

NEW ISSUE - BOOK-ENTRY-ONLY FORM**[NOT RATED][RATING: See “RATING” herein]****[INSURANCE: See “BOND INSURANCE” and “RISK FACTORS RELATED TO BOND INSURANCE” herein]**

In the opinion of Greenberg Traurig, LLP, Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the federal alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. See “TAX EXEMPTION” herein for a description of certain other federal tax consequences of ownership of the Bonds.

The Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. See “QUALIFIED TAX-EXEMPT OBLIGATIONS” herein.

\$2,500,000*

**SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
GENERAL OBLIGATION BONDS, SERIES 2025
(BANK QUALIFIED)**

DATED: Date of Initial Delivery**DUE: July 15, as shown on inside front cover page**

The Superstition Vistas Community Facilities District No. 2 General Obligation Bonds, Series 2025 (the “Bonds”), will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), and will be available to ultimate purchasers under the book-entry-only system maintained by DTC in minimum denominations of \$5,000 of principal amount due on a specified maturity date and integral multiples in excess thereof. Interest will be paid semiannually on January 15 and July 15 of each year, commencing July 15, 2026*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants who will remit such payments to the beneficial owners of the Bonds. See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.”

See Inside Front Cover Page for Maturity Schedule

The Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended, and an election held on February 2, 2022 in and for Superstition Vistas Community Facilities District No. 2 (the “District”), a community facilities district formed within the boundaries of the City of Apache Junction, Arizona (the “City”), and will be issued pursuant to a resolution of the Board of Directors of the District adopted on [December 2, 2025]. **The Bonds will be payable as to both principal and interest from *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount.** See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.”

The Bonds will be subject to redemption by the District prior to maturity as described herein.*

Proceeds of the sale of the Bonds will be used to finance the acquisition of certain public infrastructure benefitting the District and to pay costs of issuance of the Bonds. See “SOURCES AND APPLICATIONS OF FUNDS.”

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” and “RISK FACTORS.”

[The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by [_____].]

[Insert Bond Insurer Logo]

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

The Bonds are offered when, as and if issued by the District and received by the underwriter identified below (the “Underwriter”), subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed upon for the District by its special counsel, Greenberg Traurig, LLP, Phoenix, Arizona, for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Phoenix, Arizona, and for Brookfield ASLD 8500 LLC by its counsel, Ballard Spahr LLP, Phoenix, Arizona. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about _____, 2025*.

HilltopSecurities

* Preliminary, subject to change.

\$2,500,000*
SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
GENERAL OBLIGATION BONDS, SERIES 2025
(BANK QUALIFIED)

MATURITY SCHEDULE*

Maturity (July 15)	Principal Amount	Rate	Yield	CUSIP® No. (Base _____)
2026	\$150,000			
2027	45,000			
2028	50,000			
2029	50,000			
2030	55,000			
2031	60,000			
2032	60,000			
2033	65,000			
2034	70,000			
2035	75,000			
2036	80,000			
2037	85,000			
2038	90,000			
2039	95,000			
2040	100,000			
2041	105,000			
2042	110,000			
2043	115,000			
2044	125,000			
2045	130,000			
2046	140,000			
2047	150,000			
2048	155,000			
2049	165,000			
2050	175,000			

\$ _____ Term Bond @ _____ % Due July 15, _____ - Yield _____ % CUSIP® (a) _____

\$ _____ Term Bond @ _____ % Due July 15, _____ - Yield _____ % CUSIP® (a) _____

\$ _____ Term Bond @ _____ % Due July 15, _____ - Yield _____ % CUSIP® (a) _____

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* Preliminary, subject to change.

SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2

District Board

Chip Wilson, Chairman
Robert Schroeder, Vice Chairman
Darryl Cross, Board Member
Peter Heck, Board Member
Bambi Johnson, Board Member
Tess Nesser, Board Member
Bryan Soller, Board Member

District Staff

Bryant Powell, District Manager
Matt Busby, Assistant District Manager
Angelie Hawley, District Treasurer
Evie McKinney, District Clerk
Richard Joel Stern, District Counsel
Greenberg Traurig, LLP, Special District Counsel

District Municipal Advisor

Piper Sandler & Co.
Phoenix, Arizona

Bond Counsel

Greenberg Traurig, LLP
Phoenix, Arizona

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association
Los Angeles, California

THIS OFFICIAL STATEMENT, WHICH INCLUDES THE COVER PAGE, THE INSIDE FRONT COVER PAGE AND THE APPENDICES HERETO, SHOULD BE CONSIDERED IN ITS ENTIRETY, AND NO ONE SUBJECT SHOULD BE CONSIDERED LESS IMPORTANT THAN ANOTHER BY REASON OF LOCATION IN THE TEXT. BRIEF DESCRIPTIONS OF THE BONDS, THE BOND RESOLUTION, THE SECURITY FOR THE BONDS, THE DISTRICT, THE DEVELOPMENT OF LAND WITHIN THE DISTRICT AND OTHER INFORMATION ARE INCLUDED IN THIS OFFICIAL STATEMENT. SUCH DESCRIPTIONS DO NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE. ALL REFERENCES HEREIN TO THE BONDS, THE BOND RESOLUTION AND OTHER DOCUMENTS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH DOCUMENTS, COPIES OF WHICH MAY BE OBTAINED FROM HILLTOP SECURITIES INC. (THE “UNDERWRITER”), AT 4455 E. CAMELBACK ROAD, STE. E280, PHOENIX, AZ 85018.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT, THE UNDERWRITER OR PIPER SANDLER & CO. (THE “MUNICIPAL ADVISOR”), TO GIVE INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT, THE UNDERWRITER OR THE MUNICIPAL ADVISOR.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE PRESENTATION OF INFORMATION, INCLUDING TABLES OF RECEIPTS FROM TAXES AND OTHER SOURCES, SHOWS RECENT HISTORICAL INFORMATION AND IS NOT INTENDED TO INDICATE FUTURE OR CONTINUING TRENDS IN THE FINANCIAL POSITION OR OTHER AFFAIRS OF THE DISTRICT. ALL INFORMATION, ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BASED ON PAST EXPERIENCE AND ON THE LATEST INFORMATION AVAILABLE AND ARE BELIEVED TO BE RELIABLE, BUT NO REPRESENTATIONS ARE MADE THAT SUCH INFORMATION, ESTIMATES AND ASSUMPTIONS ARE CORRECT, WILL CONTINUE, WILL BE REALIZED OR WILL BE REPEATED IN THE FUTURE. TO THE EXTENT THAT ANY STATEMENTS MADE IN THIS OFFICIAL STATEMENT INVOLVE MATTERS OF OPINION OR ESTIMATES, WHETHER OR NOT EXPRESSLY STATED TO BE SUCH, THEY ARE MADE AS SUCH AND NOT AS REPRESENTATIONS OF FACT OR CERTAINTY, AND NO REPRESENTATION IS MADE THAT ANY OF THESE STATEMENTS HAVE BEEN OR WILL BE REALIZED. ALL FORECASTS, PROJECTIONS, OPINIONS, ASSUMPTIONS OR ESTIMATES ARE “FORWARD LOOKING STATEMENTS” THAT MUST BE READ WITH AN ABUNDANCE OF CAUTION AND THAT MAY NOT BE REALIZED OR MAY NOT OCCUR IN THE FUTURE. INFORMATION OTHER THAN THAT OBTAINED FROM OFFICIAL RECORDS OF THE DISTRICT HAS BEEN IDENTIFIED BY SOURCE AND HAS NOT BEEN INDEPENDENTLY CONFIRMED OR VERIFIED BY THE DISTRICT, THE MUNICIPAL ADVISOR OR THE UNDERWRITER AND ITS ACCURACY CANNOT BE GUARANTEED. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE PURSUANT HERETO WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS

BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR ANY OF THE OTHER PARTIES OR MATTERS DESCRIBED HEREIN SINCE THE DATE HEREOF.

THE DISTRICT WILL UNDERTAKE TO PROVIDE CONTINUING DISCLOSURE AS DESCRIBED IN THIS OFFICIAL STATEMENT UNDER “CONTINUING DISCLOSURE” AND IN APPENDIX C – “FORM OF CONTINUING DISCLOSURE UNDERTAKING” PURSUANT TO RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION.

A WIDE VARIETY OF INFORMATION, INCLUDING FINANCIAL INFORMATION, CONCERNING THE DISTRICT IS AVAILABLE FROM PUBLICATIONS AND WEBSITES OF THE DISTRICT, THE CITY OF APACHE JUNCTION, ARIZONA, AND OTHERS. ANY SUCH INFORMATION THAT IS INCONSISTENT WITH THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT SHOULD BE DISREGARDED. REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR PURPOSES OF RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION.

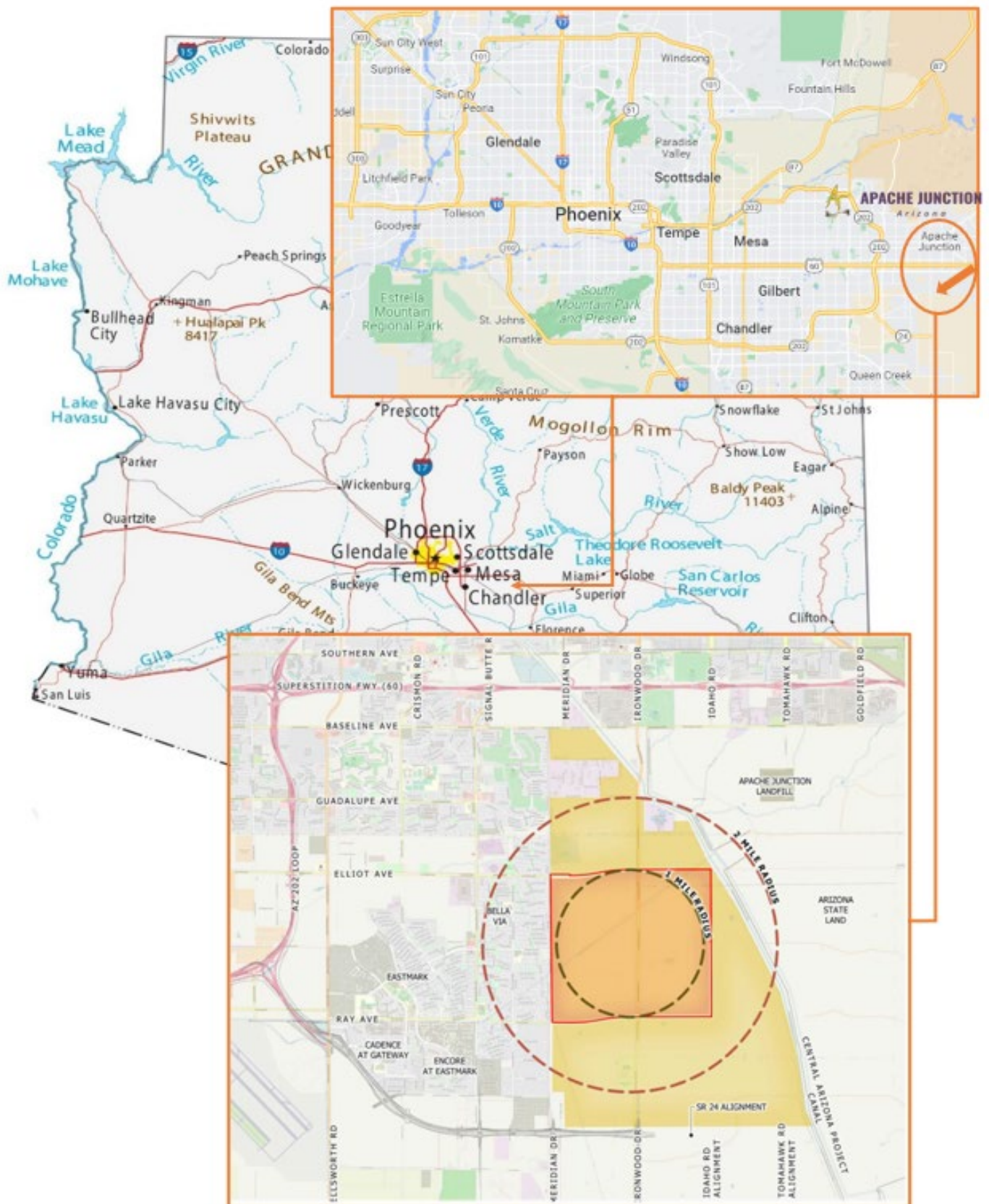
IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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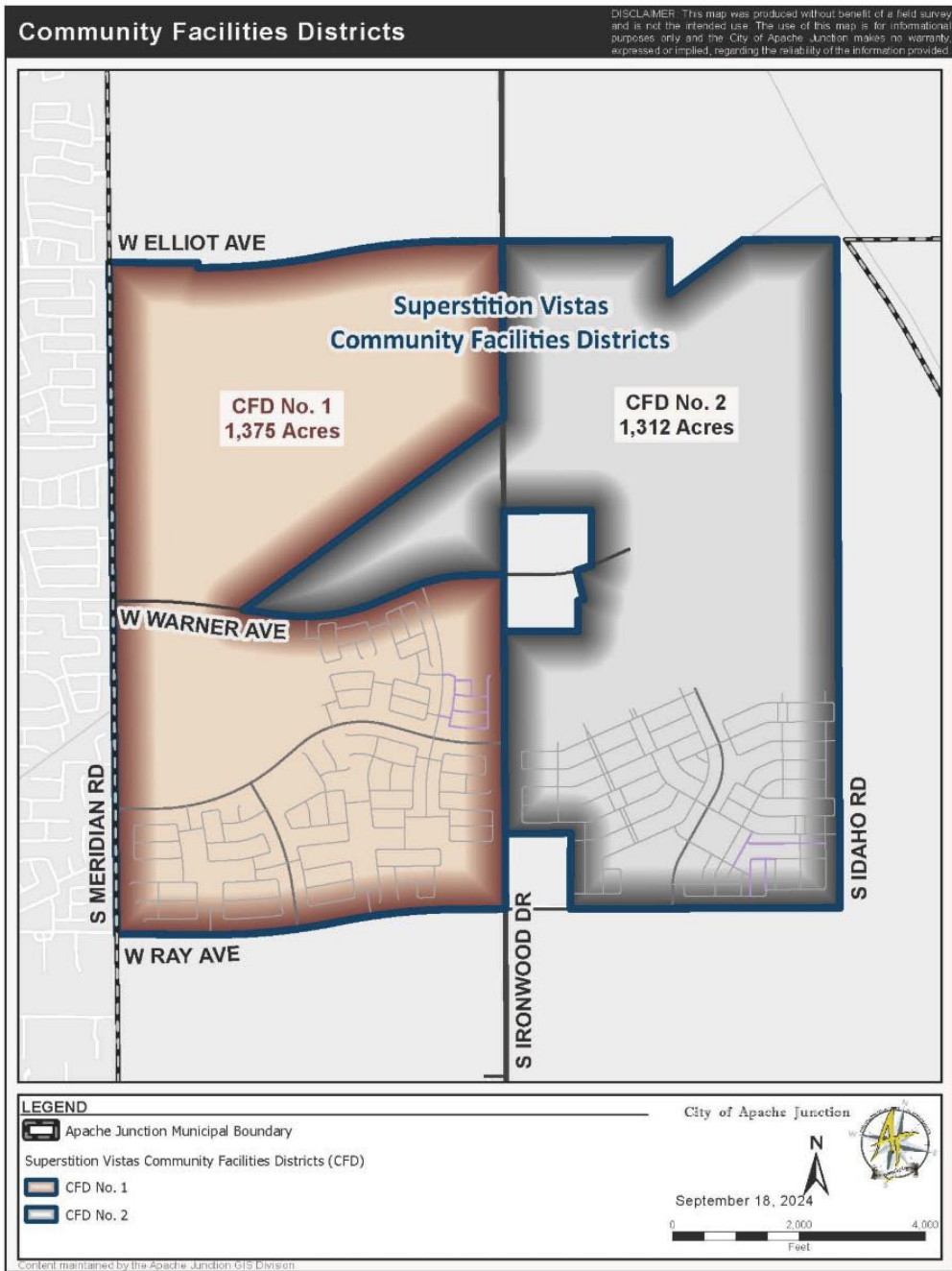
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**MAP SHOWING LOCATION OF SUPERSTITION VISTAS COMMUNITY FACILITIES
DISTRICT NO. 1 AND SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2 WITHIN
METROPOLITAN PHOENIX AREA**



