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SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
ASSESSMENT AREA NO. 2
SPECIAL ASSESSMENT BONDS, SERIES 2025

PURCHASE CONTRACT

[Pricing Date]

Superstition Vistas Community Facilities District No. 2
c/o City of Apache Junction, Arizona
300 E. Superstition Boulevard
Apache Junction, Arizona 85119

The undersigned, on behalf of Hilltop Securities Inc. (the “Underwriter”), offers to enter into the following purchase contract (this “Contract”) with Superstition Vistas Community Facilities District No. 2 (the “Issuer”), which, upon the Issuer’s written acceptance of such offer, will be binding upon the Issuer and upon the Underwriter. Such offer is made subject to the Issuer’s written acceptance hereof on or before 11:59 p.m., Arizona Time, on the date indicated above, and, if not so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Official Statement and the Bond Resolution (each as defined herein).

In addition to acceptance of this Contract by the Issuer as provided herein, the obligations of the Underwriter under this Contract shall be conditioned on the execution and delivery of the Indemnity Letter, dated the date hereof (the “Brookfield Homes Indemnity Letter”), by Brookfield Homes Holdings LLC (“Brookfield Homes”), attached as Attachment I hereto, and the Indemnity Letter, dated the date hereof (the “Developer Indemnity Letter”), by Brookfield ASLD 8500 LLC (the “Developer”), attached as Attachment II hereto.

Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the Issuer has consulted its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Underwriter has provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the Issuer.

1. Purchase and Sale of the Bonds. (c) Subject to the terms and conditions and in reliance upon the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2 Special Assessment Bonds, Series 2025 (the "Bonds").

(a) The principal amount, maturities, redemption provisions and interest rates per annum effecting yields with respect to the Bonds are set forth in the Schedule attached hereto. The Bonds shall be as described in and shall be issued and secured under and pursuant to the provisions of, the resolution adopted by the Board of Directors of the Issuer (the "District Board") on May 6, 2025 (the "Bond Resolution").

(b) The purchase price for the Bonds shall be \$_____ representing the principal amount of the Bonds, less underwriting compensation of \$_____.

2. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price (or not less than the yield) set forth on the inside front cover page of the Official Statement (as defined herein) and may subsequently change such offering price (or yield) without any requirement of prior notice. Subject to the issue price rules, the Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on Schedule attached hereto and stated on the inside front cover page of the Official Statement.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer on the Closing Date (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Greenberg Traurig, LLP ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except as otherwise set forth in Schedule II attached hereto,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the

Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II also sets forth, as of the date of this Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) The close of the fifth (5th) business date after the sale date; or

(ii) The date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

(d) [The Underwriter confirms that:

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

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

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

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

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

(e) [The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.]

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

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

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

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

(iv) [“sale date” means the date of execution of this Contract by all parties.]

3. The Official Statement.

(a) The Issuer has caused the Preliminary Official Statement, dated _____, 2025 (the “Preliminary Official Statement”), relating to the Bonds to be prepared for use in connection with the public offering, sale and distribution of the Bonds by the Underwriter. The Issuer hereby deems the Preliminary Official Statement final as of its date for all purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended and supplemented (the “Rule”), except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by the Rule.

(b) The Issuer hereby authorizes the preparation of the Official Statement, to be dated of even date herewith (the “Official Statement”), of the Issuer relating to the Bonds and the use of the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE ISSUER IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT, RESPECTIVELY, THE ISSUER IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT. The Issuer consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of

the Issuer's acceptance of this Contract (but, in any event, not later than within seven business days after the Issuer's acceptance of this Contract and in sufficient time to accompany any confirmation that requests payment from any customer) copies (including electronic copies) of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with paragraph (b)(4) of the Rule and the rules of the MSRB.

(c) If, after the date of this Contract to and including the date the Underwriter is no longer required to provide the Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer shall notify the Underwriter (and provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement, as so amended and supplemented, shall 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 not misleading or so that the Official Statement shall comply with law. If such notification shall be subsequent to the Closing Date, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

4. Representations, Warranties, and Covenants of the Issuer. The undersigned, on behalf of the Issuer, hereby represents and warrants to, and the Issuer hereby covenants with, as applicable, the Underwriter that:

(a) The Issuer is a community facilities district of the State of Arizona (the "State"), duly created, organized and existing under the laws of the State, specifically Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Act") and has full legal right, power and authority under the Act, and at the Closing Date shall have full legal right, power and authority under the Act and the Bond Resolution (i) to adopt, enter into, execute and deliver, as applicable, this Contract, the Bond Resolution, the Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of June 1, 2025 (the "Paying Agent/Registrar Agreement"), by and between the Issuer and U.S. Bank Trust Company, National Association, as paying agent and registrar (the "Paying Agent/Registrar"), a written undertaking by the Issuer to provide certain continuing disclosure for the benefit of certain beneficial owners of the Bonds as required under paragraph (b)(5) of the Rule in form and substance satisfactory to the Underwriter which shall be

substantially in the form set forth in the Official Statement with such changes as may be agreed in writing by the Underwriter (the “Undertaking”), the Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of October 10, 2022, by and among the City of Apache Junction, Arizona (the “City”), the Issuer, Brookfield Homes and the Developer, as thereafter amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of January 25, 2024 (as so amended, the “CFD Development Agreement”), by and among the City, the Issuer, Brookfield Homes and the Developer, the Superstition Vistas Community Facilities District No. 2 Waiver and Development Agreement Pertaining To The To Be Formed Assessment Area No. 2, dated as of March 31, 2025 (the “Waiver Agreement” and, together with the CFD Development Agreement, the “Development Agreement”), by and among the Issuer, Brookfield Homes, the Developer and other owners of certain land within the boundaries of the Issuer, the Blanket Issuer Letter of Representations (the “DTC Letter”), by and between the Issuer and The Depository Trust Company (“DTC”) and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Contract, the Bond Resolution, the Paying Agent/Registrar Agreement, the Undertaking, the Development Agreement, the DTC Letter and the other documents referred to in this clause (i), collectively, the “Issuer Documents”); (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein; (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement; and (iv) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement), and the Issuer has complied, and shall on the Closing Date be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the sale and issuance of the Bonds; (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents; and (iii) the consummation by it of all other transactions contemplated by the Preliminary Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Bond Resolution (i) authorizes the authorization, execution, delivery and issuance, as applicable, of the Issuer Documents and the Bonds as well as the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) and the selling of the Bonds to the Underwriter; (ii) has been duly and validly adopted by the Issuer; and (iii) is in full force and effect;

(d) The Issuer Documents shall constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to Creditors’ Rights Laws; the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Contract, shall constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to Creditors’ Rights Laws and upon the issuance, authentication and delivery of the Bonds as aforesaid and the Bond Resolution shall provide, for the benefit of the registered owners, from

time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth therein;

(e) The Issuer is not in breach of or default in any respect under any applicable constitutional provision, statute or administrative rule or 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 Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein shall not conflict with or constitute a breach of or default under any constitutional provision, statute, administrative rule or regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor shall any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such statute, rule or regulation or instrument, except as provided by the Bond Resolution;

(f) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters 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 due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the "blue sky" or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(g) The Bonds and the Issuer Documents conform to the descriptions thereof contained in the Official Statement, and the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement;

