

**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS, SERIES 2009
AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010
CASH DEFEASANCE**

Closing: February 26, 2019



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SEWER REVENUE BONDS, SERIES 2009
AND
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CLOSING DOCUMENTS LIST

TERMS USED HEREIN

County	Pima County, Arizona
Bond Counsel	Squire Patton Boggs (US) LLP
Financial Advisor	RBC Capital Markets, LLC
Depository Trustee and Trustee	The Bank of New York Mellon Trust Company, N.A.

**Item
No.**

DOCUMENTS:

- | | |
|--|----|
| Certified copy of Resolution No. 1991-138, adopted by the Board of Supervisors of the County (the “Board”) on June 18, 1991, as amended by Resolution No. 1991-182, adopted by the Board on August 6, 1991, and supplemented by Resolution No. 2009-69, adopted by the Board on April 21, 2009 | 1. |
| Series 2010 Obligation Indenture, dated as of June 1, 2010, between the County and the Trustee | 2. |
| Certified copy of Resolution No. 2018-16 (the “Resolution”), adopted by the Board on March 20, 2018 | 3. |
| Depository Trust Agreement (Sewer Revenue Bonds, Series 2009), dated as of February 1, 2019, between the County and the Depository Trustee | 4. |
| Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of February 1, 2019, between the County and the Depository Trustee | 5. |
| Report(s) of Causey, Demgen & Moore P.C., dated February 26, 2019, regarding the sufficiency of the Depository Trusts and the yield on the Escrowed Obligations and the Government Obligations | 6. |
| General Certificate of the County | 7. |

	<u>Item No.</u>
Certificate and Receipt of Depository Trustee	8.
Opinions of Bond Counsel Re: Payment and Defeasance	9.
Notices of Defeasance (both) and Redemption (2009 Bonds Only) as Posted on EMMA [post-closing items]	10.
Closing Memorandum, with Debt Retirement Schedules	11.
Confirmation for United States Treasury Securities	12.

DISTRIBUTION OF TRANSCRIPTS

Transcripts containing executed counterparts or photocopies of the closing documents will be distributed by Bond Counsel to the following parties:

Pima County, Arizona	2
RBC Capital Markets, LLC	1
Squire Patton Boggs (US) LLP	1
The Bank of New York Mellon Trust Company, N.A.	1

Certificate of Clerk

Board of Supervisors of Pima County, Arizona

State of Arizona

County of Pima

ss

I, Lori Godoshian, do hereby certify that I am the duly appointed, and qualified, Clerk of the Board of Supervisors of Pima County, Arizona.

I further certify that the attached resolution entitled

RESOLUTION NO. 1991- 138

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$60,000,000
PRINCIPAL AMOUNT OF PIMA COUNTY, ARIZONA SEWER REVENUE
REFUNDING BONDS, SERIES 1991.

(See attached copy)

is a true and correct copy of a resolution passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on the 18th day of June, 1991, at which a quorum was present, and that the original resolution is officially of record in my possession.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Board of Supervisors of Pima County, Arizona, this 7th day of October, 2009.

*Robin Brigode, Deputy
Clerk*

RESOLUTION NO. 1991-138

has been amended and is

now

RESOLUTION NO. 1991-182

RESOLUTION NO. 1991-138

AUTHORIZING THE ISSUANCE AND SALE OF NOT TO
EXCEED \$60,000,000 PRINCIPAL AMOUNT OF PIMA
COUNTY, ARIZONA SEWER REVENUE REFUNDING
BONDS, SERIES 1991

Passed and adopted by the Pima County Board
of Supervisors on June 18, 1991

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RESOLUTION NO. 1991-138

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$60,000,000 PRINCIPAL AMOUNT OF PIMA COUNTY, ARIZONA SEWER REVENUE REFUNDING BONDS, SERIES 1991; PRESCRIBING THE FORM AND OTHER DETAILS OF SAID BONDS; PROVIDING FOR THE COLLECTION AND DISPOSITION OF THE REVENUES TO BE DERIVED FROM THE COUNTY'S SEWER SYSTEM; MAKING OTHER PROVISIONS WITH RESPECT TO THE OPERATION OF SAID SEWER SYSTEM; PROVIDING FOR THE SECURITY AND PAYMENT OF SAID BONDS; AUTHORIZING THE EXECUTION OF A DEPOSITORY TRUST AGREEMENT FOR THE SAFEKEEPING AND HANDLING OF THE SECURITIES PURCHASED WITH THE PROCEEDS OF THE BONDS; AUTHORIZING THE EXECUTION OF A REGISTRAR, TRANSFER AND PAYING AGENT AGREEMENT; AUTHORIZING THE PURCHASE OF BOND AND RESERVE FUND INSURANCE OR GUARANTIES; APPROVING THE DISTRIBUTION OF A FINAL OFFICIAL STATEMENT; AND RATIFYING THE ACTIONS OF ALL OFFICERS AND AGENTS OF THE COUNTY WITH RESPECT TO THE BONDS AND THE PRELIMINARY OFFICIAL STATEMENT.

WHEREAS, pursuant to Title 11, Chapter 2, Article 4, Arizona Revised Statutes, as amended, Pima County, Arizona (the "County") will refund the following respective maturities and amounts of the County's revenue bonds issued for sewer purposes:

Pima County, Arizona, Sewer Revenue Bonds, Series 1980, dated February 1, 1980

<u>Maturity Date (February 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	\$ 445,000	8.00%
1993	480,000	8.00%
1994	515,000	8.00%
1995	555,000	7.00%
2010	16,345,000	7.70%

Pima County, Arizona, Sewer Revenue Bonds, Series 1984, dated April 1, 1984

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	250,000	11.50%
1993	250,000	11.50%
1994	250,000	11.50%
1995	300,000	11.50%
1996	300,000	11.50%
1997	325,000	10.10%
1998	325,000	9.50%
1999	1,300,000	9.50%
2000	1,425,000	9.60%
2001	1,575,000	9.60%
2002	1,750,000	9.70%

Pima County, Arizona, Sewer Revenue Refunding Bonds, Series 1985, dated December 1, 1985

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	470,000	7.00%
1993	510,000	7.25%
1994	570,000	7.50%
1995	605,000	7.70%
1996	660,000	7.80%
1997	715,000	7.90%
1998	815,000	8.00%

Pima County, Arizona, Sewer Revenue Bonds, Project of 1985, dated April 1, 1986

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	340,000	8.40%
1993	370,000	8.40%
1994	405,000	8.00%
1995	435,000	6.40%
1996	475,000	6.50%
1997	515,000	6.65%
1998	560,000	6.75%
1999	610,000	6.90%
2000	665,000	7.00%
2001	720,000	7.10%
2002	785,000	7.10%
2003	850,000	7.20%
2004	925,000	7.20%
2005	1,005,000	6.40%

Pima County, Arizona, Sewer Revenue Bonds, Project of 1986, Series A (1986), dated October 1, 1986

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	350,000	8.25%
1993	375,000	8.25%
1994	400,000	8.25%
1995	425,000	8.25%
1996	450,000	6.70%
1997	475,000	6.40%
1998	525,000	6.60%
1999	550,000	6.70%
2000	600,000	6.80%
2001	650,000	6.90%
2002	700,000	6.90%

2003	750,000	7.00%
2004	800,000	7.00%
2005	875,000	6.25%
2006	925,000	6.25%

Pima County, Arizona, Sewer Revenue Bonds, Series of 1988,
dated March 1, 1988

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1992	290,000	8.75%
1993	310,000	8.75%
1994	330,000	8.75%
1995	355,000	8.75%
1996	380,000	8.75%
1997	405,000	7.70%
1998	435,000	6.75%
1999	470,000	6.80%
2000	505,000	7.00%
2001	540,000	7.10%
2002	585,000	7.20%
2003	630,000	7.25%
2004	680,000	7.30%
2005	735,000	7.00%
2006	795,000	7.00%
2007	860,000	7.00%
2008	930,000	7.00%

The foregoing revenue bonds are hereinafter referred to as the
"Bonds Being Refunded"; and

WHEREAS, the Bonds will be sold to a syndicate
managed by Rauscher Pierce Refsnes, Inc. (collectively, the
"Purchaser"); and

WHEREAS, by this resolution, this Board of
Supervisors (the "Board") will authorize and provide for the
issuance and sale of not to exceed \$60,000,000 principal
amount of Pima County, Arizona Sewer Revenue Refunding Bonds,
Series 1991 to advance refund the Bonds Being Refunded, set
the maximum interest rate thereon, maximum term of the Series
1991 Bonds, maximum principal amount of Bonds to be issued and
authorize the Chairman to accept an offer of the Purchasers
(the "Offer") to purchase the Bonds and to execute the Bond
Purchase Contract binding the County to issue and deliver the
Bonds if the Offer is within the maximum amounts, terms and
rates prescribed herein and the Chairman determines it to be
in the County's best interest to accept the Offer; and

WHEREAS, all acts, conditions and things required by
the Constitution and the laws of the State of Arizona (the
"State") to happen, exist and be performed precedent to and in

the adoption of this resolution have happened, exist and have been performed as required to make this resolution a valid and binding instrument for the security of the Bonds authorized herein; and

WHEREAS, this Board is now empowered to proceed with the issuance and sale of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Authority. The Bonds authorized herein are issued pursuant to Section 11-264.01, Arizona Revised Statutes, as amended, and other applicable provisions of law. This resolution will stay in full force and effect until all Bonds authorized hereunder are fully paid or provided for and all Policy Costs shall have been paid in full.

Section 2. Definitions; Interpretation.

A. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

"Accreted Value" shall mean, with respect to Capital Appreciation Bonds, as of the date of calculation, the initial principal amount thereof plus interest accrued thereon to such calculation date, compounded from the date of initial delivery at the interest rate thereof on stated dates, as set forth in the resolution authorizing the issuance of such Capital Appreciation Bonds.

"Agreement" shall mean any agreement between a Reserve Fund Guarantor and the County, pertaining to a Reserve Fund Guarantor's reimbursement in the event of a Drawdown, as such Agreement may be amended, modified or supplemented from time to time.

"Assumed Interest Rate" shall mean an interest rate for Variable Rate Obligations at the computation date computed to be the lesser of (i) the maximum rate which Bonds of such series may bear under the terms of their issuance or (ii) the rate of interest then established for long-term bonds by the 30-year revenue bond index most recently published by The Bond Buyer of New York, New York prior to the date of computation (or in the absence of such published index, some other index selected in good faith by the Finance Director of the County after consultation with one or more reputable, experienced investment bankers as being equivalent thereto).

"Average Annual Debt Service" shall mean, at the time of computation, the average of each Bond Year's aggregate scheduled Bond principal and interest requirements; when

computing Average Annual Debt Service, Variable Rate Obligations shall be deemed to bear interest at the Assumed Interest Rate and Bonds subject to mandatory redemption shall be treated as maturing on their respective mandatory redemption dates and not at their stated maturity date and interest shall be deemed to cease on Bonds subject to mandatory redemption at the scheduled mandatory redemption dates.

"Beneficial Owner" shall mean the owner of any beneficial interest in any Book-Entry Bond as shown on the records of any Direct or Indirect Participant.

"Board" shall mean the Board of Supervisors of the County.

"Bond Fund" shall mean the Bond Fund created pursuant to Section 10 hereof.

"Bond Insurer" shall mean an issuer of a Municipal Bond Insurance Policy pertaining to the Bonds or any part thereof.

"Bond Register" shall mean the registration books pertaining to the ownership and transfer of the Bonds maintained by the Bond Registrar on behalf of the County.

"Bond Registrar" shall mean The Valley National Bank of Arizona, or its successor as bond registrar.

"Bonds" shall mean the Pima County, Arizona Sewer Revenue Refunding Bonds, Series 1991, authorized to be issued herein and all Parity Bonds.

"Bond Year" shall mean initially the period from the date of the Series 1991 Bonds to July 1, 1992, and thereafter the one-year period commencing each July 2 and ending on the next forthcoming July 1. A Bond Year shall correspond to the Fiscal Year beginning on July 1 of the same year and ending on June 30 of the next year.

"Book-Entry Bonds" shall mean, initially, all Series 1991 Bonds and such other series or portion of a series of Parity Bonds which are hereafter designated by the County as Book-Entry Bonds.

"Capital Appreciation Bonds" shall mean Parity Bonds whose interest component is compounded semiannually on stated dates until maturity or to a date on which such Capital Appreciation Bonds are converted to Bonds paying interest semiannually, if so permitted or required.

"Capitalized Reserve Account" shall mean the Capitalized Reserve Account created pursuant to Section 10 hereof.

"Chairman" means the Chairman of the Board.

"Clerk" shall mean the Clerk of the Board.

"Construction Fund" shall mean the Construction Fund created pursuant to Section 10 hereof.

"Contributed Reserve Account" shall mean the Contributed Reserve Account created pursuant to Section 10 hereof.

"County" shall mean Pima County, Arizona.

"Deficiency" shall mean the difference between (i) the total amount due on a principal or interest payment date for the Bonds and (ii) the amount that has been deposited in the Bond Fund for payment to the Owners (which amount shall not include payments made pursuant to a Municipal Bond Insurance Policy or a Reserve Fund Guaranty but shall include all moneys transferred from the Reserve Fund to the Bond Fund or available in the Reserve Fund for such transfer).

"Depository Trust Agreement" shall mean the agreement between the County and The Valley National Bank of Arizona, as Trustee, regarding the holding in trust of the securities purchased to secure payment of the Bonds Being Refunded and other matters.

"Direct Participant" or "DTC Participant" shall mean any broker-dealer, bank or other financial institution for which the DTC holds Book-Entry Bonds from time to time as a securities depository.

"Drawdown" shall mean any amount drawn by the Paying Agent under any Reserve Fund Guaranty.

"Drawdown Date" shall mean the date on which the Paying Agent makes a Drawdown.

"DTC" shall mean the Depository Trust Company, the depository for the Book-Entry Bonds.

"Finance Director" shall mean the Pima County Finance Director.

"Fiscal Year" shall mean the twelve month period beginning each July 1 and ending on June 30th of the next succeeding year.

"Government Obligations" shall mean (i) direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, (ii) obligations issued by either the Resolution Trust Corporation or the Resolution Funding Corporation, the payment of which is ultimately backed by the United States Treasury; and (iii) pre-refunded municipal obligations meeting the following criteria:

- (a) the municipal obligations may not be callable prior to maturity or, alternatively, the trustee has received irrevocable instructions concerning their calling and redemption;
- (b) the municipal obligations are secured by cash or securities described in subparagraphs (i) and (ii) above (the "Defeasance Obligations"), which cash or Defeasance Obligations may be applied only to interest, principal and premium payments of such municipal obligations;
- (c) the principal of and interest on the Defeasance Obligations (plus any cash in the fund) are sufficient to meet the liabilities of the municipal obligations;
- (d) the Defeasance Obligations serving as security for the municipal obligations must be held by an escrow agent or a trustee; and
- (e) the Defeasance Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

"Indirect Participant" shall mean any financial institution for whom any Direct Participant holds an interest in a Book-Entry Bond.

"Maximum Annual Debt Service" shall mean, at the time of computation, the greatest scheduled Bond principal and interest requirements occurring in the then-current, or any subsequent, Bond Year on all Bonds Outstanding; when computing Maximum Annual Debt Service, Variable Rate Obligations shall be deemed to bear interest at the Assumed Interest Rate and Bonds subject to mandatory redemption shall be treated as maturing on their respective mandatory redemption dates and not at their stated maturity date and interest shall be deemed to cease on Bonds subject to mandatory redemption at the scheduled mandatory redemption dates.

"Municipal Bond Insurance Policy" shall mean any Municipal Bond Insurance Policy insuring the payment of the principal of and interest on all or any part of the Bonds according to their terms.

"Net Revenues" shall mean Revenues remaining after deducting Operating Expenses.

"Operating Expenses" shall mean the reasonable and necessary costs of System operation, maintenance, and repair, including salaries, wages, cost of materials and supplies, and insurance, but shall exclude depreciation, payments into the Bond Fund, the Reserve Fund, the Reimbursement Fund and the Rebate Fund.

"Outstanding" or "Outstanding Bonds" when used with reference to the Bonds, shall mean, as of any determination date, all Bonds theretofore authenticated and delivered except:

(a) Bonds theretofore cancelled or delivered for cancellation;

(b) Bonds that are deemed paid and no longer Outstanding as provided herein; and

(c) Bonds in lieu of which other Bonds have been issued pursuant to the provisions hereof relating to Bonds destroyed, stolen, lost or mutilated, unless evidence satisfactory to the County Treasurer has been received that any such Bond is owned by a bona fide purchaser.

"Owner", except as provided in Section 17(B), shall mean any person who shall be the registered owner of any Bond or Bonds Outstanding (including, with respect to a Book-Entry Bond, DTC or a successor depository).

"Parity Bonds" shall mean any additional Bonds issued in accordance with Section 13 hereof.

"Paying Agent" shall mean The Valley National Bank of Arizona, or its successor as paying agent.

"Permitted Investments" shall mean, to the extent permitted by law:

1. Direct and general obligations of the United States of America, or obligations unconditionally guaranteed as to principal and interest by the same.

Also permitted are evidences of ownership of proportionate interests in future interest and principal payments of the above United States obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a Bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

2. Obligations issued or guaranteed by the following instrumentalities or agencies of the United States of America:

- (a) Federal Home Loan Bank System;
- (b) Export-Import Bank of the United States;
- (c) Federal Financing Bank;
- (d) Government National Mortgage Association;
- (e) Farmers Home Administration;
- (f) Federal Home Loan Mortgage Company;
- (g) Federal Housing Administration;
- (h) Private Export Funding Corporation;
- (i) Federal National Mortgage Association; and
- (j) obligations issued by either the Resolution Trust Corporation or the Resolution Funding Corporation, the payment of which is ultimately backed by the United States Treasury.

3. Pre-refunded municipal obligations meeting the following conditions:

(a) the bonds are not to be callable prior to maturity or the trustee has been given irrevocable instructions concerning their calling and redemption;

(b) the bonds are secured by cash or Permitted Investments described in No. 1 (the "United States Obligations") which may be applied only to interest, principal, and premium payments of such bonds;

(c) the principal of and interest on the United States Obligations (plus any cash in the fund) are sufficient to meet the liabilities of the bonds;

(d) the United States Obligations serving as security for the bonds are held by an escrow agent or trustee; and

(e) the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

4. Direct and general long-term obligations of any state on which the full faith and credit of the state is pledged and which are rated in either of the two highest rating categories by either Moody's Investors Service (hereinafter referred to as Moody's) or Standard and Poor's Corporation (hereinafter referred to as S&P) or, in the event each of such rating agencies rate such obligations, by each of them; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in one of the two highest rating categories for comparable obligations by one of the two most widely recognized rating agencies then rating such credits.

5. Direct and general short term obligations of any state described in No. 4 above which are rated in the highest rating category by either Moody's or S&P or, in the event each of such rating agencies rate such obligations, by each of them; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in the highest rating category for comparable obligations by one of the two most widely recognized rating agencies then rating such credits.

6. Interest bearing demand or time deposits issued by state banks, savings and loan associations or trust companies or any national banking associations which are members of the Federal Deposit Insurance Corporation (FDIC). These deposits must be (a) continuously and fully insured by FDIC, (b) with banks that are rated at least P-1 by Moody's or at least A-1 by S&P, or (c) fully secured by direct and general obligations of the United States, or those which are unconditionally guaranteed as to principal and interest by the same. Such United States' securities must have a market value at all times at least equal to the principal amount of the deposits. The United States' securities must be held by the County or the Bond Registrar and Paying Agent (who shall not be the provider of the collateral), or any Federal Reserve Bank or Depository, as custodian for the institution issuing the deposits. The County or the Bond Registrar and Paying Agent should have a perfected first lien in the United States Obligations serving as collateral, and that collateral is to be free from all third party liens.

7. Long-term or medium-term corporate debt guaranteed by any corporation rated by Moody's and S&P in their two highest rating categories.

8. Repurchase agreements, the maturity of which are less than thirty (30) days, entered into with financial institutions such as banks or trust companies organized under state law or national banking associations, insurance companies, or government bond dealers reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York and a member of the Security Investors Protection Corporation or with a dealer or parent holding company rated investment grade by Moody's or S&P; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in one of the two highest rating categories for comparable obligations by one of the two most widely recognized rating agencies then rating such credits. The repurchase agreement should be secured by direct and general obligations of the United States of America or those unconditionally guaranteed as to principal and interest by the same. The United States obligations must have a fair market value, exclusive of accrued interest, at least equal to the amount invested in the repurchase agreement. The County or the Paying Agent (who shall not be the provider of the collateral) must have a perfected first lien in, and retain possession of, the collateral. The obligations serving as collateral must be free from all third party claims.

9. Prime commercial paper of a United States corporation, finance company or banking institution rated at least "P-1" by Moody's or at least "A-1" by S&P; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in one of the two highest rating categories for comparable obligations by one of the two most widely recognized rating agencies then rating such credits.

10. Interests in money market portfolios issued by state banks, trust companies, savings and loan associations, or national banking associations which are members of the FDIC. Such interest should be (a) fully insured by FDIC; or (b) secured by direct and general obligations of the United States or those guaranteed as to principal and interest by the same. The collateral obligations must have a market value, exclusive of accrued interest, at least equal to the principal amount of the interests in the money markets and should be held by a custodian.

11. Public housing bonds issued by public agencies. Such bonds must be fully secured by a pledge of annual contributions under a contract with the United States government; temporary notes, preliminary loan notes or project notes secured by a requisition or payment agreement with the United States; or state or public agency or municipality obligations rated in the highest rating category by a nationally recognized bond rating agency.

12. Shares of a diversified open-end management investment company as defined in the Investment Company Act of 1940, which is a money market fund, which has been rated in the highest rating categories by Moody's or S&P; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in one of the two highest rating category for comparable obligations by one of the two most widely recognized rating agencies then rating such credits, or money market accounts of the Trustee or any state or federal bank which is rated at least P-1 by Moody's or at least A-1 by S&P or whose one bank holding company parent is rated at least A-1 by S&P or at least P-1 by Moody's; provided, however, that if, at the time of purchase, neither Moody's nor S&P then rate comparable obligations, the obligations must be rated in a comparable rating category for comparable obligations by one of the two most widely recognized rating agencies then rating such entities, all to the extent not fully insured by FDIC having a combined capital and surplus of not less than \$50,000,000 at the time of any such deposit.

Any other provision of this definition of Permitted Investments to the contrary notwithstanding, from and after the execution of the initial Agreement, this definition shall be deemed amended to conform to the definition set forth in such Agreement.

"Policy Costs" shall mean the amount necessary to reimburse a Reserve Fund Guarantor for any Drawdown(s) pursuant to the terms of an Agreement including, without limitation, the amount of any Drawdown, such Reserve Fund Guarantor's expenses (including any legal expenses) and interest thereon at the Reimbursement Rate until paid.

"Purchasers" shall mean, with respect to the Series 1991 Bonds, Rauscher Pierce Refsnes, Inc., Dean Witter Reynolds, Inc., First Southwest Company, Peacock, Hislop, Staley & Given, Inc. and Piper Jaffray & Hopwood, Inc.

"Rebate Fund" shall mean the Rebate Fund created pursuant to Section 10 hereof.

"Record Date" shall mean the fifteenth day of the month preceding an interest payment date (or if such day is a Saturday, Sunday or holiday, on the next preceding business day).

"Reimbursement Fund" shall mean the Reimbursement Fund created pursuant to Section 10 hereof.

"Reimbursement Period" shall mean, with respect to any Drawdown, the period commencing on the Drawdown Date and ending on the first anniversary of a Drawdown Date.

"Reimbursement Rate" shall mean the respective rate of interest to be paid by the County to reimburse a Reserve Fund Guarantor after a Drawdown as set forth in the respective Agreement.

"Representation Letter" shall mean letters to, or agreements with, a depository for Book-Entry Bonds to effectuate a book entry system with respect to certain Bonds registered in the Bond Register under the nominee name of the depository.

"Reserve Fund" shall mean the Reserve Fund created pursuant to Section 10 hereof.

"Reserve Fund Guarantor" shall mean, with respect to any series of Bonds, the issuer of a surety bond, letter of credit or line of credit or insurance policy executed and delivered to the Paying Agent as a Reserve Fund Guaranty, to be issued by an entity experienced in insuring municipal bonds or extending lines of credit with respect to municipal bonds whose insurance policies, surety bonds, letters or lines of credit will not adversely affect the Bonds' then-current rating if then rated by Moody's Investors Service or by Standard & Poor's Corporation.

"Reserve Fund Guaranty" shall mean any surety bond, letter of credit or line of credit or insurance policy executed and delivered by a Reserve Fund Guarantor to the County or the Paying Agent for the County as a reserve fund guaranty for purposes of this resolution.

"Reserve Fund Value" shall mean the value of moneys and investments credited to the Reserve Fund determined in accordance with Section 18 hereof plus the aggregate penal sums of all Reserve Fund Guaranties.

"Reserve Requirement" shall mean, initially, an amount equal to Average Annual Debt Service on the Series 1991 Bonds, which amount shall be adjusted upon the issuance of Parity Bonds to equal Average Annual Debt Service immediately after such issuance or the maximum amount the Reserve Fund is then permitted to increase under Section 148 of the Internal Revenue Code of 1986, as amended, or any comparable statutory provision limiting the amount of a reasonably required reserve and replacement fund.

"Revenue Fund" shall mean the Revenue Fund created pursuant to Section 10 hereof.

"Revenues" shall mean and include all income, moneys and receipts derived by the County from the ownership, use and operation including, without limitation, interest received on, and profits realized from the sale of, investments made with System moneys (excluding from such determination interest and profits retained in either the Construction Fund or the System Development Fund pursuant to Section 10B(8)) however, the term Revenues shall not include Bond proceeds or the interest received on any Bond proceeds placed irrevocably in trust to pay, or provide for the payment of, any Bond or Bonds Being Refunded or any amounts received which the County is contractually required to pay out as reimbursement for acquisition, construction or installation of System facilities.

"Series 1991 Bonds" shall mean the series of Bonds authorized to be issued pursuant to Section 3 hereof.

"State" shall mean the State of Arizona.

"System" shall mean the County's entire sewer system, all sewer properties of every nature hereafter owned by the County and all acquisitions, improvements and extensions added thereto by the County while any Bonds remain Outstanding, including all real and personal property of every nature comprising part of, or used or useful in connection with, the County's sewer system, and including all appurtenances, contracts, leases, franchises, and other intangibles.

"System Development Fund" shall mean the system development fund created pursuant to Section 10 hereof.

"Variable Rate Obligations" shall mean any Parity Bonds which may, in the future, bear interest at rates which cannot be determined with specificity on their original issue date.

B. Interpretation.

1. Any reference herein to the County, its Board or any officer thereof shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

2. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

3. Section headings and the table of contents hereof are solely for convenience and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

4. The words "hereof" or "herein" shall refer to this resolution.

5. All accounting reports or statements required by this resolution shall be presented in accordance with generally accepted governmental accounting principles at the date of the report or statement.

Section 3. Authorization of Bonds.

A. To advance refund the Bonds Being Refunded, there are hereby authorized to be issued not to exceed \$60,000,000 principal amount of Pima County, Arizona Sewer Revenue Refunding Bonds, Series 1991. The Bonds shall never be construed to be general obligations of the County within the meaning of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, or to create a debt of the County within the Constitution and laws of the State.

B. The Bonds are special obligations of the County payable solely from and secured as to the payment of the principal and redemption price thereof, and interest thereon, in accordance with their terms and the provisions hereof. Subject to Section 10(B) hereof, Net Revenues are pledged as security for the payment of the principal and redemption price of, and interest on the Bonds in accordance with their terms and the provisions hereof. All Net Revenues shall be immediately subject to the pledge of this resolution without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the County, irrespective of whether such persons have notice thereof. Nothing contained in this section shall be construed as limiting any authority granted elsewhere herein to issue Parity Bonds nor be deemed a limitation upon the issuance of bonds, notes or other obligations under any law pertaining to the County secured by moneys, income and funds other than the Net Revenues and other moneys and investments pledged hereunder.

Section 4. Terms of Bonds. The Series 1991 Bonds shall be dated either the first or the 15th day of the month in which the Series 1991 Bond Purchase Agreement is executed, at the option of the Chairman, shall be numbered from 1 consecutively upwards, shall be fully registered Bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, shall bear interest at a rate or rates not exceeding eight and one-half percent (8-1/2%) per

annum from the most recent January 1 or July 1 to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date, which interest shall be payable on January 1, 1992, and semiannually thereafter on July 1 and January 1 of each year during the term of each Bond. The principal of the Bonds shall be payable at the principal corporate trust office of The Valley National Bank of Arizona in Phoenix, Arizona, as Paying Agent. Interest on the Bonds shall be payable by check mailed to the Owner thereof, as shown on the Bond Register at the address appearing therein at the close of business on the Record Date. Additionally, payment may also be made by wire transfer to DTC or upon two (2) days prior written request delivered to the Paying Agent specifying a wire transfer address in the continental United States by any Owner of Bonds (other than DTC) owning an aggregate principal amount of at least \$1,000,000. No document of any nature whatsoever need be surrendered as a condition to payment of principal of and interest on Book-Entry Bonds.

All Series 1991 Bonds will be registered so as to participate in a book-entry system with DTC (the "DTC Program"). Either the Chairman or the Finance Director is authorized to execute a Representation Letter or such other documents as may be necessary for the County to participate in the DTC Program. Upon initial issuance, the ownership of the Bonds held by DTC shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto, as nominee for DTC. The County shall have no responsibility or obligation to Direct or Indirect Participants or Beneficial Owners for which DTC holds Bonds from time to time as a depository. Without limiting the immediately preceding sentence, the County shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Direct or Indirect Participant with respect to any beneficial ownership interest in the Bonds, (b) the delivery to any Direct or Indirect Participant or any person, other than a registered Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, or (c) the payment to any Direct or Indirect Participant or any other person, other than a registered Owner as shown in the Bond Register, of any amount with respect to the Bonds. No person other than an Owner as shown in the Bond Register shall receive a certificate evidencing a Bond or confirming ownership of a Book-Entry Bond.

The Series 1991 Bonds shall mature on July 1 of each year. The Series 1991 Bonds shall mature in such amounts in any of the years 1992 to 2015 as shall be acceptable to the Purchasers and accepted by the Chairman. No Series 1991 Bonds may mature later than July 1, 2015. The Series 1991 Bonds may be sold at a price which is below par, but the difference between the price for which the Series 1991 Bonds are sold and

their par value (exclusive of accrued interest) shall not be greater than 2 1/2 % of such par value.

The terms of Bonds included in any series of Parity Bonds shall be set forth in the resolution authorizing such Parity Bonds.

The Valley National Bank of Arizona is hereby appointed as the Bond Registrar and the Paying Agent. The Bond Registrar shall maintain the Bond Register for registration of ownership of each Bond. A Bond may be transferred on the Bond Register upon its delivery to the Bond Registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by such Bond's Owner or the Owner's attorney-in-fact or legal representative, containing written instructions as to the details of its transfer. Transfers shall not be effective until entered on the Bond Register.

In all cases upon the transfer of a Bond, the Bond Registrar will enter the transfer of ownership on the Bond Register and will authenticate and deliver in the transferee or transferee's name a new fully registered Bond or Bonds in denominations of \$5,000 or any integral multiple thereof (no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the Owner is entitled to receive. The County or the Bond Registrar will charge the Owner for every such transfer an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or governmental charge be paid before any such new Bond or Bonds shall be delivered.

The Bond Registrar shall keep the Bond Register showing the Bonds' Owners and all ownership transfers. Bonds presented to the Bond Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent interest payment date will be registered in the transferee's name but the related interest payment will be made to the Owners shown on the Bond Register at the close of business on the Record Date.

The Bond Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of fifteen (15) days before the selection of Bonds to be redeemed; if the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds.

Section 5. Redemption Prior to Maturity. On behalf of the County, the Chairman is authorized to agree to such provisions for redemption of the Series 1991 Bonds prior to maturity as he deems in the best interests of the County, and is authorized to include such prior redemption terms in the form of Series 1991 Bonds and to cause the Series 1991 Bonds to include such terms. The prior redemption features may include both optional and mandatory redemptions.

The Series 1991 Bonds shall be redeemed only in integral multiples of \$5,000. If less than all Outstanding Series 1991 Bonds of a single maturity are to be redeemed, the Bonds in that maturity to be redeemed shall be selected by lot in such manner as the Bond Registrar may determine.

Not more than sixty (60) nor less than thirty (30) days before any prior redemption date, the Bond Registrar shall cause a notice of any such redemption to be mailed by registered or certified mail to each Reserve Fund Guarantor and to the Owner of each Bond to be redeemed at the address shown on the Bond Register. Failure to mail notice to any Owner shall not affect the validity of the proceeding for the redemption with respect to other Owners.

On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price and accrued interest are held in separate accounts by the Paying Agent, interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest and such Bonds shall be deemed paid and no longer Outstanding.

The County may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, \$5,000. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Bond Registrar shall cause to be issued a new Bond in a principal amount which reflects the redemption so made to be authenticated and delivered to the Owner thereof.

Whenever Bonds which are subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or are delivered by the County to the Paying Agent for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against any

mandatory redemption requirements for the respective series of Bonds so purchased, redeemed or cancelled of the same maturity for such years as the County may direct.

The prior redemption terms for any Parity Bond series shall be as set forth in the resolution authorizing the issuance of such series of Bonds.

Section 6. Bond Execution. The Bonds shall be executed for the County by the Chairman and shall be attested by the Clerk by their manual or facsimile signatures and by imprinting thereon the corporate seal of the County, and such officials are authorized and directed to execute the Bonds as aforesaid.

Section 7. Source of Payment and Pledge of Revenues. The Bonds shall be payable solely from the Net Revenues. The Bonds shall be equally and ratably secured by a pledge thereof and lien thereon without priority one over the other.

Section 8. Bond Forms.

A. The Bonds shall be in substantially the form attached hereto as Exhibit A allowing those executing the Bonds to make insertions and deletions necessary to conform the Bonds to this resolution and the Offer.

B. The form of Bonds pertaining to Parity Bonds shall be determined by the County. The County shall cause the Bond forms applicable to any series of Parity Bonds to conform as nearly as practicable to the Bond form set forth in Exhibit A. Parity Bonds may be in the form of fixed interest rate obligations, Capital Appreciation Bonds or Variable Rate Obligations or any combination thereof.

Section 9. Rate Covenant. The County covenants and agrees with the Owners that it will establish and maintain rates, fees and other charges for all services supplied by the System to provide Revenues fully sufficient, after making reasonable allowance for contingencies and errors in estimates, to pay all Operating Expenses and produce aggregate Net Revenues in each Fiscal Year equal to at least one hundred twenty percent (120%) of the principal and interest requirements on all Outstanding Bonds for the corresponding Bond Year (treating Variable Rate Obligations as bearing interest at the Assumed Interest Rate and Bonds subject to mandatory redemption as maturing on their respective mandatory redemption dates).

Section 10. Creation of Funds; Application of Revenues.

A. Upon the Series 1991 Bonds' issuance, the County Treasurer shall create the following special funds and accounts to be held in trust for the Owners, Reserve Fund Guarantors or the County, as the case may be, and expended as herein provided:

1. The Pima County Sewer Revenue Bond Revenue Fund (the "Revenue Fund").

2. The Pima County Sewer Revenue Bond Operation and Maintenance Fund (the "Operation and Maintenance Fund").

3. The Pima County Sewer Revenue Bond Principal and Interest Fund (the "Bond Fund").

4. The Pima County Sewer Revenue Bond Reserve Fund Guarantor Reimbursement Fund (the "Reimbursement Fund").

5. The Pima County Sewer Revenue Bond Reserve Fund (the "Reserve Fund"), which fund also shall contain separate accounts to be known as the Capitalized Reserve Account and the Contributed Reserve Account.

6. The Pima County Sewer Revenue Bond Rebate Fund (the "Rebate Fund").

7. The Pima County Sewer Revenue Bonds System Development Fund (the "System Development Fund").

8. The Pima County Revenue Bond Sewer Construction Fund (the "Construction Fund").

B. While any Bonds are Outstanding and unpaid either as to principal or interest, the entire Revenues shall be held in the County Treasurer's custody in the Revenue Fund. The Revenue Fund shall be disbursed only for the purposes herein authorized and only in the following order of priority:

1. Operation and Maintenance Fund. First, to the Operation and Maintenance Fund, on or before the tenth (10th) day of each month, an amount which, together with any money already on deposit in said Fund, will be sufficient to pay Operating Expenses for said month. Money in the Operation and Maintenance Fund shall be used only to pay Operating Expenses. The County may accumulate in the Operation and Maintenance Fund equitable allowances for accruals and accumulations to cover periodic Operating Expenses, including such items as insurance premiums and expenditures for

renewals, replacements and repairs normally classified as Operating Expenses. Where items such as insurance, gasoline and electrical energy are purchased by the County at large, it may allocate to the System only its share of such expenditure, which allocation shall not be contestable except for fraud or willful misconduct by the County.

2. Bond Fund. Second, on or before the tenth (10th) day of each month, to the Bond Fund the following amounts in the following manner:

(a) Commencing August 10, 1991, through December 10, 1991, one-fifth (1/5), and commencing January 10, 1992, one-sixth (1/6) of the interest becoming due on the next interest payment date on all Series 1991 Bonds then Outstanding; and

(b) Commencing August 10, 1991, through June 10, 1992, one-eleventh (1/11), and commencing July 10, 1992, one-twelfth (1/12) of the principal becoming due on the next principal payment date on all Series 1991 Bonds then Outstanding.

The proceedings pertaining to the issuance of Parity Bonds shall provide for additional deposits to the Bond Fund sufficient to satisfy all additional or modified debt service requirements.

The Bond Fund shall be a trust fund used solely to pay principal of and interest on the Bonds. Moneys in the Bond Fund shall be transferred to the Paying Agent as needed to pay punctually all principal and interest as it matures or comes due.

3. Reimbursement Fund. Third, if a Drawdown shall have occurred, there shall be deposited to the Reimbursement Fund to pay Policy Costs commencing the tenth (10th) day of the first month following a Drawdown and each month thereafter for the next succeeding eleven (11) months, or until the Reimbursement Fund contains amounts sufficient to reimburse all Policy Costs or all Policy Costs with respect to such Drawdown have been paid, an amount equal to at least one-twelfth (1/12) of the aggregate Policy Costs related to the Drawdown. Moneys in the Reimbursement Fund shall be used only to pay Reserve Fund Guarantors for Policy Costs.

Policy Costs owing to a Reserve Fund Guarantor shall be paid from the Reimbursement Fund in twelve (12) equal monthly installments commencing the tenth day of the first month following a Drawdown; provided, however, that if moneys are available in the System Development Fund the Finance

Director may elect to transfer moneys to the Reimbursement Fund and then direct that any such Policy Costs be paid at an earlier date or dates. Policy Costs with respect to any Drawdown which occurs against more than one Reserve Fund Guaranty shall be reimbursed on a pro rata basis (calculated by reference to the maximum amounts available for such reimbursement).

If the County fails to repay any Policy Costs, the Reserve Fund Guarantor or Guarantors shall be entitled to exercise all remedies available to the Owners at law or under this resolution or to any Reserve Fund Guarantor under any Agreement other than (i) acceleration of the maturity of the Bonds or (ii) any other remedies which would adversely affect the Owners' rights.

All Reserve Fund Guaranties shall be held by the Paying Agent acting as fiduciary for the Owners. All Reserve Fund Guaranties shall by their terms expire no earlier than the final maturity date of the respective series for which said Reserve Fund Guaranty applies.

4. Reserve Fund. Fourth, on or before the tenth (10th) day of each month to the Reserve Fund any amounts required to be deposited to the Reserve Fund in accordance with Section 13(A)(4)(ii) if applicable, or one-twelfth (1/12) of the amount required to restore the Reserve Fund to the Reserve Requirement after a Reserve Fund withdrawal.

If, on any principal or interest payment date, a Deficiency exists, then:

- (a) If there are investments or cash in the Reserve Fund, such investment shall be liquidated and the cash and investment proceeds transferred to the Bond Fund; and
- (b) If the Deficiency is not cured after any transfers pursuant to subparagraph (a) above, then the Paying Agent shall deliver a Drawdown request to each Reserve Fund Guarantor. All Drawdowns and Reserve Fund proceeds shall be applied solely to pay the interest on, and principal of, the Bonds then due.

All money so taken from the Reserve Fund to pay such principal and interest shall be replaced therein from the first moneys in the Revenue Fund thereafter received which are not required for current transfers into the Operation and Maintenance, Bond or Reimbursement Funds pursuant to subparagraphs (1), (2) and (3) of this Subsection.

The Reserve Fund shall contain two accounts, the Contributed Reserve Account and the Capitalized Reserve Account. The two accounts are created to segregate Reserve Fund moneys and investments to provide a means of tracking such deposits and investment income thereon for arbitrage rebate purposes. All Reserve Fund deposits made from Net Revenues or other available moneys of the County shall be deposited to the Contributed Reserve Account. All Bond proceeds deposited to the Reserve Fund shall be deposited in the Capitalized Reserve Account. Any proceedings hereinafter taken with respect to Parity Bonds may specify the amount to be deposited to either Account, so long as the minimum amount required by this resolution to be deposited to the Reserve Fund shall be so deposited. All Reserve Fund Guaranties shall be deemed deposited to, and a part of, the Capitalized Reserve Account.

If, after a Reserve Fund withdrawal, the Reserve Requirement exceeds the Reserve Fund Value, unless otherwise provided herein, such deficiency shall be made up over a twelve (12) month period by deposit of twelve (12) substantially equal payments to the Contributed Account of the Reserve Fund.

5. Rebate Fund. Fifth, to the Rebate Fund the balance remaining in the Revenue Fund until the amount in the Rebate Fund equals the amount to be deposited in the Rebate Fund for arbitrage rebate purposes during such Bond Year as determined by the Finance Director.