**MAP SHOWING LOCATION OF SUPERSTITION VISTAS COMMUNITY FACILITIES
DISTRICT NO. 1 AND SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
IN THE CONTEXT OF THE SURROUNDING AREA**



MAP SHOWING LOCATION OF PUBLIC INFRASTRUCTURE IN CONTEXT OF THE DISTRICT

[Insert map]

\$2,500,000*
SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
GENERAL OBLIGATION BONDS, SERIES 2025
(BANK QUALIFIED)

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto (this “Official Statement”), provides certain information concerning the issuance of Superstition Vistas Community Facilities District No. 2 General Obligation Bonds, Series 2025 (the “Bonds”), in the aggregate principal amount of \$2,500,000*. Copies of any of the documents referenced herein are available upon request to Hilltop Securities Inc. (the “Underwriter”) at: 4455 E. Camelback Road, Suite E280, Phoenix, AZ 85018.

INTRODUCTION

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the “Act”), and in response to a petition by D.R. Horton, Inc., a corporation organized and existing pursuant to the laws of the State of Delaware (“D.R. Horton”), the Mayor and Council (the “City Council”) of the City of Apache Junction, Arizona (the “City”), adopted a resolution on October 5, 2021, which formed Superstition Vistas Community Facilities District No. 2 (the “District”). See APPENDIX A hereto for certain information about the City.

The District consists of approximately 1,312 acres of a larger 2,783-acre project within the City, where D.R. Horton was the successful bidder at the public auction conducted by the Arizona State Land Department (“ASLD”) and pursuant to the terms of the Certificate of Purchase 53-120190 executed November 4, 2020 (the “Certificate of Purchase”). Pursuant to the Purchase Agreement and Partial Assignment and Delegation of Rights Under Participation Contract, dated March 14, 2022 (the “Brookfield Purchase Agreement”), by and between D.R. Horton and Brookfield Homes Holdings LLC, a California limited liability company (“Brookfield Homes”), D.R. Horton agreed to sell and Brookfield Homes agreed to purchase the real property within the boundaries of the District. Brookfield Homes subsequently assigned to Brookfield ASLD 8500 LLC, a Delaware limited liability company (the “Developer”), all of Brookfield Homes’ right, title and interest to acquire and develop the real property within the boundaries of the District pursuant to the Brookfield Purchase Agreement. The Developer is now developing a mixed use, master planned community known as Blossom Rock consisting of approximately 1,312 acres of a larger 1,408 acre project (the “Project” or “Blossom Rock”). The Project is located east of Ironwood Drive, west of South Dutchman Drive, south of Radiance Avenue and north of Ray Avenue. Construction on the Project commenced in November 2021, and the first home closings occurred in May 2024. The District was created to assist with financing the acquisition of public infrastructure and public infrastructure purposes within the District. Single family residential units represent approximately 700 acres within the Project. Non-residential development comprises approximately 1,170 acres within the Project. See the maps at pages (iv) and (vi) with respect to the location of the District.

Ownership of the Developer was recently modified. The Developer is now owned by the Joint Venture (as defined herein) between affiliates of Brookfield Residential US Holdings, LLC (“Brookfield Residential”) and North America Sekisui House, LLC (“NASH”), whereby each member has a vested equity interest in the Developer. See “LAND DEVELOPMENT – The Developer.” Pursuant to a Development Management Agreement, the Developer is managed by Brookfield Arizona Management, LLC and Brookfield Arizona Development, LLC, both of which are affiliates of Brookfield Residential. Representatives of the Developer expect the Project will be managed similarly to the way it was managed prior to the creation of the Joint Venture.

The District is a special purpose, tax levying public improvement district for purposes of the Constitution of Arizona and a municipal corporation for certain purposes of the laws of the State of Arizona (the “State” or “Arizona”). Except as otherwise provided in the Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The City Council serves, ex officio, as the Board of Directors of the District (the “Board”) and the City Manager of the City currently serves as the District Manager.

Among other things, the District is intended, pursuant to a development agreement among the City, the Developer, Brookfield Homes and the District, to serve as a financing mechanism for certain public infrastructure

* Preliminary, subject to change.

necessary for development of the land within the boundaries of the District. See “LAND DEVELOPMENT.” The District has the authority to issue general obligation bonds payable from *ad valorem* property taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of such public infrastructure, including incidental costs and the cost of issuing bonds. The District also levies a \$0.30 *ad valorem* property tax per \$100 of Net Assessed Limited Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District and the public infrastructure financed by the District (the “Operation and Maintenance Tax”).

[In 2025, the District expects to offer \$[_____] of its Assessment District No. 3 Special Assessment Bonds, Series 2025 (the “2025 Assessment Area No. 3 Bonds”), pursuant to a separate official statement. The 2025 Assessment Area No. 3 Bonds are not payable from *ad valorem* taxes securing repayment of the Bonds. See “OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES – Other Debt of the District.”]

THE BONDS

Authorization and Purpose

The Bonds are authorized pursuant to the Act and an election held on February 2, 2022 (the “Election”), and will be issued, pursuant to a resolution adopted by the Board on [December 2, 2025] (the “Bond Resolution”). The Bonds will be the second series issued pursuant to the authorization approved by the Election, and, after issuance of the Bonds, \$[397,470,000]* principal amount of such general obligation bonds will remain authorized but unissued. In addition, certain use of net premium on general obligation bonds of the District reduce the principal amount of authorized but unissued general obligation debt of the District. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – *Ad Valorem* Property Taxation in the District,” “OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES – Additional General Obligation Bonded Indebtedness of the District” and TABLE 8. The Bonds are being issued in order to acquire certain public infrastructure described herein benefitting the District (the “Public Infrastructure”) and to pay costs of issuance of the Bonds. See “THE PUBLIC INFRASTRUCTURE.”

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest as set forth on the inside front cover page of this Official Statement.

Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing July 15, 2026* (each such date being referred to herein as an “Interest Payment Date”). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months.

The principal of, redemption price for, if any, and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company (“DTC”). The District has chosen the close of business on the last day of the month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally in the place of payment or in the city where the principal corporate trust office of the Bond Registrar and Paying Agent (as defined herein) is located (a “Business Day”)) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the “Record Date” for the Bonds.

Beneficial ownership interests may be purchased through the facilities of DTC in the book-entry-only form described herein in minimum denominations of \$5,000 of principal and integral multiples in excess thereof, due on specified maturity dates. DTC will act as the securities depository of the Bonds for a book-entry-only system (the “Book-Entry-Only System”). See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.”

* Preliminary, subject to change.

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association will serve as the initial bond registrar, transfer agent and paying agent (the “Bond Registrar and Paying Agent”) for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

Optional Redemption. The Bonds maturing on or after July 15, ____ will be subject to redemption prior to maturity, at the option of the District, on or after July 15, ____, in whole or in part on any date, at the redemption price of principal amount of the Bonds or portion thereof being redeemed plus accrued interest to the redemption date, but without premium.

Mandatory (Sinking Fund) Redemption. The Bonds maturing on July 15 of the following years will be redeemed from funds of the District prior to maturity on the following redemption dates and in the following (sinking fund) amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

Redemption Date <u>(July 15)</u>	Principal <u>Amount</u>
<u>Bonds Maturing in</u>	
\$	

(maturity)

Redemption Date <u>(July 15)</u>	Principal <u>Amount</u>
<u>Bonds Maturing in</u>	
\$	

(maturity)

Whenever Bonds which are subject to mandatory redemption are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC, in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Neither the failure of DTC nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption

* Preliminary, subject to change.

of Bonds as to which proper notice of redemption was given. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository.

Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the “MSRB”), currently through the MSRB’s Electronic Municipal Market Access system (“EMMA”), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above. See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.”

If the money necessary for such redemption is not held by the Bond Registrar and Paying Agent at the time of mailing the notice of redemption, the notice will further state that the redemption is conditional on such money being so held on the date set for redemption, and that if not so held, the redemption will be cancelled and the notice shall be of no force or effect. The notice of redemption shall describe the conditional nature of the redemption.

Effect of Redemption. Pursuant to the Bond Resolution, if on the date of redemption of Bonds sufficient moneys for payment of the redemption price and accrued interest are held by the Bond Registrar and Paying Agent, interest on the portion of the Bonds to be redeemed will cease to accrue and such portion of the Bonds will cease to be entitled to any benefit or security under the Bond Resolution except the right to receive payment from the moneys held for such portion of the Bonds by the Bond Registrar and Paying Agent.

Redemption of Less Than All of a Bond. The District may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by \$5,000. In that event if the Book-Entry-Only System is discontinued, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and the Bond Registrar and Paying Agent shall cause to be issued a new Bond in a principal amount which reflects the redemption so made to be authenticated and delivered to the registered owner thereof.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

General

The Board will annually levy and cause an *ad valorem* property tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds (whether at maturity or prior redemption) when due. The Bonds will be payable from such taxes on the same basis as issues of general obligation bonds of the District currently outstanding and those which may be issued in the future. The Board also levies the Operation and Maintenance Tax. See “OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES – Additional General Obligation Bonded Indebtedness of the District.”

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO THE PAYMENT OF DEBT SERVICE FOR THE BONDS.

PURSUANT TO ARIZONA LAW, THE LAND OWNED BY ASLD WITHIN THE BOUNDARIES OF THE DISTRICT IS NOT SUBJECT TO PROPERTY TAXATION UNTIL THE EARLIER OF (1) ISSUANCE OF A PATENT FOR SUCH PORTION OF THE LAND, OR (2) SEVEN (7) YEARS FROM THE DATE OF THE PUBLIC AUCTION OF THE LAND (i.e., NOVEMBER 4, 2020). THEREAFTER, IF THE CERTIFICATE OF PURCHASE IS CANCELED, THE LAND OWNED BY ASLD WITHIN THE BOUNDARIES OF THE DISTRICT WILL NOT BE SUBJECT TO TAXATION. SEE “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – AD VALOREM PROPERTY TAXATION IN THE

DISTRICT – TAXATION OF UNPATENTED ASLD PROPERTY” AND “RISK FACTORS – CANCELLATION OF PROPERTY TAXATION ON UNPATENTED ASLD PROPERTY” HEREIN.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America (“Defeasance Obligations”) or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price, if any, of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* property taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

***Ad Valorem* Property Taxation in the District**

General. Primary *ad valorem* property taxes are levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and certain special taxing districts as described below. Secondary *ad valorem* property taxes are levied for debt retirement (e.g., debt service on the Bonds), voter-approved budget overrides, the maintenance and operation of special service districts as described below (including the District) and qualified school district desegregation expenditures. The District levies only secondary *ad valorem* property taxes.

