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CITY OF MESA, ARIZONA
UTILITY SYSTEMS REVENUE OBLIGATIONS,
SERIES 2025

PURCHASE CONTRACT

[Pricing Date]

CITY OF MESA, ARIZONA
20 East Main Street
Mesa, Arizona 85201

The undersigned, BofA Securities, Inc. (the “Representative”), acting on its own behalf and on behalf of J.P. Morgan Securities LLC (together with the Representative, the “Underwriters”) and not acting as fiduciary or agent of the City of Mesa, Arizona (the “Issuer”), offers to enter into the following agreement with the Issuer, which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 5:00 p.m., Arizona time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. The offer of the Underwriters is made by the Representative signing the signature line provided and delivering the signed page to the Issuer. The acceptance is made by the Issuer signing the signature line provided and delivering the signed page to the Representative. Delivery includes sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Trust Agreement (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Obligations. The Issuer’s Utility Systems Revenue Obligations, Series 2025 (the “Obligations”) shall be executed and delivered pursuant to a Trust Agreement, to be dated as of [May] 1, 2025 (the “Trust Agreement”), between the Issuer and UMB Bank, n.a., as trustee (in such capacity, the “Trustee”), and Resolution No. [____], passed and adopted by the City Council of the City on [March 17], 2025 (the “Authorizing Resolution”). The Obligations represent undivided proportionate interests in an Installment Purchase Agreement, to be dated as of [May] 1, 2025 (the “Purchase Agreement”), between UMB Bank, n.a., in its capacity as seller, and the Issuer, as purchaser, and the payments made by the Issuer under the Purchase Agreement.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to cause the sale and delivery to the Underwriters, all, but not less than all, of the Obligations. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the Underwriters are not acting as

municipal advisors within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate. The Representative has been duly authorized to execute this Purchase Contract and to act hereunder. The principal amount of the Obligations to be executed and delivered, the dated date therefor, the initial interest payment date, the maturities, the redemption provisions and interest rates per annum and resulting yields are set forth in Schedule I hereto.

The purchase price for the Obligations shall be \$_____, representing the aggregate of (i) the par amount of the Obligations, [plus][less] (ii) the [net] reoffering [premium][discount] on the Obligations of \$_____ and less (iii) an underwriting discount of \$_____.

[For convenience, the Underwriters shall pay by the Closing Date (as defined herein), on behalf of the Issuer, \$_____ from the proceeds of the Obligations to the Insurer (as defined herein) as payment of the bond insurance premium for the Policy (as defined herein).]

2. Public Offering. The Underwriters intend to make an initial public offering of the Obligations at a price not in excess of the initial offering price or prices or yields not less than the yields set forth on the inside front cover page of the Official Statement of the Issuer; provided, however, the Underwriters reserve the right to change such initial public offering price or prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Obligations (but in all cases subject to the requirements of Section 3 hereof), and may offer and sell the Obligations to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 3 hereof).

3. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Obligations and shall execute and deliver to the Issuer at Closing (as defined herein) an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations. All actions to be

taken by the Issuer under this section to establish the issue price of the Obligations may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except for the maturities set forth in Schedule [II] attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Obligations [(the "10% Test")] is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Obligations for which the Issuer has elected to utilize the 10% Test, the Representative agrees to promptly report to the Issuer the prices at which Obligations of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Obligations of that maturity or maturities or the Closing Date.]]

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

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.]

[(c)][(d)] The Representative confirms that:

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

(A)(i) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it until either all Obligations of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Obligations of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for

so long as directed by the Representative and as set forth in the related pricing wires, and

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

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

(2) any agreement among underwriters and any selling group agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it until either all Obligations of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Obligations of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for

establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.]

[(d)][(e)] The Underwriters acknowledge that sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) “public” means any person other than an underwriter or a related party to an underwriter,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the public), [and]
- (3) a purchaser of any of the Obligations is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[.][and]
- (4) “sale date” means the date of execution of this Purchase Contract by all parties.]

4. The Official Statement.

(a) A copy of the Preliminary Official Statement dated _____, 2025 (the “Preliminary Official Statement”) including the cover page, inside front cover page and Appendices thereto, of the Issuer relating to the Obligations has been provided to the Underwriters. Such Preliminary Official Statement, as amended to reflect the changes required in connection with the pricing and sale of the Obligations, is hereinafter called the “Official Statement.”

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Obligations. The Issuer hereby deems the Preliminary Official Statement “final” as of its date, except for the omission of such information which is dependent upon the final pricing of the Obligations for

completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).