(h) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or overtly threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the levy or collection of the Special Assessments (as defined in the Official Statement) from which principal of and interest on the Bonds are to be paid pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or, when finalized, the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor is there any basis therefor, wherein an unfavorable decision, ruling or

finding would materially, adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(i) The Preliminary Official Statement did not and, as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 3(c) of this Contract) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to Section 3(c) of this Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement, as so supplemented or amended, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer shall apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and shall not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal or State income tax purposes of the interest on the Bonds;

(m) The Issuer shall furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer shall not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and shall advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial information regarding the Issuer in the Preliminary Official Statement fairly presents, and in the Official Statement shall fairly present, the financial position and results of the Issuer as of the dates and for the periods therein set forth, and, prior to the Closing Date, there shall be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer;

(o) The Issuer is not a party to any litigation or other proceeding pending or overtly threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer, and except as disclosed in the Official Statement, the Issuer is not a party to any contract or agreement or subject to any restriction, the performance of or compliance with which may have a material adverse effect on the financial condition, operations or prospects of the Issuer or ability of the Issuer to materially comply with all the requirements set forth in the Official Statement, the Issuer Documents and the Bonds;

(p) Prior to the Closing Date, the Issuer shall not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Underwriter;

(q) Except as disclosed in the Official Statement, the Issuer is in material compliance with each and every continuing disclosure undertaking entered into pursuant to the Rule for the past five years, as applicable;

(r) The Issuer has fully submitted the information required, if any, with respect to previous issuances of bonds, securities and lease-purchase agreements of the Issuer pursuant to Section 35-501(B), Arizona Revised Statutes, and will file the information relating to the Bonds required to be submitted pursuant thereto within sixty (60) days of the Closing Date, and, except as otherwise indicated in the Official Statement, the Issuer has been and is in full compliance with the terms of all continuing disclosure undertakings previously executed by the Issuer pursuant to the Rule, if any; and

(s) The officers and officials of the Issuer executing the Official Statement, the Issuer Documents and the Bonds and the officers and officials of the Issuer listed on the certificate of the Issuer to be delivered on the Closing Date have been or will have been duly appointed and are or will be qualified to serve as such officers and officials of the Issuer, and any certificate signed by any officer or official of the Issuer authorized to do so in connection with the transactions contemplated by this Contract shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

5. Closing. (a) At 8:00 a.m., Arizona Time, on [Closing Date], or at such other time or on such other date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing Date"), the Issuer shall, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter shall, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Contract by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of Bond Counsel or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds shall be made through the facilities of DTC or, if by the means of a "Fast Automated Securities Transfer," with the Paying Agent/Registrar. The Bonds shall be printed or lithographed, shall be prepared and delivered as fully registered bonds, one

Bond for the full amount maturing on each maturity date, and shall be registered in the name of "Cede & Co." and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

6. Closing Conditions. The Underwriter has entered into this Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and of Brookfield Homes contained in the Brookfield Homes Indemnity Letter, and of the Developer contained in the Developer Indemnity Letter, and to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the Issuer of its obligations hereunder, by Brookfield Homes pursuant to the Brookfield Homes Indemnity Letter, and by the Developer pursuant to the Developer Indemnity Letter, both as of the date hereof and on the Closing Date. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, by Brookfield Homes of its obligations pursuant to the Brookfield Homes Indemnity Letter, and by the Developer of its obligations pursuant to the Developer Indemnity Letter, and under such documents and instruments on or prior to the Closing Date and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein, of Brookfield Homes contained in the Brookfield Homes Indemnity Letter, and of the Developer contained in the Developer Indemnity Letter 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) The Issuer shall have performed and complied with all covenants and agreements required by this Contract to be performed or complied with by it prior to or on the Closing Date;

(c) On the Closing Date, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and Counsel to the Underwriter (as defined herein) to deliver their respective opinions referred to hereinafter;

(d) On the Closing Date, all official action of the Issuer relating to the Issuer Documents and the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) Prior to or on the Closing Date, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered, and the Paying Agent/Registrar shall have duly authenticated, the Bonds;

(f) Prior to or on the Closing Date, no “event of default” shall have occurred or be existing under this Contract, nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an event of default under this Contract;

(g) Prior to or on the Closing Date, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, Brookfield Homes or the Developer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(h) Prior to or on the Closing Date, the Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(i) Prior to or on the Closing Date, all steps to be taken and all instruments and other documents to be executed and all other legal matters in connection with the transactions contemplated by this Contract shall be reasonably satisfactory in legal form and effect to the Underwriter; and

(j) Prior to or on the Closing Date, the Underwriter shall have received an electronic copy of the transcript of all proceedings of the Issuer relating to the authorization and issuance of the Bonds, certified, as necessary, by appropriate officials of the Issuer, including, but not limited to, the following documents:

(i) An unqualified approving opinion of Bond Counsel, as to the Bonds, dated the Closing Date, addressed to the Issuer and substantially in the form included in the Official Statement;

(ii) The supplemental opinion of Bond Counsel, as Bond Counsel and Counsel to the Issuer, dated the Closing Date, addressed to the Underwriter and substantially in the form attached hereto as Exhibit B;

(iii) The opinion of Ballard Spahr LLP, Counsel to Brookfield Homes and the Developer, dated the Closing Date, addressed to the Underwriter and the Issuer and substantially in the form attached hereto as Exhibit C;

(iv) The opinion of Squire Patton Boggs (US) LLP, Counsel to the Underwriter, dated the Closing Date, addressed to the Underwriter and substantially in the form attached hereto as Exhibit D;

(v) A consent of Schnepf Ellsworth Appraisal Group, LLC, dated the Closing Date, addressed to the Underwriter and substantially in the form attached hereto as Exhibit E;

(vi) A certificate from Brookfield Homes, dated the Closing Date, signed by an authorized official of Brookfield Homes and in form and substance satisfactory to the Issuer and the Underwriter, to the effect that the representations and warranties contained in the Brookfield Homes Indemnity Letter and in the documents executed by Brookfield Homes in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing Date;

(vii) A certificate from the Developer, dated the Closing Date, signed by an authorized official of the Developer and in form and substance satisfactory to the Issuer and the Underwriter, to the effect that the representations and warranties contained in the Developer Indemnity Letter and in the documents executed by the Developer in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing Date;

(viii) A certificate or certificates of the Issuer, dated the Closing Date, signed by an authorized official or officials of the Issuer and in form and substance satisfactory to the Underwriter, in which such official states that:

(I) the representations and warranties contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(II) except as described in the Official Statement, no litigation is pending or overtly threatened before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds thereof or the performance by the Issuer of the provisions of the Issuer Documents or the levy and collection of the Special Assessments for payment of the Bonds; (B) in any way contesting or affecting the authority for, or the validity of, this Contract or the application of the proceeds of the Bonds or (C) in any way contesting the existence or powers of the Issuer;

(III) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors;

(IV) the Issuer has complied with all the agreements and covenants and satisfied all the conditions on its part to be performed or satisfied prior to or on the Closing Date; and

(V) 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 Closing Date, are true, correct and complete in all material respects and do not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements, in light of the circumstances under which such statements were made, not misleading, and no event has occurred since the respective dates of the Preliminary Official Statement and the Official Statement which should be disclosed therein which it is necessary to disclose therein in order to make the statements and information therein not misleading, provided that, as to information related to DTC and its book-entry only system, the Issuer relies solely on the information so provided by DTC;

(ix) A specimen of the Bonds;

(x) A certified copy of the Bond Resolution;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by the Chairman of the District Board;

(xii) A non-arbitrage certificate of the Issuer, in form and substance satisfactory to Bond Counsel;