Both primary *ad valorem* property taxes and secondary *ad valorem* property taxes are levied based upon limited property value (the “Limited Property Value”), which (i) for locally assessed property in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, is equal to the lesser of (a) the full cash value (“Full Cash Value”) of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year and (ii) for centrally valued property is equal to the Full Cash Value. (Property that is subject to an equalization order that the State Legislature exempts from the above property tax limitation (as described below) is also valued at Full Cash Value.) There is no limit on the growth of Full Cash Value of such exempted or centrally assessed property. The property tax assessment ratios are then applied against the Limited Property Value, and property exempt from taxation is netted out of the Limited Property Value, to arrive at “Net Assessed Limited Property Value.” The tax rates imposed for both primary tax and secondary tax purposes are then applied against the Net Assessed Limited Property Value to determine the respective primary and secondary tax levy amounts.

For tax purposes in Arizona, real property is either valued by the Assessor of the county in which the District is located (Pinal County, Arizona (the “County”)) or by the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as “locally assessed” property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as “centrally valued” property and includes: (1) property used in the business of patented or unpatented producing mines, mills and smelters; (2) producing oil, gas and geothermal interests; (3) real property and improvements used for operation of telephone, telegraph, gas, water and electric utilities; (4) aircraft regularly scheduled and operated by an aircraft company; (5) standing timber; (6) pipelines; and (7) personal property, except mobile homes.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts, certain special taxing districts, and the State are primary taxes. Primary taxes are levied against the Net Assessed Limited Property Value of the taxing jurisdiction.

The amount of primary taxes levied by each county (including the County), city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year’s levy limit amount plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Taxes levied for debt retirement (e.g., debt service on the Bonds), voter-approved budget overrides, the maintenance and operation of special service districts such as the District, sanitary, fire and road improvement districts and qualified school district desegregation expenditures are secondary taxes. These taxes are levied against the Net Assessed Limited Property Value. There is no limitation on annual levies for voter-approved bond indebtedness and certain special district assessments, including those of the District, are also unlimited. Debt service on the Bonds is payable solely from secondary property taxes.

Determination of Full Cash Value. The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. (The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year, when payment of the second installment of property taxes for the prior tax year becomes delinquent.) Full Cash Value is statutorily defined to mean "that value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value." "Market value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a sales data approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

Following the determination of the Full Cash Value, the Assessor of the County then determines the Limited Property Value by applying any applicable property growth limitations as described under "*Ad Valorem* Property Taxation in the District – General" above.

Assessment Ratios. All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the applicable Limited Property Value to obtain the assessed valuation. The appropriate property classification ratio is applied to the applicable Limited Property Value of each property parcel to determine the assessed valuation for such parcel. The current assessment ratios for each class of property are set forth in the following table.

TABLE 1
PROPERTY TAX ASSESSMENT RATIOS (TAX YEAR)

Property Classification (a)	2023	2024	2025
Mining, Utility, Commercial and Industrial (b)	17.0%	16.5%	16.0%
Agriculture and Vacant Land	15	15	15
Owner Occupied Residential	10	10	10
Lease or Rented Residential	10	10	10
Railroad, Private Car Company and Airline Flight Property (c)	14	14	13

(a) Additional classes of property exist but seldom amount to a significant portion of a taxing jurisdiction's total valuation.

(b) The assessment ratio for this property classification will decrease to 15.5% for tax year 2026 and 15.0% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Tax Procedures. On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15 of the year prior to

the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County (the “Treasurer”). With the various budgetary procedures having been completed by the governmental entities, the appropriate primary and secondary tax rate for each jurisdiction is then applied to the Net Assessed Limited Property Value of each parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of each fiscal year (the year beginning July 1 and ending June 30 (“Fiscal Year”)) the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

The State Legislature, from time to time, may change the manner in which taxes are levied, including changing the assessment ratios and property classifications. The District cannot determine whether any future legislation will become law or how it might affect property tax collections for the District. However, removing or amending limits on the growth rate of Limited Property Value for locally assessed property would require further amendment to the State Constitution.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State, County, and other taxes, in September of each year and are payable in two installments on the subsequent October 1 and March 1. The delinquent tax dates are November 1 and May 1 and delinquent taxes are subject to a penalty of 16% per annum unless the full year’s taxes are paid by December 31. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year’s tax bill by December 31.) At the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer to deliver a treasurer’s deed to the certificate holder as prescribed by law.

Chapter 176, Laws of Arizona 2024 (commonly referred to by its original bill number as “SB 1431”) revises the redemption and foreclosure process for tax lien certificate holders whereby a delinquent taxpayer may request an entry of judgment directing the sale of the property for excess proceeds. If a delinquent taxpayer requests an excess proceeds sale, and an entry of judgment is granted to direct such excess proceeds sale, a tax lien certificate holder’s potential financial return on the subject tax lien eligible for foreclosure may decrease relative to the tax lien certificate holder’s potential financial return on such tax lien prior to the enactment of SB 1431. Therefore, in connection with the new excess proceeds sale process instituted by SB 1431, it is reasonable to conclude that “tax sale investors” may be less willing to purchase tax liens. The effective date of SB 1431 was September 14, 2024. None of the District, the Municipal Advisor, the Underwriter, the Developer, or the counsel or agents of any of them, are able to determine or predict what impact, if any, SB 1431 will have on property tax collections in the District.

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the “Bankruptcy Code”), the law is currently unsettled as to whether a lien can attach against the taxpayer’s property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* property taxes on a property of a bankrupt taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor’s estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy would be stayed pursuant to the Bankruptcy Code.

While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of a bankruptcy court. It is reasonable to conclude that “tax sale investors” may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Municipal Advisor (as defined herein), the Underwriter, or the Developer (except for its own operations and financial condition), nor their respective attorneys, agents or consultants have undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the Treasurer is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District’s tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

See “RISK FACTORS – Bankruptcy and Foreclosure Delays” herein.

Taxation of Unpatented ASLD Property. [Pursuant to Section 37-252, Arizona Revised Statutes, if a patent for lands sold by ASLD has not been issued within seven years after ASLD issued a certificate of purchase, all lands sold shall be taxed, and the taxes assessed on those lands will be collected and enforced as against other lands. ASLD shall not issue a patent on such lands until all taxes that are due on the lands have been paid. In accordance with Section 37-254, if any lands sold by ASLD revert to the State, ASLD shall notify the County, and the County shall cancel any property tax assessment of the land, and the County and its Board of Supervisors shall charge off all taxes levied against the land. D.R. Horton and ASLD entered into the Certificate of Purchase with respect to the real property within the boundaries of the District on November 4, 2020. As of the date of this Official Statement, the D.R. Horton has patented approximately ___ acres of the total approximately 1,312 acres within the boundaries of the District. This patented property is not subject to reversion to the State. The remaining approximately ___ unpatented acres are expected to become subject to *ad valorem* property taxes when patented or on November 4, 2027 (seven (7) years after the Auction Date), whichever occurs first, based on the Arizona law provisions described above. It is expected that the unpatented portion of the land still owned by ASLD will be assessed by the County as agricultural or vacant land and generate a relatively low amount of property taxes relative to the taxable property within the District that has been improved by the Developer or D.R. Horton. In the event the Developer breaches the Certificate of Purchase, or ASLD terminates the Certificate of Purchase for any reason, property taxation of the unpatented property, if commenced, may be cancelled under Arizona law. None of the District, the Municipal Advisor, the Underwriter, the Developer, D.R. Horton or the counsel or agents of any of them, are able to predict what impact, if any, such potential cancellation would have on the financial condition of the District or the payment of debt service on the Bonds. The District has not assumed the collection of property taxes from the unpatented ASLD property for purposes of sizing the par amount of the Bonds; provided, however, that the District has assumed the Developer’s continued development of the Project. **See “RISK FACTORS – Certificate of Purchase and Participation and Infrastructure Contract, and – Cancellation of Property Taxation on Unpatented ASLD Property” herein.]**

Net Assessed Valuation, Comparisons and Trends

Property Valuations. The following tables list the various property valuations for the District and other entities for the Fiscal Years indicated.

TABLE 2
DISTRICT ESTIMATED NET FULL CASH VALUE
AND NET ASSESSED LIMITED PROPERTY VALUE COMPARISON

Fiscal Year	Estimated Net Full Cash Value (a)	Net Assessed Limited Property Value
2025/26	\$61,949,437 (b)	\$2,513,858
2024/25	6,473,127	494,957
2023/24 (c)	- (d)	410,526

- (a) Estimated net full cash value (“Estimated Net Full Cash Value”) is the Full Cash Value of the property less the estimated value of exempt property within the District.
- (b) Full Cash Value of the property for Fiscal Year 2025/26 is \$73,597,866.
- (c) Represents the first year assessed valuation has been available for the District.
- (d) The Estimated Net Full Cash Value for 2023/24 is unavailable.

Source: *Abstract by Tax Authority*, the Assessor of the County (August dated file for each corresponding year).

TABLE 3
COMPARATIVE NET ASSESSED LIMITED PROPERTY VALUES AND TRENDS

Fiscal Year	The District	Pinal County	State of Arizona
2025/26	\$2,513,858	\$4,073,510,894	\$92,371,826,506
2024/25	494,957	3,772,917,916	88,425,611,337
2023/24 (a)	410,526	3,390,905,658	83,026,530,244

- (a) Represents the first year assessed valuation has been available for the District.

Source: *Pinal County Tax Levy*, Pinal County – Finance Department, and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 4
DISTRICT NET ASSESSED LIMITED PROPERTY VALUES BY PROPERTY CLASSIFICATION

Legal Class	Description	2025/26 Net Assessed Limited	2025/26 Percent of Total
1	Mining, Utility, Commercial and Industrial	\$11,533	0.46%
2	Agricultural and Vacant	1,017,936	40.49%
3	Residential (Owner Occupied)	916,635	36.46%
4	Residential (Rental Occupied)	567,755	22.58%
	Total	\$2,513,859	100.00%

Source: *Abstract by Tax Authority*, the Assessor of the County.

See also in this respect the discussion under the subheading “LAND DEVELOPMENT.”

Set forth below are the major property taxpayers located within the District and their Net Assessed Limited Property Value and their relative proportion of the total Net Assessed Limited Property Value for the District.

TABLE 5
NET ASSESSED LIMITED PROPERTY VALUE OF CERTAIN TAXPAYERS

Taxpayer (a)	2025/26 Net Assessed Limited Property Valuation	As Percent of District's 2025/26 Net Assessed Limited Property Valuation (b)
Brookfield ASLD 8500 LLC	\$632,355	21.15%
BRP Homes Arizona LLC	195,339	6.53
Tri Pointe Homes Arizona 91 LLC	144,094	4.82
Pulte Home Company LLC	106,533	3.56
Richmond American Homes of Arizona Inc.	78,550	2.63
Slate Non-NC/Non-WA Property Owner LLC	71,462	2.39
Weekley Homes LLC	69,101	2.31
DRP Bookbinder Multistate LLC	60,966	2.04
City of Apache Junction	57,551	1.92
Slate Non-NC/Non-WA Property Owner LLC	29,028	0.97
	\$ 1,444,978	48.32%

(a) Some of the major taxpayers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at <http://www.sec.gov>. None of the District, Bond Counsel, the Municipal Advisor, the Underwriter, the Developer (except for its own Filings), or counsel to any of the foregoing has examined the information set forth in the Filings for accuracy or completeness, nor have they assumed responsibility for the same.

(b) Totals may not add due to rounding.

Source: The Assessor of the County.

See "RISK FACTORS – General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences" and "RISK FACTORS – Concentration of Ownership; Subsequent Transfer."

Record of Taxes Levied and Collected in the District

Under Arizona law, the Board of Supervisors of the County is required to levy a tax in an amount sufficient to satisfy debt service requirements of each special district with general obligation debt located in the County. Property taxes are levied and collected on property within the District and certified to by the Treasurer on behalf of the District. The following table sets forth the tax collection record of the District for the indicated fiscal years. Fiscal Year 2022/23 was the first year property taxes were levied by the District.

TABLE 6
REAL AND SECURED PROPERTY TAXES LEVIED AND COLLECTED

Fiscal Year	Real and Secured Personal Property Tax Levy (b)	Collected to June 30 End of Fiscal Year (a)		Total Collections through [November 1], 2025	
		Amount	Percent of Tax Levy	Amount	Percent of Tax Levy (c)
2025/26	\$502,561.02	(d)		\$47,061.19	9.36%
2024/25	261,932.40	261,219.13	99.73%	261,932.40	100.00%
2023/24 (e)	0.00	0.00	0.00	0.00	0.00
2022/23 (e)	0.00	0.00	0.00	0.00	0.00

- (a) Reflects collections made through the end of the Fiscal Year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.333%. Interest and penalty collections for delinquent taxes are not included in the collection figures above but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.
- (b) Tax levy is as reported by the Treasurer as of August of each tax year. Amount does not include adjustments made to levy amounts after the August report. The District's tax levy includes the amount necessary for debt service as well as the Operation and Maintenance Tax.
- (c) Total collections as a percentage of tax levy shown are based on the original levy set by the County and do not reflect adjustments.
- (d) In the process of collection. Due to corrections by the Treasurer to 2025 tax bills, the bi-annual installment schedule discussed in footnote (a) will be adjusted for tax year 2025-26. Interest and late fees that would normally accrue on first half payments made after November 3, 2025 are being waived for 90 days. Second half payments are due May 1, 2026.
- (e) The District levied the Operation and Maintenance Tax in fiscal year 2022/23 in anticipation of D.R. Horton patenting land from ASLD. Any land patented by the D.R. Horton in such fiscal year occurred after the Assessor of the County determined whether property was subject to property taxation for such property tax year. Therefore, although the District levied the Operation and Maintenance Tax in fiscal year 2022/23, no property taxes were collected because the County determined the land within the boundaries of the District was owned by ASLD and exempt from property taxation.

Source: The Treasurer.

The tax rates provided below reflect the tax rate per \$100 Net Assessed Limited Property Value levied within the District for the Fiscal Years indicated. Fiscal Year 2022/23 was the first year property taxes were levied by the District, provided, however, that no taxes were collected in such year because the land within the District was owned by ASLD and exempt from property taxation.

