

\$[Par Amount]
BRENTWOOD INFRASTRUCTURE FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS,
SERIES 2024

BOND PURCHASE CONTRACT

[Sale Date]

Brentwood Infrastructure Financing Authority
150 City Park Way
Brentwood, California 94513

City of Brentwood
150 City Park Way
Brentwood, California 94513

Ladies and Gentlemen:

The undersigned RBC Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Contract (this “Purchase Contract”) with the Brentwood Infrastructure Financing Authority (the “Authority”) and the City of Brentwood (the “City”) relating to the sale of the Brentwood Infrastructure Financing Authority Water Revenue Refunding Bonds, Series 2024 (the “Bonds”). This offer is made subject to the Authority’s and the City’s acceptance by execution of this Purchase Contract and delivery of the same to the Underwriter on or before 11:59 p.m. California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to such acceptance. Upon the Authority’s and the City’s acceptance hereof, the Purchase Contract will be binding upon the Authority, the City and the Underwriter.

Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the respective meanings set forth for such terms in the Trust Agreement (defined below).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriter agrees to purchase from the Authority, and the Authority agrees to sell and deliver or cause to be delivered to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$[Purchase Price] (being an amount equal to the principal amount of the Bonds (\$[Par Amount].00), [plus/less] a [net] original issue [premium/discount] of \$[Premium], less an underwriter’s discount of \$[UW Discount]). The obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be conditioned on the sale and delivery by the Authority to the Underwriter at Closing of the entire \$[Par Amount] principal amount of the Bonds authorized by the Trust Agreement. The Underwriter is not acting as a fiduciary of the Authority or the City, but rather is acting solely in its capacity as Underwriter for its own account.

Inasmuch as this purchase and sale represents a negotiated transaction, the Authority, the City and the Underwriter acknowledge and agree that: (i) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the Authority, the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority or the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority or the City on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only contractual obligations the Underwriter has to the Authority or the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (v) the Authority, the City and the Underwriter have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate. Nothing in the foregoing paragraph is intended to limit the Underwriter's obligations of fair dealing under MSRB Rules G-17 and G-30.

Section 2. Bond Terms; Authorizing Instruments; Purposes of the Bonds. (a) The Bonds shall be dated their date of delivery and shall mature and bear interest as shown on Exhibit A attached hereto. The Bonds shall be as described in, and shall be issued and secured under, a Master Trust Agreement, dated as of November 1, 2008 (the "Master Trust Agreement"), between the Authority and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Agreement, dated as of October 1, 2024 (the "Third Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), between the Authority and the Trustee. The Bonds are payable and subject to prepayment as provided in the Trust Agreement and as described in the Official Statement. The Bonds are payable from and secured by the Authority's pledge of Revenues under the Trust Agreement, consisting generally of all payments required to be paid by the City on any date under the Master Installment Sale Agreement, dated as of November 1, 2008 (the "Master Installment Sale Agreement"), between the City and the Authority, as supplemented by the Third Supplemental Installment Sale Agreement, dated as of October 1, 2024 (the "Third Supplemental Installment Sale Agreement" and, together with the Master Installment Sale Agreement, the "Installment Sale Agreement"), between the City and the Authority.

(b) The proceeds of the sale of the Bonds will be used to (i) refund all of the Authority's Water Revenue Bonds, Series 2014, and (ii) pay costs of issuance incurred in connection with the issuance, sale and delivery of the Bonds.

Section 3. Public Offering. The Underwriter agrees to make an initial bona fide public offering of all of the Bonds, at not in excess of the initial public offering yields or prices set forth on Exhibit A attached hereto. Following the initial public offering of the Bonds, the offering prices may be changed from time to time by the Underwriter.