(xiii) The filing copy of the Information Return Form 8038-G (IRS) and of the Report of Bond and Security Issuance pursuant to Section 35-501(B), Arizona Revised Statutes;

(xiv) An executed copy of each of the Issuer Documents;

(xv) The opinions of counsel to certain other landowners within the boundaries of the Issuer who are a party to the Waiver Agreement (not including the Developer and Brookfield Homes), addressed to the Issuer, Bond Counsel and the Underwriter, dated the Closing Date, covering such matters as the Issuer, Bond Counsel and the Underwriter may reasonably request; and

(xvi) Such additional opinions, letters, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to satisfy conditions to the issuance of the Bonds required by the Bond Resolution, to evidence the truth and accuracy on the Closing Date, or prior to such date, of the representations and warranties of the Issuer, Brookfield Homes and the Developer, and the due performance or satisfaction by the Issuer, Brookfield Homes and the Developer of all agreements and covenants then to be performed and all conditions then to be satisfied by the Issuer, Brookfield Homes and the Developer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer, Brookfield Homes or the Developer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 8(c) hereof shall continue in full force and effect.

7. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Contract by written notice to the Issuer if, at any time after the execution of this Contract to and including the Closing Date, in the Underwriter's sole and reasonable judgment, any of the following events shall occur:

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United

States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(ii) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

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

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds or the Bond Resolution, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer, Brookfield Homes or the Developer shall have occurred; or

(vi) any rating on bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or

marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

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

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

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended.

8. Expenses. (a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay or cause to be paid from the proceeds of the sale of the Bonds, the expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (1) the cost of printing, engraving or typewriting and mailing or delivering the definitive Bonds, the Preliminary Official Statement, the Official Statement and the Issuer Documents in reasonable quantities and all other documents (other than as set forth in the next succeeding paragraph) prepared in connection with the transactions contemplated hereby; (2) the fees and disbursements of the Paying Agent/Registrar in connection with the issuance of the Bonds; (3) the fees and disbursements of Bond Counsel in connection with the issuance of the Bonds; (4) the fees and disbursements of any other experts or consultants retained by the Issuer in connection with the transactions contemplated hereby; and (5) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses (including, but not limited to, meals, transportation and lodging) incurred by the Underwriter in connection with the sale and issuance of the Bonds. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) The Underwriter shall pay: (i) the cost of preparation and printing of this Contract; (ii) the fees and disbursements of Counsel to the Underwriter; (iii) all advertising expenses in connection with the public offering of the Bonds; and (iv) all other expenses incurred by the Underwriter in connection with the public offering of the Bonds.

(c) If this Contract shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions

of this Contract, or if for any reason the Issuer shall be unable to perform its obligations under this Contract, the Issuer will reimburse the Underwriter for all “out-of-pocket” expenses (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Contract or the offering contemplated hereunder.

9. (a) Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same to the address set forth on the first page of this Contract, and any notice or other communication to be given to the Underwriter pursuant to this Contract may be given by delivering the same in writing to Hilltop Securities Inc., 4455 E. Camelback Rd., Suite E280, Phoenix, Arizona 85018, Attention: Janelle Gold.

(b) Parties in Interest. This Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer’s representations, warranties, covenants and agreements contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Contract and (iii) any termination of this Contract.

(c) Effectiveness. This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

(d) Choice of Law. This Contract shall be governed by and construed in accordance with the law of the State.

(e) Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

(f) Business Day. For purposes of this Contract, “business day” means any day on which the New York Stock Exchange is open for trading.

(g) Section Headings. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

(h) Counterparts. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

10. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either

may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either, from any other party to the contract arising as the result of the contract. This Section 10 is not intended to expand or enlarge the rights of the Issuer hereunder except as required by Section 38-511, Arizona Revised Statutes. Each of the parties hereto hereby certifies that it is not presently aware of any violation of Section 38-511, Arizona Revised Statutes, which would adversely affect the enforceability of this Contract and covenants that it shall take no action which would result in a violation of Section 38-511, Arizona Revised Statutes.

11. Electronic Signature. The electronic signature of a party to this Contract shall be as valid as an original signature of such party and shall be effective to bind such party to this Contract. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

If you agree with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Underwriter. This Contract shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

HILLTOP SECURITIES INC.

By: _____

Printed Name: _____

Title: _____

ACCEPTED AT __: __ M., M.S.T. ON
_____, 2025

SUPERSTITION VISTAS COMMUNITY
FACILITIES DISTRICT NO. 2

By _____

Bryant Powell, District Manager

SCHEDULE

\$(PAR)
SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
ASSESSMENT AREA NO. 2
SPECIAL ASSESSMENT BONDS, SERIES 2025

Aggregate Principal Amount: \$(PAR)

Interest Payment Dates: [January 1, 2026], and each July 1 and January 1 thereafter

Maturity Schedule:

Maturity Date (July 1)	Principal Amount	Per Annum Interest Rate	Yield
	\$	%	%

Redemption Provisions:

Special Optional Redemption. The Bonds will be redeemed at the option of the District in whole or in part on any Interest Payment Date, upon not more than sixty (60) nor less than thirty (30) days' prior notice, upon payment of the applicable redemption price which will consist of the principal amount of the Bonds so redeemed, plus interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the applicable redemption date without premium (i) if and to the extent on or after the completion of the Public Infrastructure (as defined in the Official Statement) amounts are transferred from the Acquisition Fund (as defined in the Bond Resolution) for such purpose, (ii) from the prepayment of any Special Assessment by the owner of any Assessed Lot (as defined in the Official Statement), (iii) from the proceeds from the sale of any delinquent Special Assessments, to the extent such proceeds are not used to replenish the Reserve Fund to an amount equal to the Reserve Fund Requirement (each term as defined in the Official Statement) and (iv) from amounts transferred from the Reserve Fund, if and to the extent the amount held in the Reserve Fund, together with the amount held in the Bond Fund (as defined herein), is sufficient to pay the principal amount of all Bonds outstanding on an Interest Payment Date, together with the accrued interest on such Bonds as of such Interest Payment Date.

[Optional Redemption. The Bonds maturing on or after July 1, 20__, will be redeemable, on or after July 1, 20__, at the option of the District, in whole on any date or, in part on any Interest Payment Date, upon not more than sixty (60) nor less than thirty (30) days' prior notice, upon payment of the applicable redemption price which will consist of the principal amount of the Bonds so redeemed plus interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the applicable redemption date without premium.

Mandatory Redemption. The Bonds maturing in the following years will be redeemed on the following redemption dates and in the following (sinking fund) amounts upon not more than sixty (60) nor less than thirty (30) days' prior notice, upon payment of the applicable redemption price which will consist of the principal amount of the Bonds so redeemed plus interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the applicable redemption date without premium:]

Redemption Date (July 1)	Principal Amount
Bonds Maturing in 20__	\$

*

* Maturity

Bonds Maturing in 20__
\$

*

*Maturity

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or delivered to the Paying Agent/Registrar for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro-rata basis, to the extent practicable; provided, however that each remaining mandatory payment shall be in an amount which is an authorized denomination.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

Hilltop Securities Inc. (“Hilltop”), as Underwriter for the Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2 Special Assessment Bonds, Series 2025 (the “Bonds”), based on its knowledge regarding the sale of the Bonds, certifies as of this date as follows:

(1) Issue Price.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price at the respective yield listed in Schedule A attached hereto (the “Sale Price” as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity of the Bonds is \$[] (the “Issue Price”).]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the “General Rule Maturities,” the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto (the “Sale Price” as applicable to each Maturity of the General Rule Maturities).

