

LOCAL OBLIGATIONS PURCHASE AGREEMENT

This LOCAL OBLIGATIONS PURCHASE AGREEMENT (this “Purchase Agreement”), dated August __, 2025, is by and among the following parties:

(i) Chula Vista Municipal Financing Authority (the “Authority”), a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”);

(ii) City of Chula Vista Community Facilities District No. 07-I (Otay Ranch Village Eleven) (“CFD No. 07-I”), a community facilities district organized and existing under the Mello-Roos Community Facilities Act of 1982, as amended (the “Mello-Roos Act”);

(iii) City of Chula Vista Community Facilities District No. 12-I (McMillan Otay Ranch Village Seven) (“CFD No. 12-I”), a community facilities district organized and existing under the Mello-Roos Act;

(iv) City of Chula Vista Community Facilities District No. 13-I (Otay Ranch Village Seven) (“CFD No. 13-I”), a community facilities district organized and existing under the Mello-Roos Act; and

(v) City of Chula Vista Community Facilities District No. 2001-1 (San Miguel Ranch) (“CFD No. 2001-1”), a community facilities district organized and existing under the Mello-Roos Act (CFD No. 07-I, CFD No. 12-I, CFD No. 13-I and CFD No. 2001-1 shall each be referred to herein as a “CFD” and together as the “CFDs”).

WITNESSETH:

WHEREAS, the Authority is authorized pursuant to Article 4 of the Act (the “Bond Law”) to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations to provide financing or refinancing for public capital improvements of certain local agencies within the State of California, including the CFDs;

WHEREAS, the CFDs are issuing the following bonds (the “Local Obligations”) pursuant to the following bond indentures to discharge the outstanding bonds described below:

(a) \$_____ City of Chula Vista Community Facilities District No. 2001-1 (San Miguel Ranch) Improvement Area B 2025 Special Tax Refunding Bonds (the “CFD No. 2001-1 Bonds”) being issued by CFD No. 2001-1 pursuant to a Bond Indenture, dated as of August 1, 2025 (the “CFD No. 2001-1 Indenture”), by and between CFD No. 2001-1 and Wilmington Trust, National Association, as trustee, to refund the outstanding City of Chula Vista Community Facilities District No. 2001-1 (San Miguel Ranch) Improvement Area B Special Tax Refunding Bonds, Series 2015 (the “Prior CFD No. 2001-1 Bonds”);

(b) \$_____ City of Chula Vista Community Facilities District No. 07-I (Otay Ranch Village Eleven) 2025 Special Tax Refunding Bonds (the “CFD No. 07-I Bonds”) being issued by CFD No. 07-I pursuant to a Bond Indenture, dated as of March 1, 2024 (the “Original CFD No. 07-I Indenture”), as supplemented and amended by the First Supplement to Bond Indenture, dated as of

August 1, 2025 (the “First Supplement” and together with the Original CFD No. 07-I Indenture, the “CFD No. 07-I Indenture”), by and between CFD No. 07-I and Wilmington Trust, National Association, as trustee, to refund the outstanding City of Chula Vista Community Facilities District No. 07-I (Otay Ranch Village Eleven) Special Tax Refunding Bonds, Series 2015 (the “Prior CFD No. 07-I Bonds”);

(c) \$_____ City of Chula Vista Community Facilities District No. 12-I (McMillan Otay Ranch Village Seven) 2025 Special Tax Refunding Bonds (the “CFD No. 12-I Bonds”) being issued by CFD No. 12-I pursuant to a Bond Indenture, dated as of August 1, 2025 (the “CFD No. 12-I Indenture”), by and between CFD No. 12-I and Wilmington Trust, National Association, as trustee, to refund the outstanding City of Chula Vista Community Facilities District No. 12-I (McMillan Otay Ranch Village Seven) Special Tax Refunding Bonds, Series 2015 (the “Prior CFD No. 12-I Bonds”);