Section 4. Official Statement; Continuing Disclosure. (a) By their acceptance of this proposal, the Authority and the City ratify, confirm and approve of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated [POS Date], (including the cover page, all appendices and all information incorporated therein, the "Preliminary Official Statement") that the Authority and the City deemed final as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") except for

certain omissions with respect to the pricing of the Bonds permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Authority, the City and the Underwriter) (the “Official Statement”) signed by the Authority and the City, in such quantity as the Underwriter shall reasonably request. The Underwriter agrees that it will not confirm the sale of any Bond unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

(b) The Authority and the City hereby authorize the use of the Official Statement and the information contained therein by the Underwriter in connection with the public offering and the sale of the Bonds. The Underwriter agrees to: (i) provide the Authority and the City with final pricing information for the Bonds upon execution of this Purchase Contract, (ii) promptly file a copy of the Official Statement, including any amendments or supplements prepared by the Authority or the City, with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (“EMMA”), and (iii) take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

(c) In connection with issuance of the Bonds, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the City will execute a continuing disclosure certificate countersigned by [U.S. Bank Trust Company, National Association], as dissemination agent (the “Continuing Disclosure Certificate”), under which the City, on behalf of itself and the Authority, will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Certificate was attached as an appendix to the Preliminary Official Statement and will be attached as an appendix to the Official Statement.

Section 5. Representations, Warranties and Covenants of the Authority. The Authority hereby represents, warrants and agrees with the Underwriter that:

(a) The board of directors (the “Board”) of the Authority has taken official action by resolution (the “Authority Resolution”) adopted by a majority of the members of the Board at meetings duly called, noticed and conducted, at which a quorum was present and acting throughout, on [September 10, 2024], all action necessary to be taken by it for the execution, delivery and due performance of the Trust Agreement, the Installment Sale Agreement, an Escrow Agreement, dated as of October 1, 2024 (the “Escrow Agreement”), between the Authority and U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”) and this Purchase Agreement (collectively, the “Authority Agreements”) and the Official Statement and the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby.

(b) The Authority is a joint exercise of powers authority, organized and existing under the Constitution and laws of the State of California (the “State”), including Section 6500 et seq., of the California Government Code, as amended, and the Amended and Restated Joint Exercise of Powers Agreement dated as of December 1, 2001 (the “JPA Agreement”) by and between the City and the former Redevelopment Agency of the City of Brentwood and with full right, power, and authority to adopt the Authority Resolution, to issue the Bonds, and to execute, deliver and perform its obligations under the Authority Agreements.

(c) By all necessary official action, the Authority has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds and the Authority Agreements, and the consummation by it of all other transactions contemplated by the Authority Resolution, the Authority Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the Authority Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the Authority's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the Authority or, to the best knowledge of the Authority, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Authority, or the titles of its members or officers, (ii) in any way question or affect the validity or enforceability of Authority Agreements, or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the Authority is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of this Purchase Contract or the consummation by the Authority of the other transactions contemplated by the Official Statement or the Authority Agreements.

(g) Any certificate signed by any official of the Authority authorized to do so shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the Authority is not in default, and at no time has the Authority defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) (1) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Authority since June 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(2) If any event occurs of which the Authority has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official

Statement, as then supplemented or amended, to contain an 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, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter. All expenses thereby incurred will be paid by the Authority, and the Underwriter will file, or cause to be filed, the amended or supplemented Official Statement with a nationally recognized securities information repository.

(3) After the Closing, the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter reasonably objects in writing. If any event relating to or affecting the Authority occurs as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will use its best efforts to assist the Underwriter in preparing (at the expense of the Authority for 90 days after the date of the Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the Authority will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.

(j) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, the Authority has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12.

Section 6. Representations, Warranties and Covenants of the City. The City hereby represents, warrants and agrees with the Underwriter that:

(a) The city council (the “City Council”) of the City has taken official action by Resolution (the “City Resolution”) adopted by a majority of the members of the City Council at meetings duly called, noticed and conducted, at which a quorum was present and acting throughout, on [September 10, 2024] all action necessary to be taken by it for the execution, delivery and due performance of the Installment Sale Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the “City Agreements”) and the Official Statement and the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby.

(b) The City is a municipal corporation duly organized and existing under the Constitution the laws of the State and has all necessary power and authority to adopt the City Resolution and to enter into and perform its duties under the City Agreements.