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

(C) As set forth in the Purchase Contract, dated [Pricing Date], between Hilltop and the Issuer (as defined herein), Hilltop has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Hilltop has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is \$[] for the Bonds (the “Issue Price”).]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Hilltop offered, on or before the Sale Date, each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the “Initial Offering Prices”). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is \$[] (the “Issue Price”).

(B) As set forth in the Purchase Contract, dated [Pricing Date], between Hilltop and the Issuer, Hilltop has agreed in writing that, (i) for each Maturity of the Bond, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Hilltop has not offered or sold any Maturity of the Bond at a price that is higher than the respective Initial Offering Price for that Maturity of the Bond during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of “Holding Period” and “Sale Date.”]

[“Holding Period” means, for each Hold-the-Offering-Price Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Hilltop has sold at least 10% of such Maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

“Issuer” means Superstition Vistas Community Facilities District No. 2.

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

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

[“Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Issue is [Pricing Date].]

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

All capitalized terms not defined in this certificate have the meaning set forth in Issuer’s Certificate Relating to Federal Tax Matters dated the date hereof.

The signer is an officer of Hilltop and duly authorized to execute and deliver this Certificate of Hilltop. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Hilltop’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating to Federal Tax Matters of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

HILLTOP SECURITIES INC.

By: _____

Title: _____

SCHEDULE A

Actual Sales Information as of Closing Date

General Rule Maturities

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Issue Price</u>
	\$	%	%	%	\$

[Hold-the-Offering-Price Maturities]

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Issue Price</u>
	\$	%	%	%	\$

[*Yield and Price assume redemption on July 1, 20__, the earliest optional redemption date.]

SCHEDULE B

[Actual Sales for Undersold Maturities as of the Closing Date

[PRICING WIRE OR EQUIVALENT COMMUNICATION]
(Attached)

EXHIBIT B
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[GREENBERG TRAURIG, LLP]

[Closing Date]

Hilltop Securities Inc.
4455 East Camelback Road, Suite E280
Phoenix, Arizona 85018

Re: Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2
Special Assessment Bonds, Series 2025

WE HAVE ACTED as Bond Counsel to Superstition Vistas Community Facilities District No. 2 (the “Issuer”) in connection with the issuance this date by the Issuer of bonds designated its Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2 Special Assessment Bonds, Series 2025, in the principal amount of \$[PAR] (the “Bonds”) and otherwise as special counsel to the Issuer including for purposes relating to execution and delivery of the “Waiver Agreement” and the “CFD Development Agreement” as such terms are defined in the hereinafter described Purchase Contract. The Bonds are issued pursuant to the resolution adopted by the Board of Directors of the Issuer on May 6, 2025 (the “Resolution”), are the subject of an Official Statement, dated [Pricing Date] (the “Official Statement”), and are the subject of a Purchase Contract, dated [Pricing Date] (the “Purchase Contract”), by and between the Issuer and Hilltop Securities Inc. (the “Underwriter”), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of June 1, 2025 (the “Bond Registrar Contract”), by and between the Issuer and U.S. Bank Trust Company, National Association, as registrar, the Blanket Issuer Letter of Representations, by and between the Issuer and The Depository Trust Company (the “DTC Letter”), and a Continuing Disclosure Undertaking, dated the date hereof (the “Undertaking” and, collectively with the Bond Registrar Contract, the Waiver Agreement, the CFD Development Agreement, the DTC Letter and the Purchase Contract, the “District Documents”), from the Issuer. You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.

IN OUR CAPACITY as Bond Counsel, and as special counsel as described hereinabove to the Issuer, we have examined and relied upon:

- (i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);
- (ii) An executed copy of the Bond Registrar Contract;
- (iii) An executed copy of the Official Statement;

- (iv) An executed copy of the Purchase Contract;
- (v) An executed copy of the Waiver Agreement;
- (vi) An executed copy of the CFD Development Agreement;
- (vii) An executed copy of the Undertaking;
- (viii) An executed copy of the DTC Letter;
- (ix) Such other agreements, certificates (including particularly, but not by way of limitation, representations of Brookfield Homes Holdings LLC (“Brookfield Homes”) and Brookfield ASLD 8500 LLC (“Brookfield 8500”), provided in the Waiver Agreement and the CFD Development Agreement), opinions (including particularly, but not by way of limitation, an opinion of Ballard Spahr LLP, counsel to Brookfield Homes and Brookfield 8500), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and
- (x) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of the Issuer, the Underwriter, the City of Apache Junction, Arizona, the Registrar/Paying Agent, Brookfield Homes and Brookfield 8500 relating to the Official Statement and the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated [_____, 2025] (the “Preliminary Official Statement”), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official

Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law, ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution, (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds and (c) levied the special assessments from which the Bonds are payable. The liens with respect to such special assessments have been perfected pursuant to applicable law and as described in the Official Statement. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents and the Resolution have been duly authorized, adopted, executed and delivered, as applicable, by the Issuer and, assuming due and valid authorization, execution and delivery by the other party or parties thereto, the District Documents constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Pinal and United States District Court for the District of Arizona for the five-year period ending _____, 2025, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (a) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (b) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity

or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (c) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or overtly threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate, have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to materially comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings “INTRODUCTION,” “THE BONDS,” “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS,” “LITIGATION,” “QUALIFIED TAX-EXEMPT OBLIGATIONS,” “TAX EXEMPTION,” “CONTINUING DISCLOSURE” (except as it relates to compliance with prior continuing disclosure obligations of the Issuer) and “RELATIONSHIPS AMONG PARTIES” (solely as it relates to Bond Counsel) therein and in APPENDIX B - “FORM OF APPROVING LEGAL OPINION OF BOND COUNSEL,” APPENDIX D - “FORM OF CONTINUING DISCLOSURE UNDERTAKING,” and APPENDIX F - “CERTAIN STATUTORY PROVISIONS APPLICABLE TO THE FORECLOSURE PROCESS” insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents are dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or

equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C
FORM OF OPINION OF COUNSEL TO
BROOKFIELD HOMES AND THE DEVELOPER
[LETTERHEAD OF BALLARD SPAHR LLP]

[Closing Date]

Hilltop Securities Inc.
as Underwriter
4455 East Camelback Road, Suite E280
Phoenix, Arizona 85018

Superstition Vistas Community Facilities District No. 2
c/o City of Apache Junction, Arizona
300 E. Superstition Boulevard
Apache Junction, Arizona 85119

Re: \$[PAR] Superstition Vistas Community Facilities District No. 2 Assessment Area
 No. 2 Special Assessment Bonds, Series 2025 (the “Bonds”)

Ladies and Gentlemen:

We have acted as counsel to Brookfield Homes Holdings LLC, a California limited liability company (“Brookfield Homes”), and Brookfield ASLD 8500 LLC, a Delaware limited liability company (the “Developer” and collectively with Brookfield Homes, the “Companies”), in connection with the transactions provided for by the documents referred to herein pertaining to the sale and issuance of the captioned Bonds sold pursuant to the Purchase Contract, dated [Pricing Date] (the “Purchase Contract”), by and between Hilltop Securities Inc., as underwriter (the “Underwriter”) and the Superstition Vistas Community Facilities District No. 2 (the “District”). Any capitalized term used herein and not defined shall have the meaning assigned to it in the Purchase Contract.