(d) \$_____ City of Chula Vista Community Facilities District No. 13-I (Otay Ranch Village Seven) 2025 Special Tax Refunding Bonds (the “CFD No. 13-I Bonds”) being issued by CFD No. 13-I pursuant to a Bond Indenture, dated as of August 1, 2025 (the “CFD No. 13-I Indenture” and together with the CFD No. 2001-1 Indenture, the CFD No. 07-I Indenture and the CFD No. 12-I Indenture, the “CFD Indentures” and each a “CFD Indenture”), by and between CFD No. 13-I and Wilmington Trust, National Association, as trustee, to refund the outstanding City of Chula Vista Community Facilities District No. 13-I (Otay Ranch Village Seven) Special Tax Refunding Bonds, Series 2015 (the “Prior CFD No. 13-I Bonds” and together with the Prior CFD No. 2001-1 Bonds, the Prior CFD No. 07-I Bonds and the Prior CFD No. 12-I Bonds, the “Prior Bonds”); and

WHEREAS, the Authority has authorized the issuance of its \$_____ Chula Vista Municipal Financing Authority Local Agency Revenue Refunding Bonds, Series 2025 (the “Authority Bonds”), under an Indenture of Trust dated as of August 1, 2025 (the “Authority Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”) and under the Bond Law for the purpose of refunding the Authority’s Special Tax Revenue Refunding Bonds, Series 2015A; and

WHEREAS, the Authority and the CFDs desire to enter into this Purchase Agreement providing for the purchase and sale of the Local Obligations by the CFDs to the Authority and containing the other agreements herein set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and the CFDs agree as follows:

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the CFDs hereby commit to sell to the Authority and do hereby sell to the Authority, and the Authority hereby commits to purchase from the CFDs and does hereby purchase from the CFDs, the Local Obligations. The Local Obligations will bear the annual interest rates and mature at the times set forth in Exhibit A attached hereto and hereby made a part hereof. The aggregate purchase price of the Local Obligations is set forth below and the individual purchase price of each issue of the Local Obligations shall be as set forth in Exhibit A.

2. All terms not herein defined shall have the meanings given such terms in the Authority Indenture.

3. The CFDs confirm that there are no substantial conditions precedent to the issuance by the CFDs and to the sale (as provided herein) and the delivery to the Authority of the Local Obligations.

4. The parties hereto hereby specify August __, 2025, as the date of closing of the purchase of the Local Obligations hereunder (the "Closing Date"). The Local Obligations shall be registered in the name of the Trustee, as assignee of the Authority. On the Closing Date, each CFD shall issue and deliver its Local Obligations to the Trustee.

5. Each series of the Local Obligations shall be as described in the Official Statement dated as of the date hereof relating to the Authority Bonds (the "Official Statement") and shall be issued and secured under the provisions of the applicable CFD Indenture. The Local Obligations and interest thereon will be payable from Special Taxes levied and collected in accordance with the CFD Indentures.

6. Any action under this Purchase Agreement taken by the Authority, including payment for and acceptance of the Local Obligations, and delivery and execution of any receipt for the Local Obligations and any other instruments in connection with the closing on the Closing Date, shall be valid and sufficient for all purposes and binding upon the Authority, provided that any such action shall not impose any obligation or liability upon the Authority other than as may arise as expressly set forth in this Purchase Agreement.

7. It is a condition to the CFDs' sale and delivery of the Local Obligations to the Authority, and to the Authority's purchase of the Local Obligations, that the entire aggregate principal amount of the Local Obligations set forth in Exhibit A shall be delivered by the CFDs, and accepted by the Authority, on the Closing Date.

8. The CFDs have furnished some, but not all, of the information contained in the Official Statement and hereby authorize the use of that information by the Authority in connection with the public offering and sale of the Authority Bonds.

9. Each CFD represents and warrants to the Authority that:

(a) It is a community facilities district formed under the Mello-Roos Act, duly organized and existing under the Constitution and laws of the State of California, and has, and on the Closing Date will have, full legal right, power and authority (i) to enter into this Purchase Agreement and to execute and deliver its CFD Indenture relating to its Local Obligations (the CFD Indentures and this Purchase Agreement are referred to collectively herein as the "CFD Documents"), (ii) to issue, sell and deliver its Local Obligations to the Authority as provided herein, and (iii) to carry out and consummate the transactions contemplated by its CFD Documents and the Official Statement;

(b) It has complied, and will on the Closing Date be in compliance in all respects, with the CFD Documents to which it is a party;

(c) By official action of the City Council of the Chula Vista (the "City"), as the legislative body of the CFD, the CFD has duly authorized and approved the execution and delivery of, and the performance of its obligations contained in, its Local Obligations and its CFD Documents, and the consummation by it of all other transactions contemplated by the Official Statement;