(c) By all necessary official action, the City has duly adopted the City Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation,

execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the City Agreements, and the consummation by it of all other transactions contemplated by the City Resolution, the City Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the City Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the City's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the City or, to the best knowledge of the City, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the City, or the titles of its members or officers, (ii) in any way question or affect the validity or enforceability of City Agreements, or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the City is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of this Purchase Contract or the consummation by the City of the other transactions contemplated by the Official Statement or the City Agreements.

(g) Any certificate signed by any official of the City authorized to do so shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the City is not in default, and at no time has the City defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) (1) The financial statements of, and other financial information regarding the City, in the Official Statement fairly present the financial position and results of the City as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City since June 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, the City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a material adverse effect on the financial condition of the Water System.

(2) If any event occurs of which the City has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official Statement, as then supplemented or amended, to contain an 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, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriter in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter. All expenses thereby incurred will be paid by the City, and the Underwriter will file, or cause to be filed, the amended or supplemented Official Statement with a nationally recognized securities information repository.

(3) After the Closing, the City will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter reasonably objects in writing. If any event relating to or affecting the City occurs as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the City will use its best efforts to assist the Underwriter in preparing (at the expense of the City for 90 days after the date of the Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the City will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.

(j) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, the City has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12.

Section 7. The Closing. (a) At 8:00 A.M., San Francisco time, on [Closing Date], or on such earlier or later time or date as may be agreed upon by the Underwriter, the Authority and the City (the “Closing”), the Authority shall deliver or cause to be delivered to the Underwriter, at a location or locations to be designated by the Underwriter in New York, New York, the duly executed Bonds (delivered through the book-entry system of The Depository Trust Company). Prior to the Closing, the Authority shall deliver, at the offices of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, in San Francisco, California, or such other place as are mutually agreed upon by the Underwriter and the Authority, the other documents described in this Purchase Contract. On the date of the Closing, the Underwriter shall pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Trustee.

(b) The Bonds shall be issued in fully registered form and shall be prepared and delivered as one Bond for each maturity registered in the name of a nominee of The Depository Trust Company (“DTC”). It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Contract.

Section 8. Conditions to Underwriter's Obligations. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Authority and the City contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, and upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriter's obligations under this Purchase Contract are and shall also be subject to the following conditions:

(a) The representations and warranties of the Authority and the City contained in this Agreement shall be true and correct in all material respects on the date of this Purchase Contract and on and as of the date of the Closing as if made on the date of the Closing;

(b) As of the date of the Closing, the Official Statement may not have been amended, modified or supplemented, except in any case as may have been agreed to by the Underwriter;

(c) (i) As of the date of the Closing, the Authority Resolution, the City Resolution, the Authority Agreements and the City Agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the City and Underwriter, (ii) the Authority shall perform or have performed all of its obligations required under or specified in the Authority Resolution, the Authority Agreements and this Purchase Contract to be performed at or prior to the date of the Closing; and (iii) the City shall perform or have performed all of its obligations required under or specified in the City Resolution, the City Agreements and this Purchase Contract to be performed at or prior to the date of the Closing;

(d) As of the date of the Closing, all necessary official action of the Authority relating to the Authority Agreements, the Authority Resolution and the Official Statement, and all necessary official action of the City relating to the City Agreements, the City Resolution, and the Official Statement, shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(e) Subsequent to the date of this Purchase Contract, up to and including the date of the Closing, there shall not have occurred any change in or particularly affecting the Authority, the City, or the City's Water System, as these matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds;

(f) As of or prior to the date of the Closing, the Underwriter shall have received each of the following documents:

(1) Certified copies of the Authority Resolution and the City Resolution.

(2) The Master Trust Agreement, and the Third Supplemental Trust Agreement, all duly executed on behalf of the Authority and the Trustee, and the Master Installment Sale Agreement and the Third Supplemental Installment Sale Agreement, all duly executed on behalf of the Authority and the City.

(4) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the Authority and the City.

(5) An approving opinion of Bond Counsel dated as of the Closing, in substantially the form attached as an appendix to the Official Statement.