For purposes of this opinion, we have examined the following documents, each of which is dated as of the date hereof unless otherwise indicated (the “Documents”):

1. Preliminary Official Statement issued by the District on _____, 2025 (the “Preliminary Official Statement”) and Official Statement issued by the District on [Pricing Date] (the “Official Statement”);
2. Purchase Contract dated [Pricing Date] between the District and the Underwriter;

3. Indemnity Letter of Brookfield Homes dated [Pricing Date] (the “Brookfield Homes Indemnity Letter”), the executed original of which was delivered to Underwriter and the District concurrently with the execution of the Purchase Contract;
4. Indemnity Letter of the Developer dated [Pricing Date] (the “Developer Indemnity Letter”), the executed original of which was be delivered to Underwriter and the District concurrently with the execution of the Purchase Contract;
5. Superstition Vistas Community Facilities District No. 2 Waiver and Development Agreement Pertaining to the To Be Formed Assessment Area No. 2 (the “Waiver”) dated as of March 31, 2025 between the District, certain landowners within the District and the Companies;
6. Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of October 10, 2022, by and among the City of Apache Junction, Arizona (the “City”), the District and the Companies, as thereafter amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of January 25, 2024 (as so amended, the “CFD Development Agreement”), by and among the City, the District and the Companies; and
7. Closing Certificates of the Companies dated [Closing Date] (the “Developer Closing Certificates”), the executed originals of which will be delivered to the Underwriter concurrently with the closing of the Transactions, and copies of which are enclosed herewith.

[Formation/Governance Documents]

We have also examined such other certificates of public officials, certificates of representatives of the Companies and such other documents and instruments as we have considered necessary or appropriate for the purposes of this opinion, upon which we have relied with respect to the accuracy of material or factual matters contained in such certificates, which were not independently established.

In rendering the following opinions, we have assumed:

(a) The genuineness of all signatures to the Documents and the legal capacity of each natural person executing any of the Documents;

(b) The authenticity and completeness of Documents submitted as originals, and the conformity to originals of documents submitted as copies and, without investigation, that any certificate, representation (oral or otherwise), facsimile transmission, email or other documents on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, provided we have not acquired any knowledge of any facts inconsistent with this assumption;

(c) The due authorization, execution, acknowledgement where necessary, and delivery, and the validity and binding effect, of the Documents listed in paragraphs 2 through 6 above (the “Transaction Documents”) with regard to the parties thereto other than the Companies, and that the transactions (the “Transactions”) contemplated by the Transaction Documents are fully authorized by all necessary action by or on behalf of the parties thereto other than the Companies, and are in compliance with all laws, rules or regulations governing the parties thereto other than the Companies;

(d) All parties to the Transaction Documents other than the Companies are duly formed and validly existing, have the power and authority under applicable laws and regulations to enter into and perform the Transactions, have complied in all material respects with all applicable laws and regulations with respect to the Transactions and have obtained all necessary consents, authorizations, approvals, permits or certificates (governmental and otherwise) which are required as a condition to the execution and delivery of such Documents by such parties and to the consummation of the transactions described therein by such parties;

(e) The Transaction Documents accurately and completely describe and contain all the agreements and understandings between the parties thereto with respect to the matters contained therein and there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Transaction Documents or facts or events (such as fraud or duress) that have occurred in connection with the execution, acknowledgment and delivery of the Transaction Documents that would impair the enforceability of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver or the CFD Development Agreement;

(f) All rules and regulations of governmental authorities, applicable to this opinion are generally available to lawyers practicing in the State of Arizona and are in a format that makes legal research reasonably feasible;

(g) All parties to the Transactions have complied with the requirement of good faith, fair dealing and conscionability and will perform their respective obligations and enforce their respective rights thereunder in circumstances and in a manner which is commercially reasonable and in accordance with applicable law (procedural or otherwise);

(h) The Underwriter and the District have acted without notice of any defense against the enforcement of any rights created by the Transaction Documents;

(i) The truth and accuracy of all of the representations and warranties of all parties contained in the Documents and the absence of adverse facts not apparent from the face of the instruments and documents we have examined, except to the extent of our knowledge (as hereinafter defined);

(j) The truth and accuracy of all reports and other documents prepared by third party consultants relating to the Transactions or the property that is the subject of the Transactions, or to any of the property within the District;

(k) Each of the Transaction Documents required to be executed, ratified, notarized, filed, recorded or indexed to be effective have been or, will be timely and properly filed,

recorded or indexed in the appropriate governmental offices and that the recipient will timely file all necessary continuation statements;

(l) No interest, fees or other charges will be collected with respect to the Transactions that are not clearly specified in the Transaction Documents or that are not permitted by applicable law;

(m) The Companies have paid all income taxes, fines, jeopardy, or fraud assessments, and interest due from each of them, respectively, and payable to the State of Arizona; and

(n) The Companies hold the requisite title and rights to any real or personal property involved in the Transactions or otherwise purported to be owned by the Companies.

Whenever any portion of this opinion is limited to the existence or absence of fact “to our knowledge” or words of similar import, it is limited to the current actual knowledge of the firm’s attorneys who have devoted substantive attention to the matters related to the Transactions and the Transaction Documents on behalf of the Companies. Where statements in this opinion are qualified by the term “material” or “materially,” those statements involve judgments and opinions as to the materiality or lack of materiality of any matter to the Companies or their businesses, assets or financial conditions that are entirely those of the Companies, after having been advised by us as to the legal effect and consequences of such matters.

Based on the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, it is our opinion that:

1. The Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver, the CFD Development Agreement and the Developer Closing Certificates have been duly and validly executed and delivered by the Companies, and the Brookfield Homes Indemnity Letter, Developer Indemnity Letter, the Waiver and the CFD Development Agreement constitute valid and legally binding obligations of the respective Companies, enforceable against the Companies in accordance with their respective terms.

2. To our knowledge, the information contained in the Preliminary Official Statement and the Official Statement pertaining to the Companies and the master planned community known as Blossom Rock (referred to therein as the “Project”) under the headings “INTRODUCTION” (but only as to those portions which discuss the Companies and cross-referenced to “LAND DEVELOPMENT” and “THE PUBLIC INFRASTRUCTURE”), “LAND DEVELOPMENT”, “THE PUBLIC INFRASTRUCTURE”, “THE OTHER INFRASTRUCTURE”, and “RISK FACTORS”, and in Appendix C – “EXECUTIVE SUMMARY OF APPRAISAL” (but not to the opinions of value contained therein) and Appendix G – “SUMMARY OF ASLD DOCUMENTS,” respectively, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with our review, we have not undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement except as and to the extent otherwise provided in this paragraph and the

knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, we have not acquired any knowledge that the Preliminary Official Statement or the Official Statement (except for the financial information and notes thereto and schedules and other financial or statistical data included therein, as to which we express no opinion) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which the statements are made, not misleading.

The opinions expressed herein are subject to the following qualifications:

(i) Enforceability of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement may be limited by bankruptcy, insolvency, fraudulent transfer, fraudulent conveyance, reorganization, moratorium, arrangement, or laws or court decisions affecting the enforcement of creditors' rights generally.