6. System Development Fund. Sixth, any moneys in the Revenue Fund exceeding the amounts necessary to be placed in the Operation and Maintenance Fund, the Bond Fund, the Reimbursement Fund, the Reserve Fund and the Rebate Fund shall be deposited in the System Development Fund. After all payments have been made in any month, moneys in the System Development Fund may be used (without priority): (1) for System extensions and betterments; (2) for unbudgeted maintenance and operation expenses; (3) for the redemption of Bonds then subject to optional redemption prior to maturity or to purchase from time to time in the open market any Outstanding Bonds as the Finance Director deems proper; (4) to pay general obligation bonds issued by the County for acquisition of the System or for construction of additions or improvements to the System; (5) to make loans to the County to be used for any lawful County purpose under equitable terms prescribed by the Board; or (6) used for any lawful System purpose.

7. The money in the Revenue Fund shall be allotted and paid into the various Funds hereinbefore established in the order in which said Funds are listed and if in any month the money in the Revenue Fund is insufficient to

make the required deposits to any Fund, the insufficiency shall be made up in the following month or months after payment into all Funds enjoying a prior claim to the Revenues has been met in full.

8. Money on deposit in the Revenue Fund, the Operation and Maintenance Fund, the Bond Fund, the Reserve Fund, the Reimbursement Fund and the Rebate Fund may be invested and reinvested by the County in Permitted Investments. All income derived from such investments shall be regarded as System Revenues and shall be deposited in the Revenue Fund. Such investments shall be liquidated as needed and the proceeds applied to the purpose for which the respective fund or account was created. Moneys in the Construction and System Development Funds may be invested in any investment which the County is permitted by law from time to time to make. At the option of the Finance Director, income derived from investments of moneys in either the Construction or System Development Funds shall be deposited to either the Revenue Fund or retained in the respective Fund.

Section 11. Covenants Regarding the System. The County covenants and agrees with each Owner that it will:

A. Permit no free sewer services to be furnished to any consumer or user;

B. Maintain the System in good condition and operate the same in an efficient manner and at reasonable cost;

C. Maintain insurance on all System properties (which may be in the form of or include an adequately-funded program of self-insurance) of the type and with the coverage normally carried by municipalities or private companies engaged in a similar business. System self-insurance may be maintained either separately or in connection with any County-wide self-insurance program; provided, that (i) any such program is in writing and has been adopted by the Board and (ii) an independent insurance or actuarial consultant appointed by the County annually reviews and certifies to the County in writing that any such program is adequate and actuarially sound. The proceeds of any such insurance, except public liability insurance, received by the County shall be pledged as security for the Bonds until used to replace the System parts damaged or destroyed, or if not so used, shall be placed in the Revenue Fund in addition to all other moneys required to be deposited therein;

D. Cause to be kept proper books and accounts adapted to the System, and cause the books and accounts to be audited after each Fiscal Year by a recognized independent

certified public accountant firm in accordance with generally accepted governmental accounting practices;

The County will furnish copies of such audits to any Reserve Fund Guarantor and to any Owner at their request, no later than one hundred eighty (180) days after the end of each Fiscal Year;

E. Faithfully and punctually perform all its duties concerning the System required by the Constitution and laws of the State of Arizona;

F. Not sell, lease, mortgage or in any manner dispose of the System or any part thereof, including any extensions and additions that may be added thereto, until all Bonds and any County obligations under any Agreement have been paid or provided for in full. This covenant shall not be construed to prevent the disposition of property which the County determines to be inexpedient for use in connection with the System. All proceeds from such disposition shall be deposited in the Revenue Fund;

G. Prior to each Fiscal Year, prepare and adopt a budget showing the estimated Revenues and Operating Expenses for System operation and maintenance for the ensuing Fiscal Year, and will undertake to operate the System within such budget to the best of its ability. Copies of such budgets and amendments thereto will be made available to any Owner upon request;

H. To the extent allowed by law, discontinue the service to any premises for which the owner or occupant shall be delinquent in the payment of System charges for a period beyond the period allowed by County policy from time to time, not resume the service until all delinquent charges, with interest and penalties, shall have been paid, and do all things and exercise all remedies legally available to assure the prompt payment of System charges;

I. Duly pay and discharge, from time to time, or cause to be paid and discharged, all taxes, assessments or other governmental charges, if any, lawfully imposed upon the System, or upon any Revenues when the same shall become due, as well as any lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon the System, or upon any Revenues, or which might impair the security of the Bonds and subject to the provisions hereof, will duly observe and conform to all valid governmental requirements pertaining to the System and to all covenants, terms and conditions hereof;

J. Deposit the net proceeds realized by the County from any eminent domain proceeding concerning the System in the Revenue Fund;

K. To the extent allowed by law, refuse to grant any franchise or permits for any competing sewer system operation in the County. This covenant shall not prohibit the County from entering into "privatization" contracts, agreements or other similar arrangements with private parties.

L. Not cause or permit the moneys in the Bond Fund, the Reimbursement Fund, the Reserve Fund or the Construction Fund to be invested in any investments except Permitted Investments.

M. Not violate the terms of any Agreement and will give all notices and perform all acts and abide by all promises contained in such Agreement or Agreements.

Section 12. Remedies of Owners. Any Owner may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues, enforce and compel performance of all duties imposed upon the County by the provisions hereof or seek the appointment of a receiver as herein provided.

If any default occurs in the payment of principal of or interest on any Bonds, then upon the filing of suit by an Owner, any court having jurisdiction of the action may appoint a receiver to administer the System for the County with power to charge and collect fees sufficient to pay all Operating Expenses and to make all required payments to the Bond, Reimbursement and Reserve Funds.

Section 13. Equality of Lien; Parity Bonds. The Bonds shall each enjoy complete parity of lien on the Net Revenues despite the fact that any Bond may have been delivered before any other Bonds. The County will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues having priority over or parity with the Bonds herein authorized; provided, however, that additional Parity Bonds may be issued on a parity with the Bonds herein authorized under the following conditions, but not otherwise:

A. Parity Bonds may be issued on a parity with the Bonds herein authorized only if all the following conditions are met:

1. The Net Revenues for the completed Fiscal Year immediately preceding the issuance of the Parity Bonds must have been at least equal to one hundred twenty percent (120%) of Maximum Annual Debt

Service on all Bonds to be Outstanding immediately after issuance of such Parity Bonds as shown by a certificate signed by the Finance Director. For the purposes of the computation required by this subsection, additional amounts may be added to the Net Revenues of the preceding Fiscal Year, as follows: (i) If all or part of the proceeds of the Parity Bonds are to be expended for the acquisition of existing sewer properties, the net revenues which would have been derived from the operation of such acquired sewer properties during the entire immediately preceding Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues, (ii) if during such preceding Fiscal Year the County has acquired existing sewer properties, the net revenues which would have been derived from the operation of such sewer properties during such Fiscal Year had such sewer properties been acquired and operating throughout such Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues, and (iii) if during such preceding Fiscal Year the County shall have increased its System rates, fees and charges, the increased amount which would have been received during such Fiscal Year had such increase been in effect throughout such Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues;

2. The payments required to be made into the various Funds provided in Section 10 hereof must be current at the time of issuance of the Parity Bonds;

3. The additional Parity Bond proceeds must be used solely to make extensions, renewals, improvements, or replacements to the System or to refund any Bonds; and

4. The Reserve Fund Value shall be increased with respect to such Parity Bonds, at the Board's option, by: (i) the immediate deposit of Parity Bond proceeds or available moneys of the County to the Reserve Fund or the immediate delivery of a Reserve Fund Guaranty to the Paying Agent, or any combination thereof in order for the Reserve Fund Value to equal or exceed the Reserve Requirement immediately after issuance of such Parity Bonds; or (ii) deposits of Net Revenues to the Reserve Fund in approximately equal monthly installments on the 10th

day of each month such that the Reserve Fund Value will equal or exceed the increased Reserve Requirement not later than the expiration of five years following the initial delivery of such Parity Bonds; or (iii) any combination of the methods described in clauses (i) and (ii) above in an aggregate amount equal to the increase in the Reserve Requirement resulting from the issuance of such Bonds.

B. Any provision of this Section 13 to the contrary notwithstanding, one series of Parity Bonds having an aggregate principal amount of not to exceed \$7,000,000 may be issued prior to January 1, 1992, subject only to the conditions set forth in subparagraphs 2 through 4 of subsection A of this Section 13 but without regard to any requirements set forth in subparagraph 1 of subsection A.

Section 14. Bond Proceeds.

A. From the Series 1991 Bond proceeds, all accrued interest shall be deposited in the Bond Fund. All Series 1991 Bond proceeds not retained in the Bond Fund shall be delivered to the Trustee and shall be invested or expended by the Trustee as directed in the Depository Trust Agreement. The proceeds so invested or cash held by the Trustee, shall be held in trust by The Valley National Bank of Arizona, as the trustee (the "Trustee"), under the Depository Trust Agreement. After all the Bonds Being Refunded shall have become due and payable through maturity or redemption prior to maturity, any moneys or investments remaining under the Depository Trust Agreement over and above the amount necessary to be retained to pay any Bonds Being Refunded not yet presented shall be returned to the County and deposited in the Bond Fund.

B. Upon delivery of the Series 1991 Bonds, the Treasurer is ordered and directed to transfer from the reserve funds pertaining to the Bonds Being Refunded to the Construction Fund herein created all moneys and investments in such reserve funds, except amounts required by the Depository Trust Agreement to be transferred to the Trustee. All moneys so deposited to the Construction Fund shall be expended for the purposes for which the Bonds Being Refunded were originally issued.

C. All moneys deposited to the Construction Fund from the proceeds of Parity Bonds shall be held and expended solely for the purposes for which such Parity Bonds were issued.

Section 15. Resolution Incorporated Into the Bonds. The provisions of this resolution are deemed incorporated into the Bonds themselves and no change, variation or alteration of any kind in the provisions hereof shall be made in any manner, except as provided in the following Section and Section 17 hereof, until all Outstanding Bonds and interest due thereon have been paid in full or fully provided for.

Section 16. Resolution Modification.

A. Without the consent of or notice to any of the Owners, the County may modify this resolution for one or more of the following purposes:

(1) To cure any ambiguity or formal defect or omissions herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein.

(2) To grant or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(3) To secure additional Revenues for the System or provide additional security or reserves for the payment of the Bonds;

(4) To comply with the requirements of any federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(5) To permit, preserve or continue (in the event of a change in federal income tax laws (the "Code") which requires a Supplement hereto in order to continue such exclusion) the exclusion of the interest income borne on the Bonds from gross income as defined by the Code or the exemption from State income taxes and to preserve the power of the County to continue to issue bonds or other obligations (specifically not limited to the Bonds authorized hereby) the interest income on which is likewise excluded from gross income as defined by the Code for federal income tax purposes and exempt from State income taxes;

(6) To conform the definition of Permitted Investments to the definition set forth in the initial Agreement;

(7) To vest in any Reserve Fund Guarantor the rights same rights afforded herein to any Owner or to any other Reserve Fund Guarantor;

(8) To provide such remedies and assurances as may be necessary to induce Reserve Fund Guarantors to issue Reserve Fund Guaranties or to induce Bond Insurers to issue Municipal Bond Insurance Policies with respect to the Bonds, and to conform this Resolution to the Initial Agreement.

B. Except as provided in Subsection A of this Section 16, the Owners of fifty-one percent (51%) in aggregate principal amount (treating the Accreted Value of a Capital Appreciation Bond at the time of calculation as its principal amount) of the Bonds then Outstanding (not including in any case any Bonds that may then be held or owned by or for the County) shall have the right from time to time to consent to and approve the adoption by the Board of a resolution or resolutions modifying or amending any terms or provisions contained herein; provided, however, that this resolution may not be so modified or amended in any manner which:

1. Changes the maturity of any Outstanding Bond.

2. Changes the interest rate on any Outstanding Bond.

3. Reduces the principal or redemption premium payable on any Bond.

4. Modifies the principal, interest or redemption premium payment terms on any Bond or imposes any adverse conditions on such payments.

5. Adversely affects the rights of the Owners of less than all Bonds then Outstanding.

Whenever the County shall propose to amend or modify this resolution, it shall cause notice of the proposed amendment to be mailed by first class mail, postage prepaid to each Owner. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file with the Clerk for public inspection.

If, within one (1) year from said mailing, there shall be filed with the Clerk an instrument or instruments executed by the Owners of at least fifty-one percent (51%) in aggregate principal amount (treating the Accreted Value of a Capital Appreciation Bond at the time of calculation as its principal amount) of the Bonds then Outstanding referring to the proposed amendatory resolution described in said notice and specifically consenting to and approving its adoption, the Board may adopt such amendatory resolution and such resolution shall become effective.

If the Owners of at least fifty-one percent (51%) in aggregate principal amount (treating the Accreted Value of a Capital Appreciation Bond at the time of calculation as its principal amount) of the Bonds Outstanding at the time of the adoption of such amendment, or the predecessors in title of such Owners, shall have consented to the adoption thereof as herein provided, no Owner shall have any right or interest to object to such amendment's adoption or to object to any terms or provisions therein contained or to the operation thereof or to enjoin or restrain the County or the Board from taking any action pursuant thereto.

Any consent given by the Owner shall be irrevocable for six (6) months from the mailing date above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked after such six (6) months' period by the Owners who gave such consent or by a successor in title by filing a notice of revocation with the Clerk but such revocation shall not be effective if the Owners of fifty-one percent (51%) in aggregate principal amount (treating the Accreted Value of a Capital Appreciation Bond at the time of calculation as its principal amount) of the Bonds Outstanding have, prior to the attempted revocation, consented to and approved such amendment.

The fact and date of any consent or revocation's execution may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to acknowledge deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of such person's holding the same may be proved by a certificate executed by the Bond Registrar showing that on the date therein mentioned such person was shown as the Owner of the Bonds on the Bond Register.

Section 17. Rights of Reserve Fund Guarantors;
Rights of Bond Insurers.

A. If any Bond's principal or interest shall be paid by a Reserve Fund Guarantor, (i) the pledge of the Net Revenues and all of the County's covenants, agreements and other obligations to the Owner hereunder shall continue to exist and such Reserve Fund Guarantor shall be fully subrogated to all of such Owner's rights in accordance with the respective Agreement.

B. For all purposes hereunder, the County may treat the consent of any Bond Insurer as the consent of the Owners of any Bonds then insured by such Insurer, if such Bond Insurer's insurance is then in effect and if the credit of said Insurer is then such that Bonds insured by it are rated, because of such insurance, in one of the two highest grades of municipal securities by one of the two most widely recognized rating agencies then rating municipal bond credits.

Section 18. Method of Valuation; Frequency. In computing the amount in any fund or account, Permitted Investments shall be valued at their market value. With respect to all Funds and Accounts, valuation shall occur annually and immediately upon a withdrawal from the Reserve Fund.

Section 19. Prior Redemption of Bonds Being Refunded. The Treasurer is ordered and directed to retain an amount of Series 1991 Bond proceeds and moneys in the redemption funds for the Bonds Being Refunded sufficient to pay on the prior redemption date all principal, interest and redemption premiums on all the Pima County, Arizona, Sewer Revenue Bonds, Series of 1980; which Bonds are called for redemption on September 1, 1991 if the Series 1991 Bonds are issued prior to July 25, 1991. If the Series 1991 Bonds are initially issued after July 25, 1991, the Series 1980 Bonds are called for redemption on a date occurring not more than 60 days after such issuance. The Clerk of this Board is directed to publish and mail a notice of redemption of the Series 1980 Bonds in the manner directed by this Board's Resolution No. 1979-185. The Treasurer is ordered and directed to pay the premium, accrued interest to the redemption date only and principal on the Series 1980 Bonds upon presentation and surrender on or after the redemption date.

If the Series 1991 Bonds are issued and the Depository Trust Agreement is fully funded, the remaining Bonds Being Refunded shall be called for redemption in accordance with the following schedule:

<u>Name of Series</u>	<u>Prior Redemption Date</u>
Series 1984	July 1, 1994
Refunding Series 1985	July 1, 1993
Project of 1985	July 1, 1995
Project of 1986	July 1, 1995
Series of 1988	July 1, 1997

Bonds of any of the above-mentioned series maturing on or before the prior redemption date will be paid in the normal manner.

Section 20. Defeasance. Payment of all or any part of the Bonds may be provided for by the irrevocable deposit with a trustee of moneys or Government Obligations, or both. The moneys and the maturing principal and interest income on such Government Obligations, if any, shall be sufficient, as evidenced by a certificate of an independent certified public accountant, a firm of such accountants or an actuary, or firm of actuaries, or other experts in the field who shall calculate the sufficiency of the subject moneys and Government Obligations to pay when due the principal or redemption price of and interest on such Bonds. The moneys and Government Obligations shall be held by a trustee irrevocably in trust for the Owners of such Bonds solely for the purpose of paying the principal or redemption price of and interest on such Bonds as the same shall mature, come due or become payable upon prior redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable, to the trustee as to the dates upon which any such Bonds are to be redeemed prior to their respective maturities, if applicable.

If payment of Bonds is so provided for, the Trustee shall mail a notice so stating to each Owner of a Bond so provided for.

Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed Outstanding hereunder or secured hereby. The obligation of the County in respect of such Bonds shall nevertheless continue but the Owners thereof shall thereafter be entitled to payment only from the moneys or Government Obligations deposited with the trustee to provide for the payment of such Bonds.

No Bond may be so provided for if, as a result thereof or of any other action in connection with the provision for payment of such Bond, the interest payable on any Bond is thereby made subject to federal income taxes. The trustee and the County may rely upon an opinion of a nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this Section will not be breached by so providing for the payment of any Bonds.

Section 21. Bond Purchase Agreement Form; Authorization to Execute. A Bond Purchase Agreement substantially in the form attached hereto and marked Exhibit E is approved and the Chairman is authorized to execute such Bond Purchase Agreement, and Clerk to attest, and to cause such Bond Purchase Agreement to be delivered to the Purchasers upon receiving and approving the Offer. The Bond Purchase Agreement, when so executed and delivered, shall evidence the County's agreement to sell the Series 1991 Bonds to the Purchasers in accordance therewith.

The County Treasurer is authorized and directed to cause the Series 1991 Bonds to be authenticated by the Bond Registrar and to be delivered to or upon the Purchaser's order upon payment therefor and satisfaction of all conditions for delivery thereof in accordance with the terms hereof and of the Bond Purchase Agreement.

Section 22. Authorization of Certain Agreements.

A. For and on behalf of the County, the Chairman, the Treasurer and the Clerk (as applicable) are authorized and directed to execute, attest and deliver the following agreements:

1. The Depository Trust Agreement (see Exhibit B hereto) and
2. The Bond Registrar and Paying Agent Agreement (see Exhibit C hereto),

each in substantially the form attached hereto with such changes as may be approved by such officials whose signatures thereon shall be conclusive evidence of such approval.

B. The Chairman is authorized to execute and deliver an Agreement pertaining to the Series 1991 Bonds between the County and the initial Reserve Fund Guarantor.

Section 23. Approval of Official Statement. The use and distribution of the Preliminary Official Statement pertaining to the original issuance of the Series 1991 Bonds in the form now on file with the Clerk is approved and is "deemed final" (except for permitted omissions) by the County as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1). Either the Chairman or the Finance Director is authorized on behalf of the County and in such person's official capacity, to complete the Official Statement relating to the Series 1991 Bonds with such modifications, changes and supplements as may be necessary to conform the Official Statement to the terms set forth in the Series 1991 Bond Purchase Agreement. Such officers shall approve or authorize and certify, or otherwise represent, that such official statement is the final official statement for the Series 1991 Bonds for the purposes of the Securities and Exchange Commission Rule 15c2-12(b)(3) and (4).

The Chairman is further authorized to use and distribute, or authorize the use and distribution of, the final official statement and supplements thereto in connection with the original issuance and sale of the Series 1991 Bonds as may in the Chairman's judgment be necessary or appropriate.

The Chairman and the Clerk are also authorized to sign and deliver, on behalf of the County, and in their official capacities, such certificates in connection with the accuracy of the final official statement and any amendment thereto as may, in their judgment, be necessary or appropriate.

Section 24. Federal Tax Law Covenants. In consideration of the purchase and acceptance of the Bonds by the Owners and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the County covenants with the Owners neither to take nor fail to take any action which action or failure to act is within its power and authority and which would result in the interest income on the Bonds becoming includable in gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

The County agrees that it will comply with such requirement(s) and will take any such action(s) as in the opinion of a nationally recognized bond counsel ("Bond Counsel") are necessary to prevent interest income on the Bonds becoming includable in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained herein; to pay to the United States of America any required amounts representing rebates of investment income relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with proceeds of the Bonds; and limiting the use of Bond proceeds.

To determine which Series 1991 Bonds are issued for advance refunding purposes and which are issued for prior redemption of the Series 1980 Bonds, the Finance Director is authorized and directed to allocate the various maturities of the Series 1991 Bonds to the Bonds Being Refunded. Such allocation shall be deemed binding upon the County and this Board. Such allocation shall be set forth in the County's no arbitrage statement executed and delivered with respect to the Series 1991 Bonds.

Section 25. Ratification of Actions. All actions of the officers and agents of the County that conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution, whether heretofore or hereafter taken, shall be

and are ratified, confirmed and approved. The proper officers and agents of the County are authorized and directed to do all such acts and things and to execute and deliver all such documents for the County as may be necessary to carry out the terms and intent hereof.

Section 26. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Adopted and approved this 18th day of June, 1991.

Reg Morrison
Chairman, Board of Supervisors

ATTEST:

Jane S Williams
Clerk, Board of Supervisors

APPROVED AS TO FORM:

Frank [Signature]
Bond Counsel

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1991-138 was duly passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on June 18, 1991, and the vote was 4 aye's and 1 nay's and that the Supervisors were present thereat.

Jane S Williams
Clerk, Board of Supervisors of
Pima County, Arizona

EXHIBIT A TO BOND RESOLUTION

(Face of Bond)

PIMA COUNTY, ARIZONA
SEWER REVENUE REFUNDING BOND
SERIES 1991

Number:

Denomination:

Interest

Rate :

Maturity Date:

Original

Issue Date:

CUSIP:

Registered Owner:

Principal Amount:

PIMA COUNTY, ARIZONA, for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

Certain bonds of the series of which this bond is one are subject to call for redemption prior to maturity in accordance with the terms set forth on the reverse of this bond.

Interest is payable on January 1 and July 1 of each year commencing January 1, 1992 and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original issue date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months having thirty (30) days each.

Principal, interest and any premium are payable in lawful money of the United States of America. Interest will be paid by check payable in such money payable to the order of and mailed to the registered owner at the address shown on the registration books maintained by the registrar at the close of business on the record date as explained on the reverse hereof. Additionally, payment may also be made by wire transfer to DTC or to any Owner of Bonds (other than DTC) in an aggregate principal amount of at least \$1,000,000 upon two (2) days' prior written request delivered to the Paying Agent by such Owner specifying a wire transfer address in the continental United States. The principal and any premium will be paid when due to the registered owner upon surrender of

this bond for payment at the designated office of the paying agent, which on the original issue date is the principal corporate trust office of The Valley National Bank of Arizona, Phoenix, Arizona; provided, however, that no such surrender shall be required if this bond is participating in the book-entry system pursuant to the resolution mentioned in the reverse hereof.

See the reverse side of this bond for additional provisions.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed.

The County has caused this bond to be executed by the Chairman of its Board of Supervisors and attested by its Clerk, which signatures may be facsimile signatures. This bond is not valid or binding upon the County without the manually affixed signature of an authorized representative of the registrar.

PIMA COUNTY, ARIZONA

(Facsimile)

Chairman

ATTEST:

(Facsimile)

Clerk

(SEAL)

DATE OF AUTHENTICATION AND REGISTRATION: _____

AUTHENTICATION CERTIFICATE

This bond is one of the Pima County, Arizona Sewer Revenue Refunding Bonds, Series 1991, described in Resolution No. 1991-___ mentioned on the reverse hereof.

THE VALLEY NATIONAL BANK OF ARIZONA,
as Registrar

By _____
Authorized Representative

(Form of Reverse Side of Bond)

This bond is one of a series of bonds in the aggregate principal amount of \$_____ of like date, tenor and effect except as to amount, rate of interest, number and maturity date, issued pursuant to the Constitution and laws of the State of Arizona and Resolution No. 1991-____ adopted by the Board of Supervisors of Pima County on _____, 1991 (the "Bond Resolution"), for the purpose of providing funds with which to advance refund all of the County's outstanding sewer revenue bonds and to pay all legal, financial consultant, engineering and other necessary costs in connection therewith.

This bond and the series of which it is a part are payable as to both principal and interest from and secured by a prior and paramount lien and pledge of the revenues, proceeds and receipts to be derived by the County from the operation of the County's sewer system (the "System"), subject only to the payment of the reasonable and necessary cost of operating and maintaining the System and any payments with respect to prior lien bonds. For purposes of this bond the term "prior lien bond" shall refer to: (i) Pima County, Arizona, Sewer Revenue Bonds, Series 1980, dated February 1, 1980, (ii) Pima County, Arizona, Sewer Revenue Bonds, Series 1984, dated April 1, 1984, (iii) Pima County, Arizona, Sewer Revenue Refunding Bonds, Series 1985, dated December 1, 1985, (iv) Pima County, Arizona, Sewer Revenue Bonds, Project of 1985, dated April 1, 1986, (v) Pima County, Arizona, Sewer Revenue Bonds, Project of 1986, Series A (1986), dated October 1, 1986, and (vi) Pima County, Arizona, Sewer Revenue Bonds, Series of 1988, dated March 1, 1988; which were refunded by the series of which this bond is a part. Reference is made to the Bond Resolution for a more complete statement of the provisions made to secure payment hereof, the revenues from which and conditions under which this bond is payable, statements of the terms under which the Bond Resolution may be modified, and the general covenants and provisions pursuant to which this bond is issued. Said income and revenues are required by the Bond Resolution to be fully sufficient to pay the cost of operating and maintaining the System and to pay the principal of and interest on this Bond promptly as each becomes due and payable. The County has covenanted and does hereby covenant that it will fix and impose such rates and charges for the System's services and will collect and account for sufficient revenues to pay promptly the principal of and interest on this bond and all bonds on a parity with this bond. This bond and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Bond Resolution and no holder hereof shall have the right to compel any exercise of the taxing power of the County to pay this bond or the interest hereon. This bond does not constitute an indebtedness or pledge of the County's general credit within

the meaning of any constitutional, charter or statutory provisions relating to the incurring of indebtedness.

Bonds maturing on or before July 1, 19__, are not subject to call for redemption prior to maturity. Bonds maturing on or after July 1, 19__, are subject to call for redemption prior to maturity, in whole at any time or in part, on July 1, 19__, or on any interest payment date thereafter, at the option of the County, by the payment of a redemption price equal to the principal amount of each bond called for redemption plus accrued interest to the date fixed for redemption plus a premium payable from any source lawfully available therefor, the premium (calculated as a percentage of the principal amount of the bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 1, 19__ through and including January 1, 19__	
July 1, 19__ through and including January 1, 19__	
July 1, 19__ through and including January 1, 19__	
and thereafter without premium.	

The bonds may be redeemed in any order of maturity designated by the County and only in integral multiples of \$5,000. If less than all of the bonds outstanding of a single maturity are to be redeemed, the bonds in that maturity to be redeemed shall be selected by lot in such manner as the registrar may determine.

Bonds of the series of which this bond is one maturing on July 1, ____ are subject to mandatory redemption, by lot to be selected by the Paying Agent at a redemption price of par and accrued interest to the date fixed for redemption, without premium on July 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Amount to be Redeemed</u>
-------------	------------------------------

Notice of redemption of any bond will be mailed to the registered owner of the bond or bonds being redeemed at the address shown on the bond register maintained by the bond registrar, such mailing to be not more than sixty (60) nor less than thirty (30) days prior to the redemption date. Failure to properly give notice of redemption shall not affect the redemption of any bond for which notice was properly given.

The registrar or paying agent may be changed by the County without notice.

This bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the principal corporate trust office of The Valley National Bank of Arizona, Phoenix, Arizona, upon surrender and cancellation of this bond, but only in the manner and subject to the limitation and upon payment of the charges provided in the Bond Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes required by law. The County has chosen the fifteenth day of the month preceding an interest payment date (or if such day is a Saturday, Sunday or holiday, on the next preceding business day) as the record date for this series of bonds. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the record date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the record date.

The registrar may but need not register the transfer of a bond which has been selected for redemption and need not register the transfer of any bond for a period of fifteen (15) days before a selection of bonds to be redeemed; if the transfer of any bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the bond or bonds.

Bonds of this issue are issuable only in fully registered form in the denomination of \$5,000 each or integral multiples of \$5,000.

The County, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as

though they were written out in full according to applicable laws or regulations:

TEN COM-as tenants in common	UNIF GIFT/TRANS MIN ACT-
TEN ENT-as tenants by the	Custodian_____
entireties	(Cust) (Minor)
JT TEN-as joint tenants with	under Uniform Gifts/Transfers
right of survivorship	to Minors Act_____
and not as tenants	(State)
in common	

Additional abbreviations may also be used though not in list above

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered bond in every particular without alteration or enlargement or any change whatsoever

Signature Guaranteed:

Commercial bank, trust company
or member of a national securities
exchange

Certificate of Clerk

Board of Supervisors of Pima County, Arizona

State of Arizona }
County of Pima } ss

I, Jane S. Williams, do hereby certify that I am the duly appointed, qualified, and acting Clerk of the Board of Supervisors of Pima County, Arizona.

I further certify that the attached resolution entitled

RESOLUTION NO. 1991-182

RESOLUTION AMENDING RESOLUTION NO. 1991-138 AND
RATIFYING THE ADOPTION OF RESOLUTION NO. 1991-138
AS HEREIN AMENDED.

(See attached copy)

is a true and correct copy of a resolution passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on the
6th day of August, 19 91, *at which a quorum was present, and that the original resolution is officially of record in my possession.*

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Board of Supervisors of Pima County, Arizona, this
23rd day of August, 19 91.

Jane S. Williams
Clerk

RESOLUTION NO. 1991-132

RESOLUTION AMENDING RESOLUTION NO. 1991-138 AND RATIFYING THE ADOPTION OF RESOLUTION NO. 1991-138 AS HEREIN AMENDED.

WHEREAS, the Board of Supervisors of Pima County, Arizona, has heretofore adopted its Resolution No. 1991-138 authorizing issuance of Pima County Sewer Revenue Refunding Bonds, Series 1991; and

WHEREAS, the County has now been presented with a commitment to purchase a reserve fund guaranty from Financial Guaranty Insurance Company ("FGIC"); and

WHEREAS, in order to purchase the reserve fund guaranty from FGIC, Resolution No. 1991-138 must be amended to conform as a condition to the issuance of a reserve fund guaranty by FGIC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

Resolution No. 1991-138 be amended to read as follows (fully capitalized words indicate new matter; strike throughs indicate deleted matter):

A. That Section 9 of Resolution No. 1991-138 be amended to read as follows:

Section 9. Rate Covenant. The County covenants and agrees with the Owners that it will establish and maintain rates, fees and other charges for all services supplied by the System to provide Revenues fully sufficient, after making reasonable allowance for contingencies and errors in estimates, to pay all Operating Expenses and produce aggregate Net Revenues in each Fiscal Year equal to at least one hundred twenty percent (120%) of the principal and interest requirements on all Outstanding Bonds for the corresponding Bond Year (treating Variable Rate Obligations as bearing interest at the Assumed Interest Rate and Bonds subject to mandatory redemption as maturing on their respective mandatory redemption dates) AND SAID RATES, FEES AND OTHER CHARGES SHALL ALSO BE ESTABLISHED AND MAINTAINED AT RATES SUFFICIENT TO PROVIDE AN AMOUNT OF NET REVENUES FOR THE THEN CURRENT FISCAL YEAR WHICH, NET OF THE AGGREGATE AMOUNTS REQUIRED TO BE DEPOSITED TO THE BOND FUND DURING SUCH FISCAL YEAR, WILL BE SUFFICIENT TO PROVIDE AT LEAST ONE HUNDRED PERCENT (100%) OF THE CITY'S POLICY COSTS DUE AND OWING IN SUCH FISCAL YEAR.

B. That Section 10B(2) be amended to read as follows:

2. Bond Fund. Second, on or before the tenth (10th) day of each month, to the Bond Fund the following amounts in the following manner:

(a) Commencing ~~August~~ SEPTEMBER 10, 1991, through December 10, 1991, ~~one-fifth (1/5)~~ ONE-FOURTH (1/4), and commencing January 10, 1992, one-sixth (1/6) of the interest becoming due on the next interest payment date on all Series 1991 Bonds then Outstanding; and

(b) Commencing ~~August~~ SEPTEMBER 10, 1991, through June 10, 1992, ~~one-eleventh (1/11)~~ ONE-TENTH (1/10), and commencing July 10, 1992, one-twelfth (1/12) of the principal becoming due on the next principal payment date on all Series 1991 Bonds then Outstanding.

The proceedings pertaining to the issuance of Parity Bonds shall provide for additional deposits to the Bond Fund sufficient to satisfy all additional or modified debt service requirements.

The Bond Fund shall be a trust fund used solely to pay principal of and interest on the Bonds. Moneys in the Bond Fund shall be transferred to the Paying Agent as needed to pay punctually all principal and interest as it matures or comes due.

C. That Section 12 be amended to read as follows:

Section 12. Remedies of Owners. Any Owner may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues, enforce and compel performance of all duties imposed upon the County by the provisions hereof or seek the appointment of a receiver as herein provided.

If any default occurs in the payment of principal of or interest on any Bonds, then upon the filing of suit by an Owner, any court having jurisdiction of the action may appoint a receiver to administer the System for the County with power to charge and collect fees sufficient to pay all Operating Expenses and to make all required payments to the Bond, Reimbursement and Reserve Funds.

FOR ALL PURPOSES OF SECTION 12, EXCEPT THE GIVING OF NOTICE OF DEFAULT TO BONDHOLDERS, THE BOND INSURER SHALL BE DEEMED TO BE THE SOLE HOLDER OF THE BONDS IT HAS INSURED FOR

SO LONG AS IT HAS NOT FAILED TO COMPLY WITH ITS PAYMENT OBLIGATIONS UNDER THE BOND INSURANCE POLICY.

D. That Section 13A(1) be amended to read as follows:

1. The Net Revenues for the completed Fiscal Year immediately preceding the issuance of the Parity Bonds must have been at least equal to one hundred twenty percent (120%) of Maximum Annual Debt Service on all Bonds to be Outstanding immediately after issuance of such Parity Bonds AND SAID NET REVENUES MUST ALSO HAVE BEEN SUFFICIENT TO PROVIDE AN AMOUNT OF NET REVENUES FOR THE THEN CURRENT FISCAL YEAR WHICH, NET OF THE AGGREGATE AMOUNTS REQUIRED TO BE DEPOSITED TO THE BOND FUND DURING SUCH FISCAL YEAR, WILL BE SUFFICIENT TO PROVIDE AT LEAST ONE HUNDRED PERCENT (100%) OF THE CITY'S POLICY COSTS DUE AND OWING IN SUCH FISCAL YEAR as shown by a certificate signed by the Finance Director. For the purposes of the computation required by this subsection, additional amounts may be added to the Net Revenues of the preceding Fiscal Year, as follows: (i) If all or part of the proceeds of the Parity Bonds are to be expended for the acquisition of existing sewer properties, the net revenues which would have been derived from the operation of such acquired sewer properties during the entire immediately preceding Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues, (ii) if during such preceding Fiscal Year the County has acquired existing sewer properties, the net revenues which would have been derived from the operation of such sewer properties during such Fiscal Year had such sewer properties been acquired and operating throughout such Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues, and (iii) if during such preceding Fiscal Year the County shall have increased its System rates, fees and charges, the increased amount which would have been received during such Fiscal Year had such increase been in effect throughout such Fiscal Year, as estimated by an engineer or engineering firm having a wide and favorable reputation in respect to such matters, may be added to the Net Revenues;

E. That Section 16 of said Resolution No. 1991-138 be amended by adding a new Section C to read as follows:

C. ANY OTHER PROVISION OF THIS SECTION 16 TO THE CONTRARY NOTWITHSTANDING, NO AMENDMENT TO RESOLUTION NO. 1991-138 SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT IS APPROVED BY ALL BOND INSURERS AND RESERVE FUND GUARANTORS APPLICABLE TO THE BONDS.

F. Section 18 of said Resolution No. 1991-138 is amended to read as follows:

Section 18. Method of Valuation; Frequency.
In computing the amount in any fund or account, Permitted Investments shall be valued at their market value EXCLUSIVE OF ACCRUED INTEREST. With respect to all Funds and Accounts, valuation shall occur annually ON THE FIRST BUSINESS DAY OF EACH BOND YEAR and immediately upon a withdrawal from the Reserve Fund.

F. Section 19 of said Resolution No. 1991-138 is amended to read as follows:

Section 19. Prior Redemption of Bonds Being Refunded. The Treasurer is ordered and directed to retain an amount of Series 1991 Bond proceeds and moneys in the redemption funds for the Bonds Being Refunded sufficient to pay on the prior redemption date all principal, interest and redemption premiums on all the Pima County, Arizona, Sewer Revenue Bonds, Series of 1980; which Bonds are called for redemption on September 1, 1991 if the Series 1991 Bonds are issued prior to July 25, 1991. If the Series 1991 Bonds are initially issued after July 25, 1991, the Series 1980 Bonds are called for redemption on a date occurring not more than 60 89 days after such issuance. The Clerk of this Board is directed to publish and mail a notice of redemption of the Series 1980 Bonds in the manner directed by this Board's Resolution No. 1979-185. The Treasurer is ordered and directed to pay the premium, accrued interest to the redemption date only and principal on the Series 1980 Bonds upon presentation and surrender on or after the redemption date.

If the Series 1991 Bonds are issued and the Depository Trust Agreement is fully funded, the remaining Bonds Being Refunded shall be called for redemption in accordance with the following schedule:

<u>Name of Series</u>	<u>Prior Redemption Date</u>
Series 1984	July 1, 1994
Refunding Series 1985	July 1, 1993
Project of 1985	July 1, 1995
Project of 1986	July 1, 1995
Series of 1988	July 1, 1997

Bonds of any of the above-mentioned series maturing on or before the prior redemption date will be paid in the normal manner.

H. In all other respects Resolution No. 1991-138, as laid before this Board on June 18, 1991, shall remain the same. As so amended by this resolution, Resolution No. 1991-138 is hereby ratified. Further, this Board hereby incorporates all unamended provisions of said Resolution No. 1991-138 into this resolution as if set forth and as if adopted as a part hereof.

PASSED, ADOPTED AND APPROVED this 6th day of August, 1991.

ATTEST:

Reg Morrison
 Chairman, Board of Supervisors
 AUG 6 1991

Jane S. Williams
 Clerk, Board of Supervisors

APPROVED AS TO FORM:

Paul Crowley for: Fred H. Rosefeld
 Bond Counsel

CERTIFICATE

I hereby certify that the foregoing Resolution No. 1991-132 was duly passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on August 6, 1991, and the vote was 3 aye's and 0 nay's and that the Supervisors were present thereat.

Jane S. Williams
 Clerk, Board of Supervisors of
 Pima County, Arizona

Certificate of Clerk

Board of Supervisors of Pima County, Arizona

State of Arizona
County of Pima **ss**

I, Lori Godoshian, do hereby certify that I am the duly appointed, and qualified, Clerk of the Board of Supervisors of Pima County, Arizona.

I further certify that the attached resolution entitled

RESOLUTION NO. 2009-69

(See attached copy)

is a true and correct copy of a resolution passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on the 21st day of April, 2009, at which a quorum was present, and that the original resolution is officially of record in my possession.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Board of Supervisors of Pima County, Arizona, this 28th day of April, 2009.

Lori Godoshian
Clerk

RESOLUTION NO. 2009- 69

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$18,940,000 PRINCIPAL AMOUNT OF PIMA COUNTY, ARIZONA SEWER REVENUE BONDS, SERIES 2009; PROVIDING FOR THE PAYMENT OF THE BONDS; PROVIDING TERMS, COVENANTS AND CONDITIONS CONCERNING THE BONDS; ACCEPTING A BID FOR THE PURCHASE OF THE BONDS; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF DOCUMENTS AND FURTHER ACTIONS RELATING TO THE ISSUANCE OF THE BONDS; APPOINTING AN INITIAL BOND REGISTRAR AND PAYING AGENT FOR THE BONDS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Recitals, Findings and Conclusions.

(a) Pursuant to Title 11, Chapter 2, Article 4, Arizona Revised Statutes, as amended (the "Act"), Pima County, Arizona (the "County"), is authorized to issue sewer revenue bonds.

(b) At a special bond election held in and for the County on May 20, 1997 (the "1997 Bond Election"), a majority of the qualified voters of the County voting approved the issuance of sewer revenue bonds in the principal amount of \$105,000,000, of which \$104,252,730 aggregate principal amount have previously been issued. This Resolution will provide for the issuance of an additional \$747,270 aggregate principal amount of the bonds so voted.

(c) At a special bond election held in and for the County on May 18, 2004 (the "2004 Bond Election" and, together with the 1997 Bond Election, the "Bond Elections"), a majority of the qualified voters of the County voting approved the issuance of sewer revenue bonds in the principal amount of \$150,000,000, of which \$121,804,887 aggregate principal amount have previously been issued. This Resolution will provide for the issuance of an additional \$18,192,730 aggregate principal amount of the bonds so voted.