(6) A supplemental opinion of Bond Counsel, in substantially the form attached hereto as Exhibit E.

(7) An opinion of counsel to the Authority, dated as of the Closing addressed to the Authority, the City and the Underwriter, in form and substance acceptable to the Underwriter, in substantially the form attached hereto as Exhibit F.

(8) An opinion of counsel to the City, dated as of the Closing addressed to the Authority, the City and the Underwriter, in form and substance acceptable to the Underwriter, in substantially the form attached hereto as Exhibit G.

(9) A certificate of the Authority and the City, dated as of the date of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B.

(10) A closing certificate of the Authority, dated as of the Closing, signed by the Treasurer/Controller or other authorized representative of the Authority satisfactory to the Underwriter, in substantially the form attached hereto as Exhibit C.

(11) A closing certificate of the City, dated as of the Closing, signed by the Treasurer, Director of Finance & Information Systems or other authorized representative of the City satisfactory to the Underwriter, in the form attached hereto as Exhibit D.

(12) The opinion of counsel of the Trustee and Escrow Agent, dated as of the Closing, addressed to the Authority, the City and the Underwriter to the effect that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the State, having full powers and authority and being qualified to enter into, accept and administer the trust created under the Trust Agreement and to enter into the Trust Agreement and the Escrow Agreement.

(ii) the performance by the Trustee of the duties required under the Trust Agreement and the Escrow Agreement have been duly authorized by all necessary corporate action on the part of the Trustee, and under present law do not contravene any law or government regulation or order presently binding on the Trustee or contravene any law or governmental regulation or order presently binding on the Trustee or the articles of association/articles of incorporation/charter, as applicable, or the bylaws of the Trustee or contravene any provision of or constitute a default under any indenture, trust agreement, contract or other instrument to which the Trustee is a party or by which the Trustee is bound;

(iii) the performance by the Trustee of the duties required under the Trust Agreement and the Escrow Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental agency or authority; and

(iv) the Trust Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the Trustee, and, assuming due authorization,

execution and delivery by the other parties thereto, the Trust Agreement and the Escrow Agreement constitute a legal, valid and binding agreements of the Trustee enforceable in accordance with their respective terms, subject to laws relating in bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(13) A certificate or certificates, dated as of the Closing, in form and substance acceptable to Bond Counsel and the Underwriter, of an authorized officer of officers of the Trustee and the Escrow Agent.

(14) A tax certificate or agreement duly signed on behalf of the Authority and the City.

(15) Evidence of required filings with the California Debt and Investment Advisory Commission.

(16) A copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system.

(17) The Escrow Agreement duly executed on behalf of the Authority and the Escrow Agent.

(18) A verification report delivered by [Verification Agent].

(19) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority and the City with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the Authority and the City herein contained and of the Official Statement and the due performance or satisfaction by the Authority and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the City.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract shall be deemed to be in compliance with the provisions of this Purchase Contract if, but only if, they are in form and substance satisfactory to the Underwriter. If the Authority and the City are unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter, the Authority nor the City shall be under further obligations hereunder, except that the respective obligations of the Authority, the City and the Underwriter set forth in Section 11 of this Purchase Contract shall continue in full force and effect.

Section 9. Conditions to Authority's and City's Obligations. The performance by the Authority and the City of their respective obligations under this Purchase Agreement are conditioned upon: (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the Authority and the City of opinions addressed to the Authority and the City, and receipt by the Underwriter of opinions addressed to the Underwriter, and the delivery of certificates being delivered on the date of the Closing by persons and entities other than the Authority and the City.