(ii) Enforceability of certain rights and remedies in respect of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement may be restricted by the doctrines of waiver, estoppel, election of remedies, commercial reasonableness or by the application of other equitable principles, whether remedies are sought in equity or at law. Without limiting the generality of the foregoing, we note specifically that such principles of equity are of general application, and in applying such principles an Arizona State court or a Federal District Court for the State of Arizona may determine that certain waivers, procedures, remedies, indemnities and other provisions of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement are unenforceable under or limited by Arizona law. The opinion on enforceability is limited to enforcement in courts in the State of Arizona and, as referenced below, assuming the application of Arizona law.

(iii) Certain waivers, procedures, remedies, indemnities and other provisions of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement may be unenforceable under or limited by Arizona law; however, subject to the other qualifications and limitations expressed herein, such law will not, in our opinion, render invalid as a whole or substantially prevent the practical realization of the benefits intended in connection with the transactions contemplated by the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement if the other party(ies) act in good faith and in a commercially reasonable manner in the performance and enforcement of the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter the Waiver and the CFD Development Agreement and otherwise in accordance with the requirements of applicable law, except for the economic consequences of any procedural delay or of any application of the doctrines of penalty and forfeiture, and except that the principles of guaranty and suretyship may prevent the practical realization of the benefits intended by the indemnity provisions in the Brookfield Homes Indemnity Letter and the Developer Indemnity Letter.

(iv) The qualification that any matter stated in general terms herein shall be limited by any less general or any more specific statement on such matter as may also be contained herein; and

(v) The qualification that in rendering the opinions set forth herein, we do not purport to express any opinion on the financial capability or condition of the Companies or any affiliate of the Companies, or their business operations or financial ability to perform under the Brookfield Homes Indemnity Letter, the Developer Indemnity Letter, the Waiver and the CFD Development Agreement or in connection with the transactions contemplated thereby.

We are expressing no opinion as to:

(a) The enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or willful misconduct of any party or the failure of any party to act in a commercially reasonable manner;

(b) The compliance of the Transaction Documents, or the applicability or effect of any registration or qualification with respect to any federal or state securities or tax law or regulation including any “blue sky” laws of any state;

(c) The applicability or effect of any federal or state tax, environmental, health or safety or zoning, land use or subdivision laws, rules or regulation, or any county or municipal ordinances;

(d) The title to or priority of any lien or security interest created in connection with the transactions contemplated by the Transaction Documents or with respect to the property that is the subject of such transactions except as expressly stated herein; or

(e) The legal validity and sufficiency of the acts of any of the other parties to the Transactions.

We do not purport to express any opinion herein concerning any law other than the laws of the State of Arizona and the limited liability company law of the State of Delaware. With respect to such law, our opinions are as to what the law is or might reasonably be expected to be at the date hereof, and we assume no obligation to revise or supplement this opinion due to any change in the law by legislative action, judicial decision or otherwise. Any opinion as to enforceability is limited to enforceability as between the original parties thereto. We do not render any opinion with respect to any matters other than those expressly set forth above.

The opinions contained herein are furnished to and solely for the benefit of the addressees. Accordingly, this opinion may not be relied upon by, filed with or furnished or delivered to or quoted in any manner to any other person or entity, or referred to in any financial statement, report or related document, without, in each instance, our prior written consent; provided, we hereby consent to the references made to this firm in the Preliminary Official Statement and the Official Statement.

EXHIBIT D

FORM OF OPINION OF COUNSEL TO UNDERWRITER

[LETTERHEAD OF SQUIRE PATTON BOGGS (US) LLP]

[Closing Date]

Hilltop Securities Inc.
4455 East Camelback Road, Suite E280
Phoenix, Arizona 85018

Ladies and Gentlemen:

We have acted as counsel to you (the “Underwriter”) in connection with your purchase from Superstition Vistas Community Facilities District No. 2 (the “Issuer”) of its \$[PAR] Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2 Special Assessment Bonds, Series 2025 (the “Bonds”), dated as of the date of this letter, pursuant to the Purchase Contract, dated [Pricing Date] (the “Purchase Contract”), between you and the Issuer. This letter is provided pursuant to Section 6(j)(iv) of the Purchase Contract in connection with your purchase of the Bonds. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Contract.

In accordance with the terms of our engagement, certain of our lawyers reviewed (a) the Preliminary Official Statement dated _____, 2025 (the “Preliminary Official Statement”), and (b) the Official Statement dated [Pricing Date] (the “Official Statement”) relating to the Bonds, and participated in discussions with your representatives, representatives of the Issuer, the City of Apache Junction, Arizona, Ballard Spahr LLP, as counsel to Brookfield Homes Holdings LLC and Brookfield ASLD 8500 LLC, Greenberg Traurig, LLP, as Bond Counsel, and others, regarding the Preliminary Official Statement and the Official Statement, the information contained therein, and related matters.

The purpose of our professional engagement in that regard was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or the Official Statement, and we have not undertaken to verify independently any of those factual matters. Many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve matters of a non-legal nature.

Subject to the foregoing, on the basis of the information gained by our lawyers involved in the review and discussions referred to above, we confirm to you that nothing came to the attention of those lawyers that caused them to believe that (1) the Preliminary Official Statement, as of its date and as of the date of the Purchase Contract, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (2) the Official Statement, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the

light of the circumstances under which they were made, not misleading; *provided, however*, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, and we do not express any belief with respect to financial, technical, statistical, accounting or demographic data or forecasts, or any information about the book-entry system and The Depository Trust Company, or the information under the headings “QUALIFIED TAX-EXEMPT OBLIGATIONS,” “TAX EXEMPTION,” in Appendix B – “FORM OF APPROVING LEGAL OPINION OF BOND COUNSEL,” Appendix C – “EXECUTIVE SUMMARY OF APPRAISAL,” Appendix F – “CERTAIN STATUTORY PROVISIONS APPLICABLE TO THE FORECLOSURE PROCESS,” or Appendix G – “SUMMARY OF ASLD DOCUMENTS” contained in the Preliminary Official Statement or the Official Statement.

In addition to the review and discussions referred to above, we have also examined an executed counterpart of the Purchase Contract and such other proceedings, documents, matters and law as we deem necessary to render the opinions set forth below.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.
2. The Undertaking satisfies the requirement of paragraph (b)(5) of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the “Rule”), that you obtain an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices at the time and in the manner required by the Rule.

The legal opinions stated immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by and the valid, binding and enforceable nature of those documents upon the parties thereto.

This letter is being furnished only to you for your use solely in connection with the transaction described herein and may not be relied upon by anyone else or for any other purpose without our prior written consent. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement in connection with the original issuance and delivery of the Bonds is concluded upon delivery of this letter.

Respectfully submitted,

Exhibit D-2

EXHIBIT E

FORM OF CONSENT OF SCHNEPF ELLSWORTH APPRAISAL GROUP LLC

CONSENT OF SCHNEPF ELLSWORTH APPRAISAL GROUP LLC

Schnepf Ellsworth Appraisal Group LLC hereby consents to the inclusion in the Preliminary Official Statement and the Official Statement related to the sale of Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2 Special Assessment Bonds, Series 2025 of the executive summary relating to the Appraisal prepared by Schnepf Ellsworth Appraisal Group LLC and addressed to City of Apache Junction, Arizona/Superstition Vistas Community Facilities District No. 2, dated April 3, 2025 (the “Appraisal”), and further represents and warrants that, as of the date of the Preliminary Official Statement and as of [Pricing Date], and, as of the date of the Official Statement and as of the date hereof, the executive summary of the Appraisal is true and correct in all respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements, in light of the circumstances under which such statements were made, not misleading, and, to the best of our knowledge, as of the date of the Preliminary Official Statement and as of [Pricing Date], and as of the date of the Official Statement and as of the date hereof, no event affecting the Appraisal has occurred which it is necessary to disclose therein in order to make the statements and information therein not misleading.