(d) By Resolution No. 1991-138 passed and adopted on June 18, 1991 as amended by Resolution No. 1991-182 adopted August 6, 1991 (together, "Resolution No. 1991-138") the Board of Supervisors of the County (the "Board") authorized the issuance of its Sewer Revenue Refunding Bonds, Series 1991 and prescribed the terms and conditions upon which additional obligations payable from sewer revenues may be issued on a parity basis. The conditions prescribed in Resolution No. 1991-138 for issuing such parity obligations will be met in connection with the issuance of the Series 2009 Bonds herein authorized. The Series 2009 Bonds to be issued pursuant to this Resolution shall be designated as Pima County, Arizona, Sewer Revenue Bonds, Series 2009 (the "Series 2009 Bonds").

(e) Bids for the purchase of the Series 2009 Bonds were previously solicited and received pursuant to an on-line bidding process. The Board has determined that the bid attached hereto as Exhibit A (the "Accepted Bid") is the most advantageous for the County.

(f) All acts, conditions and things required by the Constitution and laws of the State of Arizona and requirements of the County to happen, exist and be performed precedent to and in the adoption of this Resolution have happened, exist and have been performed as so required in order to make this Resolution a valid and binding instrument for the security of the Series 2009 Bonds authorized herein.

Section 2. Resolution Supplements Resolution No. 1991-138. This Resolution shall be supplemental to Resolution No. 1991-138, and shall be construed in conjunction therewith. All words and phrases used herein which were defined in Resolution No. 1991-138 shall have the meanings given them in said Resolution, except that the term "Finance Director" for purposes of this Resolution shall mean the County Administrator or his designee.

Section 3. Authorization and Terms of Series 2009 Bonds. Pursuant to the Act and for the purpose of providing funds to pay the costs of improvements, expansions and extensions to the County's sewer plant and system and paying the costs of issuance therefor and necessary premiums and commissions in connection therewith, the County hereby authorizes the issuance of the Series 2009 Bonds in the total principal amount of \$18,940,000. Interest will be paid on each interest payment date by check mailed by the Paying Agent to each registered owner of the Series 2009 Bonds at the address shown on the registration book of the Bond Registrar on the Record Date (as described in Section 13 below), or by wire transfer to any securities depository or, upon two days prior written request delivered to the Paying Agent specifying a wire transfer address in the continental United States, to any registered owner of at least \$1,000,000 aggregate principal amount of Series 2009 Bonds. Principal of the Series 2009 Bonds, at maturity or upon redemption prior to maturity, will be payable upon presentation and surrender at the designated office of the Paying Agent. The Series 2009 Bonds will be dated the date of initial delivery thereof and will mature in such amounts on July 1 in the years and in the amounts, as follows:

<u>Year</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>
2010	\$810,000	2018	\$1,325,000
2011	1,015,000	2019	1,395,000
2012	400,000	2020	1,465,000
2013	1,065,000	2021	1,545,000
2014	1,110,000	2022	1,630,000
2015	1,155,000	2023	1,725,000
2016	1,210,000	2024	1,825,000
2017	1,265,000		

The Series 2009 Bonds shall be payable as to interest on January 1 and July 1 of each year during the life of the Series 2009 Bonds, commencing January 1, 2010 at the rates per annum (calculated on the basis of a 360-day year of twelve 30-day months) established by the

Accepted Bid. The Series 2009 Bonds will be issuable in the denomination of \$5,000 each or integral multiples thereof, in fully registered form.

Section 4. Security. The Series 2009 Bonds are payable as to both principal and interest solely from the net revenues derived by the County from the operation of its sewer system after provision has been made for the payment for the operation and maintenance of the sewer system, subject to no prior lien granted under the Act. The Series 2009 Bonds shall not constitute a debt or general obligation of the County within the meaning of any constitutional or statutory debt limitation, nor shall payment of the Series 2009 Bonds or interest or redemption premiums thereon be enforceable out of any funds other than the net revenues pledged to such payment nor shall any bond owner have the right to compel any exercise of the taxing power of the County to make such payment.

On or before the tenth (10th) day of each month, sufficient Net Revenues shall be deposited to the Bond Fund in the following amounts and manner:

(a) Commencing the tenth day of the month immediately succeeding the date of delivery of the Series 2009 Bonds through the next June 10 or December 10, as applicable, such amount necessary to allocate equally among such months, the interest due (net of accrued interest on the Series 2009 Bonds), if any, on the next July 1 or January 1, as applicable, and thereafter on the tenth day of each month one-sixth (1/6) of the interest becoming due on the next interest payment date on the Series 2009 Bonds and all Bonds Outstanding; and

(b) Commencing the tenth day of the month immediately succeeding the date of delivery of the Series 2009 Bonds through the next June 10 such amount necessary to allocate equally among such months the principal due, if any, on the next July 1, and thereafter on the tenth day of each month one-twelfth (1/12) of the principal amount becoming due on the next principal payment date on the Series 2009 Bonds and all Bonds Outstanding.

Section 5. Series 2009 Bonds on a Parity. The Series 2009 Bonds are issued on a parity with the outstanding Pima County, Arizona, Sewer Improvement and Refunding Revenue Bonds, Series 1998, Sewer Revenue Refunding Bonds, Series 2001, Sewer Revenue Refunding Bonds, Series 2004, Sewer Revenue Bonds, Series 2007, and Sewer Revenue Bonds, Series 2008 and those certain Loan Agreements between the County, as Borrower, and the Water Infrastructure Finance Authority of Arizona, dated March 1, 1996, August 6, 1997, October 27, 2000, as amended, and May 11, 2004, as amended, respectively, and any other bonds hereafter issued on a parity with such bonds (together, the "Parity Obligations"), and holders of the Series 2009 Bonds shall enjoy the same parity of lien and rights of enforcement.

The County reaffirms all covenants and conditions contained in Resolution No. 1991-138 and agrees that all such covenants and conditions shall also apply to all Series 2009 Bonds herein authorized and all funds created or continued by Resolution No. 1991-138 are hereby ordered expanded so as to service the increased requirements caused by the issuance of the Series 2009 Bonds. Payment of the Series 2009 Bonds may be provided as described in Resolution No. 1991-138 and additional Parity Obligations may be issued or incurred as provided in Resolution No. 1991-138.

If necessary, the Reserve Fund Value shall be increased by the amount of the Reserve Requirement for the Series 2009 Bonds and all other outstanding Parity Obligations. If, upon issuance of the Series 2009 Bonds, the Reserve Fund Value is less than the Reserve Requirement, the County shall (i) immediately upon execution and delivery of the Series 2009 Bonds, deposit Series 2009 Bond proceeds or other available moneys of the County into the Reserve Fund or cause to be delivered a Reserve Fund Guaranty to the Paying Agent, in an amount sufficient for the Reserve Fund Value to equal the Reserve Fund Requirement for the Series 2009 Bonds and all other outstanding Parity Obligations or (ii) deposit Net Revenues to the Reserve Fund in approximately equal monthly installments on the 10th day of each month such that the Reserve Fund Value will equal or exceed the increased Reserve Requirement, if any, not later than the expiration of five (5) years following the initial delivery of the Series 2009 Bonds or (iii) any combination of (i) and (ii).

Section 6. Prior Redemption.

(a) Optional Redemption. The Series 2009 Bonds maturing on or before July 1, 2019 are not subject to call for redemption prior to their respective maturity dates. The Series 2009 Bonds maturing on or after July 1, 2020 are subject to call for redemption on any date on or after July 1, 2019 at the election of the County, in whole or in part from maturities selected by the County and within any maturity by lot by the payment of a redemption price equal to the principal amount of each Series 2009 Bond called for redemption plus accrued interest to the date fixed for redemption, without premium.

(b) Notice of Redemption. Notice of redemption will be given by mail to registered owners of the Series 2009 Bonds at the address shown on the bond register maintained by the Bond Registrar not less than 30 days nor more than 60 days prior to the specified redemption date. Neither failure to give such notice, nor any defect therein, with respect to any Series 2009 Bonds shall affect the regularity of the proceedings for redemption of any other Series 2009 Bonds.

(c) Redemption of Less Than All of a Series 2009 Bond. The County may redeem a portion of any Series 2009 Bond in \$5,000 increments. In that event, the registered owner shall submit the Series 2009 Bond for partial redemption and the Paying Agent shall make such partial payment and the Bond Registrar shall cause to be issued a new Series 2009 Bond in a principal amount which reflects the redemption so made to be authenticated and delivered to the registered owner thereof.

(d) Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Series 2009 Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2009 Bonds on such date, and, if moneys for payment of the redemption price and accrued interest are held in separate accounts by the Paying Agent, interest on such Series 2009 Bonds or portions of Series 2009 Bonds so called for redemption shall cease to accrue, such Series 2009 Bonds shall cease to be entitled to any benefit or security hereunder and the owners of such Series 2009 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest and such Series 2009 Bonds shall be deemed paid and no longer outstanding.

Section 7. Use of Proceeds.

(a) Upon delivery of the Series 2009 Bonds and payment therefor, the amount paid as accrued interest shall be deposited to the Bond Fund. The balance shall be set aside in a separate fund and used solely for the purpose approved by the electors of the County at the Bond Elections.

(b) Pending any disbursement(s) as set forth in subsection (a) above, the County Treasurer is directed to invest the proceeds from the sale of the Series 2009 Bonds in the State Treasurer's Local Government Investment Pool (LGIP); provided, however, that the County, acting through the County Administrator or its Finance and Risk Management Director, may at any time provide other written investment instructions to the County Treasurer and the County Treasurer, to the extent that such investments are lawful, is authorized and directed to invest the monies designated in the written instructions in the investments set forth in the instructions.

Section 8. Form of Series 2009 Bonds.

(a) The Series 2009 Bonds shall be in substantially the form of Exhibit B, attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Notice Inviting Proposals for the Purchase of Sewer Revenue Bonds and are approved by those officers executing the Series 2009 Bonds and execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Series 2009 Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Series 2009 Bond shall show the date of its authentication and registration.

Section 9. Book Entry Only System.

(a) The Series 2009 Bonds will initially be issued to and registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC"), an automated clearinghouse for securities transactions, which will act as securities depository for the Series 2009 Bonds. One fully registered Series 2009 Bond, in the aggregate principal amount of each maturity, will initially be registered in the name of and held by Cede & Co., as nominee for DTC.

(b) So long as the book entry only system is in effect, beneficial ownership interests in the Series 2009 Bonds will be available in book entry form only through direct or indirect participants in DTC, in the principal amount of \$5,000 or any integral multiple thereof. Beneficial owners of the Series 2009 Bonds will not receive certificates representing their interests in the Series 2009 Bonds and will not be deemed to be registered owners of the Series 2009 Bonds.

(c) So long as the book entry only system is in operation, principal of, premium, if any, and interest on the Series 2009 Bonds will be payable by the Paying Agent to Cede & Co., as nominee of DTC which organization consequently bears sole responsibility for

remitting such principal, premium, if any, and interest to the DTC participants for subsequent credit or disbursement to the beneficial owners of the Series 2009 Bonds.

(d) In the event the County determines not to continue the DTC book entry only system or DTC determines to discontinue providing its services with respect to the Series 2009 Bonds and the County does not select another qualified securities depository, the County shall cause the Bond Registrar to deliver to DTC for redistribution to beneficial owners of the Series 2009 Bonds one or more Series 2009 Bonds in such principal amount or amounts, in denominations of \$5,000 and any integral multiple thereof, and registered in such name or names, as DTC shall designate.

Section 10. Execution of Series 2009 Bonds.

(a) The Series 2009 Bonds shall be executed for and on behalf of the County by the Chairman of the Board and attested by the Clerk of the Board by their manual or facsimile signatures.

(b) If an officer whose signature is on a Series 2009 Bond no longer holds that office at the time the Series 2009 Bond is authenticated and registered, the Series 2009 Bond shall nevertheless be valid.

(c) A Series 2009 Bond shall not be valid or binding until authenticated by the manual signature of an authorized officer of the Bond Registrar. The signature shall be conclusive evidence that the Series 2009 Bond has been authenticated and issued under this resolution.

Section 11. Mutilated, Lost or Destroyed Series 2009 Bonds. In case any Series 2009 Bond becomes mutilated or destroyed or lost, the County shall cause to be executed and delivered a new Series 2009 Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Series 2009 Bond or in lieu of and in substitution for such Series 2009 Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the County in connection therewith and, in the case of the Series 2009 Bond destroyed or lost, filing with the Clerk of the Board by the registered owner evidence satisfactory to the County that such Series 2009 Bond was destroyed or lost, and furnishing the County with a sufficient indemnity bond pursuant to § 47-8405, Arizona Revised Statutes.

Section 12. Acceptance of Bid.

(a) The bid of the winning bidder attached hereto as Exhibit A for the purchase of the Series 2009 Bonds is hereby accepted and the Series 2009 Bonds are hereby ordered sold to such purchaser in accordance with the terms of such bid and the terms and conditions of the Notice Inviting Bids for the Purchase of Sewer Revenue Bonds. The Series 2009 Bonds will bear interest at the rates set forth in the Accepted Bid.

(b) The County Administrator or his designee is hereby authorized and directed to cause the Series 2009 Bonds to be delivered to the purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale.

(c) The County Treasurer and the Finance and Risk Management Director of the County are each authorized and directed to return security deposits received from unsuccessful bidders for the purchase of the Series 2009 Bonds.

Section 13. Bond Registrar and Paying Agent.

(a) The County will maintain an office or agency where Series 2009 Bonds may be presented for registration of transfer (the "Bond Registrar") and an office or agency where Series 2009 Bonds may be presented for payment (the "Paying Agent"). The County may appoint one or more co-Bond Registrars or one or more additional Paying Agents. The Bond Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the owners of the Series 2009 Bonds.

(b) As provided in Resolution No. 1991-138, The Bank of New York Mellon Trust Company, N.A. (as successor in interest to J.P. Morgan Trust Company, National Association, Bank One Trust Company, N.A., Bank One Arizona, NA and The Valley National Bank of Arizona), or successors thereto, is hereby appointed and shall act as the Bond Registrar and Paying Agent for the Series 2009 Bonds.

(c) The Bond Registrar may appoint an authenticating agent acceptable to the County to authenticate Series 2009 Bonds. An authenticating agent may authenticate Series 2009 Bonds whenever the Bond Registrar may do so. Each reference in this Resolution to authentication by the Bond Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Bond Registrar and subject to the Bond Registrar's direction.

(d) The Bond Registrar shall keep a register of the Series 2009 Bonds, the registered owners of the Series 2009 Bonds and of transfer of the Series 2009 Bonds. When Series 2009 Bonds are presented to the Bond Registrar or a co-Bond Registrar with a request to register a transfer, the Bond Registrar will register the transfer on the registration books if its requirements for transfer are met and will authenticate and deliver one or more Series 2009 Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Series 2009 Bonds. Any Series 2009 Bond may be exchanged at the designated office of the Bond Registrar for a Series 2009 Bond of the same maturity date and aggregate principal amount as the surrendered Series 2009 Bond. The "Record Date" for the Series 2009 Bonds will be the close of business of the Bond Registrar on the 15th day of the month preceding an interest payment date. Series 2009 Bonds presented to the Bond Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent interest payment date will be registered in the name of the transferee but the interest payment will be made to the registered owners shown on the books of the Bond Registrar as of the close of business on the Record Date.

(e) The Bond Registrar shall authenticate Series 2009 Bonds for original issue in up to \$18,940,000 aggregate principal amount upon the written request of the County Administrator or his designee. The aggregate principal amount of Series 2009 Bonds outstanding at any time may not exceed that amount except for replacement Series 2009 Bonds as to which the requirements of the Bond Registrar and the County are met.

Section 14. Reserve Fund Guaranty and Bond Insurance. Assured Guaranty Corp ("Assured Guaranty") has issued a commitment to deliver a reserve fund insurance policy qualifying as a Reserve Fund Guaranty in connection with the Series 2009 Bonds, and the County Administrator or his designee is hereby authorized to negotiate with and secure, with proceeds of the Series 2009 Bonds or otherwise, such a Reserve Fund Guaranty, in amounts required by Resolution No. 1991-138. The Chairman of the Board or the County Administrator or the designee or either is hereby further authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such Reserve Fund Guaranty, including those making provision for the repayment of amounts advanced by Assured Guaranty thereunder. Assured Guaranty has also issued its commitment to deliver a financial guaranty insurance policy in connection with the Series 2009 Bonds, and the County Administrator or the designee or either is hereby further authorized to secure such financial guaranty insurance policy, with proceeds of the Series 2009 Bonds or otherwise, and the Chairman of the Board or the County Administrator or the designee of either is authorized to execute and deliver any instruments or documents necessary in connection with such financial guaranty insurance policy, including those making provision for the repayment of amounts advanced by Asset Guaranty thereunder.

Section 15. Resolution a Contract. This Resolution shall constitute a contract between the County and the owners of the Series 2009 Bonds issued hereunder and shall not be repealed or amended except as provided in Resolution No. 1991-138 for repeal or amendment thereof.

Section 16. Tax Covenants.

(a) The County recognizes that the purchasers and owners of the Series 2009 Bonds will have accepted them on and paid a price for them reflecting the understanding that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Series 2009 Bonds are delivered. In this connection, the County covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2009 Bonds in such manner and to such extent as may be necessary so that (i) the Series 2009 Bonds will not constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Code, or to be treated other than as bonds to which Section 103(a) of the Code applies, and (ii) the interest on the Series 2009 Bonds will not be an item of tax preference under Section 57 of the Code. For purposes of this Section 17, the "Code" means, collectively, the Internal Revenue Code of 1986, as amended, the Treasury Regulations (whether temporary or final) promulgated pursuant thereto, and any amendments or successor provisions thereto, any official rulings, announcements, notices, procedures and judicial determinations regarding any of them.

(b) The County further covenants that (i) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2009 Bonds to be and remain excluded from gross income for federal income tax purposes; (ii) it will not take or authorize to be taken any actions that would adversely affect that exclusion; (iii) it, or persons acting for it, will, among other acts of compliance, (a) apply the proceeds of the Series 2009 Bonds to the governmental purposes of the borrowing; (b) restrict the yield on investment property acquired with the proceeds; (c) make timely and adequate payments of to the federal government as required under the Tax Compliance Certificate of the County, to be dated as of the date of

issuance of the Series 2009 Bonds (the "Tax Compliance Certificate") relating to the Series 2009 Bonds; (d) maintain books and records and make calculations and reports; and (e) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds all in such manner and to the extent necessary to assure that exclusion of that interest under the Code.

(c) The County Administrator or his designee is authorized to (i) make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the County with respect to the Series 2009 Bonds as the County is permitted to make or give under the federal income tax laws, including, without limitation, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Series 2009 Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which actions shall be in writing and signed by that officer; (ii) take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Series 2009 Bonds; and (iii) give one or more appropriate certificates, for inclusion in the transcript of proceedings for the Series 2009 Bonds, setting for the reasonable expectations of the County regarding the amount and use of all the proceeds of the Series 2009 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Series 2009 Bonds.

(d) The County authorizes the creation by the County Administrator or his designee of a fund that is hereinafter referred to as the "Rebate Fund," and any other such accounts or sub-accounts as necessary or advisable in order to comply with the foregoing covenants and the Tax Compliance Certificate. The County will comply with the rebate requirements set forth in the Tax Compliance Certificate.

(e) The County Administrator or his designee is hereby authorized to execute on behalf of the County the Tax Compliance Certificate. The Tax Compliance Certificate shall constitute a certification, representation and agreement of the County and no investment shall be made of the proceeds of the Series 2009 Bonds herein authorized nor of the money in the accounts established hereunder in violation of the expectations and covenants prescribed by the Tax Compliance Certificate. The Tax Compliance Certificate shall constitute an agreement of the County to follow certain covenants which may require the County to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in the Tax Compliance Certificate.

(f) The County further recognizes that Section 149(a) of the Code requires the Series 2009 Bonds to be issued and to remain in fully registered form in order for interest thereon to be excludable from gross income for purpose of federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the County agrees that it will not take any action to permit the Series 2009 Bonds to be issued in, or converted into, bearer or

coupon form if such action would cause interest on the Series 2009 Bonds to be included in gross income for federal income tax purposes.

Section 17. Continuing Disclosure Undertaking. The County also recognizes that the initial purchaser of the Series 2009 Bonds may be required to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), in connection with purchasing or selling the Series 2009 Bonds as an underwriter. In order to assist the initial purchaser in complying with the Rule, the County will enter into a Continuing Disclosure Undertaking with respect to the Series 2009 Bonds, and a Continuing Disclosure Undertaking in substantially the form presented to the Board of Supervisors is hereby approved. The County Administrator or his designee is hereby authorized and directed to execute and deliver the Continuing Disclosure Undertaking and to do all such acts and things necessary to carry out the terms and intent of the Continuing Disclosure Undertaking.

Section 18. Official Statement. The County Administrator or his designee is hereby authorized and directed to prepare or authorize to be prepared, and to complete, a final Official Statement (the "Official Statement") relating to the original issuance of the Series 2009 Bonds in substantially the form of the Preliminary Official Statement (the "Preliminary Official Statement") prepared in connection with the original issuance of the Series 2009 Bonds, with such additions, deletions and modifications consistent with this Resolution as shall be approved by the County Administrator or his designee. If and to the extent applicable, the County Administrator or his designee shall certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the County as of a particular date and that a completed version is a "final" official statement for purposes of the Rule. The distribution and use of the Preliminary Official Statement and the final Official Statement by the County and the original purchaser of the Series 2009 Bonds is hereby authorized, ratified, confirmed and approved.

The Chairman or any member of this Board of Supervisors and the County Administrator or his designee are each further authorized to use and distribute, or authorize the use and distribution of, any supplements in connection with the original issuance of the Series 2009 Bonds as may be necessary or appropriate, and to sign and deliver, on behalf of the County, the Official Statement and such certificates in connection with the accuracy of the Preliminary Official Statement and the Official Statement and any amendment thereto as may be necessary or appropriate.

Section 19. Severability. It is the intention hereof to confer upon the County the whole of the powers provided for in the Act and if any one or more sections, clauses, sentences and parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Series 2009 Bonds issued pursuant hereto but shall be confined to the specific sections, clauses, sentences and parts so determined. All prior resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 20. Ratification of Actions. All actions of the officers, employees, and agents of the County which conform to the purposes and intent of this Resolution and which further the

issuance and sale of the Series 2009 Bonds as contemplated by this Resolution whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. Any changes made in the Notice Inviting Bids for the Purchase of Sewer Revenue Bonds that does not conform to the prior order of this Board of Supervisors is hereby ratified. The proper officers and agents of the County are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the County as may be necessary to carry out the terms and intent of this Resolution.

Section 21. Emergency. It is necessary to utilize an emergency clause with this Resolution to make the award of the contract for the purchase of the Series 2009 Bonds effectively immediately, thereby committing the purchaser to the interest rates the Series 2009 Bonds will bear, transferring the market risk of changes in interest rate levels from the County to the purchaser and permitting delivery of and payment for the Series 2009 Bonds to occur as soon as is possible.

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the County, an emergency is hereby declared to exist, and this Resolution is enacted as an emergency measure and will be in full force and effect after its passage, adoption and approval by the Board of Supervisors and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[Remainder of page left blank intentionally]

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of Pima County, Arizona, on April 21, 2009.

PIMA COUNTY, ARIZONA

By: 
Chairman, Board of Supervisors

APR 21 2009

ATTEST:

By: 
Clerk, Board of Supervisors

APPROVED AS TO FORM:

SQUIRE, SANDERS & DEMPSEY L.L.P.,
Bond Counsel

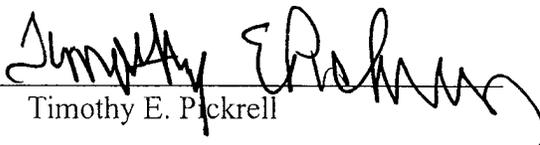
By: 
Timothy E. Pickrell

EXHIBIT A TO RESOLUTION NO. 2009-69

Resolution No. 2009- 69 Awarding \$18,940,000 of Sewer Revenue Bonds, Series 2009, to the low bidder, UBS Financial Services Inc., at a Net Interest Cost of 3.699820%.

This Bond is one of an issue of \$18,940,000 principal amount of Bonds of like date, tenor and effect except as to rate of interest, number and maturity date, issued pursuant to the Constitution and laws of the State of Arizona including particularly Title 11, Chapter 2, Article 4, Arizona Revised Statutes, as amended, and Resolutions No. 1991-138, 1991-182 and No. 2009-___ adopted by the Board of Supervisors of Pima County on June 18, 1991, August 6, 1991 and April 21, 2009, respectively (collectively, the "Bond Resolution"), for the purpose of providing funds to pay the costs of improvements, expansions and extensions to the County's sewer plant and system and paying the costs of issuance therefor and necessary premiums and commissions in connection therewith.

This Bond and the issue of which it is a part are payable as to both principal and interest solely from the net revenues to be derived by the County from the sewer system of the County. For a more complete statement of the provisions made to secure payment of the Bonds, the revenues from which and conditions under which this Bond is payable, statements of the terms under which the Bond Resolution may be modified, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Bond Resolution.

This Bond and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Bond Resolution and no owner hereof shall have the right to compel any exercise of the taxing power of the County to pay this Bond or the interest hereon. This Bond does not constitute an indebtedness or pledge of the general credit of the County within the meaning of any constitutional, charter or statutory provisions relating to the incurring of indebtedness.

Interest on the Bonds will be paid on each interest payment date by check mailed by the Paying Agent to each registered owner of the Bonds at the address shown on the registration book of the Bond Registrar on the record date (as described below), or by wire transfer to any securities depository or, upon two days prior written request delivered to the paying agent specifying a wire transfer address in the continental United States by any registered owner of at least \$1,000,000 aggregate principal amount of Bonds.

Bonds maturing on or before July 1, 2019 are not subject to call for redemption prior to their respective maturity dates. The Bonds maturing on or after July 1, 2020 are subject to call for redemption on any date on or after July 1, 2019 at the election of the County, in whole or in part from maturities selected by the County and within any maturity by lot by the payment of a redemption price equal to the principal amount of each bond called for redemption plus accrued interest to the date fixed for redemption, without premium.

Notice of redemption of any Bond will be mailed to the registered holder of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar not less than 30 days nor more than 60 days prior to the specified redemption date.

The Bond Registrar and Paying Agent is The Bank of New York Mellon Trust Company, N.A. The Bond Registrar or Paying Agent may be changed without notice.

This Bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the Bond Registrar upon surrender and cancellation of this Bond, but only in the manner and subject to the limitation and upon payment of the charges provided in the Bond Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in

exchange. The Bond Registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Bond Resolution. The County has chosen the 15th day of the month preceding an interest payment date as the record date for this series of Bonds, unless such date is a Saturday, Sunday or holiday, in which case the record date will be deemed to be the previous business day. Should this Bond be submitted to the Bond Registrar for transfer during the period commencing after the close of business on the record date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the Bond Registrar's books at the close of business on the record date.

The Bond Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed. If the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds.

Bonds of this issue are issuable only in fully registered form in the denomination of \$5,000 each or integral multiples of \$5,000. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity in authorized denominations upon the terms set forth in the Bond Resolution.

The County, the Bond Registrar and the Paying Agent may treat the registered owner of this Bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this Bond exist, have occurred and have been performed and that the series of Bonds of which this is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona.

The County has caused this Bond to be executed by the Chairman of its Board of Supervisors and attested by its Clerk of the Board of Supervisors, which signatures may be facsimile signatures. This Bond is not valid or binding upon the County without the manually affixed signature of an authorized representative of the Bond Registrar.

PIMA COUNTY, ARIZONA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

AUTHENTICATION CERTIFICATE

This Bond is one of the Pima County, Arizona, Sewer Revenue Bonds, Series 2009, described in the Bond Resolution mentioned herein.

Date of Authentication: _____

The Bank of New York Mellon Trust Company,
N.A., as Registrar

By: _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT MIN ACT --
TEN ENT -- as tenants by the entireties	_____ Custodian _____
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	(Cust) _____ (Minor)
	Under Uniform Gifts to Minor Act

	(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)

(Social Security or other Federal Tax Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution pursuant to Securities and Exchange Commission Rule 17Ad-15 that is a participant in a signature guarantor program recognized by the Trustee.

SERIES 2010 OBLIGATION INDENTURE

by and between

PIMA COUNTY, ARIZONA,

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated as of June 1, 2010

relating to

\$165,000,000
Sewer System Revenue Obligations, Series 2010,
Evidencing Proportionate Interests of the Holders Thereof in
Installment Payments of the Purchase Price to be Paid by
Pima County, Arizona,
Pursuant to a Series 2010 Purchase Agreement,
Dated as of June 1, 2010

(This Table of Contents is for informational purposes only
and is not to be considered a part of this Indenture.)

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SERIES 2010 OBLIGATION INDENTURE

THIS SERIES 2010 OBLIGATION INDENTURE, made and entered into as of the 1st day of June, 2010 (this "*Indenture*"), by and between PIMA COUNTY, ARIZONA, a political subdivision of the State of Arizona (the "*County*") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, authorized to exercise trust powers in the State of Arizona, as trustee, and any successor to its duties under this Indenture (the "*Trustee*"),

WITNESSETH:

WHEREAS, the Trustee, in its separate capacity as seller (the "*Seller*"), and the County, as purchaser, have entered into a Series 2010 Purchase Agreement, dated as of the date of this Indenture (the "*Purchase Agreement*"), concerning the County's acquisition of the Series 2010 Property (as such term is defined in the Purchase Agreement); and

WHEREAS, for the purpose of obtaining the moneys to acquire the Series 2010 Property, rights of the Seller pursuant to the Purchase Agreement have been assigned and transferred to the Trustee and in consideration of such assignment and the execution of this Indenture, the Trustee shall execute and deliver certain Sewer System Revenue Obligations, Series 2010, Evidencing Proportionate Interests of the Holders Thereof in Installment Payments of the Purchase Price to be Paid by Pima County, Arizona, Pursuant to a Series 2010 Purchase Agreement, dated as of June 1, 2010 (the "*Series 2010 Obligations*"), each evidencing a proportionate interest in certain rights pursuant to the Purchase Agreement, including the right to receive payment of the Purchase Price (as such term is defined in the Purchase Agreement);

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE FURTHER WITNESSETH: That in order to secure all of the Series 2010 Obligations executed and delivered pursuant to this Indenture, the payment of principal and interest thereon, the rights of the Holders (as such term is defined below) of the Series 2010 Obligations and the performance and observance of the covenants and conditions contained in this Indenture and in the Series 2010 Obligations and the Purchase Agreement, the Trustee shall receive as security for the Holders of the Series 2010 Obligations, and there shall be granted a security interest in and released, assigned, transferred, pledged, mortgaged, granted and conveyed unto the Trustee or any successor to its duties under this Indenture, the following described property:

A. All rights and interests of the Seller in, under and pursuant to the Purchase Agreement as assigned, mortgaged, hypothecated and pledged pursuant to the Purchase Agreement, provided that the assignment made by this clause shall not include any right to limitation of liability, indemnification of liability, or payment or reimbursement of fees, costs or expenses,

B. Amounts on deposit from time to time in the funds and accounts created pursuant to this Indenture subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture and

C. Any and all other real or personal property of any kind from time to time after execution of this Indenture by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security under this Indenture for the Series 2010 Obligations, by the County or by anyone on its behalf or with its written consent, in favor of the Trustee, which is authorized by this Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture,

TO HAVE AND TO HOLD all said properties assigned, mortgaged, hypothecated and pledged and conveyed by the Seller, including all additional property that by the terms of this Indenture has or may become subject to the encumbrance of this Indenture, unto the Trustee and its successors in trust and its assigns forever, subject, however, to the rights reserved under this Indenture,

IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time of the Series 2010 Obligations executed and delivered and Outstanding (as such term is defined below) under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Series 2010 Obligations over any other or others of the Series 2010 Obligations to the end that each Holder of the Series 2010 Obligations has the same rights, privileges and lien under and by virtue of this Indenture; and conditioned, however, that if all liabilities, obligations and sums at any time secured by this Indenture shall be well and truly paid, or caused to be paid fully and promptly when due, and all of the covenants, warranties and agreements contained in this Indenture shall promptly, faithfully and strictly be kept, performed and observed, then and in such event, this Indenture shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions set forth in this Indenture.

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.1 Definitions. Unless the context otherwise requires, the following words and phrases when used in this Indenture will have the following meanings:

“*Board*” means the Board of Supervisors of the County.

“*Business Day*” means any day other than (a) a Saturday or Sunday, (b) a day on which banks located in the City of Tucson and in the city or cities in which the corporate trust office of the Trustee, the Paying Agents and the Series 2010 Insurer are required or authorized by law or executive order to remain closed, and (c) a day on which the County is required or authorized by law or executive order to remain closed.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

“County Representative” means the Finance Director or any other person at any time designated, by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the County Administrator or his or her designee, to act on behalf of the County with respect to this Indenture and the Series 2010 Obligations. Such certificate may designate one or more alternates.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Debt Service Reserve Account” means the account of the Obligation Fund of that name created pursuant to Section 5.1.

“Defeasance Obligations” means any of the following: (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interest in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Series 2010 Insurer as limited by Section 12.7, pre-refunded municipal obligations rated “AAA” and “Aa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Series 2010 Insurer as limited by Section 12.7, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, unless the Series 2010 Insurer otherwise approves, such approval being subject to Section 12.7.

“Delivery Costs” mean costs and expenses relating to the sale, credit enhancement and execution and delivery of the Series 2010 Obligations, including, but not limited to “out of pocket” expenses and charges, fees and disbursements of counsel, printing expenses and other expenses reasonably incurred by the County and the Trustee in connection with this Indenture and the Purchase Agreement.

“Delivery Costs Fund” means the fund of that name created pursuant to Section 5.1.

“Depository Trustee” means any financial institution meeting the requirements as a successor Trustee under Section 8.6 that may be designated by the County.

“Fitch” shall mean Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by written notice to the Trustee.

“Finance Director” means the chief financial officer of the County.

“*Holder*” means the registered owner of any Series 2010 Obligation, including the Series 2010 Insurer, as applicable.

“*Improvements Fund*” means the fund of that name created pursuant to Section 2.2 of the Purchase Agreement.

“*Indenture Event of Default*” means any one of those events set forth in Section 7.1.

“*Interest Account*” means the account of the Obligation Fund of that name created pursuant to Section 5.1.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by written notice to the Trustee.

“*Obligation Fund*” means the fund of that name created pursuant to Section 5.1.

“*Obligation Payment Date*” means each January 1 and July 1, commencing January 1, 2011, so long as any Series 2010 Obligations are Outstanding.

“*Opinion of Counsel*” means a written opinion of an attorney or firm of attorneys acceptable to the Trustee and who or which (except as otherwise expressly provided in this Indenture or in the Purchase Agreement) may be counsel for the County or the Trustee, provided that such attorney or firm of attorneys may not be an employee of the Trustee.

“*Outstanding*” when used with reference to the Series 2010 Obligations means, as of any date of determination, all Series 2010 Obligations previously executed and delivered except:

(i) Series 2010 Obligations previously cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Series 2010 Obligations that are deemed paid and no longer Outstanding as provided in this Indenture, including as a result of irrevocable instructions being provided by the County for redemption thereof;

(iii) Series 2010 Obligations in lieu of which other Series 2010 Obligations have been executed and delivered pursuant to the provisions of this Indenture relating to Series 2010 Obligations destroyed, stolen or lost, unless evidence satisfactory to the Trustee has been received that any such Series 2010 Obligation is held by a bona fide purchaser; and

(iv) For purposes of any consent or other action to be taken under this Indenture or under the Purchase Agreement by the Holders of a specified percentage in principal amount of Series 2010 Obligations, Series 2010 Obligations held by or for the account of the County or any Person controlling, controlled by, or under common control with the County; except that in determining whether the Trustee shall be protected in

relying upon any such approval or consent of an Holder, only Series 2010 Obligations which the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the corporate trust office described in Section 11.6(a)(i) or any officer to which a corporate trust matter is referred (because of such person's knowledge of and familiarity with the subject) and having direct responsibility for the administration of this Indenture, actually knows to be so held shall be disregarded unless all Series 2010 Obligations are so held, in which case such Series 2010 Obligations shall be considered Outstanding for the purpose of such determination.

"Paying Agent" means the banks or trust companies and their successors from time to time designated by the County as the paying agencies or places of payment for the Series 2010 Obligations. The Trustee is designated as the initial Paying Agent for the Series 2010 Obligations.

"Permitted Investments" means, to the extent the use of which is not otherwise prohibited by applicable law:

1. A. Cash;
- B. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – (SLGs));
- C. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself;
- D. Resolution Funding Corp. ("REFCORP") but only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;
- E. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P but if, however, the issue is only rated by S&P (i.e., there is no Moody's rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition and
- F. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
 - (i) *U.S. Export-Import Bank (Eximbank)*
-Direct obligations or fully guaranteed certificates of beneficial ownership,
 - (ii) *Farmers Home Administration (FmHA)*,
 - (iii) *Federal Financing Bank*,

- (iv) *General Services Administration*
-Participation Certificates,
 - (v) *U.S. Maritime Administration*
-Guaranteed Title XI financing and
 - (vi) *U.S. Department of Housing and Urban Development (HUD)*
-Project Notes
-Local Authority Bonds
-New Communities Debentures – U.S. government
guaranteed debentures
-U.S. Public Housing Notes and Bonds – U.S. government
guaranteed public housing notes and bonds;
2. Federal Housing Administration debentures;
 3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
 - A. *Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)*
-Participation Certificates (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
-Senior debt obligations
 - B. *Farm Credit Banks* (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
-Consolidated system-wide bonds and notes
 - C. *Federal Home Loan Banks (FHL Banks)*
-Consolidated debt obligations
 - D. *Federal National Mortgage Association (FNMA or “Fannie Mae”)*
-Senior debt obligations
-Mortgage-backed securities (excluded are stripped mortgage securities that are purchased at prices exceeding the portion of their unpaid principal amounts)
 - E. *Financing Corporation (FICO)*
-Debt obligations
 - F. *Resolution Funding Corp. (REFCORP)*
-Debt obligations

4. Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P or the highest rating category of Moody's or are fully insured by the Federal Deposit Insurance Corporation (FDIC).
5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks that have capital and surplus of at least \$5 million.
6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.
7. Money market mutual funds rated "AAm" or "AAm-G" or higher by S&P or having a rating in the highest investment category granted thereby from Moody's.
8. "State Obligations", which means:
 - A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or higher, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.
 - B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.
 - C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.
9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:
 - A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;
 - B. the municipal obligations are secured by cash or United States Treasury Obligations that may be applied only to payment of the principal of, interest and premium on such municipal obligations;
 - C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of

independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”);

- D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;
 - E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and
 - F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.
10. Repurchase or reverse repurchase agreements: With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P and Moody’s; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A” by S&P and Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P and Moody’s and acceptable, subject to Section 12.7, to the Series 2010 Insurer, provided that:
- A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);
 - B. The Trustee or a third party acting solely as agent therefor (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);
 - C. The repurchase or reverse repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
 - D. All other requirements of S&P in respect of repurchase or reverse repurchase agreements shall be met;
 - E. The repurchase or reverse repurchase agreement shall provide that if during its term the provider’s rating by either Moody’s or S&P is

withdrawn or suspended or falls below “A-” by S&P or “A3” by Moody’s, as appropriate, the provider must, at the direction of the County or the Trustee (who shall, subject to Section 12.7, give such direction if so directed by the Series 2010 Insurer), within ten days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the County or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103 percent or better and the provider is rated at least “A” by S&P and Moody’s, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least “AA” by S&P and “Aa2” by Moody’s; provided that, by the terms of the investment agreement:
 - A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Series 2010 Obligations;
 - B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days’ prior notice; the Trustee thereby agrees to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;
 - C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;
 - D. the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Series 2010 Insurer and the Trustee) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Series 2010 Insurer;
 - E. the investment agreement shall provide that if during its term:

- (i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten days of receipt of publication of such downgrade, either (a) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (b) repay the principal of and accrued but unpaid interest on the investment; and
 - (ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee (who shall give such direction if, subject to Section 12.7, so directed by the Series 2010 Insurer), within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee, and
- F. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
- G. the investment agreement must provide that if during its term:
 - (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee (who shall give such direction if, subject to Section 12.7, so directed by the Series 2010 Insurer), be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, and
 - (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Trustee, as appropriate.

12. Interests in the Local Government Investment Pool established pursuant to Arizona Revised Statutes Section 35-326.

“*Person*” includes an individual, an unincorporated association, a corporation, a partnership, a government agency or a political subdivision.

“*Principal Account*” means the account of the Obligation Fund of that name created pursuant to Section 5.1.

“*Principal Installment*” means, for any particular date, the aggregate of the principal amount of Series 2010 Obligations that is due on such date.

“*Qualified Reserve Fund Instrument*” means a letter or line of credit, insurance policy or surety bond that meets the requirements set forth below:

(i) A surety bond or insurance policy issued to the Trustee by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Series 2010 Obligations (a “*municipal bond insurer*”) may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the claims paying ability of the issuer thereof shall be rated “AA” or “Aa2” by S&P or Moody’s, respectively.

(ii) A surety bond or insurance policy issued to the Trustee, as agent of the Holders of the Series 2010 Obligations, by an entity other than a municipal bond insurer may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the form and substance of such instrument and the issuer thereof shall be approved by the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is then in good standing and the applicable provider thereof is not in default thereunder.

(iii) An unconditional irrevocable letter of credit issued to the Trustee, as agent of the Holders of the Series 2010 Obligations, by a bank may be deposited in the Debt Service Reserve Account to meet the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement if the issuer thereof is rated at least “AA” by S&P. The letter of credit shall be payable in one or more draws upon presentation by the beneficiary of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Series 2010 Obligations. The draws shall be payable within two days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify the County and the Trustee, not later than 24 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

If such notice indicates that the expiration date shall not be extended, the County shall deposit in the Debt Service Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Debt Service Reserve Account together with any other qualifying Qualified Reserve Fund Instruments, to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such deposit to be paid in equal installments on at least a semiannual basis over the ensuing three years, unless the Qualified Reserve Fund Instrument is replaced by a Qualified Reserve Fund Instrument meeting the requirements in any of (i)-(iii) above. The letter of credit shall permit a draw in full not less than 14 days prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The Trustee is authorized by this Indenture and directed to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Debt Service Reserve Account is fully funded in its required amount.