Section 10. Termination Events. The Underwriter shall have the right to terminate the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(1) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State by the Governor of the State in an executive communication, affecting the tax status of the Authority or the City, its property or income, its bonds (including the Bonds) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(2) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(3) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or State authorities;

(4) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Bonds is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(5) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Bonds are not exempt from registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(6) in the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be materially and adversely affected because additional material restrictions not in force as of the

date hereof is imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(7) the Comptroller of the Currency, The New York Stock Exchange, or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, 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, or financial responsibility requirements of the Underwriter;

(8) a general banking moratorium is established by federal, New York or State authorities;

(9) any legislation, ordinance, rule or regulation is introduced in or be enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the opinion of the Underwriter, after consultation with the Authority and the City, materially adversely affects the market price of the Bonds;

(10) any federal or California court, authority or regulatory body takes action materially and adversely affecting the collection of Revenues under the Trust Agreement;

(11) there shall have occurred any downgrading, suspension or withdrawal or negative change in credit watch status with respect to the ratings on the Bonds by any national rating service then rating the Bonds;

(12) an event occurs which in the opinion of the Underwriter requires a supplement or amendment to the Official Statement;

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

(14) there shall have occurred any material adverse change in the affairs or financial condition of the Water System.

Section 11. Payment of Expenses. (a) The Underwriter shall be under no obligation to pay, and the City shall pay the following expenses incident to the performance of the Authority's and the City's obligations hereunder:

(i) the fees and disbursements of Bond Counsel and Disclosure Counsel;

(ii) the cost of printing and delivering the Bonds, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 4 of this Purchase Contract);

(iii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the Authority or the City;

(iv) any other expenses and costs of the Authority and the City incident to the performance of their respective obligations in connection with the authorization, issuance and sale of the Bonds, including out-of-pocket expenses and regulatory expenses, and any other expenses agreed to by the parties; and

(v) any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Purchase Contract and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The City on behalf of the Authority acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) The Underwriter shall pay all expenses incurred by them in connection with the public offering and distribution of the Bonds including, but not limited to:

(i) all advertising expenses in connection with the offering of the Bonds; and

(ii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds, including CUSIP fees and CDIAC fees, except as provided in (a) above or as otherwise agreed to by the Underwriter and the City.

Section 12. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority and the City in establishing the issue price of the Bonds and shall execute and deliver to the Authority and the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Exhibit H,] the Authority and the City will treat the first price at which 10% of each maturity of the Bonds is sold to the public (the "10% test") as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority and the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority and the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon the request of the Authority, the City or Bond Counsel. For purposes of this Section 12, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

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

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

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

(d) The Underwriter confirms that:

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

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

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

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

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each

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

(e) The Authority and the City acknowledge that, in making the representations set forth in this Sections 5 and 6, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority and the City further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section 12. Further, for purposes of this Section 12:

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

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

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

partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 13. Notices. Any notice or other communication to be given to the Authority or the City under this Purchase Contract may be given by delivering the same in writing to the Authority and the City at the addresses set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to RBC Capital Markets, LLC, Two Embarcadero Center, Suite 1200, San Francisco, CA 94111, Attention: Robert L. Williams.

Section 14. Survival of Representations, Warranties, Agreements. All of the Authority’s and the City’s representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the Bonds pursuant to this Purchase Contract. The agreements contained in this Section and in Section 11 shall survive any termination of this Purchase Contract.

Section 15. Benefit; No Assignment. This Purchase Contract is made solely for the benefit of the Authority, the City and the Underwriter (including its successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Contract are not subject to assignment by the Underwriter, the Authority or the City without the prior written consent of the other parties hereto.

Section 16. Severability. In the event that any provision of this Purchase Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Purchase Contract.

Section 17. Counterparts. This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

Section 18. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

Section 19. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Authority and the City, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: _____
Managing Director

Accepted at _____ PM Pacific Daylight Time as of the date first stated above:

**BRENTWOOD INFRASTRUCTURE
FINANCING AUTHORITY**

By: _____
Treasurer/Controller

CITY OF BRENTWOOD

By: _____
Director of Finance
& Information Systems

EXHIBIT A
MATURITY SCHEDULE

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

^c = priced to call at par on July 1, 20__.

EXHIBIT B-1

**Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds,
Series 2024**

15c2-12 CERTIFICATE

I, Kerry Breen, Treasurer/Controller of the Brentwood Infrastructure Financing Authority (the “Authority”), hereby certify that I am authorized to execute this Certificate on behalf of the Authority.