(c) The Issuer represents that it has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Obligations. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Obligations. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Purchase Contract (but, in any event, not later than within seven (7) business days after the Issuer’s acceptance of this Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer) copies (including electronic copies) of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Issuer shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Representative no later than one (1) business day prior to the Closing to enable the Representative to comply with MSRB Rule G-32. The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

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

(e) The Representative hereby agrees to file the Official Statement with the Electronic Municipal Market Access system of the MSRB. Unless otherwise notified in writing

by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the Closing Date (as defined herein).

(f) In order to assist the Underwriters in complying with the Rule, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, dated as of the Closing Date (the “Continuing Disclosure Undertaking”), executed by the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Undertaking is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

5. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriters as it relates to the primary offering of the Obligations that:

(a) The Issuer is duly organized and validly existing as a municipal corporation under the laws of the State of Arizona (the “State”) with powers required for the purposes of this Purchase Contract, and has full legal right, power and authority, and at the Closing Date will have full legal right, power and authority (i) to enter into, execute and deliver this Purchase Contract, the Trust Agreement, the Purchase Agreement, the Authorizing Resolution, and the Continuing Disclosure Undertaking and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Purchase Contract, the Trust Agreement, the Purchase Agreement, the Authorizing Resolution, the Continuing Disclosure Undertaking and the other documents referred to in this clause (i) hereinafter referred to as the “Issuer Documents”), (ii) to cause the Trustee to sell, execute and deliver the Obligations to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement and (iv) the Issuer has materially complied, and will at the Closing be in compliance in all material respects, with the terms of the Issuer Documents as they pertain to such transactions;

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

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Purchase Agreement, when executed and delivered and paid for, in accordance with the Trust Agreement and this Purchase Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Trust Agreement and enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; upon the execution and delivery of the Obligations as aforesaid, the Trust

Agreement will provide, for the benefit of the owners, from time to time, of the Obligations, the legally valid and binding pledge of and lien it purports to create as set forth in the Trust Agreement;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or, subject to the limitation in Section 5(o), any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute in any material respect a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Obligations, the Issuer Documents and the adoption of the Authorizing Resolution, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject in any material respect nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of the Issuer to be pledged to secure the Purchase Agreement and the Obligations or under the terms of any such law, regulation or instrument, all except as provided by the Purchase Agreement and the Trust Agreement;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Obligations have been duly obtained, except for such approvals, consents and orders as may be required under the "blue sky" or securities laws of any jurisdiction in connection with the offering and sale of the Obligations;

(f) The Obligations and the Authorizing Resolution conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS"; the proceeds of the sale of the Obligations will be applied generally as described in the Official Statement under the captions "THE OBLIGATIONS – Authorization and Purpose"; and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING SECONDARY MARKET DISCLOSURE";

(g) Other than as described in the Preliminary Official Statement, the Official Statement and any supplements or amendments thereto, the Issuer has not been served with, has no currently pending, and has not been overtly threatened to be served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Obligations or the collection of the Pledged Revenues (as defined in the Official Statement) pledged to the payment of the payments due under the Purchase Agreement, or in any way contesting or affecting the validity or enforceability of the Obligations or the Issuer Documents, or contesting the exclusion from gross income of interest on the

Obligations for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplements or amendments thereto, or contesting the powers of the Issuer or any authority regarding the execution and delivery of the Obligations, the adoption of the Authorizing Resolution or the execution and delivery of the Issuer Documents, or wherein, to the actual knowledge of the City Attorney, an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligations or the Issuer Documents;

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

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4(d) hereof) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to Section 4(d) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

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

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

(m) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted governmental accounting principles as applicable to governmental units and have been prepared in accordance with generally accepted governmental accounting principles consistently applied throughout the periods concerned (except as otherwise disclosed in the Preliminary Official Statement and the Official Statement or financial statements); and since June 30, 2024, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer that are not described in the Preliminary Official Statement and the Official Statement, whether or not arising from transactions in the ordinary course of business. The Issuer intends that prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer other than as described in the Preliminary Official Statement and the Official Statement. Other than as described in the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, overtly threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) The Issuer has fully submitted the information required with respect to previous issuances of bonds, securities and lease-purchase agreements of the Issuer pursuant to Section 35-501(B), Arizona Revised Statutes, as amended, and will file the information relating to the Obligations required to be submitted to the Arizona Department of Administration pursuant thereto within sixty (60) days of the Closing Date;