The deposit of any Qualified Reserve Fund Instrument pursuant to this paragraph (iii) shall be subject to receipt of an opinion of counsel acceptable to the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is in good standing and the applicable provider thereof is not in default thereunder and in form and substance satisfactory to the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is in good standing and the applicable provider thereof is not in default thereunder as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is in good standing and the applicable provider thereof is not in default thereunder. In addition, the use of an irrevocable letter of credit shall be subject to receipt of an opinion of counsel acceptable to the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is in good standing and the applicable provider thereof is not in default thereunder and in form and substance satisfactory to the providers of any Qualified Reserve Fund Instruments then in effect if the applicable Qualified Reserve Fund Instrument is in good standing and the applicable provider thereof is not in default thereunder to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the issuer of the Series 2010 Obligations (or any other account party under the letter of credit).

The obligation to reimburse the issuer of a Qualified Reserve Fund Instrument for any fees, expenses, claims or draws upon such Qualified Reserve Fund Instrument shall be subordinate to the payment of debt service on the Series 2010 Obligations. The right of the issuer of a Qualified Reserve Fund Instrument to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Debt Service

Reserve Account, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Debt Service Reserve Account. The Qualified Reserve Fund Instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Qualified Reserve Fund Instrument to reimbursement will be further subordinated to cash replenishment of the Debt Service Reserve Account to an amount equal to the difference between the full original amount available under the Qualified Reserve Fund Instrument and the amount then available for further draws or claims. If (A) the issuer of a Qualified Reserve Fund Instrument becomes insolvent or (B) the issuer of a Qualified Reserve Fund Instrument defaults in its payment obligations thereunder or (C) the claims-paying ability of the issuer of the insurance policy or surety bond falls below a S&P “AA” or a Moody’s “Aa2” or (D) the rating of the issuer of the letter of credit falls below a S&P “AA,” the obligation to reimburse the issuer of the Qualified Reserve Fund Instrument shall be subordinate to the cash replenishment of the Debt Service Reserve Account.

(iv) If (A) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (B) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below a S&P “AA” or a Moody’s “Aa2” or (C) the rating of the issuer of the letter of credit falls below a S&P “AA”, the County shall either (1) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over the ensuing three years in equal installments deposited at least semiannually or (2) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of (i)-(iii) above within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below “A” or (b) the rating of the issuer of the letter of credit falls below “A” or (c) the issuer of the Qualified Reserve Fund Instrument defaults in its payment obligations or (d) the issuer of the Qualified Reserve Fund Instrument becomes insolvent, the County shall either (i) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Debt Service Reserve Account to equal the amount that should have then been on deposit in the Debt Service Reserve Account pursuant to the requirements of the Purchase Agreement, such amount to be paid over three years in equal installments on at least a semiannual basis or (ii) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements above, as applicable, within six months of such occurrence.

(v) Where applicable, the amount available for draws or claims under the Qualified Reserve Fund Instrument may be reduced by the amount of cash or permitted investments deposited in the Debt Service Reserve Account pursuant to clause (d)(i) of the preceding subparagraph (iv).

(vi) Any amounts owed by the County to the issuer of such credit instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of debt service requirements required to be made pursuant to the Purchase Agreement for any purpose, *e.g.*, Sections 4.2 and 4.4 of the Purchase Agreement.

(vii) The Trustee shall ascertain the necessity for a claim or draw upon the Qualified Reserve Fund Instrument and provide notice to the issuer of the Qualified Reserve Fund Instrument in accordance with its terms not later than three days (or such longer period as may be necessary depending on the permitted time period for honoring a draw under the Qualified Reserve Fund Instrument) prior to each Obligation Payment Date.

(viii) Cash on deposit in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Qualified Reserve Fund Instrument. If and to the extent that more than one Qualified Reserve Fund Instrument is deposited in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

(ix) A Qualified Reserve Fund Instrument may not be provided to replace existing cash or Permitted Investments unless the County obtains (A) the Series 2010 Insurer's written consent, and (B) a Special Counsel's Opinion to the effect that such action will not cause the interest on any Series 2010 Obligations to become includible in gross income for purposes of federal income taxes.

"Rating Agency" shall mean Fitch, Moody's or S&P, or any of them or their replacements as provided in the definition of each.

"Record Date" means (i) with respect to any Obligation Payment Date occurring on the first calendar day of any month, the 15th day of the calendar month next preceding that Obligation Payment Date (regardless of whether such 15th day is a Business Day) or (ii) such other date as may be designated pursuant to Section 2.2(c).

"Reserve Requirement" means \$11,173,750.00.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency for the type of credit in question, *"S&P"* shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by written notice to the Trustee.

"Securities Depository" has the meaning provided in Section 2.9.

“*Series 2010 Insurer*” means Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.), a New York stock insurance company, or any successor thereto or assignee thereof.

“*Series 2010 Policy*” means the insurance policy issued by the Series 2010 Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2010 Obligations when due.

“*Special Counsel*” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the County.

“*Special Counsel’s Opinion*” means an opinion signed by Special Counsel.

“*State*” means the State of Arizona.

Section 1.2 Interpretation.

(a) Any reference in this Indenture to the Board or any officer of the County shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections in this Indenture and the table of contents of this Indenture are solely for convenience of reference, do not constitute a part of this Indenture and shall not affect the meaning, construction or effect hereof. References to “Articles” and “Sections” are to those in this Indenture, unless otherwise specified.

Section 1.3 All Series 2010 Obligations Equally and Ratably Secured; Series 2010 Obligations Not General Obligations of the County. All of the Series 2010 Obligations executed and delivered under this Indenture and at any time Outstanding shall in all respects be equally and ratably secured by this Indenture, without preference, priority, or distinction on account of the date or dates or the actual time or times of the execution and delivery or maturity of the Series 2010 Obligations, so that all Series 2010 Obligations at any time Outstanding under this Indenture shall have the same right, lien and preference under this Indenture. The Series 2010 Obligations shall be payable solely out of the revenues and other security pledged by this Indenture and shall not constitute an indebtedness or general obligation of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE 2
AUTHORIZATION AND TERMS OF SERIES 2010 OBLIGATIONS

Section 2.1 Authorization of Series 2010 Obligations. The Trustee is authorized and directed by this Indenture, upon receipt of a request in writing from the County Representative, to prepare, execute and deliver \$165,000,000 aggregate original principal amount of Series 2010 Obligations to, or upon the direction of, RBC Capital Markets Corporation, as the underwriter of the Series 2010 Obligations. In no event shall the Series 2010 Obligations be deemed a debt or liability of the Trustee.

Section 2.2 Form, Date and Payment Terms of Series 2010 Obligations.

(a) The Series 2010 Obligations shall be dated the date of their initial execution and delivery, be executed and delivered in denominations of \$5,000 of principal each or any integral multiple thereof, and bear interest from the most recent Obligation Payment Date to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the date of their initial execution and delivery. Said interest shall represent the portion of each installment of the Purchase Price designated as interest and coming due during the six-month period preceding each Obligation Payment Date paid pursuant to Section 5.4(i); provided that the first installment shall be for interest from the date of initial execution and delivery of the Series 2010 Obligations to, but not including, January 1, 2011. The proportionate share of the portion of each installment of the Purchase Price designated as interest with respect to any Series 2010 Obligation shall be computed by multiplying the portion of each installment of the Purchase Price designated as principal with respect to such Series 2010 Obligation by the rate of interest applicable to such Series 2010 Obligation (on the basis of a 360-day year of twelve 30-day months).

The Series 2010 Obligations shall mature on July 1 in the years and amounts and bear interest at rates per annum (calculated on the basis of a 360-day year) as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2014	\$ 2,000,000	4.000%	2019	\$ 250,000	3.750%
2015	1,600,000	2.500	2019	15,645,000	5.000
2015	400,000	4.000	2020	1,365,000	4.000
2016	1,000,000	3.000	2020	15,320,000	5.000
2016	1,000,000	4.000	2021	17,510,000	5.000
2017	2,300,000	3.250	2022	18,385,000	5.000
2017	12,225,000	4.500	2023	19,300,000	5.000
2018	775,000	3.500	2024	20,270,000	5.000
2018	14,375,000	5.000	2025	21,280,000	5.000

(b) The Series 2010 Obligations shall be executed and delivered only in fully registered form and shall be numbered or otherwise designated in a manner specified by the Trustee so as to distinguish each Series 2010 Obligation from every other Series 2010 Obligation.

(c) Interest on each Series 2010 Obligation shall be payable when due to the Holder in whose name such Series 2010 Obligation is registered at the close of business on the Record Date with respect to each Obligation Payment Date, irrespective of any transfer or exchange of such Series 2010 Obligation subsequent to such Record Date and prior to such Obligation Payment Date, unless there is a default in the payment of interest due on such Obligation Payment Date. In the event of any such default, such defaulted interest shall be payable to the Holder in whose name such Series 2010 Obligation is registered at the close of business on a special Record Date for the payment of such defaulted interest established by notice mailed by the Trustee to the Holders of the Series 2010 Obligations not less than 15 days preceding such special Record Date. Such notice shall be mailed to the Holders in whose name the Series 2010 Obligations are registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of any Series 2010 Obligation subsequent to the mailing of such notice and on or before the special Record Date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee(s) along with the Series 2010 Obligation(s).

(d) Principal of and redemption premium, if any, and interest on each Series 2010 Obligation shall be payable when due in any coin or currency of the United States of America that is legal tender for the payment of public and private debts. Principal of and redemption premium, if any, on each Series 2010 Obligation shall be payable at the designated corporate trust office of the Trustee upon surrender of the Series 2010 Obligation on or after the maturity date. Payment of interest on the Series 2010 Obligations shall be made by check or draft mailed to the registered address of the Person entitled thereto; except that, upon the written direction of any Holder of not less than \$1,000,000 in aggregate principal amount of Series 2010 Obligations (which direction shall remain effective for so long as such Holder owns not less than \$1,000,000 in Series 2010 Obligations or until such Holder countermands such written direction in writing), the payment of interest on the Series 2010 Obligations owned by such Holder may be made by wire transfer of immediately available funds to an account located in a bank within the United States pursuant to wire transfer directions issued by such Holder.

(e) Any payment due on any Series 2010 Obligation that is not paid when due shall bear interest at a rate equal to the rate of interest borne on such Series 2010 Obligation, from the date such payment is due until the payment is made. Such interest shall be calculated based upon an assumption of a 360-day year of twelve 30-day months, with such interest compounded semiannually.

Section 2.3 Mutilated, Destroyed, Lost and Stolen Series 2010 Obligations. If (a) any mutilated Series 2010 Obligation is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Series 2010 Obligation, and (b) there is delivered to the Trustee such security or indemnity as the Trustee may require to hold the Trustee harmless, then, in the absence of notice to the Trustee that such Series 2010 Obligation has been acquired by a bona fide purchaser and upon the Holder paying the reasonable expenses of the Trustee and of any security or indemnity obligation required by the Trustee, the Trustee shall execute and deliver, in exchange for such mutilated Series 2010 Obligation or in lieu of such destroyed, lost or stolen Series 2010 Obligation, a new Series 2010 Obligation of like principal

amount, date and tenor. If any such mutilated, destroyed, lost or stolen Series 2010 Obligation has become, or will on or before the next Obligation Payment Date become, due and payable, the Trustee may, in its discretion, pay such Series 2010 Obligation when due instead of delivering a new Series 2010 Obligation.

Section 2.4 Execution of Series 2010 Obligations. All Series 2010 Obligations shall be executed by and in the name of the Trustee by manual signature of an individual who, as of the actual date of execution, is an authorized representative of the Trustee. If any authorized representative of the Trustee whose signature appears on any Series 2010 Obligation ceases to be an authorized representative of the Trustee before the date of initial execution and delivery of the Series 2010 Obligations, or was not an authorized representative on the nominal date of the Series 2010 Obligations, such signature shall nevertheless be effective.

Section 2.5 Registration, Transfer and Exchange of Series 2010 Obligations.

(a) All Series 2010 Obligations executed and delivered under this Indenture shall be negotiable, subject to the provisions for registration and transfer thereof contained in this Indenture or in the Series 2010 Obligations.

(b) So long as any Series 2010 Obligations are Outstanding, the Trustee shall maintain at its offices books for the registration and transfer of Series 2010 Obligations and shall provide for the registration and transfer of any Series 2010 Obligation under such reasonable regulations as the Trustee may prescribe. The Trustee shall act as registrar for purposes of exchanging and registering Series 2010 Obligations in accordance with the provisions of this Indenture.

(c) Each Series 2010 Obligation shall be transferable only upon the registration books maintained by the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any Series 2010 Obligation, the Trustee shall authenticate and deliver, in the name of the transferee, one or more new Series 2010 Obligations, of the same aggregate principal amount and maturity as the surrendered Series 2010 Obligation.

(d) Any Series 2010 Obligation, upon surrender thereof to the Trustee together with written instructions satisfactory to the Trustee, duly executed by the registered Holder or his attorney duly authorized in writing, may, at the option of the registered Holder thereof, be exchanged for Series 2010 Obligations of any other authorized denominations, with an equal aggregate principal amount and the same maturity.

(e) All Series 2010 Obligations surrendered in any exchange or transfer of Series 2010 Obligations shall forthwith be cancelled by the Trustee.

(f) In connection with any such exchange or transfer of Series 2010 Obligations the Holder requesting such exchange or transfer shall as a condition precedent to the exercise of the privilege of making such exchange or transfer remit to the Trustee an amount

sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.6 Persons Deemed Owners. The Person in whose name any Series 2010 Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest or any applicable premium on any Series 2010 Obligation shall be made only to or upon the written order of the registered Holder thereof (subject to provisions in this Indenture regarding the Record Date). Such payment shall be valid and effectual to satisfy and discharge the liability upon such Series 2010 Obligation to the extent of the amount so paid.

Section 2.7 Non-Presentation of Series 2010 Obligations. In the event any Series 2010 Obligation shall not be presented for payment when the principal thereof and premium, if any, becomes due, either at maturity or otherwise, if moneys sufficient to pay the principal of, premium, if any, and interest on, such Series 2010 Obligation shall have been deposited under this Indenture for such payment, all liability to the Holder thereof for the payment of such Series 2010 Obligation shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys as provided in this Indenture, including specifically Section 10.3, without liability for interest thereon, for the benefit of the Holder of such Series 2010 Obligation, who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Series 2010 Obligation.

Section 2.8 Destruction of Series 2010 Obligations. Upon payment of or surrender to the Trustee for cancellation of any Series 2010 Obligation, the Trustee shall destroy such Series 2010 Obligation.

Section 2.9 Book-Entry. The Trustee or the County may from time to time enter into, and discontinue, an agreement with a “clearing agency” registered under Section 17A of the Securities Exchange Act of 1934, as amended (the “Securities Depository”), which is the owner of the Series 2010 Obligations, to establish procedures with respect to the Series 2010 Obligations not inconsistent with the provisions of this Indenture; except that, notwithstanding any other provisions of this Indenture, any such agreement may contain provisions for notice to the Securities Depository different than those set forth in this Indenture provided that a legend to that effect appears on each Series 2010 Obligation so long as the Series 2010 Obligations are subject to such agreement. With respect to Series 2010 Obligations registered in the name of a Securities Depository (or its nominee), the Trustee shall not have any obligation to any of its members or participants or to any person on behalf of whom the Securities Depository holds an interest in the Series 2010 Obligations. The Trustee and the County acknowledge that the County has entered into an agreement with DTC and that while such agreement is in effect the procedures established in that agreement will apply to the Series 2010 Obligations notwithstanding any other provisions of this Indenture to the contrary. As long as DTC is the Securities Depository with respect to the Series 2010 Obligations, the Trustee shall be a “DTC Direct Participant.”

ARTICLE 3
REDEMPTION OF SERIES 2010 OBLIGATIONS

Section 3.1 Right to Redeem. The Series 2010 Obligations shall be subject to redemption prior to maturity, in any order of maturity, as directed by the County, at such times, to the extent and in the manner provided in this Indenture.

Section 3.2 Redemption of Series 2010 Obligations. The Series 2010 Obligations maturing on or prior to July 1, 2020, are not subject to optional redemption prior to maturity. The Series 2010 Obligations maturing on and after July 1, 2021, are subject to redemption, in whole or in part on any date on or after July 1, 2020, in increments of \$5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the County, and by lot within a maturity (as provided in Section 3.3 below) by payment of the principal amount of each Series 2010 Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

In the event a portion, but not all, of the Series 2010 Obligations are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory redemptions applicable to the Series 2010 Obligations shall be proportionately reduced (subject to the Trustee making such adjustments as it deems necessary to be able to effect future redemptions of the Series 2010 Obligations in authorized denominations).

Section 3.3 Selection of Series 2010 Obligations to be Redeemed. If less than all of the Series 2010 Obligations of the same maturity are to be redeemed upon any redemption of Series 2010 Obligations under this Indenture, the Trustee shall select the Series 2010 Obligations to be redeemed, from among those of the applicable maturity, by lot or in such other manner as the Trustee shall deem fair. In making such selection, the Trustee shall treat each Series 2010 Obligation as representing that number of Series 2010 Obligations as is obtained by dividing the original principal amount of each such Series 2010 Obligation by the lowest authorized denomination of Series 2010 Obligations.

Section 3.4 Partial Redemption of Series 2010 Obligations. Upon the selection and notice of redemption and the surrender of any Series 2010 Obligation for redemption in part only, the Trustee shall execute and deliver to or upon the written order of the Holder thereof, at the expense of the County, a new Series 2010 Obligation(s) of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Series 2010 Obligation surrendered.

Section 3.5 Effect of Call for Redemption. On the date designated for redemption by notice given as provided in this Indenture, the Series 2010 Obligations called for redemption shall become and be due and payable at the redemption price of such Series 2010 Obligations on such date. If on the date fixed for redemption moneys or Defeasance Obligations sufficient for payment of the redemption price and accrued interest on such date are held by the Trustee as provided in this Indenture, interest on the Series 2010 Obligations called for redemption shall cease to accrue, such Series 2010 Obligations shall cease to be entitled to any benefit or security under this Indenture except the right to receive payment from the moneys held by the Trustee

and the amount of such Series 2010 Obligations called for redemption shall be deemed paid and no longer Outstanding.

Section 3.6 Notice of Redemption.

(a) Whenever redemption of Series 2010 Obligations is to be made, the Trustee shall give notice of the redemption of such Series 2010 Obligations, which notice shall specify the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2010 Obligations are to be redeemed, the numbers or other distinguishing marks of such Series 2010 Obligations so to be redeemed, including CUSIP numbers, and, in the case of Series 2010 Obligations to be redeemed in part only, such notice shall also specify the respective portions of the principal amounts thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Series 2010 Obligation to be redeemed the redemption price thereof, as appropriate, of such Series 2010 Obligation or the specified portion thereof in the case of a Series 2010 Obligation to be redeemed in part only, together with interest accrued to the redemption date on such Series 2010 Obligations or portion thereof so to be redeemed. Notwithstanding the foregoing, no notice of redemption shall be sent unless (i) the Trustee has on deposit sufficient funds to effect such redemption or (ii) the redemption notice states that redemption is contingent upon receipt of such funds prior to the redemption date. Such redemption notices may state that no representation is made as to the correctness or accuracy of the CUSIP numbers printed therein or on the Series 2010 Obligations.

(b) Such notice shall be given by mailing a copy of such notice, first class United States mail postage prepaid, not less than 30 days nor more than 60 days before the redemption date, to (i) all Holders of any Series 2010 Obligations or portions of Series 2010 Obligations that are to be redeemed at their last addresses appearing upon the registry books and (ii) to the Treasurer of the County. Such notice shall be mailed a second time to any Holder of Series 2010 Obligations that have been called for redemption if such Holder has not presented such Series 2010 Obligations for payment of the redemption price within 60 days after the redemption date. Failure so to mail any such notice, or a defect in such notice, as to any Series 2010 Obligation shall not affect the validity of the proceedings for the redemption of any other Series 2010 Obligation, and failure to mail a second notice shall not affect the validity of the proceedings for the redemption of any Series 2010 Obligation.

ARTICLE 4
FORM OF SERIES 2010 OBLIGATIONS

The Series 2010 Obligations shall be substantially in the forms set forth in the Exhibit A to this Indenture with such omissions, insertions and variations as are consistent with the provisions of this Indenture.

ARTICLE 5 REVENUES AND FUNDS

Section 5.1 Creation of Funds and Accounts. The Trustee shall create (a) the Obligation Fund, which shall contain the following accounts: (i) the Interest Account, (ii) the Principal Account, and (iii) the Debt Service Reserve Account, and (b) the Delivery Costs Fund. Such funds and accounts shall be held in trust for the benefit of the Holders and the Series 2010 Insurer, as their interests may appear.

Section 5.2 Application of Series 2010 Obligation Proceeds. The Trustee shall receive \$176,124,575.56, being the proceeds of the sale of the Series 2010 Obligations (including original issue premium), net of underwriter's discount and net of the premium for the Series 2010 Policy. The Trustee shall (i) deposit an amount equal to the Reserve Requirement into the Debt Service Reserve Account, (ii) deposit an amount equal to \$454,200.00 to the Delivery Costs Fund, and (iii) transfer the balance to the County for deposit to the Improvements Fund.

Section 5.3 Flow of Funds Into the Obligation Fund. The following payments to the Trustee shall be applied in the following manner:

(i) The Trustee shall deposit to the Interest Account amounts paid pursuant to Section 3.3(b)(ii) of the Purchase Agreement. (Amounts transferred pursuant to Section 2.2(d) of the Purchase Agreement and Section 5.4(iii)(B) of this Indenture shall also be deposited into the Interest Account.)

(ii) The Trustee shall deposit to the Principal Account amounts paid pursuant to Section 3.3(b)(iii) of the Purchase Agreement as well as the total of any amounts received for any redemption of Series 2010 Obligations. (Amounts transferred pursuant to Section 2.2(d) of the Purchase Agreement and Section 5.4(iii)(B) of this Indenture shall also be deposited in the Principal Account.)

(iii) The Trustee shall deposit to the Debt Service Reserve Account amounts paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement. No deposit need be made into the Debt Service Reserve Account if the amount on deposit therein plus the maximum amount of the Qualified Reserve Fund Instruments contained therein equals the Reserve Requirement.

Section 5.4 Flow of Funds Out of the Obligation Fund. Amounts in the following accounts shall be applied in the following manner:

(i) Amounts in the Interest Account shall be used to pay interest on the Series 2010 Obligations as it becomes due.

(ii) Amounts in the Principal Account shall be used to retire Series 2010 Obligations by payment on their scheduled maturity date, mandatory redemption date or optional redemption date.

(iii) (A) Amounts in the Debt Service Reserve Account shall be used to pay the interest on, or to retire at their scheduled maturity or mandatory redemption date, the Series 2010 Obligations in the event that no other money of the County is available therefor or for the retirement (including by defeasance pursuant to Section 10.2) of all of the Series 2010 Obligations then Outstanding. If and to the extent that money has been deposited in the Debt Service Reserve Account, all such money shall be used (or investments purchased with such money shall be liquidated and the proceeds applied as required) prior to any drawing under a Qualified Reserve Fund Instrument. If and to the extent that more than one Qualified Reserve Fund Instrument is credited to the Debt Service Reserve Account in lieu of money, drawings under such Qualified Reserve Fund Instruments shall be made on a *pro-rata* basis (calculated by reference to the policy, surety or other similar limits or maximum amounts available thereunder) after applying all available money in the Debt Service Reserve Account.

(B) If on July 2 of any year the amount in the Debt Service Reserve Account exceeds an amount equal to the Reserve Requirement and if the County is not then in default under the Purchase Agreement, the Trustee shall withdraw the amount of any such excess from such account and shall apply such amount, first and on a *pro-rata* basis, to pay amounts due with respect to any Qualified Reserve Fund Instruments, including by transferring *pro-rata* amounts in the appropriate “reimbursement funds” established to reimburse the providers of any Qualified Reserve Fund Instruments for any payments made by the providers thereof until the corresponding costs with respect thereto are paid, second, as a deposit to the Interest Account, and third, if the amount in the Interest Account is equal to or greater than the interest due on the Series 2010 Obligations on the next Obligation Payment Date, as a deposit to the Principal Account.

Section 5.5 Investment of Moneys Held by Trustee.

(a) Moneys in all funds and accounts held by the Trustee shall be invested by the Trustee, as soon as possible upon receipt of immediately available funds at its designated corporate trust office, to the fullest amount possible, in Permitted Investments as directed, in writing, by the County Representative; provided that the maturity date or the date on which such Permitted Investments may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the funds or accounts for which the investments were made will be required for the purposes thereof. In the event no investment direction is given to the Trustee by the County, then the Trustee shall invest moneys in investments described in paragraph 2 of the definition of Defeasance Obligations.

(b) Amounts credited to a fund or account may be invested, together with amounts credited to one or more other funds or accounts, in the same Permitted Investment, provided that (i) each such investment complies in all respects with the provisions of subsection (a) of this Section as they apply to each fund or account for which the joint investment is made

and (ii) the Trustee maintains separate records for each fund and account and such investments are accurately reflected therein.

(c) The Trustee may make any investment permitted by this Section, through or with its own commercial banking or investment departments, as agent or principal, unless otherwise directed by the County Representative. The Trustee may conclusively rely upon such written direction from the County as to both the suitability and legality of the directed investments. The County acknowledges that regulations of the Comptroller of the Currency grant the County the right to receive brokerage confirmations of the Security transactions as they occur, at no additional cost. To the extent permitted by law, the County specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

(d) In computing the amount in any fund or account, Permitted Investments purchased as an investment of moneys therein shall be valued as follows:

(i) For securities:

(A) the closing bid price quoted by Interactive Data Projects, Inc.; or

(B) a valuation performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date; or

(C) the lower of two dealer bids on the valuation date. The dealers or their parent holding companies must be rated at least investment grade by Moody's and S&P and must be market makers in the securities being valued.

(ii) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest.

(iii) As to any investment not specified above: the value thereof established by such investment agreement, Qualified Reserve Fund Instrument or repurchase or reverse repurchase agreement or by prior agreement between the County and the Trustee.

(e) The Trustee shall sell at the best price obtainable, or present for redemption, any Permitted Investment purchased by it as an investment whenever it shall be necessary in order to provide moneys to make any required payment or transfer from the fund or account for which such investment was made.

(f) (i) The Trustee shall not knowingly make any investment at a "yield" in excess of the maximum yield, if any, stated with respect to the source of moneys therefor in any arbitrage or other similar certificate executed and delivered pursuant to

section 148 of the Code or any successor section of the Code, issued in connection with the execution and delivery of the Series 2010 Obligations except during any “*temporary period*” stated in any arbitrage or other certificate, and the Trustee shall make and keep appropriate records of such investments, yields and temporary periods as required by section 148 of the Code or any successor section thereof. Notwithstanding the foregoing, investments may be made at a higher “*yield*” or for a different “*temporary period*” or both in accordance with written instructions of Special Counsel filed with and addressed to the Trustee.

(ii) Neither the Trustee nor the County shall knowingly use or direct or permit the use of any moneys of the County in its possession or control in any manner that would cause any Series 2010 Obligation to be an “*arbitrage bond*” within the meaning ascribed to such term in section 148 of the Code, or any successor section of the Code. The Trustee and the County shall comply with and take all actions required by any arbitrage or similar certificate and will continue to do so notwithstanding any satisfaction or discharge of this Indenture.

Section 5.6 Liability of Trustee for Investments. The Trustee shall not be liable for any loss resulting from the making of any investment made in accordance with the provisions of this Indenture, except for its own negligence, willful misconduct or breach of trust.

Section 5.7 Investment Income. Except as otherwise provided in this Indenture, interest income and gain received, or loss realized, from investments or moneys in a fund or account shall be credited, or charged, as the case may be, to such fund or account.

Section 5.8 Delivery Costs Fund. Proceeds from the sale of the Series 2010 Obligations shall be deposited in the Delivery Costs Fund as described in Section 5.2. The Trustee shall disburse moneys in the Delivery Costs Fund only upon a requisition signed by the County Representative, substantially in the form attached hereto as Exhibit B entitled “Order for Disbursement”, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the person or persons to whom such amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund. Amounts remaining in the Delivery Costs Fund after September 1, 2010, or such earlier date as the County has notified the Trustee that all Delivery Costs have been paid, shall be transferred to the County for deposit to the Improvements Fund.

The Trustee shall be responsible for the safekeeping and investment, upon the written direction of the County Representative, of the moneys held in the Delivery Costs Fund in Permitted Investments and the payment thereof in accordance with this Section. Notwithstanding the foregoing, the Trustee shall be entitled to rely conclusively on the requisitions and written orders supplied to it by the County Representative in connection with disbursements made pursuant to this Section.

ARTICLE 6 CERTAIN COVENANTS

Section 6.1 Payment of Principal and Interest. Subject to the limited liability and sources of payment specified in this Indenture, the Series 2010 Obligations shall be promptly paid in the amounts due at the place, on the dates and in the manner provided in this Indenture and in said Series 2010 Obligations according to the terms thereof. The amounts due on the Series 2010 Obligations are payable solely from moneys held or received by the Trustee under this Indenture, all of which are by this Indenture specifically assigned and pledged to such payment in the manner and to the extent specified in this Indenture and nothing in this Indenture or in the Series 2010 Obligations shall be construed as assigning or pledging any other funds or assets of the County.

Section 6.2 Performance of Covenants. Subject to the limited liability and sources of payment described in this Indenture and except to the extent assigned to the Trustee under this Indenture, the County shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided in this Indenture, in each and every Series 2010 Obligation executed, authenticated and delivered under this Indenture and in all proceedings of the County pertaining thereto.

Section 6.3 Instruments of Further Assurance. The County shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental to this Indenture and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee all interests, revenues and receipts pledged by this Indenture to the payment of the principal of and premium, if any, and interest on the Series 2010 Obligations in the manner and to the extent contemplated in this Indenture.

Section 6.4 Rights under Purchase Agreement. The Trustee may enforce all rights under the Purchase Agreement for and on behalf of the Holders, whether or not the County is then in default under this Indenture.

Section 6.5 Protection of Lien. The County shall not make or create or agree to permit to be made or created any assignment or lien on a parity with or having priority or preference over the assignment and lien of this Indenture upon the interests granted by this Indenture or any part thereof except as otherwise specifically provided in the Purchase Agreement. No obligation, the payment of which is secured by property or revenues pledged under this Indenture, shall be executed and delivered by the County except in lieu of, or upon transfer of registration or exchange of, any Series 2010 Obligation except as provided in the Purchase Agreement.

ARTICLE 7 DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following is an “*Indenture Event of Default*”:

(a) If payment of any installment of interest on any Series 2010 Obligation is not made in full when the same becomes due and payable;

(b) If payment of the principal or redemption premium, if any, on any Series 2010 Obligation is not made in full when the same becomes due and payable;

(c) If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of all or any part of the interests pledged under this Indenture and such custody or control continues for more than 60 days;

(d) If the County defaults in the due and punctual performance of any other covenant, condition, agreement or provision on its part to be performed as provided in this Indenture or in the Series 2010 Obligations and such default continues for 30 days after the Trustee gives the County written notice specifying such default, unless within such 30 days the County commences and diligently pursues in good faith appropriate corrective action to the satisfaction of the Trustee and such failure does not continue for a period of more than 60 days unless otherwise consented to by the Series 2010 Insurer; the Trustee may (with the prior written consent of the Series 2010 Insurer) give such notice in its discretion and shall give such notice at the written request of the Holders of not less than 25 percent in principal amount of the Series 2010 Obligations then Outstanding; or

(e) If any event of default provided by Section 7.1 of the Purchase Agreement occurs.

Section 7.2 Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Indenture Event of Default and in accordance with Article 7 of this Indenture and Article 7 of the Purchase Agreement, the Trustee may, and upon the written request of the Holders of not less than a majority in principal amount of the Series 2010 Obligations Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall protect and enforce its rights and the rights of the Holders under this Indenture and the Series 2010 Obligations by such suits, actions or proceedings as the Trustee, being advised by counsel, deems expedient, including but not limited to, an action for the recovery of any amounts due under this Indenture or for damages for the breach of this Indenture, and the Trustee may pursue any other remedy that the law affords, including the remedy of specific performance. The Trustee shall also have those remedies provided pursuant to Article 7 of the Purchase Agreement, subject to any limitations on such remedies set forth in such Article 7.

(b) Regardless of the happening of an Indenture Event of Default and subject to Section 7.7, the Trustee, if requested in writing by the Holders of not less than a majority in principal amount of the Series 2010 Obligations then Outstanding shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it deems necessary or expedient (i) to prevent any impairment of the security under this Indenture by any acts that may be unlawful or in violation of this Indenture, or (ii) to preserve or protect the interests of the Holders, provided that such request is in accordance with law and the provisions

of this Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of the Holders of Series 2010 Obligations not making such request.

Section 7.3 No Acceleration. In no event shall the Trustee have the right to accelerate or cause to become immediately due and payable, or payable in advance of their scheduled maturity dates, any amounts due under this Indenture other than as a result of optional redemption pursuant to Article 3 of this Indenture, and then only to the extent of the amount to be so redeemed.

Section 7.4 Application of Revenues and Other Moneys After Default.

(a) During the continuance of an Indenture Event of Default all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Obligation Fund, and all amounts held by the Trustee under this Indenture shall be applied as follows; provided, that if the amount available shall not be sufficient to pay in full any amount or amounts then due, then to the payment thereof ratably in a manner consistent with Section 3.3 of the Purchase Agreement, according to the amounts due to the Persons entitled thereto, without any discrimination or preference:

- First:* To the payment of all installments of interest then due (including interest on amounts not paid when due on the Series 2010 Obligations);
- Second:* To the payment of the unpaid Principal Installments or redemption price of any Series 2010 Obligations that have become due, whether at maturity or by call for redemption, in the order of their due dates; and
- Third:* To the payment of any other amounts due and owing to the Series 2010 Insurer.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal of the Series 2010 Obligations to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any unpaid Series 2010 Obligation until such Series 2010 Obligation is presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all principal of and interest on the Series 2010 Obligations that has become due has been paid under the provisions of this Section and all expenses and charges

of the Trustee have been paid and the Obligation Fund contains the amounts then required to be credited thereto, any balance remaining shall be paid to the County.

Section 7.5 Remedies Not Exclusive. No remedy provided by this Indenture to the Trustee or the Holders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of this Indenture.

Section 7.6 Remedies Vested in Trustee. Any cause of action (including the right to file proof of claims) under this Indenture or under any of the Series 2010 Obligations may be brought by the Trustee, without the possession of any of the Series 2010 Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding may be brought without the necessity of joining as plaintiffs or defendants any Holders of the Series 2010 Obligations. Subject to the provisions of Section 7.4, any recovery or judgment shall be for the equal benefit of all the Holders of the Outstanding Series 2010 Obligations. Nothing in this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Series 2010 Obligations or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

Section 7.7 Individual Holder Action Restricted.

(a) No Holder of any Series 2010 Obligation shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust or for any remedy under this Indenture except for the right to institute any suit, action or proceeding in equity or at law for the enforcement of the Trustee's duties and powers under this Indenture upon the occurrence of all of the following events:

(i) The Holders of at least a majority in principal amount of Series 2010 Obligations Outstanding have made written request to the Trustee to proceed to exercise the powers granted in this Indenture; and

(ii) Such Holders have offered to indemnify the Trustee as provided in Section 8.2(v); and

(iii) The Trustee has failed or refused to exercise the duties or powers granted in this Indenture for a period of 60 days after receipt by it of such request and offer of indemnity; and

(iv) During such 60 day period no direction inconsistent with such written request has been delivered to the Trustee by the Holders of a greater majority in principal amount of Series 2010 Obligations then Outstanding.

(b) No one or more Holders of Series 2010 Obligations shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Indenture or to enforce

any right under this Indenture except in the manner provided in this Indenture and for the equal benefit of the Holders of all Series 2010 Obligations Outstanding.

(c) Nothing contained in this Indenture shall affect or impair, or be construed to affect or impair, the right of the Holder of any Series 2010 Obligation (i) to receive payment of the principal of or premium, if any, or interest on such Series 2010 Obligation, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Holder of any Series 2010 Obligation may institute or prosecute any such suit if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of of this Indenture on the moneys, funds and properties pledged under this Indenture for the equal and ratable benefit of all Holders of Series 2010 Obligations.

Section 7.8 Termination of Proceedings. In case any proceeding taken on account of an Indenture Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Holders, then the County, the Trustee and the Holders shall be restored to their former positions and rights under this Indenture, and all rights and powers of the Trustee and the Holders shall continue as if no such proceeding had been taken.

Section 7.9 Waiver of Event of Default.

(a) No delay or omission of the Trustee or of the Holder of any Series 2010 Obligations to exercise any right or power accruing upon any Indenture Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Indenture Event of Default or an acquiescence therein. Every power and remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive in writing any Indenture Event of Default that in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Indenture, or before the completion of the enforcement of any other remedy under this Indenture.

(c) In case of any waiver by the Trustee of an Indenture Event of Default under this Indenture, the County, the Trustee and the Holders shall be restored to their former positions and rights under this Indenture, respectively, but no such waiver shall extend to any subsequent or other Indenture Event of Default. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Indenture Event of Default in accordance with this Section.

Section 7.10 Notice of Default.

(a) Within 30 days after (i) the occurrence of an Indenture Event of Default under Section 7.1(a) or (b) of which the Trustee is deemed to have notice, or (ii) receipt by the Trustee of actual knowledge or written notice of an Indenture Event of Default under Section 7.1(c), (d) or (e), the Trustee shall, unless such Indenture Event of Default has been cured, give

written notice thereof by first class mail to each Holder of a Series 2010 Obligation then Outstanding, provided that, except in the case of a default in the payment of Principal Installments or the redemption price of or interest on any of the Series 2010 Obligations, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Holders.

(b) The Trustee shall immediately notify the County of (i) the occurrence of an Indenture Event of Default under Section 7.1(a) or (b) and (ii) when the Trustee has received actual knowledge or written notice of an Indenture Event of Default under Section 7.1(c), (d) or (e).

Section 7.11 Limitation of Liability.

(a) Except for the payment of amounts pursuant to the Purchase Agreement when due and the performance of the other covenants and agreements of the County contained in the Purchase Agreement and in this Indenture, the County shall have no pecuniary obligation or liability to any of the other parties or to the Holders with respect to this Indenture or the terms, execution, delivery or transfer of the Series 2010 Obligations, or the distribution of applicable portions of the Purchase Price to the Holders by the Trustee.

(b) The County shall not have any obligation or liability to any of the other parties or to the Holders with respect to the performance by the Trustee of any duty imposed upon it under this Indenture; nor shall the Trustee have any obligation or liability to any of the other parties or to the Holders with respect to the performance by the County of any duty imposed upon it under this Indenture.

Section 7.12 Limitations on Remedies. It is the purpose and intention of this Article to provide to the Trustee and Holders rights and remedies that lawfully may be granted, but should any right or remedy granted in this Indenture be held to be unlawful, the Trustee and the Holders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture and, to the extent consistent with the provisions of this Indenture, by law.

**ARTICLE 8
THE TRUSTEE**

Section 8.1 Certain Duties and Responsibilities of Trustee.

(a) Except during the continuance of an Indenture Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming

to the requirements of this Indenture; but in the case of any such certificates or opinions that are required by any provision of this Indenture or of the Purchase Agreement, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture or the Purchase Agreement on their face.

(b) In case an Indenture Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate indenture trustee would exercise or use under the circumstances.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct or breach of trust, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith and without negligence, willful misconduct or breach of trust by a president or vice-president of the board of directors, the president or vice-president of the executive committee of the board of directors, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any associate or senior associate, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without negligence in accordance with the direction of, subject to Section 12.7, the Series 2010 Insurer or the Holders of the Outstanding Series 2010 Obligations as provided in this Indenture relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment properly to be done by it as the Trustee, without prior assurance of indemnity, and in such case shall be entitled to reimbursement by the County for all reasonable costs, expenses, attorneys' and other fees and expenses, and all other reasonable disbursements, including its own fees and expenses, and for all liability and damages suffered by the Trustee in connection therewith except for the Trustee's negligence, willful misconduct or breach of trust.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2 Certain Rights of Trustee. Except as otherwise provided in Section 8.1:

(i) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) Any request or direction of the County mentioned in this Indenture shall be sufficiently evidenced by a certificate of the County Representative, and any action of the Board may be sufficiently evidenced by a copy of a resolution certified by the Clerk or Assistant Clerk of the Board to have been duly adopted by the Board and to be in full force and effect on the date of such certification and delivered to the Trustee.

(iii) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Indenture, the Trustee (unless other evidence is specifically prescribed in this Indenture) may, in the absence of bad faith on its part, rely upon a certificate of the County Representative.

(iv) The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it under this Indenture in good faith and in reliance thereon.

(v) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture unless such Holders shall have offered to the Trustee satisfactory security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(vi) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(vii) The Trustee may engage agents and attorneys to assist it in executing any of the trusts or powers under this Indenture or performing any duties under this Indenture and shall not be liable for the negligence or misconduct of such agents and attorneys so long as the Trustee exercises due care in the selection thereof.

(viii) The Trustee shall not be responsible for the recording or filing of any documents relating to the Purchase Agreement.

(ix) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(x) In acting or omitting to act pursuant to the Purchase Agreement, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Indenture, including, but not limited to, this Article 8.

