

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

Closing: November 7, 2019



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

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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:

- | | |
|---|-----|
| Series 2010 Obligation Indenture, dated as of June 1, 2010, between the County and the Trustee | 1. |
| Certified copy of Resolution No. 2018-16 (the "Resolution"), adopted by the Board on March 20, 2018 | 2. |
| Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of November 1, 2019, between the County and the Depository Trustee | 3. |
| Report of Robert Thomas CPA, LLC, dated November 7, 2019, regarding the sufficiency of the Depository Trusts and the yield on the Escrowed Obligations and the Defeasance Obligations | 4. |
| General Certificate of the County | 5. |
| Certificate and Receipt of Trustee and Depository Trustee | 6. |
| Opinion of Bond Counsel Re: Payment and Defeasance | 7. |
| Notice of Defeasance as Posted on EMMA [post-closing item] | 8. |
| Closing Memorandum, with Debt Retirement Schedules | 9. |
| Confirmation for United States Treasury Securities | 10. |

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

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.

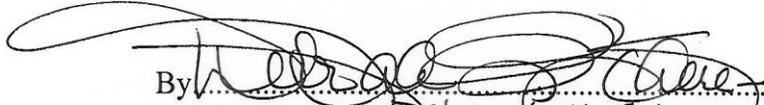
(b) To the extent that this Indenture confers upon or gives or grants to the Series 2010 Insurer any right, remedy or claim under or by reason of this Indenture, the Series 2010 Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy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

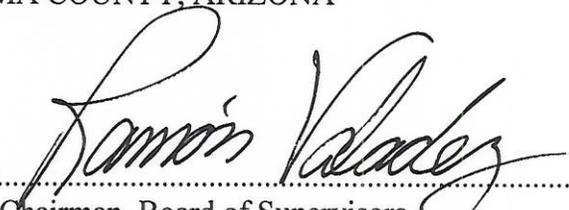
[Signature page follows]

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.

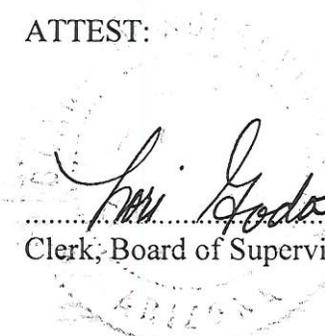
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

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 ____
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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.

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.

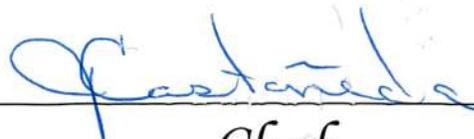
I further certify that the attached resolution entitled

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 4th day of November, 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.

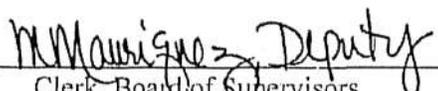
3. All actions of the officers, agents and employees of the County which are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

[Remainder of page left blank intentionally]

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of Pima County,
Arizona, on March 20, 2018.

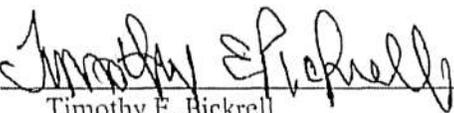
By: 
Chairman, Board of Supervisors

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 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 November 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 November 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”),

W I T N E S S E T H:

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 to redeem on July 1, 2020 the Escrowed Obligations maturing on July 1, 2021; 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.

“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 November 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.

“Expense Account” means the account so named created pursuant to Section 12 hereof.

“Report” means the written verification report addressed to the Depository Trustee by Robert Thomas CPA, LLC, 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; 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 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 \$8,479,772.25. The Depository Trustee shall deposit \$29,750.00 of such moneys in the Expense Account described in Section 12 hereof. The Depository Trustee agrees to hold the remaining amount of the deposit, plus \$11,214,253.00 transferred from the Debt Service Reserve Account (as defined in the Series 2010 Obligation Indenture) for the Series 2010 Obligations 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 \$0.25, 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; Notices of Defeasance and Redemption.

(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, 2021 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 defeasance to each registered owner of a Escrowed Obligation in accordance with the Series 2010 Obligation Indenture, such mailing to take place on the date of creation of the Trust Account and to mail notices of redemption to each registered owner of a Escrowed Obligation in accordance with the Series 2010 Obligation Indenture.

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, 2020, 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. Expense Account. The Depository Trustee is hereby authorized and directed to pay solely from the \$29,750.00 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 December 31, 2019 shall be transferred into the Interest Account under the Series 2010 Obligation Indenture. 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 Section 15 hereof.