(o) The Issuer is the only “obligated person” (as defined in the Rule) with respect to the Obligations, and there have not been and, as of the Closing, there will not have been, any instances during the preceding five years in which the Issuer failed to comply, in all material respects, with any previous continuing disclosure agreement made by the Issuer for purposes of the Rule, except as disclosed under “CONTINUING SECONDARY MARKET DISCLOSURE” in the Official Statement;

(p) Except as disclosed in the Preliminary Official Statement and the Official Statement, prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Obligations without the prior approval of the Representative; and

(q) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Purchase Contract shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

6. Closing.

(a) Before 8:00 a.m., Arizona time, on [Closing Date] (the “Closing Date”), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the “Closing”), the Issuer will, subject to the terms and conditions hereof, cause

the delivery of the Obligations to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Obligations as set forth in Section 1 of this Purchase Contract by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Obligations as aforesaid shall be made at the offices of Special Counsel or such other place as shall have been mutually agreed upon by the Issuer and the Underwriters.

(b) Delivery of the Obligations shall be made by means of a F.A.S.T. closing through the facilities of The Depository Trust Company (“DTC”), or such other place as shall have been mutually agreed upon by the Issuer and the Underwriters. The Obligations shall be printed or lithographed; shall be prepared and delivered as fully registered Obligations in authorized denominations thereof; shall be registered in such names and in such amounts as shall be requested by the Representative at least three (3) business days prior to the Closing; and shall be made available to the Representative at least one (1) business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Obligations shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

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

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Obligations shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Special Counsel and Counsel to the Underwriters to deliver their respective opinions referred to hereafter;

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

(e) At or prior to the Closing, the Authorizing Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Registrar (as defined herein) shall have duly authenticated the Obligations;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Preliminary Official Statement and the Official Statement that, in the judgment of the Representative, is material and adverse and that makes it, in the judgment of the Representative, impracticable to market the Obligations on the terms and in the manner contemplated in the Preliminary Official Statement and the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Representative;

(i) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by its Deputy City Manager/Chief Financial Officer, or such other official or officer as may have been agreed to by the Representative, and the reports and audits referred to or appearing in the Official Statement;

(2) The Authorizing Resolution with such supplements or amendments as may have been agreed to by the Representative;

(3) The Continuing Disclosure Undertaking of the Issuer, which satisfies the requirements of section (b)(5)(i) of the Rule and the other Issuer Documents;

(4) The approving opinion of Special Counsel, dated the Closing Date, with respect to the Obligations, in substantially the form attached to the Official Statement;

(5) A supplemental opinion or opinions of Special Counsel, dated the Closing Date, addressed to the Underwriters, substantially to the effect that:

(i) the Issuer is duly organized and validly existing as a municipal corporation under the laws of the State with powers required for

the purpose of this Purchase Contract, and has full legal right, power and authority (A) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (B) to cause the Trustee to sell, execute and deliver the Obligations to the Underwriters as provided herein, (C) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement and (D) the Issuer has complied in all respects with the terms of the Issuer Documents;

(ii) by all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized (A) the adoption of the Authorizing Resolution and the execution and delivery of the Issuer Documents, and the sale, execution and delivery of the Obligations, (B) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Obligations and the Issuer Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement and the Issuer Documents;

(iii) the Authorizing Resolution was duly and validly adopted by the Issuer and is in full force and effect and the Authorizing Resolution has been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Issuer and in compliance with the Constitution and laws of the State;

(iv) the Issuer Documents have been duly authorized, executed and delivered by the Issuer, and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights;

(v) the adoption of the Authorizing Resolution and the execution and delivery of the Issuer Documents by the Issuer and compliance by the Issuer with the provisions thereof, under the circumstances contemplated therein, will not conflict with or constitute on the part of the Issuer a violation of any existing law or administrative regulation to which the Issuer is subject;

(vi) the distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the Issuer;

(vii) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the

absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Obligations have been obtained;

(viii) the Obligations are exempted securities under the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”) and it is not necessary, in connection with the offering and sale of the Obligations, to register the Obligations under the 1933 Act or to qualify the Trust Agreement under the Trust Indenture Act; and