Section 8.3 Employment of Experts. The Trustee is authorized to employ as its agents such attorneys at law, certified public accountants and recognized authorities in their fields (who are not employees of the Trustee), as it reasonably may deem necessary to assist it to carry out any of its obligations under this Indenture, and shall be reimbursed by the County for all reasonable expenses and charges in so doing.

Section 8.4 Enforcement of Performance by Others. Except as provided in Section 8.1 or otherwise specifically provided in this Indenture, it shall not be the duty of the Trustee to see that any duties and obligations imposed upon the County by this Indenture are performed.

Section 8.5 Right to Deal in Series 2010 Obligations and Take Other Actions. The Trustee may in good faith buy, sell or hold and deal in any Series 2010 Obligations with like effect as if it were not such Trustee and may commence or join in any action that a Holder is entitled to take with like effect as if the Trustee were not the Trustee. It is understood and agreed that the Trustee engages in a general banking business and no provision of this Indenture or of the Purchase Agreement is to be construed to limit or restrict the right of the Trustee to engage in such business with the County or any Holder. So engaging in such business shall not, in and of itself, and so long as the Trustee duly performs all of its duties as required by this Indenture and by the Purchase Agreement, constitute a breach of trust on the part of the Trustee, but neither shall engaging in such business abrogate, alter or diminish any duty or obligation of the Trustee as Trustee under this Indenture.

Section 8.6 Removal and Resignation of Trustee.

(a) The Trustee may resign at any time from the trusts created by this Indenture by giving written notice of the resignation to the County, the Series 2010 Insurer and any Paying Agents and by mailing written notice of the resignation to the Holders as their names and addresses appear on the register it maintains with respect to the Series 2010 Obligations at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee.

(b) The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the County, the Series 2010 Insurer and any Paying Agents and signed by (i) the

County Representative or (ii) by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Series 2010 Obligations then Outstanding. The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by an instrument signed by the County or by any court of competent jurisdiction upon the application of the County, or the Holders of not less a majority in aggregate principal amount of the Series 2010 Obligations then Outstanding under this Indenture. Any removal shall not take effect until a successor Trustee has been appointed. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the County shall be entitled to appoint a successor Trustee acceptable to the County.

(d) If the Holders of a majority of the principal amount of Series 2010 Obligations then Outstanding object to the successor Trustee so appointed by the County and if such Holders designate another Person qualified to act as the Trustee, the County shall then appoint as the Trustee the Person so designated by the Holders.

(e) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do trust business in the State and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$200,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(f) Every successor Trustee howsoever appointed under this Indenture shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing, accepting such appointment under this Indenture, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, power and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(g) Each successor Trustee, not later than ten days after its assumption of the duties under this Indenture, shall mail a notice of such assumption to each Holder of a Series 2010 Obligation.

(h) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or

transfer all or substantially all of its corporate trust business shall be the successor to such Trustee without the execution or filing of any paper or any further act, provided such company shall be eligible as a successor Trustee under this Indenture.

Section 8.7 Proof of Claim. The Trustee shall have the right and power to take actions in the name and place of the County or Holders to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required. Any amount recovered as a result of any such claim, after payment of all fees (including reasonable attorneys' fees), costs, expenses and advances incurred by the Trustee or its agents in pursuing such claim, shall be for the equal benefit of all of the Holders.

Section 8.8 Trustee's Fees and Expenses.

(a) The Trustee shall be entitled to be paid from time to time reasonable compensation for all services rendered by it under this Indenture; to reimbursement upon request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith or willful misconduct or breach of trust; and, together with the Trustee's officers, directors, agents and employees, to be indemnified by the County, for, from and against any loss, liability, claim, suit, cost, judgment, damages or expense (including without limitation legal fees and expenses) arising out of or in connection with the acceptance or administration of this trust or its duties under this Indenture, the Purchase Agreement and any other document or transaction contemplated in connection with this Indenture or the Purchase Agreement. The Trustee's right to indemnity shall not extend to claims, suits and actions successfully brought against the Trustee for, or losses, liabilities or expenses incurred as a result of the Trustee's own negligence, bad faith, willful misconduct or breach of trust. In the event any action or proceeding is instituted or pending against the Trustee by reason of or in connection with the acceptance or administration of this trust or the Trustee's duties under this Indenture, the County may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the Trustee. If any such action or proceeding includes any claims alleging the Trustee's own negligence, bad faith, willful misconduct or breach of trust, the Trustee shall reimburse the County its expenses (including reasonable attorneys' fees), if any, of assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the Trustee is not entitled to be indemnified as authorized in this Section. Any settlement of any such action or proceeding shall not, of itself, create a presumption as to the merits of any claims alleging the Trustee's own negligence, bad faith, willful misconduct or breach of trust. The Trustee's rights to compensation, reimbursement and indemnity while serving as Trustee under this Indenture shall survive resignation or removal of the Trustee or discharge of the Indenture.

(b) Any provision of this Indenture to the contrary notwithstanding, if the County fails, within 30 days of receiving an itemized invoice and back-up documentation, to make any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, the Trustee may reimburse itself

from any moneys on hand in any fund or account created pursuant to this Indenture and shall have a lien prior to the Holders of the Series 2010 Obligations. When the Trustee incurs expenses or renders services after the occurrence of an Indenture Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.9 Reports; Records.

(a) The Trustee shall quarterly, or at such other intervals as the Trustee and the County shall from time to time agree upon (but in no event more frequently than monthly), prepare and submit to the County reports covering all moneys received and all payments, expenditures and investments made as the Trustee under this Indenture since the last previous such report.

(b) The Trustee's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board of the United States, the requirements of the Code and any other securities industry standard. The Trustee shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service. In lieu of destruction and immediately prior to the date the Trustee would destroy any Holder or payment records with respect to the Series 2010 Obligations maintained by the Trustee pursuant to this Indenture, such records shall be provided to the Treasurer of the County.

Section 8.10 Separate or Co-Trustee.

(a) At any time or times, solely for the purpose of meeting any legal requirements of any jurisdiction other than Arizona, the County and the Trustee shall have the power to appoint one or more Persons, approved by the Trustee and, unless an Indenture Event of Default has occurred and is continuing, reasonably acceptable to the County, to act as either a co-trustee or co-trustees, or as a separate trustee or separate trustees, of all or any part of the pledged property, and to vest in such Person or Persons, in such capacity, such title to the pledged property or any part thereof, and such rights, powers, duties, trusts or obligations as the County and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section. Upon the request of the Trustee or of the Holders of at least a majority in principal amount of Series 2010 Obligations then Outstanding, the County shall for such purpose join with the Trustee and both, as necessary, will execute, deliver and perform all instruments and agreements necessary or proper to affect the appointment.

(b) If the County fails to join in such appointment within 30 days after the receipt by it of a request to do so, or if an Indenture Event of Default has occurred and is continuing, the Trustee acting alone shall have power to make such appointment.

(c) The County shall execute, acknowledge and deliver all instruments reasonably required by any such co-trustee or separate trustee to more fully and certainly vest in such co-trustee or separate trustee the property, rights, powers and duties intended to be vested in such co-trustee or separate trustee.

(d) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(i) The Series 2010 Obligations shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations conferred upon the Trustee by this Indenture in respect to the custody, control and management of moneys, papers, securities and other personal property shall be exercised, solely by the Trustee.

(ii) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(iii) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action under this Indenture shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee and such co-trustee or separate trustee shall abide by such request.

(iv) Any co-trustee or separate trustee may, to the extent permitted by law, delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(v) The Trustee may at any time, by any instrument in writing, with the concurrence of the County, accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Indenture Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee. Upon the request of the Trustee, the County shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(vi) No Trustee or any Paying Agent under this Indenture shall be personally liable by reason of any act or omission of any other trustee or paying agent under this Indenture, nor will the act or omission of any trustee or paying agent under this Indenture be imputed to any other trustee or paying agent.

(vii) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(viii) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee under this Indenture shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

(e) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) with such title to the pledged property or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing signed by the Trustee and any co-trustee or separate trustee, constitute the Trustee, its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

(f) In case any co-trustee or separate trustee shall dissolve, cease to exist, become incapable of acting, resign or be removed, the title to the pledged property, and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner provided in this Indenture.

Section 8.11 Recitals and Representations.

(a) The recitals, statements and representations contained in this Indenture, or in any Series 2010 Obligation (excluding the Trustee's authentication on the Series 2010 Obligations or any recitals or representations concerning the Trustee or its powers) shall not be taken or construed as made by the Trustee, and the Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(b) The Trustee makes no representation as to, and is not responsible for, the validity or sufficiency of this Indenture, of the Series 2010 Obligations, or the validity or sufficiency of insurance to be provided or, except as required in this Indenture, the filing or recording or registering of any document. The Trustee shall be deemed not to have made representations as to the security afforded by or under this Indenture or as to the validity or sufficiency of such document. The Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys that are released or withdrawn in accordance with the provisions of this Indenture. Except as to defaults described in Sections 7.1(a) and (b) of which the Trustee is deemed to have notice, the Trustee shall have no duty of inquiry with respect to any default or Events of Default described in this Indenture without actual knowledge of or receipt by the Trustee of written notice of a default or an Indenture Event of Default from any Holder.

(c) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure or sales material prepared or distributed in connection with the execution and delivery of the Series 2010 Obligations.

ARTICLE 9
SUPPLEMENTS TO INDENTURE
AND AMENDMENTS TO PURCHASE AGREEMENT

Section 9.1 Supplements Not Requiring Consent of Holders. The County acting through the County Representative and the Trustee may, without the consent of or notice to any of the Holders but with prior written notice to the Series 2010 Insurer, enter into one or more supplements to this Indenture for one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in this Indenture or to correct or supplement any provision in this Indenture that is inconsistent with any other provision in this Indenture, or to make any other provisions with respect to matters or questions arising under this Indenture provided such action shall, in the opinion of counsel delivered to the Trustee under Section 9.3(a), not materially adversely affect the interests of the Holders;

(ii) To grant or confer upon the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(iii) To secure additional revenues or provide additional security or reserves for payment of the Series 2010 Obligations or to add a Qualified Reserve Fund Instrument and necessary, related provisions therefor;

(iv) To comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(v) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms of Section 8.6 and Section 8.10;

(vi) To permit Series 2010 Obligations in bearer form if the County and the Trustee receive a Special Counsel's Opinion that such action will not cause the interest on any Series 2010 Obligations to become includible in gross income for purposes of federal income taxes;

(vii) To preserve the exclusion of the interest on the Series 2010 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the County to continue to incur obligations (specifically not limited to the Series 2010 Obligations authorized by this Indenture) the interest on which is likewise exempt from federal and State income taxes and

(viii) To adopt procedures for the disclosure of information to Holders and to others in accordance with any guidelines for such purpose promulgated by the American Bankers Association or some other similar national organization, as such guidelines may be made applicable to this Indenture by agreement of the Trustee and the County.

Section 9.2 Supplements Requiring Consent of Holders.

(a) Other than supplements referred to in Section 9.1 and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Holders of not less than a majority in principal amount of the Series 2010 Obligations then Outstanding and the Series 2010 Insurer shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the County Representative and the Trustee of such supplement as shall be deemed necessary and desirable by the County and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular respect, any of the terms or provisions contained in this Indenture; provided, however, nothing in this Section or Section 9.1 shall permit or be construed as permitting a supplement that would:

(i) extend the stated maturity of or time for paying interest on any Series 2010 Obligation or reduce the principal amount of or rate of interest payable on any Series 2010 Obligation without the consent of the Holder of such Series 2010 Obligation and the Series 2010 Insurer;

(ii) prefer or give a priority to any Series 2010 Obligation over any other Series 2010 Obligation without the consent of the Holder of such Series 2010 Obligation and the Series 2010 Insurer;

(iii) reduce the principal amount of Series 2010 Obligations then Outstanding the consent of the Holders of which is required to authorize such Supplement without the consent of the Holders of all Series 2010 Obligations then Outstanding and the Series 2010 Insurer;

(iv) increase the principal amount of Series 2010 Obligations then Outstanding, the request of the Holders of which is required by Section 7.1(d), without the consent of the Holders of all Series 2010 Obligations then Outstanding and the Series 2010 Insurer; or

(v) reduce the redemption price of any Series 2010 Obligation upon optional redemption or reduce any period of time prior to commencement of any optional redemption period set forth in Section 3.2 without the consent of the Holders of such Series 2010 Obligation and the Series 2010 Insurer.

(b) If at any time the County requests the Trustee to enter into a Supplement pursuant to this Section, the Trustee shall, upon being satisfactorily and specifically indemnified by the County with respect to expenses with respect to such Supplement, cause notice of the proposed execution of such Supplement to be mailed by first class mail, postage pre-paid, to all registered Holders of Series 2010 Obligations then Outstanding at their addresses as they appear on the registration books provided for in this Indenture and the Series 2010 Insurer by the means provided in Article 12. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail, or the failure of such Holder to receive, the notice required by this Section, and any such failure shall not affect the validity of such Supplement when consented to and approved as provided in this Section. Such notice shall briefly set forth the

nature of the proposed Supplement and shall state that copies of are on file at the office of the Trustee for inspection by all Holders.

(c) If within the period prescribed by the County, following the mailing of such notice, the Trustee receives an instrument or instruments purporting to be executed by the Holders of not less than the principal amount or number of Series 2010 Obligations Outstanding specified in subsection (a) for the Supplement in question, that refers to the proposed Supplement and specifically consents to and approves the execution of the Supplement and the Trustee and the County may execute such Supplement in substantially the form of the copy referred to in the notice as on file with the Trustee, without liability or responsibility to any Holder of any Series 2010 Obligation, whether or not that Holder shall consented to the Supplement.

(d) Any such consent shall be binding upon the Holder of the Series 2010 Obligation giving such consent and upon any subsequent Holder of such Series 2010 Obligation and of any Series 2010 Obligation executed and delivered in exchange therefor (whether or not the subsequent Holder has notice of the consent), unless the consent is revoked in writing by the Holder giving the consent or by a subsequent Holder by filing the revocation with the Trustee, prior to the execution by the Trustee of the Supplement. At any time after the Holders of the required principal amount or number of Series 2010 Obligations and the Series 2010 Insurer, have filed their consents to the Supplement, the Trustee shall make and file with the County a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(e) If the Holders of the required amount or number of the Series 2010 Obligations Outstanding and the Series 2010 Insurer have consented to and approved the execution of the Supplement as provided in this Indenture, no Holder shall have any right to object to the execution of the Supplement, or to object to any of the terms and provisions contained in the Supplement or the operation of the Supplement, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the Supplement or from taking any action pursuant to the provisions thereof.

(f) S&P, if maintaining a rating on the Series 2010 Obligations, shall be provided a copy of any proposed supplement or any amendment to the Purchase Agreement at least 15 days prior to the execution of such Supplement or amendment.

Section 9.3 Execution and Effect of Supplements.

(a) In executing any Supplement permitted by this Article, the Trustee and the County shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such Supplement is authorized or permitted by this Indenture. The Trustee may but shall not be obligated to enter into any such Supplement that affects the Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Supplement in accordance with this Article, the provisions of this Indenture shall be modified in accordance with such Supplement and such Supplement shall form a part of this Indenture for all purposes and every

Holder of a Series 2010 Obligation previously or thereafter authenticated and delivered under this Indenture shall be bound by such Supplement.

(c) Any Series 2010 Obligation authenticated and delivered after the execution and delivery of any Supplement in accordance with this Article may, and if required by the Trustee shall, bear a notation in a form approved by the Trustee as to any matter provided for in such Supplement. The Trustee may execute and deliver new Series 2010 Obligations modified to conform, in the opinion of the Trustee, to any such Supplement in exchange for and upon surrender of Series 2010 Obligations then Outstanding upon receipt of a Special Counsel's Opinion to the effect that such action will not cause the interest on any Series 2010 Obligations to become includible in gross income for purposes of federal income taxes.

Section 9.4 Amendments to Purchase Agreement Not Requiring Consent of Holders. Subject to Section 12.1(a), the Trustee may, without the consent of or notice to any of the Holders, consent to and join with the County in the execution and delivery of any amendment, change or modification of the Purchase Agreement that is required (i) by the provisions of the Purchase Agreement; (ii) to cure any ambiguity or formal defect or omission or to correct or supplement any provision of the Purchase Agreement that is inconsistent with any other provision of the Purchase Agreement, or to make any other provisions with respect to matters or questions arising under the Purchase Agreement provided that the modification, in the opinion of counsel delivered to the Trustee under this Section 9.4, does not materially adversely affect the interests of the Holders; (iii) to add a Qualified Reserve Fund Instrument so long as any payments with regard to the new Qualified Reserve Fund Instrument are paid no sooner, or in an amount greater, than amounts required to be paid pursuant to Section 3.3(b)(iv) of the Purchase Agreement; (iv) to amend the description of the Series 2010 Projects; (v) to preserve the exclusion of the interest on the Series 2010 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the County to continue to incur bonds or other obligations (specifically not limited to the Series 2010 Obligations authorized by this Indenture) the interest on which is likewise exempt from federal and State income taxes; and (vi) in connection with any other change in the Purchase Agreement that, in the opinion of counsel delivered to the Trustee, will not materially adversely affect the interests of the Holders or, in the opinion of the Trustee, the Trustee. In executing any amendment to the Purchase Agreement, the Trustee shall be entitled to receive and rely on an Opinion of Counsel stating that such amendment is authorized or permitted under this Indenture and under the Purchase Agreement.

The Series 2010 Insurer shall be provided with written notice of any such amendment, change or modification by the means provided in Article 12.

Section 9.5 Amendments to Purchase Agreement Requiring Consent of Holders.

(a) Except for amendments, changes or modification to the Purchase Agreement referred to in Section 9.4, and subject to the terms, provisions and limitations contained in this Article, and not otherwise, the Trustee may consent to and join with the County in the execution and delivery of any amendment, change or modification to the Purchase Agreement only with the consent of the Holders of not less than a majority in principal amount of Series 2010 Obligations then Outstanding, given as provided in this Section; provided, however, no such amendment, change or modification may affect the obligation of the County to

make payments under the Purchase Agreement or reduce the amount of or extend the time for making such payments, without the consent of the Holders of all Series 2010 Obligations then Outstanding and the consent of the Series 2010 Insurer.

(b) If at any time the County requests the consent of the Trustee to any amendment, change or modification to the Purchase Agreement, the Trustee shall, upon being satisfactorily indemnified by the County with respect to expenses, cause notice of the proposed amendment, change or modification to be given in the manner provided in Section 9.2 with respect to Supplements to this Indenture. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies of it are on file at the office of the Trustee for inspection by any Holder.

(c) If the consent to and approval of the execution of the amendment, change or modification is given by the Holders of not less than the aggregate principal amount or number of Series 2010 Obligations specified in subsection (a) within the time and in the manner provided by Section 9.2 with respect to Supplements to this Indenture and by the Series 2010 Insurer, but not otherwise, the amendment, change or modification may be consented to, executed and delivered upon the terms and conditions and with like binding effect upon the Holders as provided in Section 9.2 and Section 9.3 with respect to Supplements to this Indenture.

ARTICLE 10 SATISFACTION AND DISCHARGE

Section 10.1 Discharge.

(a) If payment of all principal of and premium, if any, and interest on all of the Series 2010 Obligations in accordance with their terms and as provided in this Indenture and in Section 3.7 of the Purchase Agreement is made, or is provided for in accordance with this Article, and if all other sums, if any, payable under this Indenture shall be paid, then the liens, estates and security interests granted by this Indenture shall cease. Thereupon, upon the request of the County, and upon receipt by the Trustee of an Opinion of Counsel addressed to the County and the Trustee stating that all conditions precedent to the satisfaction and discharge of the lien of this Indenture have been satisfied, the Trustee shall execute and deliver proper instruments acknowledging such satisfaction and discharging the lien of this Indenture and the Trustee shall transfer all property held by it under this Indenture, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Series 2010 Obligations, to the County or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Trustee thereafter to charge and be compensated or reimbursed for services rendered and expenditures incurred in connection with this Indenture.

(b) The County may at any time surrender to the Trustee for cancellation any Series 2010 Obligations previously executed and delivered that the County may have acquired in any manner whatsoever and such Series 2010 Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

Section 10.2 Providing for Payment of Series 2010 Obligations.

(a) Payment of all or any part of the Series 2010 Obligations in authorized denominations may be provided for by the deposit with the Trustee or a Depository Trustee of moneys or Defeasance Obligations that are not redeemable in advance of their maturity dates. Amounts in the Debt Service Reserve Account may be included as part of such deposit only if all of the Series 2010 Obligations are to be defeased. The moneys and the maturing principal and interest income on such Defeasance Obligations, if any, shall be sufficient, as evidenced by a certificate of an independent nationally recognized certified public accountant or firm of such accountants, to pay when due the principal or redemption price of and interest on such Series 2010 Obligations. The moneys and Defeasance Obligations shall be held by the Trustee or the Depository Trustee irrevocably in trust for the Holders of such Series 2010 Obligations solely for the purpose of paying the principal or redemption price of and interest on such Series 2010 Obligations as the same shall mature, come due or become payable upon redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable to the Trustee or Depository Trustee as to the dates upon which any such Series 2010 Obligations are to be redeemed prior to their respective dates.

(b) Notwithstanding the foregoing, no deposit under subsection (a) above shall be deemed a payment of such Series 2010 Obligation as aforesaid until the earlier of: (i) proper notice of redemption of such Series 2010 Obligation shall have been given in accordance with the provisions of Section 3.6 or, in the event said Series 2010 Obligation is not to be redeemed within the next succeeding 60 days, until the County shall have given the Trustee irrevocable instructions in form satisfactory to the Trustee, to notify, as soon as practicable, the Holder of such Series 2010 Obligation in accordance with Section 3.6, that the deposit required by subsection (a) has been made with the Trustee and that said Series 2010 Obligation is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption price, if any, on said Series 2010 Obligation, plus interest thereon to the due date or redemption date thereof or (ii) the maturity of such Series 2010 Obligation.

(c) If payment of Series 2010 Obligations is so provided for, the Trustee or the Depository Trustee shall mail a notice so stating to (i) each Holder of a Series 2010 Obligation so provided for and (ii) to the Treasurer of the County.

(d) Series 2010 Obligations, the payment of which has been provided for in accordance with this Section, shall no longer be deemed Outstanding under or secured by this Indenture. The obligation in respect of such Series 2010 Obligations shall nevertheless continue but the Holders of those Series 2010 Obligations will be entitled to payment only from the moneys or Defeasance Obligations deposited with the Trustee or the Depository Trustee to provide for the payment of such Series 2010 Obligations.

(e) No Series 2010 Obligation may be so provided for if, as a result thereof or of any other action in connection with which the provisions for payment of such Series 2010 Obligation is made, the interest payable on any Series 2010 Obligation is made includible in gross income for purposes of federal income taxes. The Trustee and the County may rely upon a

Special Counsel's Opinion to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Series 2010 Obligations.

Section 10.3 Payment of Series 2010 Obligations After Discharge. Notwithstanding the discharge of the lien of this Indenture under this Article, the Trustee shall nevertheless retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Series 2010 Obligations and the registration, transfer, exchange and replacement of Series 2010 Obligations as provided in this Indenture. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of or premium, if any, or interest on any Series 2010 Obligation remaining unclaimed for two years after the same shall become due and payable at maturity or by declaration as provided in this Indenture, shall then be paid to the County and the Holders of that Series 2010 Obligation shall be entitled to look only to the County for payment thereof and all liability of the Trustee or any Paying Agent with respect to such moneys shall cease at that time. The obligations of the Trustee under this Section shall be subject, however, to the requirements of any applicable law regarding the disposition of unclaimed property.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Evidence of Acts of Holders.

(a) Any request, direction, consent or other instrument provided by this Indenture to be signed and executed by the Holders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Holders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Series 2010 Obligations, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee and the County, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(i) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the Person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(ii) The ownership of Series 2010 Obligations shall be proved by the register of such Series 2010 Obligations.

(b) Nothing in this Section shall be construed as limiting the Trustee to the proof specified in subsection (a) above, it being intended that the Trustee may accept any other evidence that it may deem sufficient.

(c) Any action taken or suffered by the Trustee pursuant to any provision of this Indenture, upon the request or with the assent of any Person who at the time is the Holder of

any Series 2010 Obligation, shall be conclusive and binding upon all future Holders of the same Series 2010 Obligation.

Section 11.2 Limitation of Rights. With the exception of rights expressly conferred in this Indenture, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2010 Obligations is intended or shall be construed to give to any Person other than the parties to this Indenture and the Holders of the Series 2010 Obligations any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions contained in this Indenture.

Section 11.3 Severability. If any one or more sections, clauses, sentences or parts of this Indenture shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Indenture, or the Series 2010 Obligations executed and delivered pursuant to this Indenture, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 11.4 Holidays. When the date on which principal of or interest or premium on any Series 2010 Obligation is due and payable is not a Business Day, payment may be made on Series 2010 Obligations presented at such place of payment on the next Business Day with effect as though payment were made on the due date, and, if such payment is made, no additional interest shall accrue from and after such due date. When any other action is provided in this Indenture to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 11.5 Governing Law. This Indenture and the Series 2010 Obligations are contracts made under the laws of the State and shall be governed and construed in accordance with such laws.

Section 11.6 Notices.

(a) Unless otherwise expressly specified or permitted by the terms of this Indenture, all notices, consents or other communications required or permitted under this Indenture shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(i) If to the Trustee, addressed to it at Suite 126, 1225 West Washington Street, Tempe, Arizona 85281, Attention: Corporate Trust Services;

(ii) If to the registered Holder of a Series 2010 Obligation, addressed to such Holder at the address shown on the registration books kept pursuant to this Indenture;

(iii) If to the County, addressed to it at 10th Floor, 130 West Congress, Tucson, Arizona 85701, Attention: Director of Finance;

(iv) If to S&P, addressed to it at 55 Water Street, New York, New York 10041 and

(v) If to Fitch, addressed to it at One State Street Plaza, New York, New York 10004.

(vi) If to the Series 2010 Insurer, addressed to it at 31 West 52nd Street, New York, New York 10019, Attention: Managing Director - Surveillance, Re: Policy No. 212073-N, and, if the notice or other communication refers to an Indenture Event of Default, with a copy to the attention of the General Counsel marked to indicate “URGENT MATERIAL ENCLOSED.”

(b) The parties listed above may from time to time by notice in writing to the others designate a different address or addresses for notices under this Indenture.

Section 11.7 Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 11.8 Waiver of Personal Liability. No director, officer, agent, financial advisor, counsel or employee of the County shall be individually or personally liable for the payment of the principal amount or redemption price of or interest on the Series 2010 Obligations; but nothing contained in this Indenture shall relieve any such director, officer, agent, financial advisor, counsel or employee from the performance of any official duty provided by law.

Section 11.9 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the parties to this Indenture and their respective successors and assigns subject to the limitations contained in this Indenture. Except as provided in this Indenture, the trust under this Indenture shall not be assigned to any other person, corporation, partnership or trustee unless the Trustee is required by law to divest, or does divest, itself of its trust department or unless the Trustee shall sell or assign substantially all of its corporate trust business in which event the trust under this Indenture shall be continued by the Trustee’s successor in interest.

Section 11.10 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that this Indenture is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated in this Indenture and which provides that the County may within three years after its execution cancel any contract (including this Indenture) without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County 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 to the contract with respect to the subject matter of the contract. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Indenture, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Indenture on behalf of the County within three years from the execution of this Purchase

Agreement. The County and the Trustee represent that, to the best of their knowledge, as of the date of this Purchase Agreement, no basis exists for the County to cancel this Purchase Agreement pursuant to Section 38-511 of the Arizona Revised Statutes, as amended.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Indenture and may result in the termination of the services of the Trustee by the County. The County retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection by the County during normal business hours. The Trustee shall cooperate with the random inspections including by granting the County entry rights onto its property to perform such random inspections and waiving its rights to keep such papers and records confidential.

(c) Pursuant to Sections 35-391.06 and 35-393.06, Arizona Revised Statutes, as amended, the Trustee certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection, the term “scrutinized business operations” shall have the meanings set forth in Section 35-391 or and 35-393, Arizona Revised Statutes, as amended, as applicable. If the County determines that the Trustee submitted a false certification, the County may impose remedies as provided by law including terminating the services of the Trustee.

Section 11.11 Facsimile Instructions. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee has received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons. The incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions (provided the signatures appear to be the signatures on the incumbency certificate and the e-mail appears to have been sent from a County e-mail address or facsimile machine), and the risk of interception and misuse by third parties.

Section 11.12 Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations under this Indenture or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use

reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE 12
PROVISIONS RELATING TO
SERIES 2010 POLICY AND SERIES 2010 INSURER

Section 12.1 Force, Consent, Etc. of Series 2010 Insurer.

(a) Any amendment, supplement, modification to, or waiver of, this Indenture, the Purchase Agreement or any other transaction document including any underlying security agreement (for purposes of this Article each a “*Related Document*”) shall be subject to the prior written consent of the Series 2010 Insurer; provided, however, that the foregoing shall not apply to any of the foregoing in connection with the incurrence of Additional Obligations (as such term is defined in the Purchase Agreement) or an amendment to the description of the Series 2010 Projects.

(b) The rights granted to the Series 2010 Insurer under this Indenture or any Related Document to request, consent to or direct any action with respect to the Series 2010 Obligations are rights granted to the Series 2010 Insurer in consideration of its issuance of the Series 2010 Policy. Any exercise by the Series 2010 Insurer of such rights is merely an exercise of the contractual rights of the Series 2010 Insurer and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Holders, and such action does not evidence any position of the Series 2010 Insurer, affirmative or negative, as to whether the consent of such Holders or any other person is required in addition to the consent of the Series 2010 Insurer.

(c) No contract shall be entered into or any action taken by which the rights of the Series 2010 Insurer or security for or sources of payment of the Series 2010 Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Series 2010 Insurer.

(d) Any interest rate exchange agreement including a Derivative Product (for purposes of this Section, a “*Swap Agreement*”) entered into by the City shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (c) debt reasonably expected to be incurred within the next 12 months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Series 2010 Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Series 2010 Obligations and on any Additional Obligations. The County shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Series 2010 Insurer prior to the payment of any such termination amount that such payment will not cause the County to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least “A-” and “A3” by S&P and Moody’s, respectively. If the counterparty or

guarantor's rating falls below "A-" or "A3" by either S&P or Moody', respectively, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Series 2010 Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, respectively, a replacement counterparty or guarantor acceptable to the Series 2010 Insurer, shall be required.

(e) The County and the Trustee shall take such action (including, as applicable, filing of Uniform Commercial Code financing statements and continuations thereof) as necessary from time to time to preserve the priority of the pledge of the trust estate created by this Indenture under applicable law.

(f) The exercise of any provision of this Indenture, if any, that permits the purchase of Series 2010 Obligations in lieu of redemption shall require the prior written approval of the Series 2010 Insurer if any Series 2010 Obligation so purchased is not cancelled upon purchase.

Section 12.2 Notices and Other Information.

(a) The Series 2010 Insurer shall be provided with the following information by the County or the Trustee, as the case may be:

(i) Annual audited financial statements of the County within 210 days after the end of the fiscal year of the County (together with a certification of the County that it is not aware of any default or event of default under the Indenture or the Purchase Agreement), and the annual budget of the County within 30 days after the approval thereof together with such other information, data or reports as the Series 2010 Insurer shall reasonably request from time to time;

(ii) Notice from the Trustee of any draw upon the Debt Service Reserve Account within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2010 Obligations;

(iii) Notice of any default known to the Trustee or the City within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2010 Obligations, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee or any Paying Agent and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the County commenced under the United States Bankruptcy Code or any other

applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (for purposes of this Article, an “*Insolvency Proceeding*”);

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2010 Obligations;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Series 2010 Obligation Indenture or any Related Documents; and

(ix) All reports, notices and correspondence to be delivered to owners of the Series 2010 Obligations under the terms of this Series 2010 Obligation Indenture or any Related Documents.

(x) Additional information as the Series 2010 Insurer may reasonably request.

(b) To the extent not otherwise prohibited from agreeing to do so pursuant to applicable law, the County shall permit the Series 2010 Insurer to discuss the affairs, finances and accounts of the County or any information the Series 2010 Insurer may reasonably request regarding the security for the Series 2010 Obligations with appropriate officers of the County and shall use commercially reasonable efforts to enable the Series 2010 Insurer to have access to the facilities, books and records of the County on any Business Day upon reasonable prior notice.

(c) The Trustee shall notify the Series 2010 Insurer of any failure of the County to provide notices, certificates and other information under this Indenture and the Purchase Agreement.

Section 12.3 Matters Relating to Defeasance. To accomplish defeasance pursuant to Section 10.1, the County shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Series 2010 Insurer verifying the sufficiency of the escrow established to pay the Series 2010 Obligations in full on the maturity or redemption date (“*verification*”), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Series 2010 Insurer), (iii) a Special Counsel’s Opinion to the effect that the Series 2010 Obligations are no longer “*Outstanding*” (“*defeasance opinion*”) and (iv) a certificate of discharge of the Trustee with respect to the Series 2010 Obligations. Each verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the County, the Trustee and the Series 2010 Insurer. The Series 2010 Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

Section 12.4 Effect of Payments under Series 2010 Policy

(a) Amounts paid by the Series 2010 Insurer under the Series 2010 Policy shall not be deemed paid for purposes of this Indenture, and the Series 2010 Obligations

relating to such payments shall remain Outstanding and continue to be due and owing until paid by the County in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Series 2010 Insurer have been paid in full or duly provided for.

(b) The Series 2010 Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2010 Obligations, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2010 Policy. Each obligation of the County to the Series 2010 Insurer under Related Documents shall survive discharge or termination of such Related Documents.

(c) In determining whether any amendment, consent or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Series 2010 Obligations or the rights of the Holders of the Series 2010 Obligations, the Trustee shall consider the effect of any such amendment, consent, action or inaction as if there were no Series 2010 Policy.

Section 12.5 Payment Procedure Pursuant to Series 2010 Policy

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date with respect to the Series 2010 Obligations (for purposes of this Article, a “*Payment Date*”) there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2010 Obligations due on such Payment Date, the Trustee shall give notice to the Series 2010 Insurer and to its designated agent (if any) (for purposes of this section, the “*Insurer’s Fiscal Agent*”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2010 Obligations due on such Payment Date, the Trustee shall make a claim under the Series 2010 Policy and give notice to the Series 2010 Insurer and the Series 2010 Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2010 Obligations and the amount required to pay principal of the Series 2010 Obligations, confirmed in writing to the Series 2010 Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filing in the form of a “*Notice of Claim and Certificate*” delivered with the Series 2010 Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2010 Obligations paid by the Series 2010 Insurer on its books as a reduction in the principal amount of Series 2010 Obligations registered to the then current owner, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2010 Obligation to the Series 2010 Insurer, registered in the name of “*Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.)*,” in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2010 Obligation shall have no effect on the amount of principal or interest payable by the County on any Series 2010 Obligation or the subrogation rights of the Series 2010 Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2010 Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2010 Obligation. The Series 2010 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2010 Policy, the Trustee shall establish a separate special purpose trust account for the benefit of the Holders (for purposes of this Article, the “*Policy Payments Account*”) over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2010 Policy in trust on behalf of the Holders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to the Holders in the same manner as principal and interest payments are to be made with respect to the Series 2010 Obligations under the sections hereof regarding payment of Series 2010 Obligations. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. (Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee.) Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Series 2010 Insurer.

(e) The Series 2010 Insurer shall be entitled to pay principal of or interest on the Series 2010 Obligations that shall become Due for Payment (as defined in the Series 2010 Policy) but shall be unpaid by reason of Nonpayment by the Issuer (as defined in the Series 2010 Policy), whether or not the Series 2010 Insurer has received a Notice of Nonpayment (as defined in the Series 2010 Policy) or a claim upon the Series 2010 Policy.

Section 12.6 The Series 2010 Insurer as Holder; Third-Party Beneficiary

(a) The Series 2010 Insurer shall be deemed to be the sole holder of the Series 2010 Obligations for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the Series 2010 Obligations insured by it are entitled to take pursuant hereto pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee.

(b) To the extent that this Indenture confers upon or gives or grants to the Series 2010 Insurer any right, remedy or claim under or by reason of this Indenture, the Series 2010 Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 12.7 Effectiveness of These Provisions The provisions of Section 12.1 through and including 12.6 (and the other provisions hereof and of the Purchase Agreement which are made subject to this Section) shall govern, notwithstanding anything to the contrary in this Indenture, but are only effective while the Series 2010 Policy is in effect and the Series 2010 Insurer is not in default or contesting obligations under the Series 2010 Policy and is not in insolvency or similar proceedings.

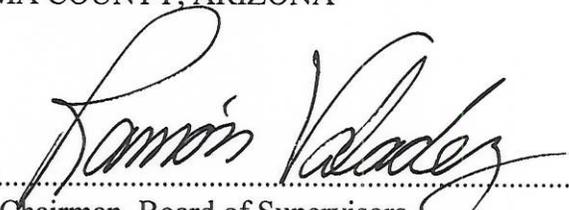
[Signature page follows]

IN WITNESS WHEREOF, the County has caused these presents to be signed in the name and on its behalf by its duly authorized officer and, to evidence its acceptance of the trusts created by this Indenture, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

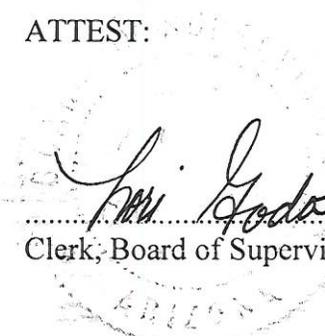
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By 
Print Name: Deborah M. Scherer
Title: Vice President

PIMA COUNTY, ARIZONA

By 
Chairman, Board of Supervisors

ATTEST:



Clerk, Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

329286781.4

[SIGNATURE PAGE TO SERIES 2010 OBLIGATION INDENTURE]

EXHIBIT A

FORM OF SERIES 2010 OBLIGATION

[Insert Legend of Securities Depository As Appropriate]

SEWER SYSTEM REVENUE OBLIGATION, SERIES 2010,
EVIDENCING A PROPORTIONATE INTEREST OF THE HOLDER HEREOF
IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID
BY PIMA COUNTY, ARIZONA, PURSUANT TO A
SERIES 2010 PURCHASE AGREEMENT,
DATED AS OF JUNE 1, 2010
AS ASSIGNED TO
....., AS TRUSTEE

No:

Denomination:

INTEREST <u>RATE:</u> %	MATURITY <u>DATE:</u> JULY 1,	<u>DATED:</u> JUNE 17, 2010	<u>CUSIP:</u> 721876 ____
--	---	------------------------------------	----------------------------------

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The registered owner identified above, or registered assigns, as the registered owner of this Sewer System Revenue Obligation, Series 2010 (this “*obligation*”), is the owner of an undivided proportionate interest in the right to receive certain installments of the “Purchase Price” pursuant to that certain Series 2010 Purchase Agreement, dated as of June 1, 2010 (the “*Purchase Agreement*”), by and between, a national banking association, authorized to exercise trust powers in the State of Arizona, in its separate capacity as seller (the “*Seller*”), and Pima County, Arizona, a political subdivision of the State of Arizona, as purchaser (the “*County*”), which installments and certain other rights and interests under the Purchase Agreement have been assigned to, in its separate capacity as trustee (together with any successor thereto, the “*Trustee*”), pursuant to that certain Series 2010 Obligation Indenture, dated as of June 1, 2010 (the “*Indenture*”), by and between the County and the Trustee.

The registered owner of this obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the installments of the Purchase Price denominated as principal coming due on the Maturity Date set forth above, and to receive on January 1, 2011, and semiannually on July 1 and January 1 of each year thereafter (each an “*Obligation Payment Date*”) until payment in full of said portion of principal, the registered owner’s proportionate share of the installments of the Purchase Price denominated as interest coming due during the six month period (or

portion thereof) immediately preceding each of such dates; provided that the first installment shall be for interest from the date of initial execution and delivery to January 1, 2011. Said proportionate share of the portion of such installments designated as interest is the result of the multiplication of the aforesaid portion of such installments designated as principal by the rate per annum set forth above.

The proportionate share of the portion of the installments of the Purchase Price denominated as interest is payable when due to the person in whose name this obligation is registered at the close of business on the 15th day of the calendar month next preceding each Obligation Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this obligation is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the person in whose name such obligation is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the holders of the obligations not less than 15 days preceding such special record date. Such notice shall be mailed to the holder in whose name this obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer on any obligation subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the obligation or obligations. (Any payment due on this obligation that shall not be paid when due shall bear interest at the rate of interest, compounded semiannually, set forth above from the date such payment is due until the payment is made.)

Principal of and premium, if any, and interest on this obligation are payable in lawful money of the United States of America that on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check mailed by the Trustee as paying agent to the registered address of the person entitled thereto; *provided, however,* that the Indenture provides that upon certain circumstances the payments of interest on this obligation may, at the direction of the person in whose name this obligation is registered, be made by wire transfer of immediately available funds. The proportionate share of the portion of the installments of the Purchase Price denominated as principal and any premium payable upon redemption, if any, when due, shall be paid upon surrender of this obligation at the designated corporate trust office of the Trustee.

This obligation is one of a series, limited in aggregate original principal amount of \$165,000,000 (the "*Series 2010 Obligations*"), which have been executed and delivered under the Indenture and are limited, special revenue obligations, payable solely from the sources (particularly the Purchase Agreement) and in the manner described in the Indenture, in order to acquire certain property comprising a portion of the sewer system of the County. The payments to be made by the County pursuant to the Purchase Agreement are to be in an amount sufficient to make the payments due on the Series 2010 Obligations, and payments by the County under the Purchase Agreement are to be made from, and secured by, a pledge of certain revenues, proceeds and receipts to be derived by the County from such system. Under the restrictions set out in the Purchase Agreement, additional parity obligations may be incurred by the County payable from such sewer revenues. (No additional senior obligations may be incurred by the County payable

from such revenues.) For a more complete statement of the provisions made to secure payment of the Series 2010 Obligations, the revenues from and conditions under which this obligation is payable, statements of the terms under which the Purchase Agreement may be modified and the general covenants and provisions pursuant to which this obligation is issued, reference is made to the Indenture.