**TABLE 7
TAX RATE DATA**

Fiscal Year	Tax Rate (a)
2025/26	\$3.60
2024/25	3.60
2023/24	3.60
2022/23	0.30 (b)

(a) Includes the Operation and Maintenance Tax.

(b) See footnote (e) to TABLE 6.

Source: *Pinal County Tax Levy*, Pinal County – Finance Department.

General Obligation Bonded Indebtedness Outstanding and to be Outstanding

The table shown below lists the general obligation bonded indebtedness of the District:

**TABLE 8
DISTRICT GENERAL OBLIGATION BONDED INDEBTEDNESS
OUTSTANDING AND TO BE OUTSTANDING**

Issue Series	Purpose	Original Amount	Final Maturity Date	Balance Outstanding
None				\$ 0
Total Direct General Obligation Bonded Debt Outstanding				\$ 0
Plus: The Bonds				2,500,000*(a)
Total Direct General Obligation Bonded Debt to be Outstanding				<u>\$2,500,000*</u>

(a) \$____,000 of net premium on the Bonds reduces the principal amount of authorized but unissued general obligation debt of the District authorized at the Election.

* Preliminary, subject to change.

ESTIMATED DEBT SERVICE FOR THE BONDS (a)*

Set forth below are the estimated debt service requirements for the Bonds:

Period Ending (July 15)	Bonds*		Estimated Debt Service* (c)
	Principal	Interest (b)	
2026	\$ 150,000	\$ 86,666	\$ 236,666
2027	45,000	141,000	186,000
2028	50,000	138,300	188,300
2029	50,000	135,300	185,300
2030	55,000	132,300	187,300
2031	60,000	129,000	189,000
2032	60,000	125,400	185,400
2033	65,000	121,800	186,800
2034	70,000	117,900	187,900
2035	75,000	113,700	188,700
2036	80,000	109,200	189,200
2037	85,000	104,400	189,400
2038	90,000	99,300	189,300
2039	95,000	93,900	188,900
2040	100,000	88,200	188,200
2041	105,000	82,200	187,200
2042	110,000	75,900	185,900
2043	115,000	69,300	184,300
2044	125,000	62,400	187,400
2045	130,000	54,900	184,900
2046	140,000	47,100	187,100
2047	150,000	38,700	188,700
2048	155,000	29,700	184,700
2049	165,000	20,400	185,400
2050	175,000	10,500	185,500
	<u>\$ 2,500,000</u>	<u>\$2,227,466</u>	<u>\$4,727,466</u>

(a) Provided by the Municipal Advisor.

(b) Interest is estimated. The first interest payment on the Bonds will be due on July 15, 2026.* Thereafter, interest payments will be made semiannually on each January 15 and July 15 until maturity or prior redemption.

(c) Totals may not add due to rounding.

OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Assessed Limited Property Value and combined tax rate per \$100 Net Assessed Limited Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's Net Assessed Limited Property Value which lies within the District's boundaries was derived

* Preliminary, subject to change.

from information obtained from the County Assessor. See “**RISK FACTORS – Direct and Overlapping Indebtedness and Taxes.**”

TABLE 9
OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

Overlapping Jurisdiction	2025/26	General Obligation Bonded Debt (b)	Proportion Applicable to the District (a)		Total Tax Rates Par \$100
	Net Assessed Limited Property Value		Approximate Percent	Net Debt Amount	Net Assessed Limited Property Value (c)
State of Arizona	\$ 92,371,826,506	None	0.00%	None	None
Pinal County (d)	4,073,510,894	None	0.06	None	\$3.6659
Pinal County Community College District	4,073,510,894	\$47,810,000	0.06	\$29,505	1.7611
Central Arizona Water Conservation District	4,073,510,894	None	0.06	None	0.1400
East Valley Institute of Technology	1,024,276,220	None	0.25	None	0.0500
Apache Junction Unified School District No. 43	631,945,919	3,500,000	0.40	13,923	3.5123
Superstition Fire & Medical District	609,939,494	1,338,000	0.41	5,515	3.8000
City of Apache Junction	238,509,446	None	1.05	None	None
The District (e)	2,513,858	2,500,000*	100.00	2,500,000*	3.6000
				\$2,548,942*	

- (a) For Tax Year 2025, portions of the land within the boundaries of the District were still owned by ASLD and therefore not subject to property taxes and assessed values were not assigned to such portions of the District. If the assessed value within the District increases at a faster rate than the overlapping jurisdictions, the amount of overlapping debt allocated for payment within the District will increase.
- (b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amounts of certificates of participation or revenue obligations outstanding for the jurisdictions listed above. Also does not include outstanding principal amounts of bonds of various assessment districts or areas as the obligations of these districts or areas are presently being paid from special assessments against property within the various districts or areas. Does not include authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future.

Authorized but unissued amounts in the following table may be subject to additional reductions based on use of net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
The District (f)	\$[397,470,000]*

Also does not include the obligation of the Central Arizona Water Conservation District (“CAWCD”) to the United States Department of the Interior the (“Department of the Interior”), for repayment of certain capital costs for construction of the Central Arizona Project (“CAP”), a major reclamation project that has been substantially completed by U.S. Department of the Interior. In April of 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD’s obligation for substantially all of the CAP features that have been constructed so far will be set at \$1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre-feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the \$1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing.

* Preliminary, subject to change.

These percentages have been fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. CAWCD was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States' portion of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per \$100 of Net Assessed Limited Property Value, of which 14 cents is currently being levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02). There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

- (c) The District's \$3.600 tax rate is a combined tax rate that includes the tax rate for general obligation bond debt service payments plus the Operation and Maintenance Tax. The District levies a tax rate of \$0.300 for the Operation and Maintenance Tax. The District's current levy of a \$3.300 tax rate to pay general obligation bond debt service is a "target" tax rate in accordance with the District Development, Financing Participation, Waiver and Intergovernmental Agreement, dated as of October 10, 2022, by and among the City, the District, the Developer and Brookfield Homes, as amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, by and among the City, the District, Brookfield Homes and the Developer, dated as of January 25, 2024, and as further amended by the Second Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, by and among the City, the District, Brookfield Communities US Holdings LLC, North America Sekisui House, LLC, and the Developer, dated as of [____], 2025 (as so amended, the "CFD Development Agreement"). From time to time, the parties to the CFD Development Agreement may agree to amend such agreement, including an agreement to increase the target tax rate. Regardless of the target tax rate set forth in the CFD Development Agreement, per statute the Bonds will remain payable as to principal and interest from *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – General."
- (d) The County's tax rate includes the \$0.1620 tax rate of the Pinal County Flood Control District, the \$0.0890 tax rate of the Pinal County Free Library, the \$0.0519 tax rate for the contribution to the Pinal County Fire District Assistance and the \$3.3630 tax rate of the County. The State does not currently levy *ad valorem* taxes. The net assessed limited property value of the County Flood Control District does not include the personal property assessed valuation within the County. The net assessed limited property value for the CAWCD reflects the assessed valuation located within the County only. The County is mandated to levy a tax annually in support of fire districts in the County. All levies for library districts, hospital districts, fire districts, technology districts, water conservation districts and flood control districts are levied on the net full cash assessed value.
- (e) Includes the Bonds. Does not include previously issued special assessment bonds or general obligation bonds expected to be issued by the District in the future. See TABLE 10. The District levied the Operation and Maintenance Tax and property taxes to pay general obligation bond debt service in fiscal year 2025/26, and presently collects property tax revenues from the portion of the land within the District boundaries patented by the Developer and no longer owned by ASLD. See "OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES – Other Debt of the District" herein.
- (f) Net of the Bonds.

Source: Pinal County Assessor Department, the various entities, the Pinal County Finance Department and *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

Additional General Obligation Bonded Indebtedness of the District

In addition to the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Act, additional series of bonds payable from *ad valorem* property taxes. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – General Obligation Bonded Indebtedness Outstanding and to be Outstanding." See also "RISK FACTORS – Direct and Overlapping Indebtedness and Taxes."

The Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60% of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the County Assessor, the Board has determined that issuance of the Bonds will meet the test set forth above. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – *Ad Valorem* Property Taxation in the District – Determination of Full Cash Value”).

Pursuant to the Election, the District is authorized to incur general obligation bonded indebtedness in an amount not to exceed \$400,000,000 and will have \$[397,470,000]* of such amount remaining after issuance of the Bonds. Such remaining authorized but unissued amount is subject to further reduction based on the use of net premium on the general obligation bonds of the District. See also TABLE 8. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional debt payable from taxes or tax levies for other purposes on all or a portion of the property within the District that may be issued or levied in the future by other political subdivisions, including but not limited to the City, the County, school districts, certain other special districts or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness or tax levies for other purposes could be authorized for such overlapping jurisdictions in the future. See “**RISK FACTORS – Direct and Overlapping Indebtedness and Taxes.**”

Other Debt of the District

The District has previously sold and issued special assessment bonds related to other assessment areas in the District, and such special assessment bonds are outstanding as listed in the following table.

**TABLE 10
OTHER DEBT OF THE DISTRICT FOR PUBLIC INFRASTRUCTURE ACQUISITION**

Assessment Area No.	Series	Original Amount	Final Maturity	Balance Outstanding
1	2024	\$1,939,000	7/1/2048	\$1,939,000
2	2025	2,418,000	7/1/2049	2,418,000
Total Other Debt of the District Outstanding (a)				\$4,357,000

- (a) [Does not include approximately \$_____ of the 2025 Assessment Area No. 3 Bonds the District plans to issue in _____ 2025 pursuant to a separate official statement.*]

Does not include other special assessment bonds or general obligation bonds expected to be issued by the District in the future. Other series of special assessment bonds payable solely from and secured by special, separate funds established and maintained by the District from installments due with respect to certain other special assessments may be issued by the District in the future. The term “special assessments” as used hereinabove refers to the assessments which would be levied and assessed by the District in the related assessment area within the District, each of which would constitute a first lien on the parcel so levied and assessed, subordinate and subject only to general property taxes and prior special assessments. The lien for the property taxes levied to pay debt service on the Bonds is senior to the lien of any such special assessments; however, the lien for such special assessments are not extinguished by foreclosure with regard to taxes. There can be no assurance that additional amounts of such bonds payable from special assessments will not be issued in the future, increasing the amount of liens on property in the District for such purposes. See “**RISK FACTORS – Direct and Overlapping Indebtedness and Taxes.**”

* Preliminary, subject to change.

BOND INSURANCE

[Insert Bond Insurance Policy language]

RISK FACTORS RELATED TO BOND INSURANCE

[In the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the issuer of the Policy is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from *ad valorem* property taxes as described under “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.” In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer’s financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds. See “RATING” herein.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the City, the District, the Municipal Advisor, the Underwriter, the Developer, or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.]

SOURCES AND APPLICATIONS OF FUNDS

The sources and applications of funds with respect to the Bonds are as follows:

SOURCES OF FUNDS

Par Amount of Bonds	\$2,500,000*
[Net] Original Issue Premium (a)	
TOTAL SOURCES	<u>\$*</u>

USES OF FUNDS

Payment of Costs of Issuance (b)	\$
Deposit to Acquisition Fund	
TOTAL USES	<u>\$</u>

-
- (a) [Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]
- (b) For payment of costs of issuance of the Bonds, including Underwriter’s compensation and the bond insurance premium for the Policy[, if any].

* Preliminary, subject to change.

LAND DEVELOPMENT

In General

The District was created to assist with financing the acquisition of public infrastructure and public infrastructure purposes of the District. The Project is located east of Ironwood Drive, west of South Dutchman Drive, south of Radiance Avenue and north of Ray Avenue. Construction on the Project commenced in November 2021 and the first home closings occurred in May 2024. At completion, the Developer expects that the District will contain 5,470 single family residential lots, which represent approximately 1,170 acres within the Project. Non-residential development comprises approximately 142 acres within the Project and includes churches, government, police and fire stations, schools, civic and commercial uses and common area, and neighborhood open space.

Blossom Rock at Superstition Vistas was annexed by the City and received City Council approval for zoning the Property to the Master Planned Community zoning district, as more particularly described in the MPC Zoning Ordinance and Development Plan Case No. P-21-50-MPC, adopted by the City on or about October 5, 2021, and a Development Agreement for Superstition Vistas, by and between the City and D.R. Horton, dated October 28, 2021, and recorded on November 4, 2021, as Instrument No. 2021-140530, Records of Pinal County, Arizona, as amended (the “Land Development Agreement”), which addresses, among other things, the rights of D.R. Horton to develop the property as provided in and subject to the conditions of the Land Development Agreement. The Land Development Agreement addresses various issues oftentimes made the subject of development agreements in Arizona, such as, among other things, City services, reimbursements to the Developer for certain public infrastructure, the City’s processing of plans and permits, and public bidding. The Land Development Agreement also addresses the right to obtain and obligation to provide potable water and the required capital and operations contributions to the City for water, sewer, police and fire services within the District. Police services are provided to the District by the City. Fire and sanitation services are provided to the District by third party entities who have contracts with the City. D.R. Horton is obligated to assist in the funding of certain capital and operational costs associated with the provision of water, sewer, police, and fire protection within the District.

Although the number of acres devoted to each particular land use may ultimately vary from those presented, the development of the District is currently anticipated to include the following land uses:

TABLE 11
LAND USE OF THE DISTRICT

Total District	Approximate District Acres
Single Family Residential	1,170
Non-Residential (a)	142
Total	1,312

(a) Includes churches, fire stations, schools, civic and commercial uses and common area, and neighborhood open space.

Development of the property within the District and construction of homes and infrastructure is subject to obtaining various development and construction approvals and permits. As a condition to the sale of homes in the District, homebuilders will be required to obtain building and any additional permits required for the construction completion of all such homes and certain other infrastructure.

