty Million Seven Hundred Five Thousand Dollars (\$30,705,000) in bonds (the “**Bonds**”) pursuant to that certain Bond Purchase Agreement (the “**Purchase Agreement**”) by and between the Authority and Stifel, Nicolaus & Company, Incorporated, on behalf of itself and as representative (the “**Representative**”) of Citigroup Global Markets, Inc. (together with the Representative, the “**Underwriters**”). The Authority is informed that the Purchase Agreement will be binding upon the Authority and the Underwriters upon the acceptance thereof by the Authority, and, together with (1) that certain Indenture of Trust dated June 1, 2020 (the “**Indenture**”) by and among the Authority, the City of Marina (the “**Administrator**”) and U.S. Bank National Association, as trustee (the “**Trustee**”), and (2) that certain Continuing Disclosure Certificate dated June 1, 2020 and executed by the Authority and the Administrator (the “**Continuing Disclosure Certificate**”), comprise the “**Bond Documents**”.

The terms used in this Certificate that are defined in the Purchase Agreement and the Opinion Letter have the same definitions when used herein, unless defined differently herein.

In connection with the Opinion Letter, the undersigned hereby certifies to the Authority Counsel for its reliance, the truth, accuracy, and completeness of the following matters:

1. The Authority Resolutions were duly adopted at proper meetings of the Authority, called and held pursuant to law, with such public notice as was required by law and at which quorums were present and acting throughout. The Authority Resolutions are in full force and effect and have not been modified, amended, or rescinded since their respective adoption dates.
2. The Bond Documents accurately reflect the Authority’s understanding with respect to the matters contained in, and the rights and obligations of the parties under, such documents. The terms and conditions of the issuance of the Bonds as reflected in the Bond Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Bond Documents.
3. The Bond Documents, the Preliminary Official Statement, and the Official Statement have been duly authorized, executed and delivered (as applicable) by the Authority to the Underwriters. The Bond Documents as so delivered are identical to the latest set of Bond Documents provided to the Authority Counsel before the date of this Certificate, and no amendments, changes or modifications to the Bond Documents have been made since the latest set of Bond Documents was so provided to the Authority Counsel.

4. The undersigned was the duly serving Executive Officer of the Authority at the respective times of the execution and delivery of the Bond Documents, and his signature appearing on each of the Bond Documents and on this Certificate is his genuine signature.

5. The execution and delivery of the Bond Documents and the Official Statement and compliance with the provisions of the Bond Documents, under the circumstances contemplated thereby, (1) do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound, and (2) do not and will not in any material respect constitute on the part of the Authority a violation, breach of, or default under any existing law, regulation, court order, or consent decree to which the Authority is subject.

6. Except as otherwise disclosed in the Schedule 1 to the Opinion Letter, there is no litigation or proceeding, pending and served, or threatened, adverse to or otherwise in which the Authority is a named party including without limitation a litigation or proceeding challenging the creation, organization, or existence of the Authority, or the validity of the Bonds or the Bond Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Authority would have a material adverse effect upon the financial condition or the revenues of the Authority, or which, in any manner, questions the right of the Authority to issue, sell and deliver the Bonds, to enter into the Bond Documents or to use the Pledged Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Authority or the Administrator to receive the Pledged Tax Revenues or the authority of the Authority to pledge the Pledged Tax Revenues.

7. The information relating to the Authority, the Pledged Tax Revenues contained in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the date of the Closing, does not contain any untrue statement of a material fact or omitted or omits, respectively, to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The undersigned has reviewed a draft of the Opinion Letter, including all of the assumptions stated therein, and certifies that he is unaware of any circumstance, fact, or reason that the Authority Counsel would not be justified in making any of such assumptions.

9. All representations and warranties of the Authority contained in the Bond Documents are true and accurate.

10. The undersigned has personal knowledge of the matters set forth herein.

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

THE AUTHORITY

Fort Ord Reuse Authority,
a California public corporation

By: *Joshua Metz*
Joshua Metz, Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Monterey)

On June 22, 2020, before me, Anita Shepherd-Sharp, Notary Public, Notary Public, personally appeared JOSHUA METZ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Anita Shepherd-Sharp* (Seal)