I hereby further certify, on behalf of the Authority, that the Preliminary Official Statement dated [_____, 2024] (including the cover page and all appendices thereto, the “Preliminary Official Statement”) relating to the above-referenced bonds (the “Bonds”) is deemed to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12, including, for example, offering prices, interest rates, selling compensation, principal amounts per maturity, aggregate principal amount, maturity dates, and ratings.

The Authority approves of the use and distribution of the Preliminary Official Statement by the underwriter of the Bonds.

Dated: [_____, 2024].

**BRENTWOOD INFRASTRUCTURE
FINANCING AUTHORITY**

By: _____
Treasurer/Controller

EXHIBIT B-2

**Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds,
Series 2024**

15c2-12 CERTIFICATE

I, Kerry Breen, Treasurer, Director of Finance & Information Systems of the City of Brentwood (the “City”), hereby certify that I am authorized to execute this Certificate on behalf of the City.

I hereby further certify, on behalf of the City, that the Preliminary Official Statement dated [_____, 2024] (including the cover page and all appendices thereto, the “Preliminary Official Statement”) relating to the above-referenced bonds (the “Bonds”) is deemed to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12, including, for example, offering prices, interest rates, selling compensation, principal amounts per maturity, aggregate principal amount, maturity dates, and ratings.

The City approves of the use and distribution of the Preliminary Official Statement by the underwriter of the Bonds.

Dated: [_____, 2024].

CITY OF BRENTWOOD

By: _____
Director of Finance
& Information Systems

EXHIBIT C

**Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds,
Series 2024**

CLOSING CERTIFICATE OF THE AUTHORITY

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the Brentwood Infrastructure Financing Authority (the “Authority”), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Authority as follows:

(i) The representations, warranties and covenants of the Authority contained in the Bond Purchase Contract dated [Sale Date], by and among the Authority, the City of Brentwood and RBC Capital Markets, LLC (the “Purchase Contract”), are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(ii) The Authority Resolution is in full force and effect at the date of the Closing and has not been amended, modified, supplemented, or rescinded.

(iii) The Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

Capitalized terms used but not defined herein have the meanings given in the Purchase Contract.

Dated: [Closing Date].

**BRENTWOOD INFRASTRUCTURE
FINANCING AUTHORITY**

By: _____
Treasurer/Controller

EXHIBIT D

**Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds,
Series 2024**

CLOSING CERTIFICATE OF THE CITY

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Brentwood (the “City”), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the City as follows:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Contract dated [Sale Date], by and among the Brentwood Infrastructure Financing Authority, the City and RBC Capital Markets, LLC (the “Purchase Contract”) are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(ii) The City Resolution is in full force and effect at the date of the Closing and has not been amended, modified, supplemented, or rescinded.

(iii) The City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

Capitalized terms used but not defined herein have the meanings given in the Purchase Contract.

Dated: [Closing Date].

CITY OF BRENTWOOD

By: _____
Director of Finance
& Information Systems

EXHIBIT E

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[To come]

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE AUTHORITY

[Closing Date]

Brentwood Infrastructure Financing Authority
Brentwood, California

RBC Capital Markets, LLC
San Francisco, California

City of Brentwood
Brentwood, California

Orrick, Herrington & Sutcliffe LLP
San Francisco, California

Re: Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds, Series 2024

Ladies and Gentlemen:

I serve as counsel to the Brentwood Infrastructure Financing Authority (the “Authority”). This letter is addressed to you pursuant to Section 8(f)(7) of the Bond Purchase Contract, dated [Sale Date] (the “Purchase Contract”), between the Authority, the City of Brentwood (the “City”) and RBC Capital Markets, LLC (the “Underwriter”) providing for the purchase by the Underwriter of \$[Par Amount] aggregate principal amount of Brentwood Infrastructure Financing Authority Water Revenue Refunding Bonds, Series 2024 (the “Bonds”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Contract.