Under the Land Development Agreement, D.R. Horton is responsible for the construction of all offsite infrastructure, neighborhood parks, and entry improvements. Some of the offsite infrastructure, neighborhood parks, and entry improvements will be constructed through a Joint Development Agreement with Brookfield Homes (as defined herein). Brookfield Homes subsequently assigned to the Developer all of Brookfield Homes’ right, title and interest to acquire and develop the real property within the boundaries of the District pursuant to the Brookfield Purchase Agreement and all of its rights and obligations under the Joint Development Agreement. Either the Developer

or the homebuilders are responsible for subdivision improvements necessary to deliver fully finished single-family lots. Single family and multi-family residences will be constructed by the homebuilders.

The single-family residences being constructed by the Developer within the District currently range in size from [] to [] square feet and are currently base priced from \$[] to \$[]. The following are the Developer’s single-family home closings and single-family homes under construction within the District.

TABLE 12
SINGLE FAMILY HOME CLOSINGS (a)

Calendar Year	District (b)
2023	
2024	
2025	
2026	

(a) Within the District, the earliest close date shown is [] and the latest is [].

(b) The District has [] homes under construction as of [].

The Developer

The Developer for the Project is Brookfield ASLD 8500 LLC. The Developer has entered into a Development Management Agreement for the Project with Brookfield Arizona Management, LLC and Brookfield Arizona Development, LLC, both of which are affiliates of Brookfield Residential. The Developer is wholly owned by NASH Brookfield Blossom Rock LLC (the “Joint Venture”). The two members of the Joint Venture are NASH Blossom Rock Holdings, LLC (“NASH Blossom Rock”) and Brookfield Communities (Blossom Rock) LLC (“BCBR”). NASH Blossom Rock is a wholly owned subsidiary of NASH which is the business arm of Sekisui House, Ltd., one of the world’s largest homebuilders and a leader in sustainable residential development. BCBR is a wholly owned subsidiary of Brookfield Residential which is a leading land developer and homebuilder in North America. Brookfield Residential is a subsidiary of Brookfield Corporation (“Brookfield Corporation”) a leading global investment firm that focuses on alternative asset management, wealth solutions, renewable power infrastructure, business and industrial services, and real estate. Brookfield Corporation is a public company listed on the New York Stock Exchange and the Toronto Stock Exchange under the symbol BN.

[Brookfield Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “Commission”). Such reports, proxy statement and other information (collectively, the “Filings”) particularly, Brookfield Corporation’s Annual Report on Form 40-F for the fiscal year ended December 31, 2024, as filed by Brookfield Corporation with the Commission on or about March 21, 2025, and Brookfield Corporation’s Report of Foreign Private Issuer Pursuant to Rule 13a-16 or 15d-16 under the Securities Exchange Act of 1934 on Form 6-K which sets forth Brookfield Corporation’s financial results for the fiscal quarter ended September 30, 2025, as filed by Brookfield Corporation with the Commission on or about _____, 2025, set forth certain data relative to the consolidated results of operations and financial position of Brookfield Corporation and its subsidiaries, as of such dates. The Filings which may be inspected, copied and obtained at prescribed rates at the Commission’s public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission’s EDGAR database at www.sec.gov. All documents subsequently filed by Brookfield Corporation pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the Commission prescribes. No representative of the District, Bond Counsel, the Municipal Advisor, the Underwriter or counsel to the Underwriter have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.]

The foregoing Internet addresses and references to filings with the Commission are included for reference only, and the information on these Internet websites and on file with the Commission are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such Internet websites. Investors should not rely on the information and financial statements contained on these websites in evaluating whether to buy, hold or sell the Bonds. Some of the statements contained in the annual reports and the quarterly and current reports may be construed as “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on the beliefs of Brookfield Corporation’s management as well as assumptions made by, and information currently available to the management of Brookfield Corporation’s. These forward-looking statements typically include the words “anticipate,” “believe,” “consider,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “likely,” “may,” “outlook,” “plan,” “possible,” “potential,” “predict,” “projection,” “seek,” “should,” “strategy,” “target,” “will,” “would” or other words of similar meaning. Any or all of the forward-looking statements included in the annual reports and the quarterly and current reports may not approximate actual experience, and the expectations derived from them may not be realized, due to risks, uncertainties and other factors. As a result, actual results may differ materially from the expectations or results in the forward-looking statements.

The District

Utility Services. Wastewater collection and treatment within the District are provided by the Apache Junction Sewer District and potable water production and distribution within the District are provided by Water Utilities Community Facilities District (City of Apache Junction, Arizona) (the “Apache Junction Water District”). Electrical service within the District is provided by Salt River Project. Telephone and cable service is currently provided by Cox Communications.

Schools. Elementary School: Desert Vista Elementary School (K-5), 3701 East Broadway Avenue, Apache Junction, Arizona 85119, approximately 6½ miles northeast of the project. Junior High School: Cactus Canyon Junior High School (6-8), 801 West Southern Avenue, Apache Junction, Arizona 85120. High School: Apache Junction High School, (9-12), 2525 South Ironwood Drive, Apache Junction, Arizona 85120. A segment of the District may be zoned for a future elementary school. Within the City boundaries, there are three charter schools and a segment is zoned for a future charter school.

THE PUBLIC INFRASTRUCTURE

[Add description of the Public Infrastructure] The Public Infrastructure being reimbursed is 100% complete. See the map on page (viii) for the location of the Public Infrastructure.

TABLE 13
PUBLIC INFRASTRUCTURE COSTS AND FUNDING

Acquisition Project Description	Total Estimated Costs (a)	Certified Engineer’s Costs	To Be Paid By the Bonds*(b)	Paid by Prior Bonds	Eligible for Funding from Future Bonds*	Completion Date (c)
	\$	\$	\$	\$ -	\$	
Total	\$	\$	\$	\$ -	\$	

- (a) Represents the Total Estimated Costs which may differ once the District certifies eligible construction costs.
- (b) Represents Estimated Costs to be Paid by the Bonds which may differ once the District certifies eligible costs.
- (c) Represents the date by which the Developer constructed Public Infrastructure, which may differ from the date that it was accepted by the City.

RISK FACTORS

Investment in the Bonds involves a significant degree of risk and is speculative in nature. The Bonds will be secured solely by ad valorem property taxes levied on all taxable property within the boundaries of the District. Anyone considering investing in the Bonds should carefully examine this Official Statement, including the Appendices hereto. INVESTMENT IN THE BONDS SHOULD BE UNDERTAKEN ONLY BY PERSONS WHOSE FINANCIAL RESOURCES ARE SUFFICIENT TO ENABLE THEM TO ASSUME SUCH RISK. THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION.

This discussion of risk factors is not, and is not intended to be, exhaustive, and such risk factors are not necessarily presented in the order of their magnitude.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incident to real estate investments and development including those described herein.

Construction of houses on the lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds and homeowners insurance to buyers of the homes to be built in Blossom Rock, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; pandemics and epidemics; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; climate change; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the owners of such land. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the development must come from the City, over which the District has no control.)

The residential development business, particularly with respect to communities such as Blossom Rock, is highly competitive in the Phoenix metropolitan area. The business of merchant builders building in the District will face competition from a number of competitors in the City and other developments throughout the Phoenix metropolitan area, many of which offer or intend to offer lots and parcels in similar communities to a similar target market.

Decreased absorption rates associated with future slowdown could adversely affect land values and reduce the ability or desire of the property owners to pay *ad valorem* property taxes and assessments. In that event, there could be a default in the payment of principal of and interest on the Bonds.

An inability to develop the remaining land within the District will likely reduce the diversity of ownership of land within the District, making the holders of the Bonds more dependent upon timely payment of the *ad valorem* property taxes levied on the vacant lots.

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all or any of these permits and approvals can be

obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial consequences.

The value of the residential and commercial property in the District may increase if and as the development of the Project continues. However, less than expected increases or decreases in the future fair market value of the residential and commercial property in the District may reduce the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds or adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes. See also “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – *Ad Valorem* Property Taxation in the District.”

Concentration of Ownership; Subsequent Transfer

There can be no assurance that the Developer has the financial capability to complete development within the Project. Because there can be no assurance that the sole member (or future members) of the Developer will provide additional funds to the Developer, nor that bank loans will be available to the Developer sufficient to pay all costs attributable to the Project, the Developer may have to depend on revenues from sales of lots and parcels to generate cash flow and otherwise make funds available to pay all costs associated with the ownership, operation and development of the Project. If the Developer has to depend on sales of lots and parcels to generate cash flow, there can be no assurance that sufficient funds will be available to the Developer to pay all of its obligations and liabilities, including, without limitation, property taxes (including those relating to property then owned by the Developer to be applied to pay the Bonds), as such obligations and liabilities become due and payable. Developer may sell all or a material portion of the Project in a bulk sale, or may assign its interest in the Certificate of Purchase to a third party, or may elect not to acquire all of the remaining land within the District pursuant to the Certificate of Purchase, in which case ASLD would continue to own the unpurchased land within the District. See TABLE 5 with regard to the concentration of ownership of property in, and obligation for payment of property taxes of, the District in certain entities.

Failure or Inability to Complete Proposed Development

The development of each phase of Blossom Rock will be phased so that the Project will not be developed at one time. The funding for each phase of development of Blossom Rock will be provided by the Developer and other sources. The availability of funding for the completion of Blossom Rock will depend upon the demand for residential lots or units within Blossom Rock and local, regional and national market and economic conditions. No assurance is given that funding will be obtained for all phases of development of Blossom Rock, or, if obtained, will be in an amount sufficient to complete development of Blossom Rock. If satisfactory funding is unavailable, completion of the development of the balance of Blossom Rock may be delayed or suspended.

Public and private on-site and off-site improvements may increase the public and private debt on the land within the District. The burden of additional debt would be placed on the land within the District to complete the necessary improvements. See “RISK FACTORS – Direct and Overlapping Indebtedness and Taxes.”

Completion of the Public Infrastructure

The construction of infrastructure for development of the land in the District is not yet complete. See “LAND DEVELOPMENT.” The cost and time for completion of all of such improvements is uncertain and may be affected by changes like those described herein. If cost overruns result in delay of construction, or if other delays are experienced, the sale of lots and construction of homes may be delayed. Failure or inability to complete proposed development, including development of necessary utilities, could affect adversely development of the land in the District.

Availability of Utilities

Water and sewer service to the District will be provided by the Apache Junction Water District and the Apache Junction Sewer District, respectively, as described under the subheading “LAND DEVELOPMENT – The District.” Failure or inability to complete proposed development, including development of necessary utilities, could

affect adversely development of the land in the District. See “RISK FACTORS – Failure or Inability to Complete Proposed Development.” Certain utilities are to be developed by the Developer, D.R. Horton, the Apache Junction Water District and the Apache Junction Sewer District pursuant to certain development agreements including as described above. There can be no assurances that such utilities will be financed and developed.

Availability of Water

The Developer’s ability to develop the land within the District and to subdivide the real property included within the District is dependent upon the land having a 100-year assured water supply, as determined by the Arizona Department of Water Resources and applicable law. The Developer previously completed subdivisions in the District in accordance therewith. Potable water production and distribution for the Project are provided by the Apache Junction Water District, which has been designated as having a 100-year water supply based on the Apache Junction Water District’s available surface and ground water rights. If the Apache Junction Water District were to lose its 100-year water supply designation, however, the sale of subdivided land and the future subdivision of land within the Project could, and likely would, be halted until the situation could be resolved. Since January 2022, Arizona has operated under a drought contingency plan and has received a reduced allocation of Colorado River water for agricultural purposes through CAP. (See the final paragraph in footnote (b) to TABLE 9 for a description of CAP.) The Apache Junction Water District’s water supply comes from a variety of sources which include Colorado River water received through an allocation from the CAP, groundwater, reclaimed water/treated effluent and replenished groundwater. Notwithstanding the foregoing, the drought conditions in Arizona are subject to change, and none of the Developer, the District, the Municipal Advisor, the Underwriter, or their agents or counsel make any assurances as to future water availability or what impact, if any, the lack of water availability may have on the Developer’s continued development of the Project, the valuation of land within the District or the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds, as well as may adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – *Ad Valorem* Property Taxation in the District.” Such valuation, and particularly decreases therein, may reduce the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness and Taxes

The ability of an owner of land within the District to pay the *ad valorem* property taxes of the District could be affected by the existence of other taxes and assessments imposed upon the property. The District and other public entities whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* property taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in “OVERLAPPING, ADDITIONAL OVERLAPPING AND OTHER DEBT AND OTHER TAXES.”) The lien created on the property within the District through the levy of *ad valorem* property taxes would be on a parity with the *ad valorem* property taxes securing the Bonds. The imposition of additional parity liens, or subordinate liens in the case of future special assessments, or for that matter for private financing, may reduce the ability or willingness of the landowners to pay the *ad valorem* property taxes securing the Bonds as well as, in the case of failure of payment thereof, the existence of buyers of such property at any foreclosure sale for purposes of paying such taxes. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – *Ad Valorem* Property Taxation in the District.”