This obligation shall not constitute a debt of the County, the State of Arizona or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Arizona and shall not constitute or give rise to a pecuniary liability of the County, the State of Arizona or any other political subdivision thereof or a charge against the general credit or taxing powers of any of them. This obligation and the interest on this obligation are enforceable exclusively from the revenues pledged thereto in the Purchase Agreement, and no holder of this obligation shall have the right to compel any exercise of the taxing power of the County to pay this obligation or the interest on this obligation.

Counterparts or copies of the Indenture and the other documents referred to in this obligation are on file at the designated office of the Trustee, and reference is made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Trustee, the County, and the registered owners of the Series 2010 Obligations under such documents, to all of which the registered owner of this obligation, by acceptance of this obligation, assents.

Optional Redemption. The Series 2010 Obligations maturing on or prior to July 1, 2020, are not subject to optional redemption prior to maturity. The Series 2010 Obligations maturing on and after July 1, 2021, are subject to redemption, in whole or in part on any date on or after July 1, 2020, in increments of \$5,000 of principal amount due on a specific maturity date, in any order of maturity, all as directed by the County, and by lot within a maturity (as provided in the Indenture) by payment of the principal amount of each Series 2010 Obligation to be redeemed plus interest accrued to the date fixed for redemption, without premium.

Notice of redemption shall be mailed not less than 30 days nor more than 60 days prior to the date set for redemption to each registered owner of a Series 2010 Obligation to be so redeemed at the address shown on the books of the Trustee, but failure so to mail any such notice or any defect in such notice as to any Series 2010 Obligation shall not affect the validity of the proceedings for the redemption of any other Series 2010 Obligation. On the specified redemption date all Series 2010 Obligations called for redemption shall cease to bear interest and shall no longer be secured by the Indenture provided funds for redemption are on deposit at the place of payment at that time.

The registered owner of this obligation shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants thereof, or to take any action with respect to a default of this obligation, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture and other documents referred to therein may be modified or amended to the extent permitted by and as provided therein. Certain amendments, modifications or changes that would affect the rights of registered owners of Series 2010 Obligations may be made only

with the consent of a majority of the registered owners of the Series 2010 Obligations then outstanding under the Indenture, as provided in the Indenture. Any such consent by the registered owner of this obligation shall be conclusive and binding upon such registered owner and all subsequent registered owners. However, as to certain other amendments that will not materially adversely affect the interests of the registered owners, no consent of any Holder shall be required.

The Series 2010 Obligations are and shall be executed and delivered only in fully registered form. Subject to the limitations provided for in the Indenture, this obligation may be exchanged for a like aggregate principal amount payable at maturity of Series 2010 Obligations of the same maturity in authorized denominations.

This obligation is transferable by the registered owner of this obligation in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Indenture and upon surrender and cancellation of this obligation. Upon such transfer a new Series 2010 Obligation or Series 2010 Obligations of the same maturity and in authorized denominations for the same aggregate principal amount payable at maturity will be executed and delivered to the transferee in exchange.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture in connection with any exchange or transfer.

The Trustee and any paying agent may treat the registered owner of this obligation as the absolute owner for the purpose of receiving payment as provided in this obligation and for all other purposes and none of them shall be affected by any notice to the contrary.

As used in this obligation, the term "owner" means the person who at the time of nonpayment of a Series 2010 Obligation is entitled under the terms of such Series 2010 Obligation to payment thereof.

It is certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of this obligation have existed, have happened and have been performed in due form, time and manner as required by law.

IN TESTIMONY WHEREOF, this obligation has been executed and delivered by the Trustee, acting pursuant to the Indenture.

Date:.....

....., as Trustee

By.....

Authorized Representative

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this obligation to The Bank of New York Mellon Trust Company, N.A., Tempe, Arizona, or its successor, as paying agent for the Series 2010 Obligations (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this obligation acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

The following abbreviations, when used in the inscription on the face of the within obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

- | | |
|--|---|
| TEN COM -- as tenants in common | UNIF GIFT/TRANS MIN ACT --
(Cust.) |
| TEN ENT -- as tenants by the entireties | Custodian for Under Uniform
(Minor) |
| JT TEN -- as joint tenants with right of survivorship and not as tenants in common | Gifts/Transfers to Minors Act of
(State) |

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto
(Please Print or Typewrite Name, Address and Social Security Number or other Federal Tax Identification Number of Transferee) the within obligation and all rights thereunder, and irrevocably constitutes and appoints attorney to transfer the within obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

.....
(Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee).

.....
Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within obligation in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

ORDER FOR DISBURSEMENT

Pursuant to Section 5.8 of the Series 2010 Obligation Indenture, dated as of June 1, 2010 (the “*Indenture*”), between Pima County, Arizona (the “*County*”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”), the undersigned County Representative (as defined in the Indenture) hereby requests and authorizes the Trustee pursuant to the Indenture, as custodian of the Delivery Costs Fund created by the Indenture, to pay to the County or to the person(s) listed as payee out of the monies deposited in the Delivery Costs Fund the aggregate sum of \$..... to pay such person(s) or to reimburse the County in full for the advances, payments and expenditures made by it.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (a) Each item for which disbursement is requested hereunder is properly payable out of the Delivery Costs Fund and none of these items has formed the basis for any disbursement heretofore made from said Delivery Costs Fund.
- (b) Each such item is or was a necessary Delivery Cost as defined in the Indenture.
- (c) This statement and all exhibits hereto shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.
- (d) This statement constitutes approval by the County of the disbursement hereby requested and authorized.

Explanation of this Payment:

Name and Address of Payee:

Account #

Claim to be paid on:

.....
Dated

.....
County Representative

Certificate of Clerk

Board of Supervisors of Pima County, Arizona

State of Arizona

County of Pima ^{SS}

I, Julie Castañeda, do hereby certify that I am the duly appointed and qualified, Clerk of the Board of Supervisors of Pima County, Arizona.

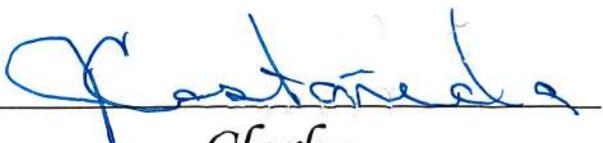
I further certify that the attached resolution entitled

RESOLUTION NO. 2018 – 16

(See attached copy)

is a true and correct copy of a resolution passed and adopted by the Board of Supervisors of Pima County, Arizona, at a meeting held on the 20th day of March, 2018, at which a quorum was present, and that the original resolution is officially of record in my possession.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Board of Supervisors of Pima County, Arizona, this 25th day of February, 2019.


Clerk

RESOLUTION NO. 2018-16

RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA AUTHORIZING THE PREPAYMENT OR REDEMPTION OF CERTAIN OUTSTANDING SEWER REVENUE BONDS AND OBLIGATIONS WITH COUNTY FUNDS; AUTHORIZING THE APPOINTMENT OF DEPOSITORY TRUSTEES AND THE EXECUTION OF DEPOSITORY TRUST AGREEMENTS AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS IN CONNECTION WITH THE PREPAYMENT OR REDEMPTION OF SUCH BONDS OR OBLIGATIONS; AND AUTHORIZING OTHER ACTIONS AND MATTERS IN CONNECTION THEREWITH.

WHEREAS, pursuant to Title 11, Chapter 2, Article 4, Arizona Revised Statutes, and Resolution No. 1991-138 passed and adopted by the Board of Supervisors (the "Board") of Pima County, Arizona (the "County") on June 18, 1991 as amended by Resolution No. 1991-182 adopted August 6, 1991, the County currently has outstanding its Sewer Revenue Bonds, Series 2008, Sewer Revenue Bonds, Series 2009, and a Loan Agreement with the Water Infrastructure Authority of Arizona (collectively, the "Prior Obligations"), all of which were issued or executed and delivered to finance or refinance improvements to the sewer system of the County (the "System") and are payable from net revenues derived from operation of the System; and

WHEREAS, the Board has also authorized the execution and delivery of, and currently has outstanding, its Sewer System Revenue Obligations, Series 2010, Sewer System Revenue Obligations, Series 2011B, Sewer System Revenue Obligations, Series 2012A, Sewer System Revenue Obligations, Series 2014, Sewer System Revenue Refunding Obligations, Series 2016, and Sewer System Revenue Obligations, Series 2017, all of which were executed and delivered to finance or refinance improvements to the System and are payable from net revenues derived from operation of the System (collectively, the "Outstanding Parity Obligations"); and

WHEREAS, the Board may in the future authorize the execution and delivery of additional obligations to finance or refinance improvements to the System which will be payable from net revenues derived from operation of the System on a parity with the Outstanding Parity Obligations (the "Additional Parity Obligations" and, together with the Outstanding Parity Obligations, the "Parity Obligations"), under the conditions permitted in the documents authorizing the execution and delivery of the then-Outstanding Parity Obligations; and

WHEREAS, if the County Administrator of the County deems it prudent and advantageous to prepay or redeem any Prior Obligations or Parity Obligations from time to time prior to the maturity or payment dates thereof, it may be necessary for the County to execute and deliver one or more depository trust agreements or escrow agreements (each a "Depository Trust Agreement") with a depository trustee or escrow agent named therein (each a "Depository Trustee"); and

WHEREAS, the County has determined that it is advantageous and in the public interest to provide for and approve such prepayment or redemption of any outstanding Prior Obligations or Parity Obligations from time to time prior to the payment dates thereof in order to secure the financial advantages for the County:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

1. The Chairman, Vice Chairman or Acting Chairman of this Board or the County Administrator of the County (each an "Authorized Officer") are each hereby authorized, empowered and directed, with the approval of counsel to the County, in the name and on behalf of the County, to execute or attest, as required, and deliver Depository Trust Agreements and any related agreements or documents (collectively, the "County Documents") related to the prepayment or redemption of Prior Obligations or Parity Obligations, in such forms as shall be reviewed by counsel to the County and approved by the Authorized Officer executing the same.

2. From and after the execution and delivery of the County Documents in definitive form by the County and the other parties thereto, as required, the officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such agreements, documents, instruments and certificates as may be necessary or desirable in connection with the execution and delivery of the County Documents or the prepayment or redemption of Prior Obligations or Parity Obligations, including, without limitation, calling for redemption such Prior Obligations or Parity Obligations for which payments are being provided and directing the transfer of County funds to the Depository Trustee for the purpose of such prepayment or redemption.

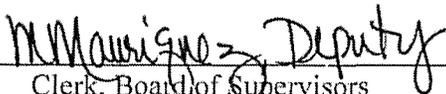
3. All actions of the officers, agents and employees of the County which are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

[Remainder of page left blank intentionally]

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of Pima County, Arizona, on March 20, 2018.

By: 
Chairman, Board of Supervisors

ATTEST:

By: 
Deputy
Clerk, Board of Supervisors

APPROVED AS TO FORM:

SQUIRE PATTON BOGGS (US) LLP,
Bond Counsel

By: 
Timothy E. Hickrell

**DEPOSITORY TRUST AGREEMENT
(SEWER REVENUE BONDS, SERIES 2009)**

between

PIMA COUNTY, ARIZONA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee and Depository Trustee

Dated as of February 1, 2019

providing payment for certain

**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS, SERIES 2009**

DEPOSITORY TRUST AGREEMENT (SEWER REVENUE BONDS, SERIES 2009)

THIS DEPOSITORY TRUST AGREEMENT (SEWER REVENUE BONDS, SERIES 2009), dated as of February 1, 2019, between PIMA COUNTY, ARIZONA (the “County”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the hereinafter-described Senior Resolution and as Depository Trustee (the “Depository Trustee” or the “Trustee”),

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 1991-138 passed and adopted on June 18, 1991, as amended by Resolution No. 1991-182 passed and adopted August 6, 1991, and supplements thereto (collectively, the “Senior Resolution”), the Board of Supervisors of the County (the “Board”) has authorized the sale and issuance of various series of sewer revenue and sewer revenue refunding bonds to finance portions of the County’s sewer system (the “System”), which are payable solely from revenues of the System after deduction for operating expenses, as provided in the Senior Resolution; and

WHEREAS, the Trustee serves as “Trustee” under the Senior Resolution; and

WHEREAS, pursuant to Resolution No. 2018-16 (the “Resolution”) adopted by the Board on March 20, 2018, the County now desires to provide for the payment of the obligations identified on Exhibit A attached hereto in advance of their respective maturities (collectively, the “Escrowed Obligations”); and

WHEREAS, pursuant to the Resolution, the County has caused to be purchased obligations issued or guaranteed by the United States Government (hereinafter referred to as “Government Obligations”), the maturing principal of and investment income from which will be sufficient to pay the principal of, premium, if any, and interest on the Escrowed Obligations maturing on July 1, 2019 and to redeem on July 1, 2019 the Escrowed Obligations maturing on July 1, 2020; and

WHEREAS, the Resolution approves the execution and delivery of this Depository Trust Agreement with the Depository Trustee for the purpose of creating an irrevocable trust for the administration and safekeeping of the Government Obligations and other moneys to be held in trust for, and irrevocably pledged to, the payment of the Escrowed Obligations; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby for such purpose:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, IT IS HEREBY AGREED as follows:

Section 1. Definitions. For the purpose of this Depository Trust Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Bond Counsel” means a firm of attorneys of national reputation and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Bond Fund” means the “Bond Fund” established by Section 10 of the Senior Resolution.

“Business Day” means a day of the year (i) which is not a Saturday or Sunday, (ii) on which banks located in the city in which the corporate trust office of the Depository Trustee is located are not required or authorized to remain closed and (iii) on which the New York Stock Exchange is not closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Depository Trust Agreement” means this Depository Trust Agreement (Sewer Revenue Bonds, Series 2009), dated as of February 1, 2019, between the County and the Depository Trustee.

“Depository Trustee” or “Trustee” means The Bank of New York Mellon Trust Company, N.A. and its successors, as the Trustee under the Senior Resolution and as the Depository Trustee under this Depository Trust Agreement.

“Escrowed Obligations” means the obligations described in Exhibit A attached hereto.

“Expense Account” means the account so named created pursuant to Section 12 hereof.

“Government Obligations” means any security listed in Exhibit B attached hereto and any other “Government Obligation” as defined in the Senior Resolution.

“Report” means the written verification report addressed to the Depository Trustee by Causey, Demgen & Moore P.C., certified public accountants, of the accuracy of the arithmetical computations of the adequacy of the maturing principal of and interest on the investments held by Depository Trustee in the trust accounts created hereunder to pay, when due, principal, premium, if any, and interest, on the Escrowed Obligations as the same become due.

“State” means the State of Arizona.

“Senior Resolution” means Resolution No. 1991-138 passed and adopted on June 18, 1991, as amended by Resolution No. 1991-182 passed and adopted August 6, 1991, and supplements thereto.

“Trust Account” means the trust fund so named created pursuant to Section 3 hereof.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee under the Senior Resolution.

Section 2. Acknowledgment by Depository Trustee. The Depository Trustee acknowledges receipt of copies of the Senior Resolution and the Report.

Section 3. Creation of Trust Account; Payment of Debt; Expense Account.

(a) The County hereby declares this Depository Trust Agreement to be an irrevocable trust made for the benefit of the holders of the Escrowed Obligations, as their respective interests may appear (the "Beneficiaries").

In the event that this Depository Trust Agreement is ever declared void, made voidable, terminated or canceled for any reason, the express trust created herein shall continue for the benefit of the Beneficiaries, and the County shall use its best efforts to obtain a qualified successor bank to act as Depository Trustee hereunder. In the further event that no successor depository trustee shall qualify to succeed as trustee hereunder, the trust herein declared shall not terminate, and the County shall hold the moneys and Government Obligations then on deposit in the hereinafter-described Trust Account in trust for the Beneficiaries.

(b) The County shall cause to be deposited with the Depository Trustee the aggregate sum of \$2,925,131.91. The Depository Trustee shall deposit \$35,750.00 of such moneys in the Expense Account described in Section 12 hereof. The Depository Trustee agrees to hold the remaining amount of the deposit and all investments made with such moneys and all earnings from investment and reinvestment of such moneys as a special trust fund (the "Trust Account") separate from all other funds and investments held by the Depository Trustee. The Trust Account shall be held by the Depository Trustee pursuant to Section 20 of the Senior Resolution and this Depository Trust Agreement to pay when due debt service on the Escrowed Obligations.

(c) The amounts credited to the Trust Account, other than an initial cash balance of \$0.91, shall be applied immediately to create the portfolio of moneys and Government Obligations described in Exhibit B attached hereto and constituting "Government Obligations" under the Senior Resolution, which is a part of this Depository Trust Agreement. The Depository Trustee shall keep adequate and accurate records of such moneys, Government Obligations and investment earnings thereon and all payments from the Trust Account. The Depository Trustee shall not redeem the Government Obligations in advance of their maturity dates except as provided in this Depository Trust Agreement. Amounts earned on investments held in the Trust Account shall be deposited, as and when the same are earned, thereto.

(d) If on the date of the deposit to the Trust Account (the "Closing Date"), the Depository Trustee shall not receive from the seller thereof any of the Government Obligations listed in Exhibit B attached hereto ("Failed Escrow Securities"), the Depository Trustee shall accept, as temporary substitutes, at the same purchase price, other Government Obligations under the Senior Resolution (collectively, "Substitute Escrow Securities"), the payments on which are scheduled to provide, as determined by an independent certified public accountant, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. The Depository Trustee may rely upon the opinion of independent public accountants that the condition in the preceding sentence is satisfied.

If Substitute Escrow Securities are delivered thereafter, upon delivery by the seller to the Depository Trustee of Failed Escrow Securities together with any amounts paid thereon subsequent to the Closing Date, the Depository Trustee shall return to the seller an amount of

Substitute Escrow Securities, and any amounts paid thereon subsequent to the Closing Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

The moneys and Government Obligations credited to the Trust Account and all proceeds thereof are pledged solely to payment of principal of and interest or redemption premium on the Escrowed Obligations to the extent necessary for such payment and shall be used solely for that purpose except as otherwise expressly provided herein. To secure such payment, the Beneficiaries are granted a security interest in such moneys and Government Obligations and proceeds thereof to the extent necessary for such payment.

If the Depository Trustee learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Depository Trust Agreement, the Depository Trustee shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Depository Trustee shall follow such instructions and, upon the maturity of any such alternative investment, the Depository Trustee shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Depository Trustee shall not be responsible for the investment of such funds or interest thereon. The Depository Trustee may conclusively rely upon the County's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 4. Payment of Escrowed Obligations.

(a) The Depository Trustee, as Trustee and Paying Agent for the Escrowed Obligations, is hereby irrevocably authorized and directed to make payments of principal, premium, if any, and interest on the Escrowed Obligations, when due, in the respective amounts due on such payment dates for the Escrowed Obligations in accordance with Exhibit C attached hereto.

(b) The County is hereby delivering notice to the Depository Trustee of the County's irrevocable election to call the Escrowed Obligations maturing on July 1, 2020 for redemption on the redemption date set forth on Exhibit A and the Depository Trustee is hereby also authorized and directed to mail notices of redemption to each registered owner of a Escrowed Obligation in accordance with the Senior Resolution, such mailing to take place on the date of creation of the Trust Account.

Section 5. Application of Moneys; Reinvestment; Liquidation. The Depository Trustee shall, at all times, hold the Government Obligations and all moneys in the Trust Account for the account of the County and for the benefit of the Beneficiaries, shall maintain the Trust Account wholly segregated from other funds and securities on deposit with the Depository Trustee, shall never commingle such Government Obligations and other moneys with other funds or obligations of the Depository Trustee, and shall never at any time use, loan or borrow the same in any way.

Notwithstanding the foregoing, the Depository Trustee may liquidate investments and reinvestments held in the Trust Account in advance of their maturity dates, and may reinvest or otherwise disburse the liquidation proceeds or other amounts only upon receipt of:

- (a) Written instructions from the County to do so;
- (b) An opinion of Bond Counsel to the effect that such action will not adversely affect the exclusion from gross income for purposes of Federal income taxation of the interest income on the Escrowed Obligations, and will not cause the Escrowed Obligations to become “arbitrage bonds” as that term is defined in Section 148 of the Code; and
- (c) A report from an independent certified public accountant or firm of independent certified public accountants whose members are also members of the American Institute of Certified Public Accountants and acceptable to the County, verifying the accuracy of the arithmetical computations of the adequacy of the proceeds from the liquidation, if any, together with any additional deposits and the maturing principal of and interest of Government Obligations, if any, to be acquired by the Depository Trustee in accordance with the County’s instructions, to pay, when due, without reinvestment the amounts to be paid from the Trust Account as provided herein.

Notwithstanding any provision herein to the contrary, all reinvestments shall be in Government Obligations, and the Depository Trustee shall rely upon the report to show that such Government Obligations shall mature on or before the dates required to pay, when due, the principal of and interest and redemption premium, if any, of the Escrowed Obligations and in an amount at least equal to the purchase price thereof.

Section 6. Security for Deposits. Any moneys credited to the Trust Account which are not invested in Government Obligations as provided herein, shall be held as cash and shall at all times be insured by the Federal Deposit Insurance Corporation or be secured by Government Obligations at least equal in value to the amount of such moneys.

Section 7. Certain Covenants. The County covenants that:

- (a) It will take no action or fail to take any action, either directly or through affiliates, which action or failure to take action would adversely affect the exemption from federal income taxation of the interest income on any of the Escrowed Obligations.
- (b) It will not take or direct any action which will cause the Escrowed Obligations to become “arbitrage bonds” as that term is defined in Section 148(a) of the Code.
- (c) It will preserve the validity of the Escrowed Obligations and the exclusion from gross income for purposes of federal income tax of interest on the Escrowed Obligations.

Section 8. Acceptance. The Depository Trustee shall have only the duties set forth herein and referred to in the Senior Resolution authorizing the Escrowed Obligations with no liability in connection with any action or omission to act hereunder, except for its own negligence, willful misconduct and no liability for payments on the Escrowed Obligations except from the funds herein pledged for that purpose. By executing this Depository Trust Agreement,

the Depository Trustee shall evidence its acceptance of the powers, duties and responsibilities bestowed upon and requested of the Depository Trustee under the terms hereof.

Section 9. Reports. On or prior to July 15, 2019, the Depository Trustee shall submit to the County a report covering all moneys it shall have received and all payments it shall have made under the provisions hereof for the immediately preceding semiannual period until the Escrowed Obligations have been paid and redeemed.

Section 10. Responsibilities and Indemnification.

(a) The Depository Trustee shall have no responsibility or liability for any action taken in accordance with the express provisions hereof and shall have no liability for the genuineness of any investments made or received hereunder or for any loss resulting from any investments made pursuant hereto. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) which exposes the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity satisfactory, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) in connection therewith.

(b) (i) The County agrees, to the extent permitted by law, to indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any and all claims, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from the Depository Trustee's performance of its duties hereunder. Such indemnification shall not extend to claims successfully brought against the Depository Trustee, its directors, officers, employees, agents or attorneys, for, or liabilities, losses, costs and expenses incurred as a result of, the Depository Trustee's own negligence or willful misconduct. In the event any action or proceeding is instituted or pending against the Depository Trustee, its directors, officers, employees, agents or attorneys by reason of the Depository Trustee's performance of its duties hereunder, the County may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the indemnified party. If any such action or proceeding includes any claims alleging the Depository Trustee's own negligence or willful misconduct in the performance of its duties hereunder, the indemnified party shall reimburse the County its expenses (including reasonable attorneys' fees), if any, of assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the said party is not entitled to be indemnified by the County as authorized in this Section 10(b). The County may, without the prior approval of the indemnified party, settle any such action or proceeding on such terms as may be acceptable to the County provided the County assumes all responsibility and liability in connection with any such settlement. Any such settlement shall not, of itself, create a presumption as to the merits of any claims alleging the Depository Trustee's own negligence or willful misconduct in the performance of its duties hereunder.

(ii) This Section 10(b) shall survive the termination of this Depository Trust Agreement and the earlier removal or resignation of the Depository Trustee.

(iii) None of the provisions of this Depository Trust Agreement shall require the Depository Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Depository Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Depository Trustee may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Depository Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(iv) The Depository Trustee may at any time resign by giving 30 days written notice of resignation to the County. Upon receiving such notice of resignation, the County shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Depository Trustee from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the County, the resigning Depository Trustee and the successor. If no successor shall have been so appointed and have accepted appointment within 60 days after the giving of such notice of resignation, the resigning Depository Trustee may petition any court of competent jurisdiction for the appointment of a successor.

(v) Anything in this Depository Trust Agreement to the contrary notwithstanding, in no event shall the Depository Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits).

(vi) The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Depository Trust Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Depository Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee’s understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The County shall be responsible for ensuring that

only Authorized Officers transmit such Instructions to the Depository Trustee and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (A) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (B) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (C) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (D) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11. Fees. The Depository Trustee hereby acknowledges receipt of its fee in the total amount of \$750.00. Except as otherwise expressly provided herein, such fee, which the County hereby agrees to pay on or promptly after the Closing Date, constitutes all payments the Depository Trustee shall receive with respect to services hereunder; provided, however, that the County also agrees to pay or reimburse the Depository Trustee for any unusual or extraordinary costs incurred by it in performance of its duties and to pay the Depository Trustee its usual and customary fees and to reimburse the Depository Trustee for its reasonable costs (including reasonable attorneys' fees and expenses) in connection with the redemption of the Escrowed Obligations. Notwithstanding the foregoing, the Depository Trustee shall be obligated to perform its duties hereunder if it does not receive the fees payable to it hereunder subject to its right to resign under Section 10 hereof. Except as specifically provided in the first sentence of Section 16 hereof, the Depository Trustee shall have no lien nor assert any lien on moneys or investments in the Trust Account securing payment of its fees or expenses.

Section 12. Expense Account. The Depository Trustee is hereby authorized and directed to pay solely from the \$35,750.00 of moneys deposited with the Depository Trustee as described in Section 3(b) hereof for such purpose, the costs and expenses associated with the prepayment of Escrowed Obligations to the parties and in the amounts set forth on Schedule I attached hereto, upon presentation of an invoice, except the Depository Trustee does not need to present an invoice. Amounts deposited with the Depository Trustee for such purpose shall be held in a separate account (the "Expense Account") and shall not constitute a part of the Trust Account created with respect to the Escrowed Obligations. Any moneys remaining in the Expense Account after all authorized expenses have been paid or after March 31, 2019 shall be transferred into the Bond Fund established in the Senior Bond Resolution. Amounts in the Expense Account shall be invested as directed by the County in writing.

The Depository Trustee shall have no obligation to invest and reinvest any cash held in the Expense Account in the absence of timely and specific written investment direction from the County. In no event shall the Depository Trustee be liable for the selection of investments or for investment losses incurred thereon. The Depository Trustee shall have no

liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the Depositors to provide timely written investment direction. The County acknowledges that regulations of the Comptroller of the Currency grant the County the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the County specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Depository Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Depository Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Depository Trust Agreement.

Section 13. Assignment. The rights and duties of the Depository Trustee under this Depository Trust Agreement shall not be assigned to any other person, corporation, partnership or trustee unless the Depository Trustee is required by law to divest, or does divest, itself of its trust department or unless the Depository Trustee shall sell or assign substantially all of its corporate trust business in which event the trust hereunder shall be continued by the Depository Trustee's successor in interest.

Section 14. Right to Deal in Escrowed Obligations. The Depository Trustee may in good faith buy, sell or hold and deal in any Escrowed Obligations with like effect as if it were not such Depository Trustee but such action shall not abrogate, alter or diminish any duty of the Depository Trustee as the depository trustee under this Depository Trust Agreement.

Section 15. Irrevocability; Amendments. The parties hereto recognize that the holders of the Escrowed Obligations have a beneficial and vested interest in the moneys and investments in the Trust Account to pay when due principal, interest and redemption premiums, if any, on the Escrowed Obligations. It is therefore recited, understood and agreed by the parties hereto that this Depository Trust Agreement shall not be revoked or amended without the consent of the holders of 100% of the aggregate principal amount of the Escrowed Obligations, except that this Depository Trust Agreement may be amended without notice to or consent of the holders of the Escrowed Obligations for one or more of the following purposes:

(a) To insert any unintentionally omitted material or to cure any formal defect or omission or to cure any ambiguity, provided any such amendment shall not, as evidenced by an opinion of counsel (in reliance upon an opinion of counsel), materially adversely affect the interests of the holders of the Escrowed Obligations;

(b) To grant or confer upon the holders of the Escrowed Obligations any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(c) To secure or provide additional revenues or security or reserves for the payment of the Escrowed Obligations; or

(d) To reflect the severance of any section, paragraph, subdivision, sentence, clause or phrase hereof which has been held illegal or unenforceable.

The Depository Trustee shall be entitled to receive and rely on an opinion of counsel that such amendment complies with this Section 15.

Section 16. Termination. When all amounts payable on the Escrowed Obligations have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the Business Day following the date on which the last of the Escrowed Obligations is to be retired, the Depository Trustee shall deposit all moneys and investments credited to the Trust Account and not needed for payment of principal of and interest on the Escrowed Obligations or fees and expenses of the Depository Trustee into the Interest Account under the Senior Resolution. Any moneys held by the Depository Trustee or any paying agent for the payment of the principal of and interest on any Escrowed Obligations remaining unclaimed for four years after the principal of all Escrowed Obligations has become due and payable shall then be paid (without liability for interest) to the County and the holders of any Escrowed Obligations not theretofore presented for payment shall thereafter be entitled to look only to the County for payment thereof and all liability of the Depository Trustee and any paying agent with respect to such moneys shall thereupon cease and this Depository Trust Agreement shall terminate. Any claims of the Depository Trustee against the County for amounts due the Depository Trustee pursuant to Sections 10 and 11 hereof shall survive the termination of this Depository Trust Agreement.

Section 17. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 18. Applicable Laws. This Depository Trust Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State.

Section 19. Headings for Reference Only. The headings herein are inserted for reference only and shall not define or limit the provision hereof.

Section 20. Counterparts. This Depository Trust Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 21. Notices. All notices, consents or other communications required or permitted to be made hereunder to the parties hereto shall be deemed sufficient if given in writing, addressed and mailed by certified or registered mail, postage prepaid as follows:

To the County:

Pima County, Arizona
130 West Congress, 6th Floor
Tucson, Arizona 85701
Attention: Finance and Risk Management Director

To the Depository Trustee or the Trustee:

The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 17th Floor
Houston, TX 77002
Attention: Corporate Trust Services

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to each other party hereto.

Section 22. Statutory Notice Regarding Cancellation of Contracts. As required by the provisions of Arizona Revised Statutes Section 38-511, as amended, notice is hereby given that the County may cancel any contract, without penalty or further obligation, made by the County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee 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 County's Board of Supervisors is received by all other parties to the contract unless the notice specifies a later time.

Section 23. Certain Warranties and Certifications from the Depository Trustee.

(a) To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Depository Trustee, in its capacity as Depository Trustee hereunder and as Trustee under the Senior Resolution, including its subcontractors who work on this Depository Trust Agreement or the Senior Resolution, warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E verify requirements under A.R.S. § 23-214(A). The breach by the Depository Trustee of the foregoing shall be deemed a material breach by the Depository Trustee of this Depository Trust Agreement and the Senior Resolution and may result in the termination of its role as Trustee under the Senior Resolution and as Depository Trustee hereunder and its replacement with a successor in such capacities, to the extent permitted by the Senior Resolution. The County retains the legal right to randomly inspect the papers and records of the Depository Trustee to ensure that the Depository Trustee is complying with the above-mentioned warranty. The Depository Trustee shall keep such papers and records open for random inspection by the County during normal business hours. The Depository Trustee shall cooperate with the random inspections by the County, including granting the County entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. To the extent permitted by law, the County will preserve the confidentiality of any information, records, or papers the County views, accesses, or otherwise obtains during any and every such random inspection.

(b) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Depository Trustee hereby certifies that it is not currently engaged in, and for the duration of this Depository Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the County determines that the Depository Trustee submitted a false certification, the County may impose remedies as provided by law, including termination of its role as Trustee under the Senior Resolution and as Depository Trustee hereunder and its replacement with a successor in such capacities, to the extent permitted by the Senior Resolution.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Depository Trust Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the date and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee and Depository
Trustee

By:  _____
Vice President

PIMA COUNTY, ARIZONA

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

[Signature page to Depository Trust Agreement
(Sewer Revenue Bonds, Series 2009)]

IN WITNESS WHEREOF, the parties hereto have caused this Depository Trust Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the date and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Depository Trustee

By: _____
Vice President

PIMA COUNTY, ARIZONA

By:  _____
Chairman, Board of Supervisors

ATTEST:

By:  _____
Clark, Board of Supervisors

[Signature page to Depository Trust Agreement
(Sewer Revenue Bonds, Series 2009)]

**EXHIBIT A
TO
DEPOSITORY TRUST AGREEMENT (SEWER REVENUE BONDS, SERIES 2009)**

Escrowed Obligations

Sewer Revenue Bonds, Series 2009

<u>Maturity Date (July 1)</u>	<u>Outstanding Principal Amount</u>	<u>Principal Amount Defeased</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
2019	\$1,395,000	\$1,395,000	N.A.	N.A.
2020	1,465,000	1,465,000	07/01/19	100%

Exhibit A

**EXHIBIT B
TO
DEPOSITORY TRUST AGREEMENT (SEWER REVENUE BONDS, SERIES 2009)**

GOVERNMENT OBLIGATIONS

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Cost</u>
SLGS	07/01/19	\$2,889,381	2.450%	\$2,889,381.00

Exhibit B

**EXHIBIT C
TO
DEPOSITORY TRUST AGREEMENT (SEWER REVENUE BONDS, SERIES 2009)**

DEBT SERVICE

Escrowed Obligations

Sewer Revenue Bonds, Series 2009

<u>Payment Date</u>	<u>Principal Retired</u>	<u>Interest</u>	<u>Premium</u>	<u>Total</u>
07/01/19	\$2,860,000.00	\$53,625.00	-0-	\$2,913,625.00

SCHEDULE I

Costs and Expenses

<u>Payee</u>	<u>Amount</u>
Squire Patton Boggs (US) LLP	\$20,000
RBC Capital Markets	12,000
Causey, Demgen & Moore	1,750
Depository Trustee	<u>2,000</u>
TOTAL:	<u>\$35,750.00</u>

**DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)**

between

PIMA COUNTY, ARIZONA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee and Depository Trustee

Dated as of February 1, 2019

providing payment for certain

**PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)

THIS DEPOSITORY TRUST AGREEMENT (SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010), dated as of February 1, 2019, between PIMA COUNTY, ARIZONA (the “County”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the hereinafter-described Series 2010 Obligation Indenture and as Depository Trustee (the “Depository Trustee” or the “Trustee”),

WITNESSETH:

WHEREAS, pursuant to a Series 2010 Obligation Indenture dated as of June 1, 2010 (the “Series 2010 Obligation Indenture”), between the County and Depository Trustee, as trustee thereunder, and a Series 2010 Purchase Agreement, dated as of June 1, 2010 (the “Series 2010 Purchase Agreement”), between the County, as buyer, and the Depository Trustee, as seller thereunder, there have been executed and delivered the Sewer System Revenue Obligations, Series 2010 (the “Series 2010 Obligations”), to finance portions of the County’s sewer system (the “System”), which are payable solely from revenues of the System after deduction for operating expenses, as provided in the Series 2010 Obligation Indenture; and

WHEREAS, pursuant to Resolution No. 2018-16 (the “Resolution”) adopted by the Board on March 20, 2018, the County now desires to provide for the payment of the Series 2010 Obligations identified on Exhibit A attached hereto in advance of their respective maturities (collectively, the “Escrowed Obligations”); and

WHEREAS, pursuant to the Resolution, the County has caused to be purchased obligations issued or guaranteed by the United States Government (hereinafter referred to as “Defeasance Obligations”), the maturing principal of and investment income from which will be sufficient to pay the principal of, premium, if any, and interest on the Escrowed Obligations maturing on July 1, 2020; and

WHEREAS, the Resolution approves the execution and delivery of this Depository Trust Agreement with the Depository Trustee for the purpose of creating an irrevocable trust for the administration and safekeeping of the Defeasance Obligations and other moneys to be held in trust for, and irrevocably pledged to, the payment of the Escrowed Obligations; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby for such purpose:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, IT IS HEREBY AGREED as follows:

Section 1. Definitions. For the purpose of this Depository Trust Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Bond Counsel” means a firm of attorneys of national reputation and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Bond Fund” means the “Obligation Fund” established by Section 5.1 of the Series 2010 Obligation Indenture.

“Business Day” means a day of the year (i) which is not a Saturday or Sunday, (ii) on which banks located in the city in which the corporate trust office of the Depository Trustee is located are not required or authorized to remain closed and (iii) on which the New York Stock Exchange is not closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defeasance Obligations” means any security listed in Exhibit B attached hereto and any other “Defeasance Obligation” as defined in the Series 2010 Obligation Indenture.

“Depository Trust Agreement” means this Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of February 1, 2019, between the County and the Depository Trustee.

“Depository Trustee” or “Trustee” means The Bank of New York Mellon Trust Company, N.A. and its successors, as the Trustee under the Series 2010 Obligation Indenture and as the Depository Trustee under this Depository Trust Agreement.

“Escrowed Obligations” means the obligations described in Exhibit A attached hereto.

“Report” means the written verification report addressed to the Depository Trustee by Causey, Demgen & Moore P.C., certified public accountants, of the accuracy of the arithmetical computations of the adequacy of the maturing principal of and interest on the investments held by Depository Trustee in the trust accounts created hereunder to pay, when due, principal, premium, if any, and interest, on the Escrowed Obligations as the same become due.

“State” means the State of Arizona.

“Trust Account” means the trust fund so named created pursuant to Section 3 hereof.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee under the Series 2010 Obligation Indenture.

Section 2. Acknowledgment by Depository Trustee. The Depository Trustee acknowledges receipt of copies of the Series 2010 Obligation Indenture and the Report.

Section 3. Creation of Trust Account; Payment of Debt.

(a) The County hereby declares this Depository Trust Agreement to be an irrevocable trust made for the benefit of the holders of the Escrowed Obligations, as their respective interests may appear (the “Beneficiaries”).

In the event that this Depository Trust Agreement is ever declared void, made voidable, terminated or canceled for any reason, the express trust created herein shall continue for the benefit of the Beneficiaries, and the County shall use its best efforts to obtain a qualified successor bank to act as Depository Trustee hereunder. In the further event that no successor depository trustee shall qualify to succeed as trustee hereunder, the trust herein declared shall not terminate, and the County shall hold the moneys and Defeasance Obligations then on deposit in the hereinafter described Trust Account in trust for the Beneficiaries.

(b) The County shall cause to be deposited with the Depository Trustee the aggregate sum of \$9,362,616.23. The Depository Trustee agrees to hold the amount of the deposit and all investments made with such moneys and all earnings from investment and reinvestment of such moneys as a special trust fund (the "Trust Account") separate from all other funds and investments held by the Depository Trustee. The Trust Account shall be held by the Depository Trustee pursuant to Section 10.2 of the Series 2010 Obligation Indenture and this Depository Trust Agreement to pay when due debt service on the Escrowed Obligations.

(c) The amounts credited to the Trust Account, other than an initial cash balance of \$0.23, shall be applied immediately to create the portfolio of moneys and Defeasance Obligations described in Exhibit B attached hereto and constituting "Defeasance Obligations" under the Series 2010 Obligation Indenture, which is a part of this Depository Trust Agreement. The Depository Trustee shall keep adequate and accurate records of such moneys, Defeasance Obligations and investment earnings thereon and all payments from the Trust Account. The Depository Trustee shall not redeem the Defeasance Obligations in advance of their maturity dates except as provided in this Depository Trust Agreement. Amounts earned on investments held in the Trust Account shall be deposited, as and when the same are earned, thereto.

(d) If on the date of the deposit to the Trust Account (the "Closing Date"), the Depository Trustee shall not receive from the seller thereof any of the Defeasance Obligations listed in Exhibit B attached hereto ("Failed Escrow Securities"), the Depository Trustee shall accept, as temporary substitutes, at the same purchase price, other Defeasance Obligations under the Series 2010 Obligation Indenture (collectively, "Substitute Escrow Securities"), the payments on which are scheduled to provide, as determined by an independent certified public accountant, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. The Depository Trustee may rely upon the opinion of independent public accountants that the condition in the preceding sentence is satisfied.

If Substitute Escrow Securities are delivered thereafter, upon delivery by the seller to the Depository Trustee of Failed Escrow Securities together with any amounts paid thereon subsequent to the Closing Date, the Depository Trustee shall return to the seller an amount of Substitute Escrow Securities, and any amounts paid thereon subsequent to the Closing Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

The moneys and Defeasance Obligations credited to the Trust Account and all proceeds thereof are pledged solely to payment of principal of and interest or redemption premium on the Escrowed Obligations to the extent necessary for such payment and shall be used solely for that purpose except as otherwise expressly provided herein. To secure such payment, the

Beneficiaries are granted a security interest in such moneys and Defeasance Obligations and proceeds thereof to the extent necessary for such payment.

If the Depository Trustee learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities (“SLGS”) that is to be submitted pursuant to this Depository Trust Agreement, the Depository Trustee shall promptly request alternative written investment instructions from the County with respect to funds which were to be invested in SLGS. The Depository Trustee shall follow such instructions and, upon the maturity of any such alternative investment, the Depository Trustee shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the County. In the absence of investment instructions from the County, the Depository Trustee shall not be responsible for the investment of such funds or interest thereon. The Depository Trustee may conclusively rely upon the County’s selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 4. Payment of Escrowed Obligations. The Depository Trustee, as Trustee and Paying Agent for the Escrowed Obligations, is hereby irrevocably authorized and directed to make payments of principal, premium, if any, and interest on the Escrowed Obligations, when due, in the respective amounts due on such payment dates for the Escrowed Obligations in accordance with Exhibit C attached hereto.