Whenever a statement herein is qualified by “to the best of my current actual knowledge” or similar phrase, it is intended to indicate that, during the course of my representation of the Authority in connection with the transactions described herein, no information that would give me current actual knowledge of the inaccuracy of such statement has come to my attention. However, unless otherwise noted herein, I have not undertaken any independent investigation to determine the accuracy of such statement, and any documents and matters described in this opinion and in the preparation of this opinion letter should not be regarded as such an investigation. Furthermore, no inference as to my knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of my continued representation of the Authority, either past or present.

My opinion may be affected by actions taken or events occurring after the date hereof. As to questions of fact material to my opinion, I have relied upon representations by the principal officers of the Authority and you.

Based upon and subject to the foregoing, and in reliance thereon, as of the date hereof, I am of the following opinions:

(i) The Authority is a joint powers authority, duly created under the laws of the State of California and has full power and authority to enter into: (a) the Master Installment Sale Agreement, dated as of November 1, 2008 (the “Master Installment Sale Agreement”), as supplemented, including as supplemented by the Third Supplemental Installment Sale Agreement, dated as of October 1, 2024 (the “Third Supplemental Installment Sale Agreement, and together with the Master Installment Sale

Agreement, as supplemented, the “Installment Sale Agreement”), each between the City and the Authority; (b) the Master Trust Agreement, dated as of November 1, 2008 (the “Master Trust Agreement”), as supplemented and amended, including as supplemented and amended by the Third Supplemental Trust Agreement, dated as of October 1, 2024 (the “Third Supplemental Trust Agreement” and together with the Master Trust Agreement, as supplemented and amended, the “Trust Agreement”), each between the Authority and U.S. Bank National Association, as trustee; (c) the Escrow Agreement, dated as of October 1, 2024 (the “Escrow Agreement”), between the Authority and U.S. Bank National Association, as escrow agent; and (d) the Purchase Contract (collectively with the Installment Sale Agreement, the Trust Agreement and the Escrow Agreement, the “Authority Agreements”), and to perform its duties and obligations thereunder;

(ii) The resolution of the Authority approving and authorizing the execution and delivery of the Authority Agreements and the Bonds and approving and authorizing the distribution of the Official Statement has been duly adopted, and has not been modified, amended or rescinded;

(iii) To the best of my current actual knowledge, the representations of the Authority contained in the Purchase Contract are true and correct;

(iv) The Authority Agreements have been duly authorized, executed and delivered by the Authority and, assuming due execution by the other parties thereto, constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best of my current actual knowledge, the authorization, execution and delivery of the Authority Agreements by the Authority and compliance by the Authority with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the Authority is subject or by which it is bound;

(vi) To the best of my current actual knowledge, the information in the Official statement under the caption “THE AUTHORITY” and, as to the Authority, under the caption “ABSENCE OF LITIGATION” is accurate in all material respects, insofar as such information purports to summarize information with respect to the Authority, the Authority Agreements, and the Joint Exercise of Powers Agreement, as amended and restated;

(vii) Except as otherwise disclosed in the Official Statement and, to the best of my current actual knowledge after due inquiry, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, government agency or body, pending or threatened against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Agreements or contesting the authority of the Authority to enter into or perform its obligations under the Authority Agreements, or which, in any manner, questions the right of the Authority to issue the Bonds or the use of the Revenues for repayment of the Bonds.

My opinion is limited to the laws of the State of California, and I assume no responsibility as to the applicability or the effect of the laws (including securities, blue sky and insolvency laws) of any other jurisdiction or of federal or state income tax laws. This opinion is limited to the matters stated herein, and no opinion is implied beyond the matters expressly stated. This opinion is given for your use and benefit only in connection with the transactions described herein, and it may not be relied upon in any

other transaction or by any other person nor may copies be delivered to any person other than your counsel without prior written consent.