(d) The execution and delivery of the CFD Documents to which it is a party and its Local Obligations and compliance with the provisions of each thereof, and the carrying out and consummation of the transactions contemplated by the Official Statement, will not conflict with or constitute a breach of or a default under any applicable law or administrative regulation of the State of California or the United States, or any applicable judgment, decree, agreement or other instrument to which it is a party or is otherwise subject;

(e) To its knowledge, at the time of its acceptance hereof and at all times subsequent thereto up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein with respect to it and its CFD Documents, in the light of the circumstances under which they were made, not misleading;

(f) Except as described in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending or, to its knowledge, threatened against it, wherein an unfavorable decision, ruling or finding would: (i) affect its creation, organization, existence or powers or the titles of its members and officers to their respective offices, (ii) enjoin or restrain the issuance, sale and delivery of its Local Obligations, the levy and receipt of the Special Taxes which secure its Local Obligations, or the pledge thereof, (iii) in any way question or affect any of its rights, powers, duties or obligations with respect to the moneys pledged or to be pledged to pay the principal of, premium, if any, or interest on its Local Obligations, (iv) in any way question or affect any authority for the issuance of its Local Obligations, or the validity or enforceability of its Local Obligations or the CFD Documents to which it is a party, or (v) in any way question or affect this Purchase Agreement or the transactions contemplated by the CFD Documents to which it is a party, the Official Statement, the other documents referred to in the Official Statement, or any other agreement or instrument to which it is a party relating to its Local Obligations;

(g) It will furnish such information, execute such instruments and take such other action in cooperation with the Authority, as the Authority may reasonably request, to qualify the Authority Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Authority may designate, and will assist, if necessary therefor, in the continuance of such qualifications in effect as long as required for the distribution of the Authority Bonds; provided, however, that it shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state;

(h) Any certificate signed by any official of the City authorized to do so on its behalf shall be deemed a representation and warranty by the CFD to the Authority as to the statements made therein.

10. If between the date of this Purchase Agreement and the date twenty-five (25) days after the Closing Date an event occurs which is materially adverse to the purpose for which the Official Statement is to be used which is not disclosed in the Official Statement, it shall notify the Authority of such fact.

11. At 9:00 a.m., Pacific Time, on the Closing Date, or at such other time or on such other date as is mutually agreed by the City and the Authority (a) the CFDs will deliver the Local Obligations to the Trustee in definitive form, duly executed, together with the other documents hereinafter mentioned, (b) subject to the terms and conditions hereof, the Trustee will accept such

delivery and pay the purchase price of the Local Obligations. Delivery and payment, as aforesaid, shall be made at such place as shall have been mutually agreed upon by the City and the Authority.

12. The Authority has entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the CFDs contained herein and to be contained in the documents and instruments to be delivered on the Closing Date, and upon the performance by the CFDs of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Local Obligations shall be subject to the performance by the CFDs of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and shall also be subject to the following conditions:

(a) The representations and warranties of the CFDs contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date the CFD Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except in either case as may have been agreed to by both the Authority and _____, as original purchaser of the Authority Bonds (the "Purchaser");

(c) As of the Closing Date, all official action of the CFDs relating to the issuance of the Local Obligations and the execution and delivery of the CFD Documents, shall be in full force and effect, and there shall have been taken all such actions as, in the opinion of Stradling Yocca Carlson & Rauth LLP ("Bond Counsel"), shall be necessary or appropriate in connection therewith, with the issuance of the Authority Bonds and the Local Obligations, and with the transactions contemplated hereby, all as described in the Official Statement;