(ix) the statements and information contained in the Official Statement in the tax caption on the cover page thereof, under the captions “THE OBLIGATIONS,” “SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS,” “TAX MATTERS,” and “CONTINUING SECONDARY MARKET DISCLOSURE” (except the information with respect to the compliance by the Issuer with prior undertakings) therein and in Appendices “E,” “F,” “H” and “I” thereto fairly and accurately summarize the matters purported to be summarized therein and such counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and the Closing Date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system, [the Insurer or the Policy,] in each case as to which no view need be expressed). Otherwise, in connection with their participation in the transaction relating to the Obligations as Special Counsel, they have had no part in the preparation of the information appearing on the Official Statement with respect to the Issuer. In connection with Special Counsel’s participation in the preparation of the Official Statement, they have not undertaken to determine independently the accuracy, completeness or fairness of the information contained therein;

(6) An opinion of Counsel to the Underwriters, dated the Closing Date, addressed to the Underwriters, substantially to the effect that:

(i) the Obligations are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Obligations, to register the Obligations under the 1933 Act and the Trust Agreement need not be qualified under the Trust Indenture Act;

(ii) the Continuing Disclosure Undertaking complies with the specific requirements of the Rule; and

(iii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as Counsel to the Underwriters and their participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any information regarding the tax status of the Obligations or any financial, forecast, technical and statistical statements and data included in the Preliminary Official Statement and the Official Statement and except for information regarding DTC and its book-entry system, [the Insurer and the Policy,] in each case as to which no view need be expressed);

(7) An opinion of the City Attorney, dated the Closing Date, addressed to the Underwriters and Special Counsel, substantially in the form attached hereto as Exhibit B;

(8) A certificate, dated the Closing Date, of the Issuer substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, overtly threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Obligations or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or in connection with the collection or pledge of Pledged Revenues to make installment payments under the Purchase Agreement; (iii) the Authorizing Resolution of the Issuer authorizing the execution, delivery and/or performance of the Preliminary Official Statement, the Official Statement, the Obligations and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) the financial statements of the Issuer included in the Official Statement were true, correct and complete as of June 30, 2024, and are true, correct and complete as of the date of such certificate, and that any other financial statements and statistical data included in the Official Statement are true and correct as of the date of such certificate; (v) subsequent to June 30, 2024, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer that are not described in the Preliminary Official Statement and the Official Statement, whether or not arising from transactions in the ordinary course of business; and (vi) to the

best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of the Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except that no view need be expressed with respect to the information following the first paragraph under the caption “UNDERWRITING”);

(9) A certificate of the Issuer in form and substance satisfactory to Special Counsel and Counsel to the Underwriters (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Obligations will be used in a manner that would cause the Obligations to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Any other certificates and opinions required by the Authorizing Resolution and the Trust Agreement for the execution and delivery thereunder of the Obligations;

(11) A certificate of the Trustee to the effect that (i) the Obligations have been duly executed and delivered by an authorized officer of the Trustee; (ii) the Trust Agreement and the Purchase Agreement have been duly executed and delivered by an authorized officer of the Trustee; and (iii) the resolutions of the Trustee authorizing the execution, delivery and performance of the Trust Agreement by the Trustee have been duly adopted by the Trustee are in full force and effect and have not been modified, amended or repealed;

(12) Evidence satisfactory to the Representative that the Obligations have been assigned [insured ratings of “__” and “__”, respectively,] from S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”), [premised upon the delivery of the Policy by the Insurer,] and the Obligations have been assigned [underlying] ratings of “__” and “__,” respectively, from S&P and Moody’s and that each of such ratings are in effect as of the Closing Date;

(13) The filing copy of the Information Return Form 8038-G (IRS) for the Obligations;

(14) A copy of the information submitted to the Arizona Department of Administration pursuant to Section 35-501(B), Arizona Revised Statutes, as amended; [and]

(15) [A copy of the municipal bond insurance policy (the “Policy”) issued by _____ (the “Insurer”) in form and substance satisfactory to the Representative;]

(16) [A certificate of the Insurer with respect to the accuracy of statements contained in the Preliminary Official Statement and the Official Statement regarding the Policy and the Insurer and the due authorization, execution, issuance and delivery of the Policy; and]

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriters or Counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing, of the Issuer’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

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

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Obligations contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Section 9(b) shall continue in full force and effect.