Section 5. Application of Moneys; Reinvestment; Liquidation. The Depository Trustee shall, at all times, hold the Defeasance Obligations and all moneys in the Trust Account for the account of the County and for the benefit of the Beneficiaries, shall maintain the Trust Account wholly segregated from other funds and securities on deposit with the Depository Trustee, shall never commingle such Defeasance Obligations and other moneys with other funds or obligations of the Depository Trustee, and shall never at any time use, loan or borrow the same in any way.

Notwithstanding the foregoing, the Depository Trustee may liquidate investments and reinvestments held in the Trust Account in advance of their maturity dates, and may reinvest or otherwise disburse the liquidation proceeds or other amounts only upon receipt of:

- (a) Written instructions from the County to do so;
- (b) An opinion of Bond Counsel to the effect that such action will not adversely affect the exclusion from gross income for purposes of Federal income taxation of the interest income on the Escrowed Obligations, and will not cause the Escrowed Obligations to become “arbitrage bonds” as that term is defined in Section 148 of the Code; and
- (c) A report from an independent certified public accountant or firm of independent certified public accountants whose members are also members of the American Institute of Certified Public Accountants and acceptable to the County, verifying the accuracy of the arithmetical computations of the adequacy of the proceeds from the liquidation, if any, together with any additional deposits and the maturing principal of and interest of Defeasance

Obligations, if any, to be acquired by the Depository Trustee in accordance with the County's instructions, to pay, when due, without reinvestment the amounts to be paid from the Trust Account as provided herein.

Notwithstanding any provision herein to the contrary, all reinvestments shall be in Defeasance Obligations, and the Depository Trustee shall rely upon the report to show that such Defeasance Obligations shall mature on or before the dates required to pay, when due, the principal of and interest and redemption premium, if any, of the Escrowed Obligations and in an amount at least equal to the purchase price thereof.

Section 6. Security for Deposits. Any moneys credited to the Trust Account which are not invested in Defeasance Obligations as provided herein, shall be held as cash and shall at all times be insured by the Federal Deposit Insurance Corporation or be secured by Defeasance Obligations at least equal in value to the amount of such moneys.

Section 7. Certain Covenants. The County covenants that:

(a) It will take no action or fail to take any action, either directly or through affiliates, which action or failure to take action would adversely affect the exemption from federal income taxation of the interest income on any of the Escrowed Obligations.

(b) It will not take or direct any action which will cause the Escrowed Obligations to become "arbitrage bonds" as that term is defined in Section 148(a) of the Code.

(c) It will preserve the validity of the Escrowed Obligations and the exclusion from gross income for purposes of federal income tax of interest on the Escrowed Obligations.

Section 8. Acceptance. The Depository Trustee shall have only the duties set forth herein and referred to in the Series 2010 Obligation Indenture authorizing the Escrowed Obligations with no liability in connection with any action or omission to act hereunder, except for its own negligence, willful misconduct and no liability for payments on the Escrowed Obligations except from the funds herein pledged for that purpose. By executing this Depository Trust Agreement, the Depository Trustee shall evidence its acceptance of the powers, duties and responsibilities bestowed upon and requested of the Depository Trustee under the terms hereof.

Section 9. Reports. On or prior to July 15, 2019, and on each July 15 thereafter, the Depository Trustee shall submit to the County a report covering all moneys it shall have received and all payments it shall have made under the provisions hereof for the immediately preceding semiannual period until the Escrowed Obligations have been paid and redeemed.

Section 10. Responsibilities and Indemnification.

(a) The Depository Trustee shall have no responsibility or liability for any action taken in accordance with the express provisions hereof and shall have no liability for the genuineness of any investments made or received hereunder or for any loss resulting from any investments made pursuant hereto. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) which exposes the Depository Trustee to unreasonable risk of liability or expense, the Depository

Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity satisfactory, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) in connection therewith.

(b) (i) The County agrees, to the extent permitted by law, to indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any and all claims, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from the Depository Trustee's performance of its duties hereunder. Such indemnification shall not extend to claims successfully brought against the Depository Trustee, its directors, officers, employees, agents or attorneys, for, or liabilities, losses, costs and expenses incurred as a result of, the Depository Trustee's own negligence or willful misconduct. In the event any action or proceeding is instituted or pending against the Depository Trustee, its directors, officers, employees, agents or attorneys by reason of the Depository Trustee's performance of its duties hereunder, the County may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the indemnified party. If any such action or proceeding includes any claims alleging the Depository Trustee's own negligence or willful misconduct in the performance of its duties hereunder, the indemnified party shall reimburse the County its expenses (including reasonable attorneys' fees), if any, of assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the said party is not entitled to be indemnified by the County as authorized in this Section 10(b). The County may, without the prior approval of the indemnified party, settle any such action or proceeding on such terms as may be acceptable to the County provided the County assumes all responsibility and liability in connection with any such settlement. Any such settlement shall not, of itself, create a presumption as to the merits of any claims alleging the Depository Trustee's own negligence or willful misconduct in the performance of its duties hereunder.

(ii) This Section 10(b) shall survive the termination of this Depository Trust Agreement and the earlier removal or resignation of the Depository Trustee.

(iii) None of the provisions of this Depository Trust Agreement shall require the Depository Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Depository Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Depository Trustee may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Depository Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(iv) The Depository Trustee may at any time resign by giving 30 days written notice of resignation to the County. Upon receiving such notice of resignation, the County shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Depository Trustee from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the County, the resigning Depository Trustee and the successor. If no successor shall have been so appointed and have accepted appointment within 60 days after the giving of such notice of resignation, the resigning Depository Trustee may petition any court of competent jurisdiction for the appointment of a successor.

(v) Anything in this Depository Trust Agreement to the contrary notwithstanding, in no event shall the Depository Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits).

(vi) The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Depository Trust Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the County shall provide to the Depository Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the County whenever a person is to be added or deleted from the listing. If the County elects to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee’s understanding of such Instructions shall be deemed controlling. The County understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The County shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Depository Trustee and that the County and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the County. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The County agrees: (A) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (B) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (C) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light

of its particular needs and circumstances; and (D) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11. Fees. The Depository Trustee hereby acknowledges receipt of its fee in the total amount of \$1,250.00. Except as otherwise expressly provided herein, such fee, which the County hereby agrees to pay on or promptly after the Closing Date, constitutes all payments the Depository Trustee shall receive with respect to services hereunder; provided, however, that the County also agrees to pay or reimburse the Depository Trustee for any unusual or extraordinary costs incurred by it in performance of its duties and to pay the Depository Trustee its usual and customary fees and to reimburse the Depository Trustee for its reasonable costs (including reasonable attorneys' fees and expenses) in connection with the redemption of the Escrowed Obligations. Notwithstanding the foregoing, the Depository Trustee shall be obligated to perform its duties hereunder if it does not receive the fees payable to it hereunder subject to its right to resign under Section 10 hereof. Except as specifically provided in the first sentence of Section 16 hereof, the Depository Trustee shall have no lien nor assert any lien on moneys or investments in the Trust Account securing payment of its fees or expenses.

Section 12. Assignment. The rights and duties of the Depository Trustee under this Depository Trust Agreement shall not be assigned to any other person, corporation, partnership or trustee unless the Depository Trustee is required by law to divest, or does divest, itself of its trust department or unless the Depository Trustee shall sell or assign substantially all of its corporate trust business in which event the trust hereunder shall be continued by the Depository Trustee's successor in interest.

Section 13. Right to Deal in Escrowed Obligations. The Depository Trustee may in good faith buy, sell or hold and deal in any Escrowed Obligations with like effect as if it were not such Depository Trustee but such action shall not abrogate, alter or diminish any duty of the Depository Trustee as the depository trustee under this Depository Trust Agreement.

Section 14. Irrevocability; Amendments. The parties hereto recognize that the holders of the Escrowed Obligations have a beneficial and vested interest in the moneys and investments in the Trust Account to pay when due principal, interest and redemption premiums, if any, on the Escrowed Obligations. It is therefore recited, understood and agreed by the parties hereto that this Depository Trust Agreement shall not be revoked or amended without the consent of the holders of 100% of the aggregate principal amount of the Escrowed Obligations, except that this Depository Trust Agreement may be amended without notice to or consent of the holders of the Escrowed Obligations for one or more of the following purposes:

(a) To insert any unintentionally omitted material or to cure any formal defect or omission or to cure any ambiguity, provided any such amendment shall not, as evidenced by an opinion of counsel (in reliance upon an opinion of counsel), materially adversely affect the interests of the holders of the Escrowed Obligations;

(b) To grant or confer upon the holders of the Escrowed Obligations any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(c) To secure or provide additional revenues or security or reserves for the payment of the Escrowed Obligations; or

(d) To reflect the severance of any section, paragraph, subdivision, sentence, clause or phrase hereof which has been held illegal or unenforceable.

The Depository Trustee shall be entitled to receive and rely on an opinion of counsel that such amendment complies with Section 14 hereof.

Section 15. Termination. When all amounts payable on the Escrowed Obligations have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the Business Day following the date on which the last of the Escrowed Obligations is to be retired, the Depository Trustee shall deposit all moneys and investments credited to the Trust Account and not needed for payment of principal of and interest on the Escrowed Obligations or fees and expenses of the Depository Trustee into the Interest Account under the Series 2010 Obligation Indenture. Any moneys held by the Depository Trustee or any paying agent for the payment of the principal of and interest on any Escrowed Obligations remaining unclaimed for four years after the principal of all Escrowed Obligations has become due and payable shall then be paid (without liability for interest) to the County and the holders of any Escrowed Obligations not theretofore presented for payment shall thereafter be entitled to look only to the County for payment thereof and all liability of the Depository Trustee and any paying agent with respect to such moneys shall thereupon cease and this Depository Trust Agreement shall terminate. Any claims of the Depository Trustee against the County for amounts due the Depository Trustee pursuant to Sections 10 and 11 hereof shall survive the termination of this Depository Trust Agreement.

Section 16. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 17. Applicable Laws. This Depository Trust Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State.

Section 18. Headings for Reference Only. The headings herein are inserted for reference only and shall not define or limit the provision hereof.

Section 19. Counterparts. This Depository Trust Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 20. Notices. All notices, consents or other communications required or permitted to be made hereunder to the parties hereto shall be deemed sufficient if given in writing, addressed and mailed by certified or registered mail, postage prepaid as follows:

To the County:

Pima County, Arizona
130 West Congress, 6th Floor
Tucson, Arizona 85701
Attention: Finance and Risk Management Director

To the Depository Trustee or the Trustee:

The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 17th Floor
Houston, TX 77002
Attention: Corporate Trust Services

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to each other party hereto.

Section 21. Statutory Notice Regarding Cancellation of Contracts. As required by the provisions of Arizona Revised Statutes Section 38-511, as amended, notice is hereby given that the County may cancel any contract, without penalty or further obligation, made by the County if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee 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 County's Board of Supervisors is received by all other parties to the contract unless the notice specifies a later time.

Section 22. Certain Warranties and Certifications from the Depository Trustee.

(a) To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Depository Trustee, in its capacity as Depository Trustee hereunder and as Trustee under the Series 2010 Obligation Indenture, including its subcontractors who work on this Depository Trust Agreement or the Series 2010 Obligation Indenture, warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E verify requirements under A.R.S. § 23-214(A). The breach by the Depository Trustee of the foregoing shall be deemed a material breach by the Depository Trustee of this Depository Trust Agreement and the Series 2010 Obligation Indenture and may result in the termination of its role as Trustee under the Series 2010 Obligation Indenture and as Depository Trustee hereunder and its replacement with a successor in such capacities, to the extent permitted by the Series 2010 Obligation Indenture. The County retains the legal right to randomly inspect the papers and records of the Depository Trustee to ensure that the Depository Trustee is complying with the above-mentioned warranty. The Depository Trustee shall keep such papers and records open for random inspection by the County during normal business hours. The Depository Trustee shall cooperate with the random inspections by the County, including granting the County entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. To the extent permitted by law, the County will preserve

the confidentiality of any information, records, or papers the County views, accesses, or otherwise obtains during any and every such random inspection.

(b) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Depository Trustee hereby certifies that it is not currently engaged in, and for the duration of this Depository Trust Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the County determines that the Depository Trustee submitted a false certification, the County may impose remedies as provided by law, including termination of its role as Trustee under the Series 2010 Obligation Indenture and as Depository Trustee hereunder and its replacement with a successor in such capacities, to the extent permitted by the Series 2010 Obligation Indenture.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Depository Trust Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the date and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee and Depository
Trustee

By:  _____
Vice President

PIMA COUNTY, ARIZONA

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

[Signature page to Depository Trust Agreement
(Sewer System Revenue Obligations, Series 2019)]

IN WITNESS WHEREOF, the parties hereto have caused this Depository Trust Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the date and year first above written.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Depository Trustee

By: _____
Vice President

PIMA COUNTY, ARIZONA

By:  _____
Chairman, Board of Supervisors

ATTEST:

By:  _____
Clerk, Board of Supervisors

[Signature page to Depository Trust Agreement
(Sewer System Revenue Obligations, Series 2019)]

**EXHIBIT A
TO
DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)**

Escrowed Obligations

Sewer System Revenue Obligations, Series 2010

<u>Maturity Date (July 1)</u>	<u>Outstanding Principal Amount</u>	<u>Principal Amount Defeased</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
2020	\$9,000,000	\$9,000,000	N.A.	N.A.

Exhibit A

**EXHIBIT B
TO
DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)**

DEFEASANCE OBLIGATIONS

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Cost</u>
SLGS	07/01/19	\$ 144,514	2.45%	\$ 144,514.00
	01/01/20	107,891	2.54	107,891.00
	07/01/20	9,110,211	2.52	9,110,211.00

**EXHIBIT C
TO
DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)**

DEBT SERVICE

Escrowed Obligations

Sewer System Revenue Obligations, Series 2010

<u>Payment Date</u>	<u>Principal Retired</u>	<u>Interest</u>	<u>Premium</u>	<u>Total</u>
07/01/19		\$225,000	-0-	\$225,000
01/01/20		225,000	-0-	225,000
07/01/20	\$9,000,000	225,000	-0-	9,225,000

PIMA COUNTY, ARIZONA

**VERIFICATION REPORT FOR THE
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009
AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

February 26, 2019

Pima County, Arizona
130 West Congress, 6th Floor
Tucson, Arizona 85701

Squire Patton Boggs (US) LLP
1 East Washington Street, Suite 2700
Phoenix, Arizona 85004

RBC Capital Markets, LLC
2398 East Camelback Road, Suite 700
Phoenix, Arizona 85016

We have completed our engagement to verify the mathematical accuracy of (a) the computations relating to the adequacy of cash plus U.S. Treasury Securities to be held in separate escrow accounts to pay the debt service requirements of the following bonds (herein collectively referred to as the “Defeased Bonds”) issued by Pima County, Arizona (herein referred to as the “County”):

- Sewer Revenue Bonds, Series 2009 (only those bonds described in Exhibit A-4) (herein referred to as the “Defeased 2009 Bonds”) and
- Sewer System Revenue Obligations, Series 2010 (only those bonds described in Exhibit B-3) (herein referred to as the “Defeased 2010 Bonds”),

and (b) the yield on the escrowed securities purchased to defease the Defeased Bonds. We express no opinion as to the attainability of the assumptions underlying the computations or the tax-exempt status of the Defeased Bonds. Our verification was performed solely on the information contained in certain schedules of proposed transactions provided by RBC Capital Markets, LLC (herein referred to as the “Financial Advisor”). In the course of our engagement to verify the mathematical accuracy of the computations in the schedules provided to us, we prepared Exhibits A through D attached hereto and made a part hereof.

The scope of our engagement consisted of performing the procedures described herein. These procedures were performed in a manner that we deem to be appropriate.

The accompanying exhibits of proposed transactions were prepared on the basis of assumptions underlying the computations and in accordance with the procedures described herein. We did not independently confirm the information used with outside parties.

OUR UNDERSTANDING OF THE TRANSACTION

The County intends to contribute cash on February 26, 2019 to defease the Defeased Bonds. A portion of the cash contribution will be used to (1) purchase a U.S. Treasury Security (herein referred to as the “2009 Security”) and to provide cash that will be placed into an escrow account to

defeasement of the Defeased 2009 Bonds, and (2) purchase U.S. Treasury Securities (herein referred to as the "2010 Securities") and to provide cash that will be placed into an escrow account to defeasement of the Defeased 2010 Bonds.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2009 Bonds on July 1, 2019 and will redeem those Defeased 2009 Bonds maturing on July 1, 2020, at a redemption price equal to 100% of par, on July 1, 2019, which is the first optional redemption date for these bonds.

The Escrow Agent will pay the debt service requirements of the Defeased 2010 Bonds on each scheduled payment date through and including July 1, 2020, which obligations are not subject to optional redemption prior to maturity.

ESCROW ACCOUNT TRANSACTIONS FOR THE DEFEASED 2009 BONDS

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to defeasement of the Defeased 2009 Bonds.

The presently outstanding debt service requirements of the Defeased 2009 Bonds will be satisfied by the purchase of the 2009 Security (as described in Exhibit A-2) plus \$0.91 in cash. The 2009 Security and cash will be placed in an irrevocable escrow account and held therein until the Defeased 2009 Bonds are redeemed as previously described.

We read a copy of the Official Statement dated April 21, 2009 for the Defeased 2009 Bonds insofar as these obligations are described with respect to principal amounts, interest rates, maturity dates and redemption provisions. We assumed this document to be accurate and all debt service payments on the Defeased 2009 Bonds to be current as of February 26, 2019. We compared the above information set forth in this Official Statement with the related information contained in the schedules provided to us and found the information to be consistent.

We compared the subscribed interest rate of the 2009 Security to be purchased and placed in escrow with the maximum allowable interest rate as published in the SLGS Daily Rate Table by the Bureau of the Fiscal Service for February 12, 2019 and found the subscribed rate to be less than or equal to the maximum allowable rate that was in effect on the subscription date for each applicable maturity date.

Based on the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibits A through A-3, which indicate that the cash and the 2009 Security proposed to be placed in escrow by the County will produce the amount necessary to provide for the timely payment of the proposed debt payment schedule on the Defeased 2009 Bonds, are mathematically correct.

ESCROW ACCOUNT TRANSACTIONS FOR THE DEFEASED 2010 BONDS

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to defease the Defeased 2010 Bonds.

The presently outstanding debt service requirements of the Defeased 2010 Bonds will be satisfied by the purchase of the 2010 Securities (as described in Exhibit B-2) plus \$0.23 in cash. The 2010 Securities and cash will be placed in an irrevocable escrow account and held therein until the Defeased 2010 Bonds are retired as previously described.

We read a copy of the Official Statement dated June 2, 2010 for the Defeased 2010 Bonds insofar as these obligations are described with respect to interest rates, maturity dates and redemption provisions. We assumed this document to be accurate and all debt service payments on the Defeased 2010 Bonds to be current as of February 26, 2019. We compared the above information set forth in this Official Statement with the related information contained in the schedules provided to us and found the information to be consistent.

We compared the subscribed interest rates of the 2010 Securities to be purchased and placed in escrow with the maximum allowable interest rates as published in the SLGS Daily Rate Table by the Bureau of the Fiscal Service for February 12, 2019 and found the subscribed rates to be less than or equal to the maximum allowable rates that were in effect on the subscription date for each applicable maturity date.

Based on the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibits B through B-3, which indicate that the cash and the 2010 Securities proposed to be placed in escrow by the County will produce the amounts necessary to provide for the timely payment of the proposed debt payment schedule on the Defeased 2010 Bonds, are mathematically correct.

YIELD ON THE INVESTMENT IN THE 2009 SECURITY

We verified the mathematical accuracy of the accompanying computation of the yield on the investment in the 2009 Security based on an assumed settlement date of February 26, 2019 and a purchase price of \$2,889,381.00. For purposes of this calculation, yield is defined as the rate of interest which, using the assumptions and procedures set forth herein, discounts the cash receipt from the 2009 Security to an amount equal to the purchase price of the 2009 Security. The computations were made using a 360-day year with interest compounded semi-annually and were based on the date the funds are to be received in the escrow account and assume that all other cash balances are not reinvested.

Based upon the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibit C, which indicate that the yield on the 2009 Security is 2.42090% (which is less than the yield of 3.693253% on the 2009 Bonds, as stated in the Final Pricing Numbers dated April 22, 2009 for the 2009 Bonds), are mathematically correct.

YIELD ON THE INVESTMENT IN THE 2010 SECURITIES

We verified the mathematical accuracy of the accompanying computation of the yield on the investment in the 2010 Securities based on an assumed settlement date of February 26, 2019 and a purchase price of \$9,362,616.00. For purposes of this calculation, yield is defined as the rate of interest which, using the assumptions and procedures set forth herein, discounts the cash receipts from the 2010 Securities to an amount equal to the purchase price of the 2010 Securities. The computations were made using a 360-day year with interest compounded semi-annually and were based on the dates the funds are to be received in the escrow account and assume that all other cash balances are not reinvested.

Based upon the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibit D, which indicate that the yield on the 2010 Securities is 2.51730% (which is less than the yield of 3.922713% on the 2010 Bonds, as stated in the Final Pricing Numbers dated June 2, 2010 for the 2010 Bonds), are mathematically correct.

USE OF THIS REPORT

It is understood that this report is solely for the information of and assistance to the addressees hereof in connection with the defeasance of the Defeased Bonds and is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose without our written consent, except that (i) the report may be used in its entirety as an exhibit to the escrow agreements for the Defeased Bonds, (ii) the report may be included in the transcripts pertaining to the defeasance of the Defeased Bonds, (iii) the report may be relied upon by Bond Counsel in connection with its opinions concerning the Defeased Bonds, (iv) the report may be relied upon by any rating agency or bond insurer that shall have rated or insured or that will rate or insure the Defeased Bonds, and (v) the report may be relied upon by the Escrow Agent for the Defeased Bonds.

* * * * *

The scope of our engagement is deemed by the addressees hereto to be sufficient to assist such parties in evaluating the mathematical accuracy of the various computations cited above. The sufficiency of this scope is solely the responsibility of the specified users of this report and should not be taken to supplant any additional inquiries or procedures that the users would undertake in their consideration of the transaction described herein. We make no representation regarding the sufficiency of the scope of this engagement. This report should not be used by any party who does not agree to the scope set forth herein and who does not take responsibility for the sufficiency and appropriateness of such scope for their purposes.

We have no obligation to update this report because of events, circumstances, or transactions occurring subsequent to the date of this report.

Very truly yours,

Causy Dwyer + Moore P.C.

EXHIBIT A

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

ESCROW ACCOUNT CASH FLOW
FOR THE DEFEASED 2009 BONDS
AS OF FEBRUARY 26, 2019

<u>Date</u>	<u>Cash Receipt From the 2009 Security (Exhibit A-1)</u>	<u>Cash Disbursement From Escrow (Exhibit A-3)</u>	<u>Cash Balance</u>
Beginning Balance:			\$0.91
01-Jul-19	\$2,913,624.09	\$2,913,625.00	0.00
	<u>\$2,913,624.09</u>	<u>\$2,913,625.00</u>	

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

CASH RECEIPT FROM THE 2009 SECURITY
AS OF FEBRUARY 26, 2019

	\$2,889,381.00	
	2.450000%	Total
Payment	SLGS (1)	Cash
Date	01-Jul-19	Receipt
01-Jul-19	\$2,913,624.09	\$2,913,624.09
	\$2,913,624.09	\$2,913,624.09

(1) U.S. Treasury Certificate of Indebtedness
(State and Local Government Series).

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

DESCRIPTION OF THE 2009 SECURITY
AS OF FEBRUARY 26, 2019

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	26-Feb-19	01-Jul-19	\$2,889,381.00	2.450%	100.000000%	\$2,889,381.00
			<u>\$2,889,381.00</u>			<u>\$2,889,381.00</u>

PIMA COUNTY, ARIZONA
 PARTIAL DEFEASANCE OF THE
 SEWER REVENUE BONDS, SERIES 2009 AND
 SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
 FOR THE DEFEASED 2009 BONDS
 AS OF FEBRUARY 26, 2019

Payment Date	Rate	Payment For			Total
		Maturing Principal	Principal Redeemed	Interest	
01-Jul-19	3.750%	\$1,395,000.00	\$1,465,000.00	\$53,625.00	\$2,913,625.00
		\$1,395,000.00	\$1,465,000.00	\$53,625.00	\$2,913,625.00

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2009 BONDS
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY
AS OF FEBRUARY 26, 2019

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment
		Principal	Interest	
01-Jul-19	3.750%	\$1,395,000.00	\$53,625.00	\$1,448,625.00
01-Jan-20			27,468.75	27,468.75
01-Jul-20	3.750%	1,465,000.00	27,468.75	1,492,468.75
		<u>\$2,860,000.00</u>	<u>\$108,562.50</u>	<u>\$2,968,562.50</u>

EXHIBIT B

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

ESCROW ACCOUNT CASH FLOW
FOR THE DEFEASED 2010 BONDS
AS OF FEBRUARY 26, 2019

<u>Date</u>	<u>Cash Receipts From the 2010 Securities (Exhibit B-1)</u>	<u>Cash Disbursements From Escrow (Exhibit B-3)</u>	<u>Cash Balance</u>
Beginning Balance:			\$0.23
01-Jul-19	\$225,000.47	\$225,000.00	0.70
01-Jan-20	224,999.64	225,000.00	0.34
01-Jul-20	9,224,999.66	9,225,000.00	0.00
	<u>\$9,674,999.77</u>	<u>\$9,675,000.00</u>	

**PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

**CASH RECEIPTS FROM THE 2010 SECURITIES
AS OF FEBRUARY 26, 2019**

	\$144,514.00	\$107,891.00	\$9,110,211.00	
	2.450000%	2.540000%	2.520000%	Total
Payment	SLGS (1)	SLGS (1)	SLGS (2)	Cash
Date	01-Jul-19	01-Jan-20	01-Jul-20	Receipts
01-Jul-19	\$145,726.53		\$79,273.94	\$225,000.47
01-Jan-20		\$110,210.98	114,788.66	224,999.64
01-Jul-20			9,224,999.66	9,224,999.66
	<u>\$145,726.53</u>	<u>\$110,210.98</u>	<u>\$9,419,062.26</u>	<u>\$9,674,999.77</u>

- (1) U.S. Treasury Certificate of Indebtedness (State and Local Government Series).
(2) U.S. Treasury Note or Bond (State and Local Government Series).

PIMA COUNTY, ARIZONA
 PARTIAL DEFEASANCE OF THE
 SEWER REVENUE BONDS, SERIES 2009 AND
 SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

DESCRIPTION OF THE 2010 SECURITIES
 AS OF FEBRUARY 26, 2019

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	26-Feb-19	01-Jul-19	\$144,514.00	2.450%	100.000000%	\$144,514.00
SLGS	26-Feb-19	01-Jan-20	107,891.00	2.540%	100.000000%	107,891.00
SLGS	26-Feb-19	01-Jul-20	9,110,211.00	2.520%	100.000000%	9,110,211.00
			<u>\$9,362,616.00</u>			<u>\$9,362,616.00</u>

PIMA COUNTY, ARIZONA
 PARTIAL DEFEASANCE OF THE
 SEWER REVENUE BONDS, SERIES 2009 AND
 SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
 FOR THE DEFEASED 2010 BONDS
 AS OF FEBRUARY 26, 2019

Payment Date	Rate	Payment For		
		Maturing Principal	Interest	Total
01-Jul-19			\$225,000.00	\$225,000.00
01-Jan-20			225,000.00	225,000.00
01-Jul-20	5.000%	\$9,000,000.00	225,000.00	9,225,000.00
		\$9,000,000.00	\$675,000.00	\$9,675,000.00

EXHIBIT C

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

YIELD ON THE 2009 SECURITY
AS OF FEBRUARY 26, 2019

Date	Total Cash Receipt From the 2009 Security (Exhibit A)	Present Value at February 26, 2019 Using a Semi-Annually Compounded Yield of 2.42090%
01-Jul-19	\$2,913,624.09	\$2,889,381.00
	<u>\$2,913,624.09</u>	<u>\$2,889,381.00</u>
Total Cost of the 2009 Security		<u>\$2,889,381.00</u>

EXHIBIT D

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

YIELD ON THE 2010 SECURITIES
AS OF FEBRUARY 26, 2019

Date	Total Cash Receipts From the 2010 Securities (Exhibit B)	Present Value at February 26, 2019 Using a Semi-Annually Compounded Yield of 2.51730%
01-Jul-19	\$225,000.47	\$223,054.57
01-Jan-20	224,999.64	220,281.18
01-Jul-20	9,224,999.66	8,919,280.25
	<u>\$9,674,999.77</u>	<u>\$9,362,616.00</u>

Total Cost of the 2010 Securities \$9,362,616.00

EXHIBIT E

PIMA COUNTY, ARIZONA
PARTIAL DEFEASANCE OF THE
SEWER REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010

ESTIMATED SOURCES AND USES OF FUNDS
AS OF FEBRUARY 26, 2019

Sources of Funds:

Cash Contribution	\$12,287,748.14
Total Sources of Funds	<u>\$12,287,748.14</u>

Uses of Funds:

Beginning Escrow Account Cash Balance for the:	
Defeased 2009 Bonds	\$0.91
Defeased 2010 Bonds	0.23
Cost of the 2009 Security	2,889,381.00
Cost of the 2010 Securities	9,362,616.00
Issuance Costs	35,750.00
Total Uses of Funds	<u>\$12,287,748.14</u>

**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS, SERIES 2009
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010
CASH DEFEASANCE**

GENERAL CERTIFICATE OF THE COUNTY

The undersigned, Chairman (the “Chairman”) and Clerk (the “Clerk”) of the Board of Supervisors of Pima County, Arizona (the “County”), acting for and on behalf of the County, do hereby certify as follows with respect to the cash defeasance of a portion of (a) the County’s Sewer Revenue Bonds, Series 2009 (the “Sewer Revenue Bonds”) and (b) the County’s Sewer System Revenue Obligations, Series 2010 (the “Sewer System Revenue Obligations”):

1. They are the duly elected or appointed, qualified and acting Chairman and Clerk, respectively, of the Board of Supervisors of the County and, as such, are familiar with the matters set forth below and the books, records and proceedings of the County.

2. A regular meeting of the Board of Supervisors of the County was duly called, noticed and held on March 20, 2018, in accordance with the laws of the State of Arizona. A copy of the notice and agenda for the meeting is attached hereto as Exhibit A.

3. The persons named below were on March 20, 2018 and are on the date hereof, the duly elected, qualified and acting members and incumbents of the office of the County set opposite their respective names:

<u>Name</u>	<u>Office</u>
Richard Elías	Chairman and Supervisor
Ramón Valadez	Supervisor
Ally Miller	Supervisor
Sharon Bronson	Supervisor
Steve Christy	Supervisor

4. The County is a political subdivision duly organized and validly existing under the Constitution and laws of the State of Arizona and had, and has, full legal right, power and authority to adopt Resolution No. 2018-16 on March 20, 2018 (the “Bond Resolution”) and to execute and deliver (a) the Depository Trust Agreement (Sewer Revenue Bonds, Series 2009), dated as of the date hereof (the “Sewer Revenue Bond Depository Trust Agreement”), between the County and The Bank of New York Mellon Trust Company, N.A. (the “Depository Trustee”), and (b) the Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of the date hereof (the “Sewer System Revenue Obligation Depository Trust Agreement” and, together with the Sewer Revenue Bond Depository Trust Agreement, the “Depository Trust Agreements”), between the County and the Depository Trustee, and to authorize and to carry out the transactions contemplated by the Bond Resolution and the Depository Trust Agreements; and the Depository Trust Agreements have each been duly authorized, executed and delivered by the County and is intended to be a legal, valid and binding special obligation of the County enforceable against the County in accordance with its terms and has not been amended, modified or repealed in any respect subsequent to its adoption or execution and delivery, as applicable, and is in full force and effect on the date hereof.

5. The undersigned Chairman is an Authorized Officer (as defined in the Depository Trust Agreements).

Dated: February 26, 2019

PIMA COUNTY, ARIZONA

By: 
Chairman, Board of Supervisors

By: 
Julie Castañeda
Clerk, Board of Supervisors

[Signature page of General Certificate of the County]

EXHIBIT A

Notice and Agenda for March 20, 2018 Meeting of the Pima County Board of Supervisors



Pima County

Meeting Agenda

Board of Supervisors

MEETING LOCATION
Administration Bldg - East
130 W. Congress Street
1st Floor
Tucson, AZ 85701

Tuesday, March 20, 2018

9:00 AM

Board of Supervisors' Hearing Room

PIMA COUNTY BOARD OF SUPERVISORS

Richard Elías, Chairman, District 5
Ramón Valadez, Vice Chair, District 2
Sharon Bronson, Acting Chair, District 3
Ally Miller, Member, District 1
Steve Christy, Member, District 4

AGENDA/ADDENDUM AND BROADCAST INFORMATION

At least 24 hours before each scheduled meeting, the agenda/addendum is available online at www.pima.gov and in the Clerk of the Board's Office, 130 W. Congress St., 5th Fl., Tucson, AZ 85701, Mon-Fri, 8am to 5pm.
Cable Channels: Comcast 96 and Cox 96 Webcast: www.pima.gov

PUBLIC PARTICIPATION SPEAKERS ARE LIMITED TO 3 MINUTES

To address the Board of Supervisors, please complete a Speaker's Card available in the Hearing Room. Clearly print your name/address, the agenda/addendum item number and other requested information. Speaker Cards are required for each item of interest including Call to the Public. On items not noticed as a hearing, speakers should submit a Speaker Card for Call to the Public. Place the completed Speaker Card(s) in the labeled baskets located on the dais. When the Chairman announces your name, step forward to the podium and state your name and affiliation (if applicable) for the record.

The Chairman reserves the right to ensure all testimony is pertinent or non-repetitive so the matter will be handled fairly and expeditiously, and that all speakers abide by rules of civility. Any questions pertaining to the meeting can be directed to Julie Castañeda, Clerk of the Board.

HEARING ROOM NOTICE

Law permits that a video and/or audio recording of all or part of this meeting may be made if doing so does not interfere with the conduct of the meeting. Pima County has no control over the use and distribution of any such recordings. In addition to the official meeting proceedings, these recordings may include images of and comments made by the public prior to the start, during a recess and after adjournment of the meeting, and may be posted on social media or other internet sites.

ACCESSIBILITY

The Board Hearing Room is wheelchair and handicapped accessible. Any person who is in need of special services (e.g., assistive listening device, Braille or large print agenda material, signer for hearing impaired, accessible parking, etc.) due to any disability will be accommodated. Please contact the Clerk of the Board at (520) 724-8449 for these services at least three (3) business days prior to the Board Meeting.

Clerk's Note: Members of the Pima County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

1. ROLL CALL

2. INVOCATION

To be offered by Pastor Joan E. Wiggins, Mount Calvary Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE

4. PAUSE 4 PAWS

PRESENTATION/PROCLAMATION

- 5.** Presentation of a proclamation to Susan Kinkade, Banner University Medical Center, proclaiming the day of Saturday, March 31, 2018 to be: "STOP THE BLEED DAY"

Attachments: [PROC_StoptheBleedDay](#)

6. CALL TO THE PUBLIC

Attachments: [CalltothePublic 3-20-18](#)

EXECUTIVE SESSION

(Clerk's Note: As of the posting date of 3/14/18, no executive session item has been placed on the regular agenda. However, this is subject to any addendum. Pursuant to A.R.S. §38-431.03(A)(3) the Board of Supervisors, or the Board sitting as other boards, may vote to go into executive session for the purpose of obtaining legal advice from its counsel with respect to any item listed on this agenda or any addendum thereto.)

7. APPROVAL OF CONSENT CALENDAR

COUNTY ADMINISTRATOR

- 8. Colossal Cave Cooperative Management, Operation and Development Agreement for the Operation of Show Cave and Other Facilities**

Staff recommends waiving Section 13.3.2 of the agreement for this year only and to direct the operator to allocate the cost of the audit directly to improvements at the Colossal Cave Mountain Park. The operator will be required to provide a reviewed financial statement for the period.

Attachments: [CA_ColossalCave](#)

ASSESSOR

9. UNFINISHED BUSINESS (2/20/18)
Contract
Helm, Livesay & Worthington, Ltd., Amendment No. 2, to provide legal advice and representation and extend contract term to 2/16/19, General Fund, contract amount \$50,000.00 (CT-AS-15-356)
Attachments: CT-AS-15-356
CT-AS-15-356 District4Submittal

DEVELOPMENT SERVICES

10. **Final Plat With Assurances**
P17FP00013, Santa Rita Ranch III, Lots 276-330 and Common Areas "A" (Open Space), "B" (Natural Open Space) and "C" (Open Space & Mitigation). (District 4)
Attachments: DSD P17FP00013SantaRitaRanchIII
11. **Final Plat With Assurances**
P16FP00013, La Cholla Station, Lots 1-35, Block 1 and Common Areas "A" (Drainage and Landscape), Common Area "B" (N.O.S.) and Common Area "C" (Private Streets and Public Sewer). (District 1)
Attachments: DSD P16FP00013LaChollaStation

FACILITIES MANAGEMENT

12. (Clerk's Note: This item is contingent upon approval of Agenda Item Nos. 13 and 17.)
Contract
Metropolitan Tucson Convention & Visitors Bureau, d.b.a. Visit Tucson, to provide a lease agreement for property located at 115 N. Church Avenue, contract amount \$5,373,117.00/15 year term revenue (CTN-FM-18-123)
Attachments: CTN-FM-18-123
FM CAMemorandum
13. (Clerk's Note: This item is contingent upon approval of Agenda Item Nos. 12 and 17.)
Contract
The Arizona Board of Regents, University of Arizona, to provide a lease agreement for property located at 115 N. Church Avenue, contract amount \$6,450,039.00/15 year term revenue (CTN-FM-18-124)
Attachments: CTN-FM-18-124
FM CAMemorandum

FINANCE AND RISK MANAGEMENT

14. **Outstanding Sewer Revenue Bonds and Obligations**
RESOLUTION NO. 2018 - 16, of the Board of Supervisors, authorizing the prepayment or redemption of certain outstanding sewer revenue bonds and obligations with County funds; authorizing the appointment of depository trustees and the execution of Depository Trust Agreements and other necessary agreements, instruments and documents in connection with the prepayment or redemption of such bonds or obligations; and authorizing other actions and matters in connection therewith.
Attachments: FN_ResoOutstandingSewerRevenueBondsandObligations
FN_CAMemorandum 3-15-18
15. **Tucson January 8th Memorial Foundation Donation and Naming Agreement - Shirley Estes**
Staff recommends acceptance of a \$100,000.00 donation and naming agreement by Shirley Estes for the Tucson January 8th Memorial Foundation.
Attachments: FN_Donation-ShirleyEstes
16. **Tucson January 8th Memorial Foundation Donation and Naming Agreement - Margaret E. Mooney Foundation**
Staff recommends acceptance of a \$100,000.00 donation and naming agreement by the Margaret E. Mooney Foundation for the Tucson January 8th Memorial Foundation.
Attachments: FN_Donation-MargaretEMooneyFoundation

PROCUREMENT

17. (Clerk's Note: This item is contingent upon approval of Agenda Item Nos. 12 and 13.)
Contract
Kittle Design and Construction, L.L.C., to provide for the Pima County Historic Courthouse Interior Tenant Improvement Project (XOCH02), Capital Non-Bond Projects Fund, contract amount \$7,350,696.00 (CT-FM-18-276) Facilities Management
Attachments: CT-FM-18-276
PO_CAMemorandum

***** HEARINGS *******FRANCHISE/LICENSE/PERMIT**

18. **Hearing - Liquor License**
09100063, Kim Kenneth Kwiatkowski, Circle K Store No. 3493, 4600 W. Valencia Road, Tucson, Series 9, Liquor Store, Location Transfer.
Attachments: [FLP_LLCircleKStore3493](#)
19. (Clerk's Note: See Sheriff's Report.)
Hearing - Agent Change/Acquisition of Control/Restructure
10103731, Alice Soto, Los Acres Grocery, 4141 W. Tetakusim Road, Tucson, Acquisition of Control.
Attachments: [FLP_ACLosAcresGrocery](#)

DEVELOPMENT SERVICES

20. **Hearing - Rezoning**
P17RZ00009, VANDER-HAYDEN, ET AL. - S. SAN JOAQUIN AVENUE REZONING
Request of Gerald and Kristi Vander-Hayden, representing Debra Gowin and Shelly Gowin, for a rezoning of approximately 2.17 acres from the SH (Suburban Homestead) zone to the CMH-1 (County Manufactured and Mobile Home-1) zone, on property located on the east side of S. San Joaquin Avenue, approximately 800 feet south of W. Irvington Road and approximately 150 feet north of W. Nebraska Street. The proposed rezoning conforms to the Pima County Comprehensive Plan which designates the property for Low Intensity Urban 3.0. On motion, the Planning and Zoning Commission voted 7-0 (Commissioners Bain and Tronsdal were absent) to recommend **APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS**. Staff recommends **APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS**. (District 5)
Attachments: [DSD_P17RZ00009](#)
21. **Hearing - Rezoning**
P17RZ00010, HAYMORE - W. SUNKIST ROAD REZONING
Request of David and Barbara Haymore for a rezoning of approximately 2.90 acres from the SR (Suburban Ranch) zone to the SR-2 (Suburban Ranch Estate) zone, on property located approximately 336 feet south of W. Sunkist Drive and approximately 2,840 feet east of N. La Cholla Boulevard and approximately 2,000 feet west of N. La Canada Drive. The proposed rezoning conforms to the Pima County Comprehensive Plan which designates the property for Low Intensity Urban 0.3. On motion, the

Planning and Zoning Commission voted 5-2 (Commissioners Gungle and Membrila voted Nay; Commissioners Bain and Tronsdal were absent) to recommend **APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS**. Staff recommends **APPROVAL SUBJECT TO STANDARD AND SPECIAL CONDITIONS**. (District 1)

Attachments: [DSD P17RZ00010](#)

[DSD P17RZ00010CommentLetters 3-16-18](#)

[DSD DSDMemorandum 3-19-18](#)

[DSD DSDMemorandumCorrected 3-19-18](#)

22. ADJOURNMENT

**POSTED: Levels A & B, 1st & 5th Floors, Pima County Administration Bldg.
Pima County Homepage: www.pima.gov**

DATE/TIME POSTED: 3/14/18 @ 3:00 p.m.