(d) The Authority shall have the right to terminate the Authority's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Local Obligations by notifying the CFDs of its election to do so if, after the execution hereof and prior to the Closing Date: (i) either the marketability of the Authority Bonds or the market price of the Authority Bonds, in the opinion of the Authority, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of California, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State of California, or by a tentative decision with respect to legislation reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or the Senate of the Congress of the United States or either house of the Legislature of the State of California, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of California by the Governor of the State of California in an executive communication, affecting the tax status of the Authority or the CFDs, their property or income, their bonds (including the Authority Bonds and the Local Obligations) or the interest thereon, or any tax exemption granted or authorized by the Bond Law; (ii) the United States shall have become engaged in: hostilities which have resulted in a declaration of war or national emergency, or there shall have occurred any other outbreak of hostilities, or a local, national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable

opinion of the Authority, would affect materially and adversely the ability of the Authority to market the Authority Bonds (it being agreed by the Authority that there is no outbreak, calamity or crisis of such a character as of the date hereof); (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities; (iv) there shall have occurred a withdrawal or downgrading of any rating assigned to the Authority Bonds; (v) an event occurs which in the opinion of the Authority requires a supplement or amendment to the Official Statement, and such supplement or amendment is not agreed to by the CFDs; or (v) any other event occurs which results in the Purchaser for the Authority Bonds canceling its purchase of the Authority Bonds; and

(e) On or prior to the Closing Date, the Authority shall have received each of the following documents:

(1) All documents and opinions required to be received by the Trustee prior to the application of proceeds of the Authority Bonds to the purchase of the Local Obligations;

(2) Opinions, in form and substance satisfactory to the CFDs and the Authority, dated as of the Closing Date, of Bond Counsel, approving, without qualification, the validity of the Local Obligations;

(3) A letter of Bond Counsel, dated the Closing Date and addressed to the Authority and the Purchaser, to the effect that the opinions referred to in the preceding subparagraph (2) may be relied upon by the Authority and the Purchaser to the same extent as if such opinions were addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Authority and the Purchaser, of Bond Counsel to the effect that this Purchase Agreement has been duly authorized, executed and delivered by, and, assuming due authorization, execution and delivery by the Authority, constitutes a legal, valid and binding agreement of the CFDs enforceable in accordance with its terms, except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought, and that the statements contained in the Official Statement (including the cover page and the Appendices thereto), insofar as such statements purport to summarize certain provisions of the Local Obligations or the CFD Documents, are accurate in all material respects;

(5) A certificate dated the Closing Date signed by an official of the CFDs having knowledge of the facts, to the effect that:

(i) The representations and warranties of the CFDs contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; and

(ii) The CFDs have complied with all agreements, covenants and arrangements, and satisfied all conditions, on their part to be complied with or satisfied on or prior to the Closing Date.

(6) An opinion, dated the date of Closing and addressed to the Authority and the Purchaser, of the City Attorney to the City (or any acting City Attorney), as counsel to the CFDs, to the effect that (A) the CFD Documents have been duly authorized, executed and delivered

by the CFDs and constitute the legal, valid and binding agreement of the CFDs enforceable in accordance with their respective terms, except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought, (B) except as is specifically disclosed in the Official Statement, and to the best of their knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City or any CFD has been served with process or threatened, which (i) in any way questions the powers of the City Council or of any CFD, (ii) in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of any of the Local Obligations, (iii) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the CFD Documents, (iv) which, in any way, could adversely affect the validity or enforceability of the CFD Documents or any of the Local Obligations, or (v) in any other way questions the status of the Local Obligations under State tax laws or regulations, and (C) neither the execution and delivery of the Local Obligations and the CFD Documents, nor the consummation of the transactions on the part of each CFD contemplated therein or the compliance by each CFD with the provisions thereof, will conflict with, or constitute on the part of any CFD a violation of, or a breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the City or any CFD is a party or by which it is bound, (ii) any provision of the Mello-Roos Act or the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which any CFD (or the members of the City Council of the City or any of its officers in their respective capacities as such) is subject, that would have a material adverse effect on the ability of any CFD to perform its respective obligations under its respective series of Local Obligations or CFD Documents; provided, however, that no opinion need be expressed as to financial capability or lack thereof;

(7) Such additional legal opinions, certificates, instruments and documents as the Authority may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the CFDs' representations and warranties contained herein and of the statements and information contained in the Official Statement; and

(8) Executed copies of the CFD Documents.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Authority, but the approval of the Authority shall not be unreasonably withheld. The issuance and delivery of the Local Obligations shall constitute evidence of the satisfactory nature of such as to the Authority and the Purchaser. The performance of any and all obligations of the CFDs hereunder and the performance of any and all conditions contained herein for the benefit of the Authority may be waived by the Authority in its sole discretion.