Bankruptcy and Foreclosure Delays

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer’s property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on

the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* property taxes on a property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy would be stayed pursuant to the Bankruptcy Code. While the stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of a bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections becomes uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Certificate of Purchase and Participation and Infrastructure Contract

[On or about November 4, 2020 (the "Auction Date"), D.R. Horton was the successful bidder at ASLD Auction No. 53-120190 for certain land comprising approximately 2,783 acres, including the District land (the "District Land"), located within the planning boundaries of the City of Apache Junction, Pinal County, Arizona (the "Auction Land"). D.R. Horton made a down payment to ASLD of \$24,550,000 (approximately ten percent (10%) of the purchase price for the Auction Land and ASLD issued Certificate of Purchase No. 53-120190 (the "Certificate of Purchase") to D.R. Horton to evidence D.R. Horton's right to acquire the Auction Land) and obligation to pay the balance of the purchase price with interest over twenty-five (25) years as D.R. Horton obtains patents for parcels of the Auction Land. D.R. Horton entered into the Brookfield Purchase Agreement with Brookfield Homes, pursuant to which D.R. Horton agreed to sell, and Brookfield Homes agreed to purchase the real property within the boundaries of the District, which is approximately one-half (½) of the Auction Land (the "Brookfield Designated Property"). All of the Brookfield Designated Property is District Land. As of the date of this Official Statement, D.R. Horton, at the instruction of the Developer pursuant to the Brookfield Purchase Agreement, has patented approximately ___ acres of the Brookfield Designated Property, but neither D.R. Horton nor the Developer have any obligation to pay interest or principal payments with respect to the Auction Land or to patent additional Auction Land prior to the maturity date of the Certificate of Purchase, i.e., November 4, 2045. The Developer may, in its sole discretion, elect not to acquire additional land in the District, elect to discontinue development of the Brookfield Designated Property, or elect to discontinue construction and sales of homes within the District.

Concurrently with the delivery of the Certificate of Purchase, ASLD and D.R. Horton entered into the Participation and Infrastructure Contract Regarding ASLD Sale No. 53-120190 (the "Participation Contract"), with respect to the Auction Land and certain adjacent land that is owned by ASLD (the "Retained Property"). Pursuant to the conditions described in the Participation Contract, D.R. Horton agreed, among other things: (1) to zone and otherwise entitle the Auction Land and Retained Property in accordance with the terms of the Participation Contract, (2) following entitlement, to construct certain improvements for the benefit of the Auction Land and Retained Property, and (3) upon sales by D.R. Horton of all or portions of the Auction Land, to pay ASLD a participation payment in accordance with the terms of the Participation Contract. Among other things, the Participation Contract

permitted D.R. Horton to cause all or portions of the Auction Property (prior to issuance of patents to D.R. Horton) to be included within the boundaries of the District in accordance with A.R.S. Sections 48-701, et seq., and to authorize the District to issue general obligation bonds to provide moneys for public infrastructure purposes, levy *ad valorem* property taxes for the payment of debt service on the general obligation bonds and operation and maintenance expenses of the District and to levy assessments of the costs of public infrastructure purposes; provided, however, pursuant to A.R.S. Section 37-252, the portion of the Auction Land within the boundaries of the District still owned by ASLD is not subject to taxation until ASLD issues a patent to such Auction Land or until seven (7) years after the Auction Date, whichever occurs first.

ASLD can cancel the Certificate of Purchase and terminate the Participation Contract prior to the maturity date of the Certificate of Purchase under the following limited circumstances: (i) D.R. Horton's failure to pay a Monetary Obligation (as defined in the Participation Contract), including an Infrastructure Payment (as defined in the Participation Contract), (ii) D.R. Horton's failure to complete a Project Entitlement by the applicable Project Milestone (as defined in the Participation Contract), or (iii) D.R. Horton's failure to satisfy a Sales Hurdle (as defined in the Participation Contract). After the notice and cure period in the Participation Contract expires, ASLD must give notice within 60 days after the default of its intent to cancel the Certificate of Purchase. D.R. Horton has 60 days from the notice date to cure the default. If D.R. Horton does not cure the default, ASLD can then make a formal order canceling the Certificate of Purchase and D.R. Horton has 30 days to appeal. If no appeal is filed, the order becomes final. Upon cancellation of the Certificate of Purchase, the Participation Contract automatically terminates. On D.R. Horton's request, the ASLD Commissioner may extend the time for payment. In addition, pursuant to the terms of the Brookfield Purchase Agreement and the Mortgage, the Developer has the right to cure events of default under the ASLD Documents should D.R. Horton fail to do so.

If the Certificate of Purchase is canceled and the Participation Contract is terminated, there is no assurance when or if ASLD will cause the remainder of the Auction Land within the boundaries of the District to be publicly sold at auction or that any developer will bid at any public auction of such land, in which case the portion of the District Land owned by ASLD may not be developed and no homes will be constructed on the portion of the land owned by ASLD until the land is acquired at a public auction by another developer. Furthermore, pursuant to a development agreement between the City, the District and the Developer, in the event of the Developer's default and forfeiture of its interest under the Certificate of Purchase prior to the Developer acquiring all of the land within the District boundaries in accordance with the Certificate of Purchase, the Developer shall, if so directed by ASLD and without any consent or approval required from the City or the District, relinquish and assign to ASLD all right and interest of the Developer with respect to such development agreement and the District. In the event the Brookfield Purchase Agreement is terminated due to a default by the Developer, then Brookfield Homes and the Developer, if so directed by D.R. Horton and otherwise in accordance with the Brookfield Purchase Agreement, shall assign all of their rights and obligations under such development agreement to D.R. Horton. In such event, the Developer is unable to predict whether D.R. Horton would continue development of the District Land.

If the Certificate of Purchase is cancelled and the Participation Contract is terminated, or if the Brookfield Purchase Agreement is terminated, none of the District, the Municipal Advisor, the Underwriter, D.R. Horton, the Developer or their agents or counsel are able to estimate or predict whether any development of the Project would continue, the financial impact on the District, the willingness of property owners within the District to pay property taxes or assessment installment payments, or on the valuation of land within the District.]

See "APPENDIX E – SUMMARY OF ASLD DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF CERTIFICATE OF PURCHASE" and "– SUMMARY OF CERTAIN PROVISIONS OF PARTICIPATION CONTRACT."

Cancellation of Property Taxation on Unpatented ASLD Property

[As of the date of this Official Statement, the portion of the Auction Land that has not been patented by D.R. Horton is exempt from property taxation, including property taxes levied by the District to pay debt service on the Bonds. In accordance with A.R.S. Section 37-252, the Auction Land still owned by ASLD becomes subject to taxation after the earlier of seven (7) years after the Auction Date, or when the land is patented. The Auction Date was November 4, 2020, and therefore the Auction Land still owned by ASLD is scheduled to become subject to property taxation on or around November 4, 2027. In accordance with Arizona law, after November 4, 2027 and so long as

D.R. Horton is subject to the Certificate of Purchase, D.R. Horton will be responsible for payment of property taxes on the unpatented portions of the Auction Land. To the extent property tax collection commences in 2027 on such unpatented portion of the Auction Land, such property tax collection may be cancelled under A.R.S. Section 37-254 if D.R. Horton breaches the Certificate of Purchase or ASLD terminates the Certificate of Purchase for any other reason and the unpatented property reverts to the State. The District has sized the Bonds based on existing development of the Project, representations of the Developer and D.R. Horton regarding its plans for continued development of the Project, and estimated property tax collections only from the Auction Land already patented, or reasonably expected to be patented, by D.R. Horton; provided, however, such continued development is subject to change or termination. It is expected that the unpatented portion of the Auction Land, when subject to property taxation, will be assessed by the County as vacant or agricultural property, and generate a relatively low amount of property tax revenues relative to improved areas within the District boundaries subject to property taxation. The commencement, and, if commenced, cancellation of property taxation of the unpatented portion of the Auction Land still owned by ASLD may result in volatility of overall property tax revenues collected by the District. None of the District, the Municipal Advisor, the Underwriter, the Developer, or the counsel or agents of any of them, are able to predict what impact, if any such potential cancellation of property taxation on the unpatented portion of the Auction Land would have on the financial condition of the District or the payment of debt service on the Bonds.]

Environmental Matters

Property in the District is subject to risks arising out of environmental, archeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values resulting from any contamination on the site or from the proximity of the site to other contaminated areas; or discovery of archeological artifacts located on the site or in the vicinity of the site; or discovery of endangered species of animals, plants or other habitat for endangered species. Liability may arise under a variety of federal, state or local laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the National Historical Preservation Act.

Projections

Included in this Official Statement are various projections for lot closings, completion dates, completion costs and other items. The projections are based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which the Developer believes to be significant and which the Developer cannot control may also exist. There are usually differences between projections and results because events frequently do not occur as expected, and those differences may be material. There can be no assurances that the various projections set forth in this Official Statement can be achieved.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is approximately __% complete with respect to the number of homes (including multifamily units) currently planned to be built at completion of the Project. Circumstances could change as the development process continues and other issues are raised or new developers, homebuilders or owners become involved. Accordingly, the Developer anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained herein may not accurately reflect the future conditions relating to the development of the District; however, the Developer does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Cancellation of Contracts

The State, its political subdivisions, including the District, or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, including the District, or any of the departments or agencies of either is, while the contract or any extension thereof 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. Cancellation of contracts entered into by the District may adversely affect the Bonds.

No Credit Rating

[No credit rating for the Bonds has been sought, nor is it anticipated that any such rating will be applied for. There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.]

Risk of Internal Revenue Service Audit

The Internal Revenue Service (the “Service”) has announced a program of auditing tax-exempt bonds which can include those issued by special purpose governmental units, such as the District, for the purpose of determining whether the Service agrees (a) with the determination of Bond Counsel that interest on the Bonds is exempt for federal income tax purposes or (b) that the District is in or remains in compliance with Service regulations and rulings applicable to governmental bonds such as the Bonds. The commencement of an audit of the Bonds could adversely affect the market value and liquidity of the Bonds, regardless of the final outcome. An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could be expected to adversely impact the secondary market, if any, for the Bonds, and, if a secondary market exists, would also be expected to adversely impact the price at which the Bonds can be sold. The Bond Resolution does not provide for any adjustment to the interest rates borne by the Bonds in the event of a change in the tax-exempt status of the Bonds. Owners of the Bonds should note that, if the Service audits the Bonds, under current audit procedures the Service will treat the District as the taxpayer during the initial stage of the audit, and the owners of the Bonds will have limited rights to participate in such procedures. There can be no assurance that the District will have revenues available to contest an adverse determination by the Service. No transaction participant, including the District, the Municipal Advisor, Bond Counsel, counsel to the Underwriter, or the Underwriter is obligated to pay or reimburse the owner of any of the Bonds for audit or litigation costs in connection with any legal action, by the Service or otherwise, relating to the Bonds. There can be no assurance that an audit by the Service of the Bonds will not be commenced. However, the District has no reason to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service position, regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of the Bonds. See also “TAX EXEMPTION” herein.

No District Financial Statements

The District is not required to prepare financial statements and has not previously prepared financial statements.

No Review of Filings

As described in footnote (a) to TABLE 5, none of the District, the Underwriter, the Municipal Advisor, Bond Counsel or counsel to the Underwriter have examined the information set forth in the Filings for accuracy or completeness, or examined similar information for entities or their parent companies that are not subject to same or similar informational requirements.

Tariffs

On April 2, 2025, President Trump announced new tariffs on several nations. On April 9, 2025, President Trump announced a 90-day pause on such tariffs, with the exception of certain tariffs on China. In August 2025, following conclusion of the 90-day pause, tariffs were imposed by the United States on various countries. The tariff rates are subject to change and certain tariffs have been subject to additional pauses. As of the date of this Official Statement, none of the City, the District or the Developer are able to predict the impacts of these tariffs, if any, applicable to development of the Project. The risk of higher costs for the development of the Project and construction of residential homes does exist. This risk would be due to increases in the cost of materials for development of the Project. In connection with tariffs, none of the City, the District or the Developer are able to predict the impact, if any, on any supply chain disruptions for materials. To the extent there are increased costs incurred by the Developer and homebuilders within the District, the Developer anticipates that some or all of such increased costs would be passed through to homebuyers. As of the date of this Official Statement, the Developer is unable to predict the impact, if any, of increased home prices due to tariffs, but it may result in less home sales or generally slower development of the Project.

LITIGATION

At the time of delivery and payment for the Bonds, appropriate representatives of the District will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the District affecting the existence of the District, or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Resolution, or the collection or application of any revenues providing for the payment of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, any action of the District contemplated by any of the said documents, or the collection or application of the revenues provided for the payment of the Bonds, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the District or its authority with respect to the Bonds or any action of the District contemplated by any of said documents.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Code, as the District does not reasonably anticipate that the aggregate amount of qualified tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2025 will exceed \$10,000,000.

RATING

[S&P is expected to assign the [insured] rating of “[]” [(stable outlook)] to the Bonds with the understanding that the Policy will be [issued and] delivered by the Bond Insurer simultaneously with the issuance of the Bonds. S&P has not assigned an underlying rating to the Bonds. Such rating reflects only the view of S&P. An explanation of the significance of any rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, California 94111. Such rating may be revised downward or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking that it will file notice of any formal change in any rating relating to the Bonds. See “CONTINUING DISCLOSURE” and APPENDIX C – “Form of Continuing Disclosure Undertaking” hereto.]

NO CREDIT RATING

[The District has not made, and does not contemplate making, application to any rating agency for the assignment of a rating to the Bonds. See “RISK FACTORS – No Credit Rating.”]

TAX EXEMPTION

In General

The Code includes requirements which the District must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The District has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the District and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the interest on the Bonds is exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Bonds will be based on and will assume the accuracy of certain representations and certifications of the District, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Bond generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Premium and Original Issue Discount

Certain of the Bonds (“Discount Bonds”) may be offered and sold to the public at an original issue discount (“OID”). OID is the excess of the stated redemption price at maturity (the principal amount) over the “issue price” of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner’s gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner’s tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Bonds (“Premium Bonds”) may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner’s gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner’s tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that

such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

FINANCIAL STATEMENTS

Audited financial statements are not, by State law or otherwise, required to be prepared of the activities or funds of the District. The Board has not, in the past, on its own accord, caused such statements to be prepared. **See “RISK FACTORS – No District Financial Statements.”**

As indicated in Note 1 of the annual comprehensive financial report of the City for the most recent fiscal year (the “City ACFR”), for reporting purposes, the District is considered a “component unit” of the City and transactions of the District are included in the City ACFR as governmental type funds as if they were part of the City’s operations; provided, however, that the City ACFR expressly states the City has no liability for the District’s debt and the District is a separate political subdivision independent from the City.