DATE/TIME REPOSTED (additional attachments only): 3/15/18 @ 3:15 p.m.

DATE/TIME REPOSTED (additional attachments only): 3/16/18 @ 1:00 p.m.

DATE/TIME REPOSTED (additional attachments only): 3/16/18 @ 5:00 p.m.

DATE/TIME REPOSTED (additional attachments only): 3/19/18 @ 12:30 p.m.

**DATE/TIME REPOSTED (combined Agenda/Addendum and additional attachments):
3/19/18 @ 5:00 p.m.**

DATE/TIME REPOSTED (additional attachments only): 3/20/18 @ 2:00 p.m.

ADDENDUM 1**BOARD OF SUPERVISORS SITTING AS OTHER BOARDS****FLOOD CONTROL DISTRICT BOARD**

- 1. Program for Public Information**
RESOLUTION NO. 2018 - FC¹, of the Pima County Flood Control District Board of Directors approving the first annual update of the program for public information as part of the National Flood Insurance Program's community rating system.
Attachments: FC_ResoProgramforPublicInformation

SITTING AS THE BOARD OF SUPERVISORS**FINANCE AND RISK MANAGEMENT**

- 2. (Clerk's Note: The following item may present a conflict of interest for Supervisor Miller.)**
Tucson January 8th Memorial Foundation Donation and Naming Agreement - The Raytheon Company
Staff recommends acceptance of a \$250,000.00 donation and naming agreement by the Raytheon Company for the Tucson January 8th Memorial Foundation.
Attachments: FN_Donation-RaytheonCompany

GRANT APPLICATION/ACCEPTANCE

- 3. Acceptance - Community Services, Employment and Training**
City of Tucson, to provide for the Continuum of Care - ECHO Supportive Housing Program, HUD Fund, \$101,129.00/\$25,282.25 General Fund match (GTAW 18-66)
Attachments: GR_GTAW 18-66

POSTED: Levels A & B, 1st & 5th Floors, Pima County Administration Bldg.

Pima County Homepage: www.pima.gov

DATE/TIME POSTED: 3/16/18 @ 11:00 a.m.

**CONSENT
CALENDAR
MARCH 20, 2018**

CONSENT CALENDAR, MARCH 20, 2018

CONTRACT AND AWARD

Community Services, Employment and Training

- 1. Joint Technical Education District (JTED), to provide for the JTED Student Internship Program, no cost (CTN-CS-18-122)
Attachments: CTN-CS-18-122

Natural Resources, Parks and Recreation

- 2. Tucson Audubon Society, Amendment No. 3, to provide for a nature shop at Roy P. Drachman - Agua Caliente Park and extend contract term to 4/30/19, no cost (CTN-PR-15-136)
Attachments: CTN-PR-15-136

Procurement

- 3. **Award**
Award: Multiple Master Agreements for automotive truck and off road tires. Master Agreements are for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) and includes four (4) one-year renewal options. Funding Source: Fleet Internal Services Fund. Administering Department: Fleet Services.

Group A: Automotive Passenger Tires/Master Agreement No./Award Amount

Purcell Tire & Rubber Company, d.b.a. Purcell Western States Tires (Primary)/MA-PO-18-260/\$224,800.00
American Tire Distributors (Secondary)/MA-PO-18-264/\$56,200.00

Group B: Light Trucks/SUV Tires/Master Agreement No./Award Amount

Bridgestone Americas, Inc., d.b.a. Bridgestone Americas Tire Operations, L.L.C., d.b.a. GRC Tire Service (Primary)/MA-PO-18-261/\$200,000.00
Purcell Tire & Rubber Company, d.b.a. Purcell Western States Tires (Secondary)/MA-PO-18-260/\$50,000.00

Group C: Medium/Heavy Truck Tires/Master Agreement No./Award Amount

Best Drive, L.L.C. (Primary)/MA-PO-18-262/\$125,600.00
Purcell Tire & Rubber Company, d.b.a. Purcell Western States Tires (Secondary)/MA-PO-18-260/\$31,400.00

Group D: Off Road and Heavy Equipment Truck Tires/Master Agreement No./Award Amount

Purcell Tire & Rubber Company, d.b.a. Purcell Western States Tires (Primary)/MA-PO-18-260/\$50,400.00
American Tire Distributors (Secondary)/MA-PO-18-264/\$12,600.00

Group E: Farm/Turf/Golf Carts/Trailer Tires/Master Agreement No./Award Amount

American Tire Distributors (Primary)/MA-PO-18-264/\$63,200.00

Redburn Tire Company (Secondary)/MA-PO-18-263/\$15,800.00

Group F: Tubes and Wheels/Master Agreement No./Award Amount

Redburn Tire Company (Primary)/MA-PO-18-263/\$900.00

American Tire Distributors (Secondary)/MA-PO-18-264/\$400.00

Attachments: PO AwardMA-PO-18-260 18-264

4.

Award

Amendment of Award: Master Agreement No. MA-PO-15-256, Amendment No. 1, Minnesota Life Insurance Co., d.b.a. Minnesota Life, to provide for Group Term Life and AD&D Insurance Benefits. This amendment increases options available to employees, extends the termination date to 6/30/23 with locked rates and increases the award amount by \$15,000,000.00 for a cumulative not-to-exceed contract amount of \$22,513,212.00. Funding Source: Pima County Health Benefits Trust and Employee Contributions Funds. Administering Department: Human Resources.

Attachments: PO AwardMA-PO-15-256

5.

Award

Amendment of Award: Master Agreement No. MA-PO-17-84, Portable Computer Systems, Inc. and Mobile Concepts Technology, L.L.C., to provide for Panasonic computer equipment, peripherals and services. This revision is for a one-time increase in the amount of \$1,250,000.00 for a cumulative contract amount of \$1,516,100.00 and an increase to the annual award amount from \$250,000.00 to \$700,000.00 effective with renewal date 10/18/18. Funding Source: Internal Service Fund (ISF). Administering Department: Information Technology.

Attachments: PO AwardMA-PO-17-84**GRANT APPLICATION/ACCEPTANCE**

6.

Acceptance - Health

Arizona Department of Health Services, Amendment No. 2, to provide for the Health Start Program, extend grant term to 6/30/19 and amend grant language, no cost (GTAM 18-32)

Attachments: GR GTAM 18-32

7.

Acceptance - Sheriff

Executive Office of the President, Office of National Drug Control Policy, to provide for the High Intensity Drug Trafficking Areas (HIDTA) Program, \$363,463.00/\$64,000.00 General Fund match estimate (GTAW 18-65)

Attachments: GR GTAW 18-65

BOARD, COMMISSION AND/OR COMMITTEE

8. **Public Art and Community Design Committee**
Appointment of Lucia Lagarda, to fill a vacancy created by Ann Keuper. No term expiration. (District 2)
Attachments: [BCC_PublicArtCommunityDesignCommitteeAppt](#)
9. **Parks and Recreation Commission**
Reappointment of Enrique Serna. Term expiration: 1/31/24. (District 2)
Attachments: [BCC_ParksRecreationCommissionReappt](#)
10. **Community Law Enforcement Partnership Commission**
Appointment of Laura Conover. No term expiration. (District 3)
Attachments: [BCC_CommunityLawEnforcementPartnershipCommissionAppt](#)

**SPECIAL EVENT LIQUOR LICENSE/TEMPORARY EXTENSION OF PREMISES/
PATIO PERMIT/WINE FAIR/WINE FESTIVAL APPROVED PURSUANT TO
RESOLUTION NO. 2016-62**

11. **Special Event**
- William Dean Woodruff, Corpus Christi Catholic Church, 300 N. Tanque Verde Loop Road, Tucson, March 16, 2018.
 - Jeffrey Peter Schneider, Knights of Columbus Council 8077, St. Elizabeth Ann Seton Church, 8650 N. Shannon Road, Tucson, March 17, 2018.
 - Stacy Elaine Taormina Gopp, Juvenile Diabetes Research Foundation (JDRF), La Encantada, 2905 E. Skyline Drive, Tucson, March 23, 2018.
 - Andrew Heideman, Rotary Club of Green Valley, Arizona, West Center, Green Valley Recreation Center, Inc., 1111 S. GVR Drive, Green Valley, March 25, 2018.
 - Thomas Tucker Tilton, Tucson Sunrise Rotary Foundation, Inc., Green Things, 3235 E. Allen Road, Tucson, May 4, 2018.
 - Ted Schaefer, Pantano Tucson Rotary Foundation, Girl Scouts Hacienda Program Center, 3101 N. Sabino Canyon Road, Tucson, May 12, 2018.

FINANCE AND RISK MANAGEMENT

12. **Duplicate Warrants - For Ratification**
Service Link Holdings, L.L.C. \$1,817.83; Nancy Tepper \$14.57; Joel Feinman \$18.00; Holly Schaffer \$50.95; Sara Torres \$10.00; US Foods, Inc. \$4,728.18; Christopher Holguin \$147.00.
Attachments: [FN_DuplicateWarrants](#)

RATIFY AND/OR APPROVE

13. Minutes: February 6 and 20, 2018

Attachments: [CL_02-06-18DraftMinutes](#)

[CL_02-20-18DraftMinutes](#)

**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS, SERIES 2009
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010
CASH DEFEASANCE**

CERTIFICATE AND RECEIPT OF DEPOSITORY TRUSTEE

The undersigned duly qualified and acting officer of The Bank of New York Mellon Trust Company, N.A. (the “Depository Trustee”), in its capacity (a) as depository trustee under the Depository Trust Agreement (Sewer Revenue Bonds, Series 2009), dated as of February 1, 2019 (the “Sewer Revenue Bond Depository Trust Agreement”), by and between Pima County, Arizona (the “County”) and the Depository Trustee, relating to the defeasance of \$2,860,000 aggregate principal amount of Sewer Revenue Bonds, Series 2009, maturing in the years and in the amounts set forth on Exhibit A of the Sewer Revenue Bond Depository Trust Agreement, and (b) as depository trustee under the Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of February 1, 2019 (the “Sewer System Revenue Obligation Depository Trust Agreement”), by and between Pima County, Arizona (the “County”) and the Depository Trustee, relating to the defeasance of \$9,000,000 aggregate principal amount of Sewer System Revenue Obligations, Series 2010, maturing in the years and in the amounts set forth on Exhibit A of the Sewer System Revenue Obligations Depository Trust Agreement, hereby certifies as follows:

1. The officer signing below is duly authorized to execute documents on behalf of the Depository Trustee.

2. The Depository Trustee is a national banking association duly organized and validly existing under the laws of the United States of America and is duly qualified to engage in trust business in Arizona. Attached hereto as Exhibit A is true, correct and complete of the bylaws of the Depository Trustee, together with the signing authority resolution of the Depository Trustee adopted pursuant thereto demonstrating the authority of the Depository Trustee and the authority of the undersigned to act on behalf of the Depository Trustee. Said bylaws and resolution were in effect on the date that such officer acted and remain in full force and effect on the date hereof.

3. The Depository Trustee has all necessary power and authority to enter into and carry out its obligations as depository trustee under the Sewer Revenue Bond Depository Trust Agreement and the Sewer System Revenue Obligation Depository Trust Agreement, and has duly authorized, executed and delivered each of such agreements.

4. The Depository Trustee has received \$2,925,131.91 from the County with respect to the Sewer Revenue Bond Depository Trust Agreement and has applied such monies as directed in the Sewer Revenue Bond Depository Trust Agreement to (a) deposit \$35,750.00 in the Expense Account, (b) purchase the Government Obligations, and (c) establish an initial cash balance of \$0.91 (all as defined in the Sewer Revenue Bond Depository Trust Agreement).

5. The Depository Trustee has received \$9,362,616.23 from the County with respect to the Sewer System Revenue Obligation Depository Trust Agreement and has applied such monies as directed in the Sewer System Revenue Obligation Depository Trust Agreement to (a) purchase the Defeasance Obligations, and (b) establish an initial cash balance of \$0.23 (all as defined in the Sewer System Revenue Obligation Depository Trust Agreement).

[Remainder of page intentionally left blank.]

DATED: February 26, 2019

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Depository
Trustee

By:  _____
Its: Vice President

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

I, the undersigned, Susan K. Maroni, Assistant Secretary of The Bank of New York Mellon Trust Company, National Association, a national banking association organized under the laws of the United States (the "Association") and located in the State of California, DO HEREBY CERTIFY that the following individuals are duly appointed and qualified Officers of the Association:

<u>Officer</u>	<u>Title</u>	<u>Signing Authority</u>
Patricia A. Barbarino	Vice President	A, J, N
Watson T. Barger	Vice President	A, J, N
Rhonda J. Brannon	Vice President	A, J, N
Rosalyn Y. Davis	Vice President	A, J, N
Catherine Duffy	Vice President	A, J, N
Letha Glover	Vice President	A, J, N
Rebecca A. Newman	Vice President	A, J, N
James J. Prichard	Vice President	A, J, N
Stuart E. Statham	Vice President	A, J, N

I further certify that as of this date they have been authorized to sign on behalf of the Association in discharging or performing their duties in accordance with the limited signing powers provided under Article V, Section 5.3 of the By-Laws of the Association and the paragraphs indicated above of the signing authority resolution of the Board of Directors of the Association.

Attached hereto are true and correct copies of excerpts of the By-laws of the Association, as amended through January 18, 2018, and the signing authority resolution, which has not been amended or revised since October 15, 2009, both of which are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The Bank of New York Mellon Trust Company, National Association this 25th day of September 2018.


Susan K. Maroni, Assistant Secretary

Extracts from By-Laws
of
The Bank of New York Mellon Trust Company, N.A.
As Amended through January 18, 2018

ARTICLE V
SIGNING AUTHORITIES

Section 5.1 Real Property. Real property owned by the Association in its own right shall not be deeded, conveyed, mortgaged, assigned or transferred except when duly authorized by a resolution of the Board. The Board may from time-to-time authorize officers to deed, convey, mortgage, assign or transfer real property owned by the Association in its own right with such maximum values as the Board may fix in its authorizing resolution.

Section 5.2. Senior Signing Powers. Subject to the exception provided in Section 5.1, the President and any Executive Vice President is authorized to accept, endorse, execute or sign any document, instrument or paper in the name of, or on behalf of, the Association in all transactions arising out of, or in connection with, the normal course of the Association's business or in any fiduciary, representative or agency capacity and, when required, to affix the seal of the Association thereto. In such instances as in the judgment of the President, or any Executive Vice President may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer to have the powers set forth in this section applicable only to the performance or discharge of the duties of such officer within his or her particular division or function. Any officer of the Association authorized in or pursuant to Section 5.3 to have any of the powers set forth therein, other than the officer signing pursuant to this Section 5.2, is authorized to attest to the seal of the Association on any documents requiring such seal.

Section 5.3. Limited Signing Powers. Subject to the exception provided in Section 5.1, in such instances as in the judgment of the President or any Executive Vice President, may be proper and desirable, any one of said officers may authorize in writing from time-to-time any other officer, employee or individual to have the limited signing powers or limited power to affix the seal of the Association to specified classes of documents set forth in a resolution of the Board applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function.

Section 5.4. Powers of Attorney. All powers of attorney on behalf of the Association shall be executed by any officer of the Association jointly with the President, any Executive Vice President, or any Managing Director, provided that the execution by such Managing Director of said Power of Attorney shall be applicable only to the performance or discharge of the duties of said officer within his or her particular division or function. Any such power of attorney may, however, be executed by any officer or officers or person or persons who may be specifically authorized to execute the same by the Board of Directors.

Section 5.5. Auditor. The Auditor or any officer designated by the Auditor is authorized to certify in the name of, or on behalf of the Association, in its own right or in a fiduciary or representative capacity, as to the accuracy and completeness of any account, schedule of assets, or other document, instrument or paper requiring such certification.

SIGNING AUTHORITY RESOLUTION

Pursuant to Article V, Section 5.3 of the By-Laws Adopted October 15, 2009

RESOLVED that, pursuant to Section 5.3 of the By-Laws of the Association, authority be, and hereby is, granted to the President or any Executive Vice President, in such instances as in the judgment of any one of said officers may be proper and desirable, to authorize in writing from time-to-time any other officer, employee or individual to have the limited signing authority set forth in any one or more of the following paragraphs applicable only to the performance or discharge of the duties of such officer, employee or individual within his or her division or function:

(A) All signing authority set forth in paragraphs (B) through (I) below except Level C which must be specifically designated.

(B1) Individuals authorized to accept, endorse, execute or sign any bill receivable; certification; contract, document or other instrument evidencing, embodying a commitment with respect to, or reflecting the terms or conditions of, a loan or an extension of credit by the Association; note; and document, instrument or paper of any type, including stock and bond powers, required for purchasing, selling, transferring, exchanging or otherwise disposing of or dealing in foreign currency, derivatives or any form of securities, including options and futures thereon; in each case in transactions arising out of, or in connection with, the normal course of the Association's business.

(B2) Individuals authorized to endorse, execute or sign any certification; disclosure notice required by law; document, instrument or paper of any type required for judicial, regulatory or administrative proceedings or filings; and legal opinions.

(C1) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000 with single authorization for all transactions.

(C2) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in excess of \$500,000,000*.

(C3) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$500,000,000.

(C4) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount in excess of \$100,000,000 but not to exceed \$500,000,000*.

(C5) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt;

certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$100,000,000.

(C6) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$10,000,000.

(C7) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000,000.

(C8) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$1,000,000.

(C9) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$250,000.

(C10) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$50,000.

(C11) Authority to accept, endorse, execute or sign or effect the issuance of any cashiers, certified or other official check; draft; order for payment of money; check certification; receipt; certificate of deposit; money transfer wire; and internal transfers resulting in a change of beneficial ownership; in each case, in an amount up to \$5,000.

*Dual authorization is required by any combination of senior officer and/or Sector Head approved designee for non-exempt transactions. Single authorization required for exempt transactions.

(D1) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$1,000,000.

(D2) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$250,000.

(D3) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$50,000.

(D4) Authority to accept, endorse, execute or sign any contract obligating the Association for the payment of money or the provision of services in an amount up to \$5,000.

(E) Authority to accept, endorse, execute or sign any guarantee of signature to assignments of stocks, bonds or other instruments; certification required for transfers and deliveries of stocks, bonds or other instruments; and document, instrument or paper of any type required in connection with any Individual Retirement Account or Keogh Plan or similar plan.

(F) Authority to accept, endorse, execute or sign any certificate of authentication as bond, unit investment trust or debenture trustee and on behalf of the Association as registrar and transfer agent.

(G) Authority to accept, endorse, execute or sign any bankers acceptance; letter of credit; and bill of lading.

(H) Authority to accept, endorse, execute or sign any document, instrument or paper of any type required in connection with the ownership, management or transfer of real or personal property held by the Association in trust or in connection with any transaction with respect to which the Association is acting in any fiduciary, representative or agency capacity, including the acceptance of such fiduciary, representative or agency account.

(I1) Authority to effect the external movement of free delivery of securities and internal transfers resulting in changes of beneficial ownership.

(I2) Authority to effect the movement of securities versus payment at market or contract value.

(J) Authority to either sign on behalf of the Association or to affix the seal of the Association to any of the following classes of documents: Trust Indentures, Escrow Agreements, Pooling and Servicing Agreements, Collateral Agency Agreements, Custody Agreements, Trustee's Deeds, Executor's Deeds, Personal Representative's Deeds, Other Real Estate Deeds for property not owned by the Association in its own right, Corporate Resolutions, Mortgage Satisfactions, Mortgage Assignments, Trust Agreements, Loan Agreements, Trust and Estate Accountings, Probate Petitions, responsive pleadings in litigated matters and Petitions in Probate Court with respect to Accountings, Contracts for providing customers with Association products or services.

(N) Individuals authorized to accept, endorse, execute or sign internal transactions only, (i.e., general ledger tickets); does not include the authority to authorize external money movements, internal money movements or internal free deliveries that result in changes of beneficial ownership.

(P1) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in excess of \$10,000,000.

(P2) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000,000.

(P3) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000,000.

(P4) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$1,000,000.

(P5) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$250,000.

(P6) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$100,000.

(P7) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$50,000.

(P8) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$25,000.

(P9) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$10,000.

(P10) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$5,000.

(P11) Authority to approve the payment of valid expenses as incurred to meet the obligations of the Association, excluding salary and other employee directed benefit payments; in each case, in an amount up to \$3,000.

RESOLVED, that any signing authority granted pursuant to this resolution may be rescinded by the President or any Executive Vice President and such signing authority shall terminate without the necessity of any further action when the person having such authority leaves the employ of the Association.

February 26, 2019

To: Pima County, Arizona
The Bank Of New York Mellon Trust Company, N.A.

We have served as bond counsel to our client Pima County, Arizona (the “County”) in connection with providing on this date for the payment of a portion of the County’s Sewer Revenue Bonds, Series 2009, maturing on July 1, 2019 and July 1, 2020 (collectively, the “Bonds”). Providing for the payment of the Bonds is referred to herein as the “Defeasance.” Capitalized terms not otherwise defined in this letter are used as defined in the Sewer Revenue Bond Depository Trust Agreement (Sewer Revenue Bonds, Series 2009), dated as of February 1, 2019 between the County and the Bank of New York Mellon Trust Company, N.A. (the “Depository Trust Agreement”).

In our capacity as bond counsel, we have examined: the Depository Trust Agreement, the verification report provided by Causey, Demgen & Moore P.C. (the “Verification Report”), and such other proceedings, documents, matters and law as we deem necessary to render the opinions set forth in this letter.

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

1. Upon the deposit of monies and investments described in the Depository Trust Agreement and the Verification Report with the Depository Trustee in accordance with the provisions of the Depository Trust Agreement, the Bonds will no longer be deemed to be Outstanding within the meaning of the Senior Resolution, and the Bonds will be entitled to payment only from the moneys and investments held by the Depository Trustee.
2. The Defeasance will not, by itself, adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

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

47 Offices in 20 Countries

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those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the County.

The opinion stated above regarding treatment of interest on the Bonds for federal income tax purposes is limited to the legal effect of the Defeasance. We delivered our opinion letter as bond counsel to the County dated May 6, 2009 (the "Bond Opinion"), in connection with the original issuance of the Bonds. The Bond Opinion speaks only as of its date and this letter is not a confirmation or renewal of the Bond Opinion as of any more recent date. We have not for purposes of this letter examined any of the matters of law or fact upon which the legal opinions expressed in the Bond Opinion were based. We have not for purposes of this letter obtained, verified or reviewed any information concerning any event, other than the Defeasance, that might have occurred subsequent to the original issuance of the Bonds and that might have adversely affected the exclusion from gross income of interest on the Bonds for federal income tax purposes. Accordingly, except as expressly stated above, we express no opinion as to any matters concerning the status of the interest on the Bonds under the Internal Revenue Code of 1986, as amended, including specifically whether the interest on the Bonds is excluded from gross income for federal income tax purposes.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Squine Patton Rogers (US) LLT". The signature is written in a cursive, slightly slanted style.

February 26, 2019

To: Pima County, Arizona
The Bank Of New York Mellon Trust Company, N.A.

We have served as bond counsel to our client Pima County, Arizona (the “County”) in connection with providing on this date for the payment of a portion of the County’s Sewer System Revenue Obligations, Series 2010, maturing on July 1, 2020 (collectively, the “Obligations”). Providing for the payment of the Obligations is referred to herein as the “Defeasance.” Capitalized terms not otherwise defined in this letter are used as defined in the Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of February 1, 2019 between the County and the Bank of New York Mellon Trust Company, N.A. (the “Depository Trust Agreement”).

In our capacity as bond counsel, we have examined: the Depository Trust Agreement, the verification report provided by Causey Demgen & Moore P.C. (the “Verification Report”), and such other proceedings, documents, matters and law as we deem necessary to render the opinions set forth in this letter.

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

1. Upon the deposit of monies and investments described in the Depository Trust Agreement and the Verification Report with the Depository Trustee in accordance with the provisions of the Depository Trust Agreement, the Obligations will no longer be deemed to be Outstanding within the meaning of the Series 2010 Obligation Indenture, and the Obligations will be entitled to payment only from the moneys and investments held by the Depository Trustee.
2. The Defeasance will not, by itself, adversely affect the exclusion from gross income of interest on the Obligations for federal income tax purposes.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and

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documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the County.

The opinion stated above regarding treatment of interest on the Obligations for federal income tax purposes is limited to the legal effect of the Defeasance. Greenberg Traurig, LLP delivered its opinion letter as bond counsel to the County dated June 17, 2010 (the "Bond Opinion"), in connection with the original issuance of the Obligations. The Bond Opinion speaks only as of its date and this letter is not a confirmation or renewal of the Bond Opinion as of any more recent date. We have not for purposes of this letter examined any of the matters of law or fact upon which the legal opinions expressed in the Bond Opinion were based. We have not for purposes of this letter obtained, verified or reviewed any information concerning any event, other than the Defeasance, that might have occurred subsequent to the original issuance of the Obligations and that might have adversely affected the exclusion from gross income of interest on the Obligations for federal income tax purposes. Accordingly, except as expressly stated above, we express no opinion as to any matters concerning the status of the interest on the Obligations under the Internal Revenue Code of 1986, as amended, including specifically whether the interest on the Obligations is excluded from gross income for federal income tax purposes.

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

Respectfully submitted,

Handwritten signature in blue ink that reads "Squire Patton Boggs (US) LLP".

MATERIAL EVENT NOTICE

DEFEASANCE OF THE FOLLOWING BONDS

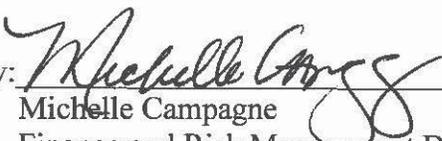
**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS
SERIES 2009**

<u>Maturity Dates Being Defeased</u>	<u>Principal Balances Being Defeased</u>	<u>CUSIP (721876)</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 2019	\$1,395,000	PJ3	N/A	N/A
July 1, 2020	1,465,000	PK0	07/01/19	100%

NOTICE IS HEREBY GIVEN pursuant to the Continuing Disclosure Undertaking, dated May 6, 2009, as executed by Pima County, Arizona, in connection with the issuance of the above-captioned Series 2009 Sewer Revenue Bonds (the "Defeased Bonds"), that on February 26, 2019, the Defeased Bonds have been defeased in advance of their stated maturity dates by the irrevocable deposit of funds and securities with The Bank of New York Mellon Trust Company, N.A., as Depository Trustee, in an amount sufficient, together with investment income, to provide for the payment of principal of and interest on the Defeased Bonds as it becomes due until their respective maturity or redemption dates listed above.

The date of this Notice is February 26, 2019.

PIMA COUNTY, ARIZONA

By: 
Michelle Campagne
Finance and Risk Management Director

MATERIAL EVENT NOTICE

DEFEASANCE OF THE FOLLOWING OBLIGATIONS

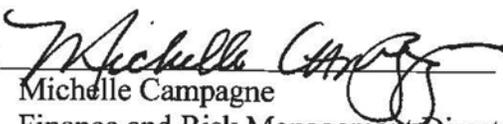
**PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS
SERIES 2010**

<u>Maturity Dates Being Defeased</u>	<u>Principal Balances Being Defeased</u>	<u>CUSIP (721876)</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 2020	\$9,000,000	QH6	N/A	N/A

NOTICE IS HEREBY GIVEN pursuant to the Continuing Disclosure Undertaking, dated June 17, 2010, as executed by Pima County, Arizona, in connection with the issuance of the above-captioned Sewer System Revenue Obligations, Series 2010 (the "Defeased Obligations"), that on February 26, 2019, \$9,000,000 principal amount of the Defeased Obligations have been defeased in advance of their stated maturity dates by the irrevocable deposit of funds and securities with The Bank of New York Mellon Trust Company, N.A., as Depository Trustee, in an amount sufficient, together with investment income, to provide for the payment of principal of and interest on the Defeased Obligations as it becomes due until their respective maturity or redemption dates listed above.

The date of this Notice is February 26, 2019.

PIMA COUNTY, ARIZONA

By: 
Michelle Campagne
Finance and Risk Management Director

NOTICE OF FULL REDEMPTION TO THE HOLDERS OF

**Pima County, Arizona
Sewer Revenue Bonds Series 2009**

NOTICE IS HEREBY GIVEN that, there have been called for full redemption on July 1, 2019 all outstanding Bonds of the above captioned bonds, totaling \$1,465,000.00 in principal amount, plus premium, if any, as listed below:

<u>Maturity</u>	<u>Amount Called</u>	<u>Rate</u>	<u>Redemption Price</u>	<u>*CUSIP Number</u>
07/01/2020	\$1,465,000.00	3.75%	100.00%	721876PK0

Since the Bond is held under the book entry system, payment will be made directly to the registered holder.

Pima County, Arizona
By: The Bank of New York Mellon Trust Company, N.A.
as Trustee Agent
Bondholder Communications: 800-254-2826



Dated: June 1, 2019

IMPORTANT TAX NOTICE

Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**Note: The Issuer and Trustee/Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

Notice #:2019070187372



FINAL

SETTLEMENT, DELIVERY & CLOSING PROCEDURES

**PIMA COUNTY, ARIZONA
SEWER REVENUE BONDS, SERIES 2009 and SEWER REVENUE OBLIGATIONS, SERIES 2010**

PREPAYMENT AND DEFEASANCE

DEFEASANCE DATE: February 26, 2019

**MATURITY DATES,
PRINCIPAL AMOUNTS
OF BONDS BEING
DEFEASED:** See Exhibit A.

PARTICIPANTS: See Exhibit B.

**SETTLEMENT
INSTRUCTIONS:** (A) On the day of closing, **Pima County Treasurer's Office** (the "County Treasurer") will wire transfer **\$12,287,748.14** to the depository trustee, **The Bank of New York Mellon Trust Company, N.A.**, (the "Depository Trustee") as follows:

The Bank of New York Mellon
ABA# 021000018
Account# 5207218400
Ref: PIMA CO Sewer 2019 Expense
Attn: Saul Ramirez (512) 236-6518

(B) The funds received by the Depository Trustee in (A) above will be applied as follows:

- (1) **\$2,889,381.91** will be deposited to the **Trust Account #5207208400** and used to fund an initial cash deposit of **\$0.91** and purchase Escrow Securities (as described in Exhibit C) to provide for the Sewer System Revenue Bonds, Series 2009 being defeased (the "2009 Bonds Being Defeased") (see Exhibit A);
- (2) **\$9,362,616.23** will be deposited to the **Trust Account #5207228400** and used to fund an initial cash deposit of **\$0.23** and purchase Escrow Securities (as described in Exhibit C) to provide for the Sewer System Revenue Obligations, Series 2010 being defeased (the "2010 Obligations Being Defeased") (see Exhibit A); and
- (3) **\$35,750.00** will be deposited to the **Expense Account #5207218400** and used to pay costs associated with the defeasance.

PIMA COUNTY, ARIZONA
PREPAYMENT AND DEFEASANCE

2009 Bonds Being Defeased

Maturity Dates of Series 2009 Bonds Being Defeased	Outstanding Principal Amount	Principal Amount Prepaid	Redemption Date
07/01/2019	\$1,395,000	\$1,395,000	N/A
07/01/2020	1,465,000	1,465,000	07/01/2019
Total	\$2,860,000	\$2,860,000	

2010 Obligations Being Defeased
--

Maturity Dates of Series 2010 Obligations Being Defeased	Outstanding Principal Amount	Principal Amount Prepaid	Redemption Date
07/01/2020	\$15,230,000	\$9,000,000	N/A
Total	\$15,230,000	\$9,000,000	

**PIMACOUNTY, ARIZONA
SEWER SYSTEM REVENUE BONDS, SERIES 2009 AND
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

Prepayment and Defeasance

DISTRIBUTION LIST

PIMA COUNTY

Finance and Risk Management Department
130 West Congress, 6th Floor
Tucson, AZ 85701
Fax: (520) 770-4173

Michelle Campagne
Director
(520) 724-8410
michelle.campagne@pima.gov

Meridith Litton
Deputy Director
(520) 724-8517
meridith.litton@pima.gov

Michele Milensky
Division Manager
(520) 724-8352
michele.milensky@pima.gov

County Attorney's Office
32 N. Stone Avenue
Tucson, Arizona 85701

Regina Nassen
(520) 724-5411
regina.nassen@pcao.pima.gov

PIMA COUNTY TREASURER

Pima County Treasurer's Office
240 N Stone Ave.
Tucson, AZ 85701
Fax: (520) 724-4809

Honorable Beth Ford
County Treasurer
(520) 724-8341
beth.ford@pima.gov

Chuo Holliday
(520) 724-8828
chuo.holliday@pima.gov

Bin Luo
(520) 724-8824
bin.luo@pima.gov

SQUIRE PATTON BOGGS (US) LLP

1 E. Washington Street, Suite 2700
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2398 East Camelback Road, Suite 700
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Fax: (602) 381-5380

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kurt.freund@rbccm.com

Kathryn Pong
(602) 381-5359
kathryn.pong@rbccm.com

Matthew Senger
(602) 381-5342
matthew.senger@rbccm.com

Kathy Salcido
(602) 381-5371
kathy.salcido@rbccm.com

DEPOSITORY TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
601 Travis Street
Houston, TX 77002

Letha Glover, Transaction Manager
(713) 483-6561
letha.glover@bnymellon.com
**Document review/executes final documents*

Saul E Ramirez, Client Service Manager
(512) 236-6518
saul.e.ramirez@bnymellon.com
**Day-to-day contact & ongoing administration
subsequent to closing*

400 S Hope Street, Suite 500
Los Angeles, CA 90071

Stuart Weiss
Business Development
(213) 553-9510
stuart.weiss@bnymellon.com

PIMACOUNTY, ARIZONA

Prepayment and Defeasance

Escrow Securities for the 2009 Bonds Being Defeased *
--

Purchase Date	Type of Securities	Maturity Date	First Interest Payment Date	Par Amount	Rate	Max Rate
02/26/2019	SLGS Certificate	07/01/2019	07/01/2019	\$2,889,381	2.450%	2.450%

Escrow Securities for the 2010 Obligations Being Defeased **

Purchase Date	Type of Securities	Maturity Date	First Interest Payment Date	Par Amount	Rate	Max Rate
02/26/2019	SLGS Certificate	07/01/2019	07/01/2019	\$144,514	2.450%	2.450%
02/26/2019	SLGS Certificate	01/01/2020	01/01/2020	107,891	2.540%	2.540%
02/26/2019	SLGS Certificate	07/01/2020	07/01/2019	9,110,211	2.520%	2.520%
				<u>\$9,362,616</u>		

* Does not include \$0.91 held as initial cash deposit.

** Does not include \$0.23 held as initial cash deposit.



DEPARTMENT OF THE TREASURY

BUREAU OF THE FISCAL SERVICE

PARKERSBURG, WV 26106-0396

SUBSCRIPTION CONFIRMATION

State and Local Government Series Securities

Treasury Case Number:	201900286
Program Type:	Time Deposit
Issue Amount:	\$2,889,381.00
Issue Date:	02/26/2019
Owner Name:	Pima County, Arizona
TIN:	86-6000543
Rate Table Date:	02/12/2019
Status:	Complete
Confirmation Date:	02/12/2019
Confirmation Time:	01:07 PM EST

Subscription for Purchase and Issue - Time Deposit

Treasury Case Number **Status**
Issue Date 02/26/2019 **Issue Amount** \$2,889,381.00
Rate Table Date 02/12/2019

Taxpayer Identification Number 86-6000543
Underlying Bond Issue Pima County, Arizona Sewer System Revenue Bonds, Series 2009
Owner Name Pima County, Arizona
Address Line 1 130 W. Congress
Line 2 6th Floor
Line 3
City Tucson
State AZ
Zip Code 85701-1317
Contact Name Michelle Campagne
Telephone 520-724-8410
Fax 520-770-4173
E-mail

ABA Routing Number 021000018
Bank Reference Number
Bank Name The Bank of New York Mellon Trust Company, N.A.
Address Line 1 601 Travis Street
Line 2 16th Floor
Line 3
City Houston
State TX
Zip Code 77002
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

ABA Routing Number 021000018
Bank Name The Bank of New York Mellon Trust Company, N.A.
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

ABA Routing Number 021000018
Bank Name The Bank of New York Mellon Trust Company NA

ABA Routing Number 021000018
Account Name 5207208400
Account Number 8900101474
 Checking

Address 601 Travis Street
Line 1
Line 2 16th Floor
Line 3
City Houston
State TX
Zip Code 77002
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

Account Type

ABA/TIN 021000018
Organization Name The Bank of New York Mellon
Address Line 1 2001 Bryan Street
Line 2
Line 3
City Dallas
State TX
Zip Code 75201
Contact Name Altrice Briscoe
Telephone 214-468-5544
Fax 214-468-6016
E-mail altrice.briscoe@bnymellon.com

<u>ABA/TIN</u>	<u>Organization Name</u>
----------------	--------------------------

<u>Security Number</u>	<u>Security Type</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>First Interest Payment Date</u>	<u>Security Description</u>
1	C of I	\$2,889,381.00	2.450000000%	07/01/2019		

By pressing the "Submit to Treasury" button, you agree to comply with the terms and conditions in 31 CFR Part 344 and are certifying that:

- > If you are an agent, you are acting under the issuer's specific authorization.
- If the issuer is purchasing a SLGS security with any amount received from the sale or redemption (at the option of the holder) before maturity of any marketable security, the yield on such SLGS security does not exceed the yield at which such marketable security was sold or redeemed.
- > If the issuer is purchasing a SLGS security with any amount received from the redemption before maturity of a Time Deposit security (other than a zero interest Time Deposit security), the yield on the SLGS security being purchased does not exceed the yield that was used to determine the amount of redemption proceeds for such redeemed Time Deposit security.

Rate Table Applied



DEPARTMENT OF THE TREASURY

BUREAU OF THE FISCAL SERVICE

PARKERSBURG, WV 26106-0396

SUBSCRIPTION CONFIRMATION

State and Local Government Series Securities

Treasury Case Number:	201900287
Program Type:	Time Deposit
Issue Amount:	\$9,362,616.00
Issue Date:	02/26/2019
Owner Name:	Pima County, Arizona
TIN:	86-6000543
Rate Table Date:	02/12/2019
Status:	Complete
Confirmation Date:	02/12/2019
Confirmation Time:	01:18 PM EST

Subscription for Purchase and Issue - Time Deposit

Treasury Case Number **Status**
Issue Date 02/26/2019 **Issue Amount** \$9,362,616.00
Rate Table Date 02/12/2019

Taxpayer Identification Number 86-6000543
Underlying Bond Issue Pima County, Arizona Sewer System Revenue Bonds, Series 2010
Owner Name Pima County, Arizona
Address Line 1 130 W. Congress
Line 2 6th Floor
Line 3
City Tucson
State AZ
Zip Code 85701-1317
Contact Name Michelle Campagne
Telephone 520-724-8410
Fax 520-770-4173
E-mail

ABA Routing Number 021000018
Bank Reference Number
Bank Name The Bank of New York Mellon Trust Company, N.A.
Address Line 1 601 Travis Street
Line 2 16th Floor
Line 3
City Houston
State TX
Zip Code 77002
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

ABA Routing Number 021000018
Bank Name The Bank of New York Mellon Trust Company, N.A.
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

ABA Routing Number	021000018	ABA Routing Number	021000018
Bank Name	The Bank of New York Mellon Trust Company NA	Account Name	5207228400
Address Line 1	601 Travis Street	Account Number	8900101474
		Account Type	Checking

Line 2 16th Floor
Line 3
City Houston
State TX
Zip Code 77002
Contact Name Saul Ramirez
Telephone 512-236-6518
Fax
E-mail saul.e.ramirez@bnymellon.com

ABA/TIN 021000018
Organization Name The Bank of New York Mellon
Address Line 1 2001 Bryan Street
Line 2
Line 3
City Dallas
State TX
Zip Code 75201
Contact Name Altrice Briscoe
Telephone 214-468-5544
Fax 214-468-6016
E-mail altrice.briscoe@bnymellon.com

<u>ABA/TIN</u>	<u>Organization Name</u>
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<u>Security Number</u>	<u>Security Type</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>First Interest Payment Date</u>	<u>Security Description</u>
1	C of I	\$144,514.00	2.450000000%	07/01/2019		
2	C of I	\$107,891.00	2.540000000%	01/01/2020		
3	Note	\$9,110,211.00	2.520000000%	07/01/2020	07/01/2019	

By pressing the "Submit to Treasury" button, you agree to comply with the terms and conditions in 31 CFR Part 344 and are certifying that:

- > If you are an agent, you are acting under the issuer's specific authorization.
 If the issuer is purchasing a SLGS security with any amount received from the sale or redemption (at the option of the holder) before maturity of any marketable security, the yield on such SLGS security does not exceed the yield at which such marketable security was sold or redeemed.
- > If the issuer is purchasing a SLGS security with any amount received from the redemption before maturity of a Time Deposit security (other than a zero interest Time Deposit security), the yield on the SLGS security being purchased does not exceed the yield that was used to determine the amount of redemption proceeds for such redeemed Time Deposit security.

Rate Table Applied