8. Termination. The Underwriters shall have the right to cancel their obligation to purchase the Obligations if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Obligations shall be materially adversely affected, in the sole judgment of the Representative, by the occurrence of any of the following:

(a) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall be enacted by or introduced in the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the

United States, the Internal Revenue Service or any member of the Congress of the United States or the State legislature or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon Pledged Revenues or other income of the general character to be derived by the Issuer pursuant to the Authorizing Resolution, or upon interest received on obligations of the general character of the Obligations or, with respect to State taxation, of the interest on the Obligations as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein or affecting the tax status of the Issuer, its property or income, its securities (including the Obligations) or the interest thereon, or any tax exemption granted or authorized by the State legislation;

(b) legislation introduced in or enacted (or resolution passed) by the Congress of the United States or recommended for passage (whether or not then introduced) by the President of the United States, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), official statement, press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Obligations, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Obligations, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state “blue sky” or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Obligations as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange or any other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services, or a material disruption or deterioration in the fixed income or municipal securities market;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Obligations or as to obligations of the general character of the Obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(f) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon) or the validity or enforceability of the pledge of revenues to pay principal of and interest on the Obligations;

(g) any event occurring, or information becoming known which, in the judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer, the Authorizing Resolution, the Issuer Documents or the Pledged Revenues as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Obligations;

(i) (1) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency, (2) there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, or escalation thereof, (3) a downgrade in the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligation shall have occurred, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, county or other political subdivision located in the United States having a population of over 1,000,000 shall have occurred;

(j) any fact or event shall exist or have existed that, in the Representative's judgment, requires or has required an amendment of or supplement to the Official Statement and the Issuer refuses or fails to so amend;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations (including the ratings to be accorded the Obligations) [or the Insurer];

(l) the purchase of and payment for the Obligations by the Underwriters, or the resale of the Obligations by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(m) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the sale of the Obligations, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Authorizing Resolution, the Issuer Documents or the existence or powers of the Issuer with respect to its obligations under the Issuer Documents.

9. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, but solely from the proceeds of the sale of the Obligations, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Obligations, the Preliminary Official Statement and the Official Statement, (ii) the fees and disbursements of Special Counsel, Counsel to the Issuer and the Trustee; (iii) the fees and disbursements of the Issuer's municipal advisor and of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; and (iv) the fees associated with obtaining or receiving the ratings and any and all credit enhancement fees or premiums[, including the Policy]. The Issuer has agreed to pay the Underwriters' discount set forth in Section 1 hereof, and inclusive in the expense component of the Underwriters' discount are actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Obligations, including, but not limited to, advertising expenses, fees and expenses of Counsel to the Underwriters, the costs of any preliminary and final blue sky memoranda, CUSIP fees, and transportation, lodging, and meals for the Issuer's employees and representatives.

(b) If this Purchase Contract shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Purchase Contract, or if for any reason the Issuer shall be unable to perform its obligations under this Purchase Contract, the Issuer will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of Counsel for the Underwriters) reasonably incurred by the Underwriters in connection with this Purchase Contract or the offering contemplated hereunder from funds legally available to it for such purpose.

10. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to the address set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to BofA Securities, Inc., 333 South Hope Street, Suite 3820, Los Angeles, CA 90071, Attention: Jack Tsang.

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

for the Obligations pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

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

13. Choice of Law. This Purchase Contract shall be governed by and construed in accordance with the law of the State.

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

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

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

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

18. Notice Concerning Cancellation of Contracts. As required by the provisions of Arizona Revised Statutes Section 38-511, as amended, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section 38-511. Each of the parties hereto hereby certifies that it is not presently aware of any

violation of Section 38-511 which would adversely affect the enforceability of this Purchase Contract and covenants that it shall take no action which would result in a violation of such Section.

[Signature page follows.]

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

Very truly yours,

BOFA SECURITIES, INC.,
as Representative of the Underwriters

By: _____
Authorized Officer

ACCEPTED at _____ o'clock __.m. MST
this ___ day of _____, 2025.

CITY OF MESA, ARIZONA

By: _____
Michael Kennington

Its: Deputy City Manager/Chief Financial Officer

[Signature page to Purchase Contract]

SCHEDULE I

\$[PAR]
CITY OF MESA, ARIZONA
UTILITY SYSTEMS REVENUE OBLIGATIONS,
SERIES 2025

OBLIGATIONS DATED: DATE OF INITIAL DELIVERY

FIRST INTEREST PAYMENT DATE: [January 1, 2026]

Maturity Date <u>(July 1)</u>	Principal <u>Amount</u> \$	Interest <u>Rate</u> %	<u>Yield</u> %
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[*Yield calculated to July 1, 20__, the first optional redemption date.]