Very truly yours,

Katherine Wisinski
City Attorney of the City of Brentwood
and General Counsel for the Brentwood Infrastructure
Financing Authority

EXHIBIT G

FORM OF OPINION OF COUNSEL TO THE CITY

[Closing Date]

Brentwood Infrastructure Financing Authority
Brentwood, California

RBC Capital Markets, LLC
San Francisco, California

City of Brentwood
Brentwood, California

Orrick, Herrington & Sutcliffe LLP
San Francisco, California

Re: Brentwood Infrastructure Financing Authority
Water Revenue Refunding Bonds, Series 2024

Ladies and Gentlemen:

I serve as City Attorney for the City of Brentwood (the “City”). This letter is addressed to you pursuant to Section 8(f)(8) of the Bond Purchase Contract, dated [Sale Date] (the “Purchase Contract”), between the Brentwood Infrastructure Financing Authority (the “Authority”), the City and RBC Capital Markets, LLC (the “Underwriter”) providing for the purchase by the Underwriter of \$[Par Amount] aggregate principal amount of Brentwood Infrastructure Financing Authority Water Revenue Refunding Bonds, Series 2024 (the “Bonds”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Contract.

Whenever a statement herein is qualified by “to the best of my current actual knowledge” or similar phrase, it is intended to indicate that, during the course of my representation of the City in connection with the transactions described herein, no information that would give me current actual knowledge of the inaccuracy of such statement has come to my attention. However, unless otherwise noted herein, I have not undertaken any independent investigation to determine the accuracy of such statement, and any documents and matters described in this opinion and in the preparation of this opinion letter should not be regarded as such an investigation. Furthermore, no inference as to my knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of my continued representation of the City, either past or present.

My opinion may be affected by actions taken or events occurring after the date hereof. As to questions of fact material to my opinion, I have relied upon representations by the principal officers of the City and you.

Based upon and subject to the foregoing, and in reliance thereon, as of the date hereof, I am of the following opinions:

(i) The City is a municipal corporation duly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of California, with all necessary power and authority to enter into and perform its duties and obligations under: (a) the Master Installment Sale Agreement, dated as of November 1, 2008 (the “Master Installment Sale Agreement”), as supplemented, including as supplemented by the Third Supplemental Installment Sale Agreement, dated as of October 1, 2024 (the “Third Supplemental Installment Sale Agreement, and together with the Master Installment Sale Agreement, as supplemented, the “Installment Sale Agreement”), each between

the City and the Authority; (b) the Continuing Disclosure Certificate of the City, dated [Closing Date] (the “Continuing Disclosure Certificate”); and (c) the Purchase Contract (collectively, the “City Agreements”);

(ii) To the best of my current actual knowledge, the representations of the City contained in the Purchase Contract are true and correct;

(iii) The resolution of the City approving and authorizing, among other things, the execution and delivery of the City Agreements and approving and authorizing the distribution of the Official Statement has been duly adopted, and has not been modified, amended or rescinded;

(iv) The City Agreements have been duly authorized, executed and delivered by the City and, assuming due execution by the other parties thereto, constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar affecting creditors’ rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(v) To the best of my current actual knowledge, the authorization, execution and delivery of the City Agreements and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the City is subject or by which it is bound;

(vi) To the best of my current actual knowledge, the information in the Official statement as to the City under the caption “ABSENCE OF LITIGATION” is accurate in all material respects, insofar as such information purports to summarize information with respect to the City and the City Agreements;

(vii) Except as otherwise disclosed in the Official Statement and, to the best of my current actual knowledge after due inquiry, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, government agency or body, pending or threatened against the City, challenging the creation, organization or existence of the City, or the validity of the City Agreements or contesting the authority of the City to enter into or perform its obligations under the City Agreements, or which, in any manner, questions the right of the City to enter into or perform its obligations under the City Agreements.

My opinion is limited to the laws of the State of California, and I assume no responsibility as to the applicability or the effect of the laws (including securities, blue sky and insolvency laws) of any other jurisdiction or of federal or state income tax laws. This opinion is limited to the matters stated herein, and no opinion is implied beyond the matters expressly stated. This opinion is given for your use and benefit only in connection with the transactions described herein, and it may not be relied upon in any other transaction or by any other person, nor may copies be delivered to any person other than your counsel without prior written consent.

Very truly yours,

Katherine Wisinski
City Attorney of the City of Brentwood

EXHIBIT H

FORM OF ISSUE PRICE CERTIFICATE

[To come]