SCHNEPF ELLSWORTH APPRAISAL GROUP
LLC

By.....

Dated: [Closing Date]

ATTACHMENT I

BROOKFIELD HOMES INDEMNITY LETTER

INDEMNITY LETTER
FOR
NOT TO EXCEED \$[PAR]
SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
ASSESSMENT AREA NO. 2
SPECIAL ASSESSMENT BONDS, SERIES 2025

[Pricing Date]

Hilltop Securities Inc.
4455 East Camelback Road, Suite E280
Phoenix, Arizona 85018

Superstition Vistas Community Facilities District No. 2
c/o City of Apache Junction, Arizona
300 E. Superstition Boulevard
Apache Junction, Arizona 85119

Attention: District Treasurer

Re: Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2
Special Assessment Bonds, Series 2025

Ladies and Gentlemen:

This letter (the “Indemnity Letter”) is delivered by Brookfield Homes Holdings LLC, a California limited liability company (“Brookfield Homes”), in order to induce Hilltop Securities Inc. (the “Underwriter”) and Superstition Vistas Community Facilities District No. 2 (the “District”) to enter into the Purchase Contract, dated [Pricing Date] (the “Purchase Contract”), related to the purchase by the Underwriter of the captioned bonds (the “Bonds”). Terms that are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Purchase Contract, Brookfield Homes represents and warrants to the Underwriter and the District that:

(a) Brookfield Homes is a limited liability company duly formed and existing under the laws of the State of California and qualified to do business in Arizona.

(b) The information in the Preliminary Official Statement and the Official Statement under the headings “INTRODUCTION” (but only as to those portions which discuss Brookfield Homes and cross-referenced to “LAND DEVELOPMENT” and “THE

PUBLIC INFRASTRUCTURE”), “LAND DEVELOPMENT,” “THE PUBLIC INFRASTRUCTURE,” “THE OTHER INFRASTRUCTURE,” and “RISK FACTORS” (except the information under the subheading “Direct and Overlapping Indebtedness and Taxes”), and in Appendix C – “EXECUTIVE SUMMARY OF APPRAISAL” (but not to the opinions of value contained therein) and Appendix G – “SUMMARY OF ASLD DOCUMENTS,” respectively, is true and correct in all material respects for the purposes for which its use is or was authorized, and such information did not and does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter nor the Superstition Vistas Community Facilities District No. 2 Waiver and Development Agreement Pertaining To The To Be Formed Assessment Area No. 2, dated as of March 31, 2025 (the “Waiver Agreement”), by and among the District, Brookfield Homes, Brookfield ASLD 8500 LLC (“Brookfield 8500”) and other owners of certain land within the boundaries of the District, or the Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of October 10, 2022, by and among the City of Apache Junction (the “City”), the District, Brookfield Homes, and Brookfield 8500, as thereafter amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of January 25, 2024 (as so amended, the “CFD Development Agreement” and, together with the Waiver Agreement and this Indemnity Letter, the “Documents”), by and among the City, the District, Brookfield Homes and Brookfield 8500, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of, or compliance with, the terms hereof or thereof, shall contravene the organizational documents of Brookfield Homes or conflict with or result in a breach by Brookfield Homes of any of the terms, conditions or provisions of, or constitute a default by Brookfield Homes under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Brookfield Homes is a party or by which it is or may be bound or to which any of the property or assets of Brookfield Homes is or may be subject, or any law or any order, rule or regulation applicable to Brookfield Homes of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Brookfield Homes or any of its properties or operations, or (except as contemplated by the Documents) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of Brookfield Homes under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Brookfield Homes, threatened against Brookfield Homes wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of Brookfield Homes, or materially and adversely affect the properties (taken as a whole) of Brookfield Homes, and that has not been disclosed in the Preliminary Official Statement or the Official Statement, (ii) materially adversely affect the transactions contemplated by the Purchase Contract or the Documents or (iii) adversely affect the validity or enforceability of the Documents against Brookfield Homes.

(e) Brookfield Homes has (or had at the time of execution and delivery

of the Waiver Agreement and the CFD Development Agreement) the full power and authority to execute and deliver the Documents and perform its obligations hereunder and thereunder and engage in the transactions contemplated by the Purchase Contract and the Documents, and the Documents have been duly authorized by Brookfield Homes and, when executed by all applicable parties thereto will constitute valid, binding and enforceable obligations of Brookfield Homes except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and/or by general principles of equity and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation of the transactions contemplated by the Purchase Contract and the Documents, other than the permits and licenses for construction of the Project (as defined in the Official Statement) contemplated by the Waiver Agreement and the CFD Development Agreement, which have not yet been issued; provided that no representation is made as to the compliance of the offer and sale of the Bonds with any securities law or regulation or any consents, approvals, authorizations or other action by the City or the District.

2. To the extent permitted by law, Brookfield Homes shall indemnify and hold harmless the Underwriter and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the Underwriter and any such person being herein sometimes called an "Underwriter Indemnified Party") and the District and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the District within the meaning of the Securities Act of 1933, as amended (the District and any such person being herein called a "District Indemnified Party" and, together with each Underwriter Indemnified Party, the "Indemnified Parties"), for, from and against any and all losses, claims, damages or liabilities, several as to the Underwriter Indemnified Parties, but joint or several as to the District Indemnified Parties, (i) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in the information identified in Section 1(b) above in the Official Statement or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such section(s) or that is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to a District Indemnified Party only to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission if such settlement is effected with the written consent of Brookfield Homes (which consent shall not be unreasonably withheld).

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Brookfield Homes, notify Brookfield Homes in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of Brookfield Homes by the amount of damages attributable to the failure of the

Indemnified Party to give such notice to Brookfield Homes but the omission to notify Brookfield Homes of any such action shall not relieve Brookfield Homes from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Brookfield Homes of the commencement thereof, Brookfield Homes may, or if so requested by such Indemnified Party shall, participate therein or assume the defenses thereof, with counsel satisfactory to such Indemnified Party and Brookfield Homes (it being understood that, except as hereinafter provided, Brookfield Homes shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from Brookfield Homes to such Indemnified Party of an election so to assume the defenses thereof, Brookfield Homes will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Brookfield Homes assumes the defense of any such action at the request of such Indemnified Party, Brookfield Homes shall have the right to participate at its own expense in the defense of any such action. If within a reasonable time after receipt of notice of any such action Brookfield Homes shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded (and shall have notified Brookfield Homes) that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Brookfield Homes (in which case Brookfield Homes shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Brookfield Homes.

3. All of the representations, warranties, and agreements of Brookfield Homes contained in the Documents shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, any controlling person referred to in paragraph 2 hereof or Brookfield Homes or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. This Indemnity Letter shall be governed by the laws of the State of Arizona.

6. Brookfield Homes shall pay all costs and expenses of its counsel with respect to the issuance and delivery of the Bonds.