The City ACFR presents the City and all its component units as the “reporting entity.” Included within the reporting entity is the District. The City ACFR is publicly available and is also available directly upon request from the District Treasurer.

Should the Board, in the future, cause financial statements to be prepared that are separately audited, the continuing disclosure undertaking of the District described under the heading “CONTINUING DISCLOSURE” requires such audited financial statements to be filed with the MSRB through EMMA.

LEGAL MATTERS

Legal matters incident to the issuance of the Bonds and with regard to the tax-exempt status of the interest thereon are subject to the legal opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel. (See “TAX EXEMPTION” herein.) Signed copies of the opinion, dated and speaking only as of the date of delivery of the Bonds, will be delivered upon the initial delivery of the Bonds in substantially the form of APPENDIX B hereto. Certain legal matters will be passed upon for the District by Greenberg Traurig, LLP, as Special District Counsel, for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Phoenix, Arizona, and for the Developer by its counsel, Ballard Spahr LLP, Phoenix, Arizona. See “RELATIONSHIPS AMONG PARTIES.”

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issue explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

UNDERWRITING

The Bonds will be purchased by the Underwriter at an aggregate purchase price of \$ _____, pursuant to a bond purchase agreement (the “Purchase Contract”) entered into by and between the District and the Underwriter. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter’s compensation will be \$ _____. The Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page hereof may be changed, from time to time, by the Underwriter without amendment of the Official Statement.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than March 1 of each year commencing March 1, 2026 (the

“Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The Annual Reports and the Notices of Listed Events will be filed by the District in accordance with the rule. The specific nature of the information to be contained in the Annual Reports and in the Notices of Listed Events is set forth in APPENDIX C – “FORM OF CONTINUING DISCLOSURE UNDERTAKING,” which includes the form of continuing disclosure undertaking which will be executed by the District with respect to the Bonds.

These covenants will be made in order to assist the Underwriter in complying with the Commission Rule 15c2-12(b)(5) (the “Rule”). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Also pursuant to Arizona law, the ability of the District to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the District not comply with such covenants, it has covenanted to provide notice of such fact through EMMA. A failure to provide continuing disclosure may adversely affect the transferability and liquidity of the Bonds and their market price.

MUNICIPAL ADVISOR

Piper Sandler & Co. (the “Municipal Advisor”) has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District’s overall debt financing program. The Municipal Advisor has assisted in the assembly and preparation of this Official Statement at the discretion and on behalf of the District. No person is entitled to rely on the Municipal Advisor’s participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIPS AMONG PARTIES

Bond Counsel has previously represented, and is currently representing, the Underwriter and the Municipal Advisor with respect to other financings, and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and the Municipal Advisor, and may do so in the future. Squire Patton Boggs (US) LLP, counsel to the Underwriter, has acted as bond counsel in other transactions underwritten by the Underwriter and the Municipal Advisor. Bond Counsel and counsel to the Underwriter have also acted as bond counsel and/or counsel to the Underwriter and the Municipal Advisor with respect to bonds issued by the City and other overlapping political subdivisions.

The Underwriter and the Municipal Advisor have underwritten or acted as municipal advisor with respect to bonds issued by the City and other overlapping political subdivisions. The Underwriter and the Municipal Advisor have underwritten or acted as municipal advisor on other transactions together and expect to do so in the future.

CONCLUDING STATEMENT

The summaries or descriptions contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents.

All projections, forecasts and other information in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or holders of any of the Bonds. The attached APPENDICES A through [F] are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been approved, executed and delivered by the District.

SUPERSTITION VISTAS COMMUNITY FACILITIES
DISTRICT NO. 2

By _____
Chairman, District Board

INFORMATION REGARDING THE CITY OF APACHE JUNCTION, ARIZONA

The following information is given as background information concerning the City. THE BONDS WILL NOT BE AN OBLIGATION OF THE CITY. The Bonds will be secured and payable only as described under “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” herein. The holders of the Bonds will have no right to payment except as described therein.

General

The City of Apache Junction, Arizona (the “City” or “Apache Junction”) is predominantly located in the northwestern portion of Pinal County, Arizona (the “County”) (with a small portion of the City’s area in Maricopa County, Arizona), and is adjacent to the City of Mesa and the Town of Queen Creek. Founded in 1950 and incorporated in 1978, today the City encompasses an area totaling 45.4 square miles (including the annexation described under “City Annexation and Expected Future Development” herein). The following table contains the respective population statistics for the City, the County and the State.

POPULATION STATISTICS

	City of Apache Junction (a)	Pinal County	State of Arizona
2024 Estimate (b)	41,643	483,944	7,621,703
2020 Census	38,499	425,264	7,151,502
2010 Census	35,840	375,770	6,392,017
2000 Census	31,814	179,727	5,130,632
1990 Census	18,092	116,379	3,665,339

(a) Includes population portions that reside in both Maricopa County and Pinal County.

(b) Population estimate as of July 1, 2024 (data released in December 2024) provided by Arizona Office of Economic Opportunity.

Source: Except as otherwise noted, the U.S. Census Bureau.

Municipal Government and Organization

The City operates under the city manager-council form of government. The six members of the City Council and the Mayor are all elected officials. The Mayor serves a two-year term and the members of the City Council serve staggered four-year terms. Functions of City government and operations are provided by a staff of approximately 300 employees. The City provides police protection to its residents. Water is provided by Arizona Water Company and Apache Junction Water District, electricity by Salt River Project, natural gas by Southwest Gas Corporation and trash and recycle services by Republic Services. Fire protection is provided by the Superstition Fire & Medical District.

Economy

The City’s major economic sectors are comprised of manufacturing, non-manufacturing, government and commercial activities (including construction and commerce), agriculture and tourism.

The following table shows a comparison of the changes in annual average employment levels in the various non-agriculture sectors of the County for calendar years 2021 through June 2025.

WAGE AND SALARY (NON-FARM) EMPLOYMENT (a)
Pinal County, Arizona

	2025 (b)	2024	2023	2022	2021
Mining and construction	6,100	5,800	4,100	4,100	3,800
Manufacturing	7,025	6,675	8,300	6,700	4,700
Trade, transportation, and utilities	14,750	14,600	14,000	13,500	13,200
Information	650	625	500	500	400
Financial activities	2,175	2,075	2,000	2,000	1,800
Professional and business services	7,900	7,625	6,500	6,100	6,100
Education and health services	7,400	7,075	6,600	6,500	6,300
Leisure and hospitality	9,700	9,025	7,900	7,700	7,200
Other services	2,500	2,400	1,900	1,900	1,700
Government	21,250	20,875	20,000	19,300	19,000
Total	<u>79,450</u>	<u>76,775</u>	<u>71,800</u>	<u>68,300</u>	<u>61,700</u>

(a) Data is not seasonally adjusted. Data is revised from time to time.

(b) Data as of April 2025.

Source: Arizona Office of Economic Opportunity, prepared in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The table below illustrates the unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES (a)

Year	City of Apache Junction	Pinal County	State of Arizona	United States
2025 (b)	4.3%	4.1%	3.6%	4.5%
2024	4.0	3.6	3.2	4.1
2023	3.6	3.7	3.2	4.1
2022	3.7	3.7	3.3	4.2
2021	5.4	5.0	4.6	5.4

(a) This table includes restated data: Local Area Unemployment Statistics (“LAUS”) program data is intermittently revised to incorporate new population controls, updated inputs, re-estimation of models, and adjustment to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average through July 2025 for LAUS data and August 2025 for the National Unemployment rate.

Source: U.S. Department of Labor, Bureau of Labor Statistics– *Local Area Unemployment Statistics* and *National Labor Force Statistics*. Data accessed September 30, 2025.

Manufacturing and Non-Manufacturing Employment

The following table represents the largest employers in the City and includes a mixture of public sector and private sectors employers. The City's employment base has diversified in recent years as the City and region have grown.

MAJOR EMPLOYERS (a)

Employer	Year ended June 30, 2024	
	Full-Time Equivalent Employees	Percentage of Total City Employment
City of Apache Junction	299	1.77%
Apache Junction Unified School District #43	273	1.62
Wal-Mart Supercenter Store # 1831	210	1.24
Empire Southwest	200	1.18
Superstition Fire and Medical District	137	0.81
Horizon Health & Wellness	120	0.71
United States Postal Service	98	0.58
Banner Health	85	0.50
Fry's Food and Drug	65	0.38
Western Industrial Resources Corporation	50	0.30
Central Arizona College-Superstition Mountain Campus	34	0.20
Total	1,571	9.30%

- (a) Data may not reflect possible recent layoffs or company restructuring. None of the City, the Municipal Advisor, the Underwriter or their respective agents, counsels or consultants has examined the information set forth in the table above for accuracy or completeness, nor do they assume responsibility for the same.

Source: City of Apache Junction, Office of Economic Development, Office of Economic Opportunity (Arizona Employment Statistics), US Bureau of Labor Statistics.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, air and highway facilities are developed throughout the area. The City is centrally located to several highway and freeway systems, including the major arterial in the area of the 202 Freeway and 24 Freeway. Thirty-four miles to the west is Interstate Highway 10, which joins the cities of Phoenix and Tucson. In addition to I-10, the City has access to US 60 and the recently extended State Route 24.

Located approximately 5 miles from the District is the Mesa Gateway Airport. The City is a joint powers authority partner in operating the Mesa Gateway Airport (a designated foreign trade zone and military reuse zone) immediately southwest of the City. Mesa Gateway Airport, which opened in March 1994, is a former Air Force base that conducts over 278,000 operations per year serving a variety of corporate, cargo, general aviation and military aircraft. The City of Mesa established the joint powers authority for the operation of Mesa Gateway Airport with the City, the Town of Gilbert, the Town of Queen Creek as well as the Gila River Indian Community. The agreement calls for the City to contribute a portion of the operating costs of the Mesa Gateway Airport. Mesa Gateway Airport also serves as a reliever to Phoenix Sky Harbor International Airport. Mesa Gateway Airport is also developing as an international aerospace center with aircraft manufacturing, maintenance, modification testing and pilot training. More than 25 aviation companies currently operate at the facility. The airport has three runways, all of which are over 10,000 feet long. The adjacent Williams Educational Campus is a training center for aerospace, technical, general and occupational degree programs. Mesa Gateway Airport recently announced a planned expansion for the SkyBridge Arizona project which will be a first of its kind international air logistics hub that will allow for the shipment of high-value goods directly to Latin America through a bond facility incorporating Mexican customs on site at Mesa Gateway

Airport. The project will be phased over a number of years and has the potential to create a significant economic impact and jobs for the region.

The City of Mesa’s Falcon Field is located 12 miles from the City and currently has two runways, one 5,100 feet long and the other 3,800 feet long. Chandler Municipal Airport is located 24.5 miles southwest of the City’s central business district and has two runways, one 4,400 feet long and the other 4,850 feet long. Phoenix Sky Harbor International Airport, located 29.5 miles from the City, provides local, regional and transcontinental air service.

Education

Arizona State University (“ASU”), whose main campus is located nearby in the City of Tempe, and is one of the major universities in the Southwest. The University’s total enrollment for 2024 exceeded 152,864 students, which includes 71,965 students enrolled in ASU degree programs offered online, and it has over 4,000 faculty members among all four of its campus locations in Arizona (Main, Downtown, West, Polytechnic and online).

Maricopa County Community College District has facilities at the Mesa and Chandler-Gilbert locations. Mesa Community College is the largest of the ten colleges in the Maricopa County Community College District with two campuses and multiple locations. Mesa Community College has more than 195 degrees and certificates and serves more than 15,000 credit students each year. Chandler-Gilbert Community College has four campuses and more than 70 degree and certificate programs serving more than 13,000 credit students each year.

Central Arizona Community College’s main campus is located 53 miles from the City and offers comprehensive educational programs in-person and online. Superstition Mountain Campus (“SMC”) in the City offers a wide variety of academic, career training and personal enrichment classes.

The Apache Junction Unified School District No. 43 encompasses 217 square miles serving approximately 3,000 students in three elementary schools, one learning center, one junior high school, and one high school. The City is also served by three charter schools.

Construction

As reflected in the following table, the number of building permits and new housing starts has increased significantly during the period shown.

BUILDING PERMIT ACTIVITY City of Apache Junction (number of permits issued)

Fiscal Year Ending	Residential (a)	Commercial	Other	Total
2024	1,087	21	989	2,097
2023	494	20	1,028	1,542
2022	336	17	766	1,119
2021	312	31	286	629

(a) Includes single-family and multi-family residences.

Source: City of Apache Junction Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2024.

Tourism

The City is close to the Tonto National Forest, the Superstition Mountain range, and desert vistas and lakes leading to Roosevelt Dam. The Tonto National Forest is northeast of the City and it encompasses 2.8 million acres and is the largest of the six national forests in Arizona.

Retail

Transaction privilege (sales) tax collections is an indicator of overall economic activity within the City. The following table shows the history of taxable sales activity for the City.

TAXABLE SALES
City of Apache Junction, Arizona
(\$000s omitted)

Fiscal Year	Taxable Sales (a)
2024	\$1,289,778
2023	1,040,915
2022	914,544
2021	803,645

(a) Includes retail food sales.

Source: City of Apache Junction Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2024.