If the CFDs shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Local Obligations contained in this Purchase Agreement, or if the obligations of the Authority to purchase, accept delivery of and pay for the Authority Bonds shall be terminated for any reason, this Purchase Agreement shall terminate, and neither the Authority nor the CFDs shall be under further obligation hereunder, except that the respective obligations of the CFDs and the Authority set forth in paragraphs 13 and 14 hereof shall continue in full force and effect.

13. The CFDs shall be under no obligation to pay, and the Authority shall pay the expenses incurred in connection with issuance of the Authority Bonds and the Local Obligations from proceeds of the Authority Bonds.

14. This Purchase Agreement is made solely for the benefit of the CFDs and the Authority (including their successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the CFDs' representations, warranties and agreements contained in this Purchase Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Authority or (ii) delivery of and payment for the Authority Bonds pursuant to the Authority Indenture. The agreements contained in this paragraph shall survive any termination of this Purchase Agreement.

15. 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.

16. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, the Authority and the CFDs have each caused this Purchase Agreement to be executed by their duly authorized officers all as of the date first above written.

**CHULA VISTA MUNICIPAL FINANCING
AUTHORITY**

By _____
Chief Financial Officer

**CITY OF CHULA VISTA COMMUNITY FACILITIES
DISTRICT NO. 2001-1 (SAN MIGUEL RANCH)**

By _____
Director of Finance/Treasurer of the City of Chula Vista,
on behalf of City of Chula Vista Community Facilities
District No. 2001-1 (San Miguel Ranch)

**CITY OF CHULA VISTA COMMUNITY FACILITIES
DISTRICT NO. 07-I (OTAY RANCH VILLAGE
ELEVEN)**

By _____
Director of Finance/Treasurer of the City of Chula Vista,
on behalf of City of Chula Vista Community Facilities
District No. 07-I (Otay Ranch Village Eleven)

**CITY OF CHULA VISTA COMMUNITY FACILITIES
DISTRICT NO. 12-I (MCMILLAN OTAY RANCH
VILLAGE SEVEN)**

By _____
Director of Finance/Treasurer of the City of Chula Vista,
on behalf of City of Chula Vista Community Facilities
District No. 12-I (McMillan Otay Ranch Village Seven)

**CITY OF CHULA VISTA COMMUNITY FACILITIES
DISTRICT NO. 13-I (OTAY RANCH VILLAGE SEVEN)**

By _____
Director of Finance/Treasurer of the City of Chula Vista,
on behalf of City of Chula Vista Community Facilities
District No. 13-I (Otay Ranch Village Seven)

EXHIBIT A

MATURITY SCHEDULES AND PURCHASE PRICES

CFD NO. 2001-1 BONDS

The purchase price of the CFD No. 2001-1 Bonds shall be: \$_____ (representing the par amount of the CFD No. 2001-1 Bonds, [plus/less] original issue [premium/discount] of \$_____, less allocated Purchaser's discount of \$_____).

| <i>Date</i> <i>(September 1)</i> | <i>Principal</i> | <i>Coupon</i> |
|-------------------------------------|------------------|---------------|
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CFD NO. 07-I BONDS

The purchase price of the CFD No. 07-I Bonds shall be: \$_____ (representing the par amount of the CFD No. 07-I Bonds, [plus/less] original issue [premium/discount] of \$_____, less allocated Purchaser's discount of \$_____).

| <i>Date</i> <i>(September 1)</i> | <i>Principal</i> | <i>Coupon</i> |
|-------------------------------------|------------------|---------------|
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CFD NO. 12-I BONDS

The purchase price of the CFD No. 12-I Bonds shall be: \$_____ (representing the par amount of the CFD No. 12-I Bonds, [plus/less] original issue [premium/discount] of \$_____, less allocated Purchaser's discount of \$_____).

| <i>Date</i> <i>(September 1)</i> | <i>Principal</i> | <i>Coupon</i> |
|-------------------------------------|------------------|---------------|
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CFD NO. 13-I BONDS

The purchase price of the CFD No. 13-I Bonds shall be: \$_____ (representing the par amount of the CFD No. 13-I Bonds, [plus/less] original issue [premium/discount] of \$_____, less allocated Purchaser's discount of \$_____).

| <i>Date</i> <i>(September 1)</i> | <i>Principal</i> | <i>Coupon</i> |
|-------------------------------------|------------------|---------------|
|-------------------------------------|------------------|---------------|