[Optional Redemption. The Obligations maturing on or prior to July 1, 20[__], are not subject to optional redemption prior to maturity. The Obligations maturing on and after July 1, 20[__], are subject to redemption, at the option of the City, in whole or in part on any date on or after July 1, 20[__], in increments of \$5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the Issuer, and by lot within a maturity (as provided in the Trust Agreement) by payment of the principal amount of each Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. Principal represented by the Obligations maturing on July 1, 20[___] will be subject to mandatory redemption and will be redeemed on July 1 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price equal to the principal amount of the Obligations then called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Obligations Maturing July 1, 20[___]

<u>REDEMPTION DATE</u> <u>(JULY 1)</u>	<u>PRINCIPAL AMOUNT</u>
	\$

*

*Maturity

EXHIBIT A

**[\$[PAR]]
CITY OF MESA, ARIZONA
UTILITY SYSTEMS REVENUE OBLIGATIONS,
SERIES 2025**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (“BofA Securities”), on behalf of itself and J.P. Morgan Securities LLC (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Obligations”).

1. **Purchase Contract.** On [Pricing Date], the Underwriting Group and the City of Mesa, Arizona (the “Issuer”) executed a Purchase Contract (the “Purchase Contract”) in connection with the sale of the Obligations.

[Select appropriate provisions below]

2. [Alternative 1 – All Maturities Use General Rule: *Sale of the Obligations*. As of the date of this certificate, for each Maturity of the Obligations, the first price at which at least 10% of such Maturity of the Obligations was sold to the Public is the respective price listed in Schedule A.][Alternative 2 – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Obligations was sold to the Public is the respective price listed in Schedule A.]

3. **Initial Offering Price of the [Obligations] [Hold-the-Offering-Price Maturities].**

a) [Alternative 1 – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Obligations to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.] [Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.]

b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Obligations, they would neither offer nor sell any of the unsold Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the

selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Obligations at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any unsold Obligations of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.

3. *Defined Terms.*

(a) “*General Rule Maturities*” means those Maturities of the Obligations listed in Schedule A hereto as the “General Rule Maturities.”]

(b) “*Hold-the-Offering-Price*” *Maturities* means those Maturities of the Obligations listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) “*Holding Period*” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) “*Issuer*” means the City of Mesa, Arizona.

(e) “*Maturity*” means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate maturities.

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

(g) “*Sale Date*” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is [DATE].]

(h) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in

the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

The signer is an officer of BofA and duly authorized to execute and deliver this Certificate for BofA. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA Securities' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating to Federal Tax Matters and with respect to compliance with the federal income tax rules affecting the Obligations, and by Greenberg Traurig, LLP. in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Obligations. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

Dated: _____, 2025

BOFA SECURITIES, INC.

By: _____

Title: _____

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT B

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

BofA Securities, Inc.
Los Angeles, California

J.P. Morgan Securities LLC
New York, New York

Greenberg Traurig, LLP
Phoenix, Arizona

Re: City of Mesa, Arizona Utility Systems Revenue Obligations, Series 2025

All terms defined in the Purchase Contract dated [Pricing Date], by and among the City of Mesa, Arizona (the “City”), and BofA Securities, Inc. and J.P. Morgan Securities LLC, as the Underwriters, shall have the same meanings herein.

The undersigned City Attorney of the City hereby certifies that, other than as described in the Preliminary Official Statement, the Official Statement and any supplements or amendments thereto, the City has not been served with, has no currently pending, and has not been overtly threatened to be served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, affecting the corporate existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Obligations or the collection, receipt or pledge of the Pledged Revenues to the payment of the Purchase Price (as defined in the Purchase Agreement) due under the Purchase Agreement, or in any way contesting or affecting the validity or enforceability of the Obligations or the Purchase Contract, the Trust Agreement, the Purchase Agreement, the Authorizing Resolution, the Continuing Disclosure Undertaking, and all documents required thereunder to be executed and delivered by the City (the “City Documents”), or contesting the exclusion from gross income of interest on the Obligations for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the City regarding the execution and delivery of the Obligations or the execution and delivery of the City Documents, or wherein, to the actual knowledge of the undersigned City Attorney, an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligations or the City Documents.

Based on the actual knowledge of the undersigned City Attorney, the execution and delivery of the City Documents and compliance by the City with the provisions thereof, under the circumstances contemplated therein, will not conflict with or constitute on the part of the City a

material breach of or a default under any agreement or instrument to which the City is a party, or violate any court order or consent decree to which the City is subject.

The information contained in the Official Statement under the caption "LITIGATION" is true and correct in all material respects.

MESA CITY ATTORNEY'S OFFICE

By _____