7. The electronic signature of this Indemnity Letter shall be as valid as an original signature and shall be effective to bind this Indemnity Letter. For purposes hereof: (i) "electronic signature" means a manually signed original signature or a replicated signature furnished by signature procurement software (i.e. "DocuSign") that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

8. Brookfield Homes consents to the references to Brookfield Homes in the Official Statement.

Respectfully submitted,

BROOKFIELD HOMES HOLDINGS LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature page for Brookfield Homes Indemnity Letter]

ATTACHMENT II

DEVELOPER INDEMNITY LETTER

INDEMNITY LETTER
FOR

NOT TO EXCEED \$[PAR]
SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
ASSESSMENT AREA NO. 2
SPECIAL ASSESSMENT BONDS, SERIES 2025

[Pricing Date]

Hilltop Securities Inc.
4455 East Camelback Road, Suite E280
Phoenix, Arizona 85018

Superstition Vistas Community Facilities District No. 2
c/o City of Apache Junction, Arizona
300 E. Superstition Boulevard
Apache Junction, Arizona 85119

Attention: District Treasurer

Re: Superstition Vistas Community Facilities District No. 2 Assessment Area No. 2
Special Assessment Bonds, Series 2025

Ladies and Gentlemen:

This letter (the “Indemnity Letter”) is delivered by Brookfield ASLD 8500 LLC, an Delaware limited liability company (“Brookfield 8500”), in order to induce Hilltop Securities Inc. (the “Underwriter”) and Superstition Vistas Community Facilities District No. 2 (the “District”) to enter into the Purchase Contract, dated [Pricing Date] (the “Purchase Contract”), related to the purchase by the Underwriter of the captioned bonds (the “Bonds”). Terms that are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Purchase Contract, Brookfield 8500 represents and warrants to the Underwriter and the District that:

(a) Brookfield 8500 is a limited liability company duly formed and existing under the laws of the State of Delaware and qualified to do business in Arizona.

(b) The information in the Preliminary Official Statement and the Official Statement under the headings “INTRODUCTION” (but only as to those portions which discuss Brookfield 8500 and cross-referenced to “LAND DEVELOPMENT” and “THE PUBLIC

INFRASTRUCTURE”), “LAND DEVELOPMENT,” “THE PUBLIC INFRASTRUCTURE,” “THE OTHER INFRASTRUCTURE,” and “RISK FACTORS” (except the information under the subheading “Direct and Overlapping Indebtedness and Taxes”), and in Appendix C – “EXECUTIVE SUMMARY OF APPRAISAL” (but not to the opinions of value contained therein) and Appendix G – “SUMMARY OF ASLD DOCUMENTS,” respectively, is true and correct in all material respects for the purposes for which its use is or was authorized, and such information did not and does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter nor the Superstition Vistas Community Facilities District No. 2 Waiver and Development Agreement Pertaining To The To Be Formed Assessment Area No. 2, dated as of March 31, 2025 (the “Waiver Agreement”), by and among the District, Brookfield Homes Holdings LLC (“Brookfield Homes”), Brookfield 8500 and other owners of certain land within the boundaries of the District, or the Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of October 10, 2022, by and among the City of Apache Junction (the “City”), the District, Brookfield Homes, and Brookfield 8500, as thereafter amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of January 25, 2024 (as so amended, the “CFD Development Agreement” and, together with the Waiver Agreement and this Indemnity Letter, the “Documents”), by and among the City, the District, Brookfield Homes and Brookfield 8500, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of, or compliance with, the terms hereof or thereof, shall contravene the organizational documents of Brookfield 8500 or conflict with or result in a breach by Brookfield 8500 of any of the terms, conditions or provisions of, or constitute a default by Brookfield 8500 under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Brookfield 8500 is a party or by which it is or may be bound or to which any of the property or assets of Brookfield 8500 is or may be subject, or any law or any order, rule or regulation applicable to Brookfield 8500 of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Brookfield 8500 or any of its properties or operations, or (except as contemplated by the Documents) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of Brookfield 8500 under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Brookfield 8500, threatened against Brookfield 8500 wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of Brookfield 8500, or materially and adversely affect the properties (taken as a whole) of Brookfield 8500, and that has not been disclosed in the Preliminary Official Statement or the Official Statement, (ii) materially adversely affect the transactions contemplated by the Purchase Contract or the Documents or (iii) adversely affect the validity or enforceability of the Documents against Brookfield 8500.

(e) Brookfield 8500 has (or had at the time of execution and delivery of

the Waiver Agreement and the CFD Development Agreement) the full power and authority to execute and deliver the Documents and perform its obligations hereunder and thereunder and engage in the transactions contemplated by the Purchase Contract and the Documents, and the Documents have been duly authorized by Brookfield 8500 and, when executed by all applicable parties thereto will constitute valid, binding and enforceable obligations of Brookfield 8500 except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and/or by general principles of equity and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation of the transactions contemplated by the Purchase Contract and the Documents, other than the permits and licenses for construction of the Project (as defined in the Official Statement) contemplated by the Waiver Agreement and the CFD Development Agreement, which have not yet been issued; provided that no representation is made as to the compliance of the offer and sale of the Bonds with any securities law or regulation or any consents, approvals, authorizations or other action by the City or the District.

2. To the extent permitted by law, Brookfield 8500 shall indemnify and hold harmless the Underwriter and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the Underwriter and any such person being herein sometimes called an "Underwriter Indemnified Party") and the District and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the District within the meaning of the Securities Act of 1933, as amended (the District and any such person being herein called a "District Indemnified Party" and, together with each Underwriter Indemnified Party, the "Indemnified Parties"), for, from and against any and all losses, claims, damages or liabilities, several as to the Underwriter Indemnified Parties, but joint or several as to the District Indemnified Parties, (i) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in the information identified in Section 1(b) above in the Official Statement or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such section(s) or that is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to a District Indemnified Party only to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission if such settlement is effected with the written consent of Brookfield 8500 (which consent shall not be unreasonably withheld).

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Brookfield 8500, notify Brookfield 8500 in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of Brookfield 8500 by the amount of damages attributable to the failure of the Indemnified

Party to give such notice to Brookfield 8500 but the omission to notify Brookfield 8500 of any such action shall not relieve Brookfield 8500 from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Brookfield 8500 of the commencement thereof, Brookfield 8500 may, or if so requested by such Indemnified Party shall, participate therein or assume the defenses thereof, with counsel satisfactory to such Indemnified Party and Brookfield 8500 (it being understood that, except as hereinafter provided, Brookfield 8500 shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from Brookfield 8500 to such Indemnified Party of an election so to assume the defenses thereof, Brookfield 8500 will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Brookfield 8500 assumes the defense of any such action at the request of such Indemnified Party, Brookfield 8500 shall have the right to participate at its own expense in the defense of any such action. If within a reasonable time after receipt of notice of any such action Brookfield 8500 shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded (and shall have notified Brookfield 8500) that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Brookfield 8500 (in which case Brookfield 8500 shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Brookfield 8500.

3. All of the representations, warranties, and agreements of Brookfield 8500 contained in the Documents shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, any controlling person referred to in paragraph 2 hereof or Brookfield 8500 or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. This Indemnity Letter shall be governed by the laws of the State of Arizona.

6. Brookfield 8500 shall pay all costs and expenses of its counsel with respect to the issuance and delivery of the Bonds.

7. The electronic signature of this Indemnity Letter shall be as valid as an original signature and shall be effective to bind this Indemnity Letter. For purposes hereof: (i) "electronic signature" means a manually signed original signature or a replicated signature furnished by signature procurement software (i.e. "DocuSign") that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

8. Brookfield 8500 consents to the references to Brookfield 8500 in the Official Statement.

Respectfully submitted,

BROOKFIELD ASLD 8500 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____