FORM OF APPROVING LEGAL OPINION OF BOND COUNSEL

[Closing Date]

Board of Directors
Superstition Vistas Community Facilities District No. 2
Apache Junction, Arizona

Re: \$2,500,000* Superstition Vistas Community Facilities District No. 2 General Obligation
Bonds, Second Series 2025

We have acted as Bond Counsel in connection with the issuance by Superstition Vistas Community Facilities District No. 1 (hereinafter referred to as the "Issuer") of the captioned bonds, dated the date hereof (hereinafter referred to as the "Bonds").

We have examined, and in rendering the opinions herein have relied upon, original or certified copies of the proceedings had in connection with issuance of the Bonds; certifications executed by officers of the Issuer relating to, among other things, the expected use of proceeds of the sale of the Bonds and certain other funds of the Issuer and to certain other facts within the knowledge and control of such officers; representations made by the officers of Brookfield ASLD 8500 LLC (hereinafter referred to as "Developer"), as to plans to develop and sell land owned within the boundaries of the Issuer and such other material and matters of law as we deem relevant to the matters discussed hereinbelow. In such 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 and the accuracy of the statements contained in such certifications and representations. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings, certifications, representations, material and matters.

We are of the opinion, based upon such examination and subject to the reliances, assumptions and exceptions hereinabove and 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 Bonds are valid and legally binding obligations of the Issuer payable from the sources, and enforceable in accordance with the terms and conditions, described therein, except to the extent that the enforceability thereof and provisions for the security therefor may be affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity.

2. The Issuer is to annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property within the boundaries of the Issuer, sufficient to pay debt service on the Bonds when due. All of the taxable property within the Issuer is subject to the levy of a tax, without limitation as to rate or amount, to pay the principal of and interest on the Bonds.

3. Under existing statutes, regulations, rulings and court decisions, subject to the reliance and assumption stated in the last sentence of this paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the

* Preliminary, subject to change.

case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. (We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of interest on, or ownership or disposition of, the Bonds.) The Code includes requirements which the Issuer and Developer must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the Issuer or the Developer to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. Officers of the Issuer and the Developer have either indicated their compliance with, or covenanted to take the actions required by, applicable provisions of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In rendering the opinion expressed above, we have relied on certifications of officers of the Issuer and the Developer with respect to certain matters necessary for, and have assumed continuing compliance with certain covenants by the Issuer and the Developer included in, respectively, the resolution authorizing the issuance of the Bonds and a District Development, Financing Participation, Waiver and Intergovernmental Agreement dated as of October 10, 2022, by and among the City of Apache Junction, Arizona, the Issuer, the Developer and Brookfield Homes Holdings LLC, as amended by the First Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, by and among the City, the District, Brookfield Homes Holdings LLC and the Developer, dated as of January 25, 2024, and as further amended by the Second Amendment to Amended and Restated District Development, Financing Participation, Waiver and Intergovernmental Agreement, by and among the City, the District, Brookfield Communities US Holdings LLC, North America Sekisui House, LLC, and the Developer, dated as of [____], 2025 (which are, as to their enforceability, subject to the same exceptions described in paragraph 1 hereinabove) that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

4. The interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. (We express no opinion regarding other state tax consequences resulting from the receipt or accrual of interest on, or disposition or ownership of, the Bonds.)

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

FORM OF CONTINUING DISCLOSURE UNDERTAKING

\$2,500,000*

**SUPERSTITION VISTAS COMMUNITY FACILITIES DISTRICT NO. 2
GENERAL OBLIGATION BONDS, SERIES 2025**

(CUSIP BASE NUMBER _____)

This Undertaking is executed and delivered by Superstition Vistas Community Facilities District No. 2 (the “Issuer”), in connection with the issuance of the captioned municipal securities (the “Securities”) for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

“Annual Report” shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

“Authorizing Document” shall mean the resolution or resolutions authorizing the issuance of the Securities.

“Dissemination Agent” shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

“EMMA” shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 3(a).

“Notice of Listed Event” shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

* Preliminary, subject to change.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN MARCH 1 OF EACH YEAR, COMMENCING MARCH 1, 2026, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA LONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 4, 5, 6 and 7 of the Official Statement, dated _____, 2025.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. The Issuer does not currently obtain audited financial statements. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard “material” would be material shall be determined under applicable federal securities laws.

(c) *SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.*

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

SUPERSTITION VISTAS COMMUNITY FACILITIES
DISTRICT NO. 2

By _____
Chairman, Board of Directors

BOOK-ENTRY-ONLY SYSTEM

This information concerning DTC and DTC's book-entry system has been obtained from DTC and the District takes no responsibility for the accuracy thereof. The Beneficial Owners (defined below) should confirm this information with DTC or the DTC participants.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S., equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S., securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Direct Participants and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of the Bonds under the DTC system must be made by or through Direct Participants, who will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct Participant's and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all the Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial

Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices of the Bonds shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Registrar and Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds, and the redemption price of any Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of and information funds and corresponding detail information from the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Direct Participants and Indirect Participants and not of DTC (or its nominee) or the Bond Registrar and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds, and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, physical Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, physical Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

SUMMARY OF ASLD DOCUMENTS

Summary of Key Provisions Certificate of Purchase and Participation and Infrastructure Contract

The following are summaries of certain key provisions of the Certificate of Purchase No. 53-120190 (the “Certificate of Purchase”) and the Participation and Infrastructure Contract Regarding ASLD Sale No. 53-120190, as amended (the “Participation Contract”). These summaries do not purport to be complete or comprehensive and are qualified by the terms of such documents and the statutes referenced therein. Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Certificate of Purchase or Participation Contract, as applicable. Copies of the Certificate of Purchase and Participation Contract are available upon request from: Hilltop Securities Inc. at: 4455 E. Camelback Road, Suite E280, Phoenix, AZ 85018.

(a) Certificate of Purchase

On or around November 4, 2020, D.R. Horton, Inc. (“D.R. Horton”) successfully bid on certain land at the State Land Department of Arizona (the “ASLD”) Auction No. 53-120190. The land, located within the planning boundaries of the City of Apache Junction, Pinal County, Arizona (the “City”), spans approximately 2,783 acres (the “Auction Land”). D.R. Horton made a down payment of \$24,550,000 to ASLD, and in return, ASLD issued the Certificate of Purchase to D.R. Horton. The Certificate of Purchase entitles D.R. Horton to possess the Auction Land, maintain actions for injuries, or recover possession thereof. Pursuant to a Purchase Agreement and Partial Assignment and Delegation of Rights Under Participation Contract, dated March 14, 2022 (the “Brookfield Purchase Agreement”), by and between D.R. Horton and Brookfield Homes, D.R. Horton has assigned its rights under the ASLD Documents to Brookfield Homes with respect to approximately 1,400 acres of the Auction Land (the “Brookfield Designated Property”) and Brookfield Homes has assumed D.R. Horton’s obligations under the ASLD Documents relating to the Brookfield Designated Property. Brookfield Homes has assigned such rights and obligations relating to the Brookfield Designated Property to the Developer. Should D.R. Horton default under the Participation Contract, then the Developer, pursuant to the terms of the Brookfield Purchase Agreement and the Mortgage (defined herein), has the right to cure such event of default.

1. *D.R. Horton Payment Obligations*

The original purchase price under the Certificate of Purchase for the Auction Land was \$245,500,000. After paying the down payment, the principal balance of the Certificate of Purchase was \$220,950,000. The principal balance accrues interest at a fixed rate of 7% per annum and is payable as and when parcels are released from the Certificate of Purchase, and a patent is issued therefor. To the extent outstanding, the remaining principal balance due under the Certificate of Purchase is due and payable on November 4, 2045. The Certificate of Purchase also stipulates that D.R. Horton is responsible for maintaining and paying all taxes, assessments, and charges on the Auction Land and the water rights appurtenant to the Auction Land. Pursuant to the Brookfield Purchase Agreement, the Developer is responsible for maintaining and paying all taxes, assessments, and charges on the Brookfield Designated Property.

2. *Remedies*

Arizona Revised Statute §37-247 details the remedies available to ASLD if D.R. Horton fails to make payment for Auction Land timely or otherwise defaults under the Certificate of Purchase. In the case of default, the statute requires ASLD to notify D.R. Horton of the default. If D.R. Horton fails to cure the default within 60 days of receiving notice, ASLD can elect to cancel the Certificate of Purchase, in which case the Auction Land that has not been patented would be returned to ASLD, and any money paid by D.R. Horton and the Developer to that point would be forfeited. D.R. Horton and the Developer would retain any Auction Land that was previously patented. Pursuant to the Brookfield Purchase Agreement and a Mortgage and Memorandum for Purchase Agreement dated March 14, 2022, by and among D.R. Horton, as mortgagor, and Brookfield Homes, as mortgagee (the “Mortgage”), Brookfield Homes (and the Developer as its assignee) has the right to cure defaults by D.R. Horton under the ASLD Documents.

(b) **Participation Contract**

Concurrently with the delivery of the Certificate of Purchase, ASLD and D.R. Horton entered into the Participation Contract, with respect to the Auction Land and 5,700 acres of adjacent land that is owned by ASLD (the “Retained Property”). The Participation Contract outlines the terms and conditions under which D.R. Horton is obligated to obtain entitlements for, develop, and sell the Auction Land and, where applicable, the Retained Property.

1. Entitlements

D.R. Horton is solely responsible for the design, planning, permitting, and construction, and all expenses thereof, with respect to the development of the Auction Land and certain portions of the Retained Property. Specifically, and among other requirements, D.R. Horton was required to negotiate and execute a pre-annexation and development agreement with the City regarding the Auction Land and the Retained Property that will cover annexation, infrastructure construction, entitlement processing, development rights, project administration, and development fees. If D.R. Horton fails to obtain all entitlements necessary or appropriate for the development of the Auction Land on or before the dates set forth in the Participation Contract, subject to limited exception, ASLD may terminate the Certificate of Purchase and terminate the Participation Contract (subject to notice and a 90 day cure period). While D.R. Horton is obligated to pursue entitlements for the Retained Property, failure to negotiate development agreements and obtain residential zoning for the Retained Property is not, by itself, a breach of the Participation Contract, provided D.R. Horton used commercially reasonable efforts to satisfy its obligations. D.R. Horton and City entered into that certain Procedural Pre-Annexation Agreement, dated June 16, 2021, and recorded as Document No. 2021-102467 in the Office of the Pinal County Recorder, and that certain Development Agreement for Superstition Vistas, dated October 28, 2021, and recorded as Document No. 2021-140530 in the Office of the Pinal County Recorder. All of D.R. Horton’s entitlement obligations have been satisfied.

2. Infrastructure

The Participation Contract requires D.R. Horton, to use commercially reasonable efforts to complete construction and installation of certain backbone infrastructure to support the first phase of the Auctioned Land (the “Phase 1 Infrastructure”) on or before [November 4, 2025], subject to extension for up to 90 days under certain circumstances and additional extensions for good cause at the discretion of the ASLD Commissioner. The Phase 1 Infrastructure includes the Public Infrastructure, as defined in the Official Statement, and other infrastructure; a potable water booster facility that is part of the other infrastructure; and certain wastewater regional facilities. D.R. Horton and the Developer have, as applicable, completed construction and installation of the Phase 1 Infrastructure. See “THE PUBLIC INFRASTRUCTURE.” Under the Brookfield Purchase Agreement, Brookfield Homes is responsible for paying its share of the Phase 1 Infrastructure allocable to the Brookfield Designated Property. Pursuant to the Brookfield Purchase Agreement and the Mortgage, Brookfield Homes, as mortgagee, and the Developer as its assignee, have the right to cure defaults by D.R. Horton under the ASLD Documents. [Brookfield Homes is currently working on a proposed amendment to the Participation Contract that would permit the Developer to transact with its affiliated homebuilding operation in the same manner that it currently transacts business with other merchant builders (as it related to the participation payments to ASLD under the Participation Contract).]

3. Sales Hurdles

The Participation Contract requires D.R. Horton to convey a minimum of 500 lots to one or more Merchant Homebuilders before November 4, 2028, and a total of 1,000 lots (including the original 500 lots) by November 4, 2031. If D.R. Horton fails to meet these sales requirements, ASLD can terminate the Participation Contract and the Certificate of Purchase (subject to notice and a 90-day cure period). However, ASLD may extend the time periods for D.R. Horton to meet its sales hurdles for good cause. Further, if the Phase 1 Infrastructure requirements are complete by the deadlines set forth in the Participation Contract, D.R. Horton is not required to meet the sales hurdles described above. D.R. Horton’s conveyance of a lot with a residence constructed thereon to a residential home buyer constitutes a conveyance for purpose of the sales requirement.

4. *Participation Payments*

In addition to the purchase price for the Auction Land, the Participation Contract requires D.R. Horton to pay ASLD 50% of the net project revenues (project revenues less project costs) earned from developing the Auction Land. The payments described in this section are due on March 31, 2022, and each March 31 thereafter. If the net project revenues are not adequate to pay all project costs, D.R. Horton must pay such project costs directly, subject to repayment from net project revenues at a later date. Pursuant to the Brookfield Purchase Agreement and the Mortgage, the Developer has certain rights to cure defaults under the Participation Agreement.

5. *Remedies*

If D.R. Horton defaults on its obligations under the Participation Contract (subject to notice and cure periods), including failing to pay any monetary obligation or meet any obligation outlined in the contract, ASLD may seek actual damages, specific performance, or injunctive relief. However, ASLD can only terminate the Participation Contract and the Certificate of Purchase if D.R. Horton defaults on its payment obligations, fails to complete required project entitlements, or does not meet the sales requirements summarized above. If the Participation Contract is terminated, any money paid by D.R. Horton up to that point will be forfeited. Pursuant to the Brookfield Purchase Agreement and the Mortgage, the Developer has certain rights to cure defaults under the Participation Agreement.

[SPECIMEN MUNICIPAL BOND INSURANCE POLICY]