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 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 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, 16th 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 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. 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 2010)]

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 2010)]

**EXHIBIT A
TO
DEPOSITORY TRUST AGREEMENT
(SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010)**

Escrowed Obligations

Sewer System Revenue Obligations, Series 2010

Maturity Date (July 1)	Outstanding Principal Amount	Interest Rate	Principal Amount Defeased	Redemption Date	Redemption Price
2020	\$ 1,365,000	4.00%	\$ 1,365,000	N/A	N/A
2020	6,320,000	5.00	6,320,000	N/A	N/A
2021	11,250,000	5.00	11,250,000	07/01/2020	100%

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 - Certificates	01/01/2020	\$ 465,368	1.69%	\$ 465,368.00
SLGS - Certificates	07/01/2020	19,198,907	1.63	19,198,907.00

Exhibit B

**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</u>	<u>Interest</u>	<u>Premium</u>	<u>Total</u>
01/01/2020		\$466,550.00	-0-	\$ 466,550.00
07/01/2020	\$18,935,000.00	466,550.00	-0-	<u>19,401,550.00</u>
				<u>\$19,868,100.00</u>

SCHEDULE I

Costs and Expenses

<u>Payee</u>	<u>Amount</u>
Squire Patton Boggs (US) LLP	\$15,000.00
RBC Capital Markets	12,000.00
Robert Thomas CPA, LLC	1,500.00
Depository Trustee	<u>1,250.00</u>
TOTAL:	<u>\$29,750.00</u>



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

Verification Report
November 7, 2019

PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010 CASH DEFEASANCE

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for the Defeased Bonds

Appendix I SLGS Subscription View Forms



INDEPENDENT ACCOUNTANT'S VERIFICATION REPORT

November 7, 2019

Pima County, Arizona ("County")
Tucson, Arizona

RBC Capital Markets, LLC ("Municipal Advisor")
Phoenix, Arizona

Squire Patton Boggs (US) LLP ("Bond Counsel")
Phoenix, Arizona

The Bank of New York Mellon
Trust Company, N.A. ("Escrow Agent")
Houston, Texas

Pursuant to the request of the Municipal Advisor, on behalf of the County, we have performed certain procedures, as discussed below, in connection with the County's proposed defeasance of a portion of the outstanding \$165,000,000 Sewer System Revenue Obligations, Series 2010, dated June 17, 2010 (the "2010 Bonds").

Funds provided by the County will be used to establish a cash deposit and to acquire certain United States Treasury Securities – State and Local Government Series (the "SLGS" or "Escrowed Securities") to defease a portion of the 2010 Bonds (the "Defeased Bonds") as listed below.

Issue	Original Principal Amount	Principal Defeased	Maturity Dates	Call Date	Call Price
<i>Sewer System Revenue Obligations, Series 2010</i>	\$165,000,000	\$18,935,000	Serial bonds maturing 7/1/2020 and 7/1/2021	July 1, 2020	100.00

The procedures, as summarized below, were performed solely to assist the addressees of this report in evaluating the mathematical accuracy of certain schedules prepared by the Municipal Advisor which indicate that:

- there will be sufficient funds available in an escrow account (the "Escrow Fund"), to be established on November 7, 2019, to pay the payments of principal and interest related to the Defeased Bonds (the "Escrow Requirements"), assuming the Defeased Bonds maturing on July 1, 2020 will be paid on their originally scheduled maturity date, and the Defeased Bonds, in the aggregate principal amount of \$11,250,000, maturing July 1, 2021, will be called and redeemed on July 1, 2020 at 100 percent of the principal amount thereof plus accrued interest; and

- the yield on the Escrowed Securities is less than the yield on the 2010 Bonds.

The procedures we performed are summarized below:

1. We independently calculated the Escrow Requirements related to the Defeased Bonds using information from the Official Statement (the "Prior Bond Documents"), compared the Escrow Requirements to the Municipal Advisor's schedules, and found the Escrow Requirements to be in agreement. We assume the Prior Bond Documents to be accurate and have relied solely on the documents named in this paragraph to calculate Escrow Requirements.
2. We independently calculated the future cash receipts from the Escrowed Securities and compared the future cash receipts to the Municipal Advisor's schedules. We found the future cash receipts to be in agreement.
3. Using the results of our independent calculations described in procedures 1 and 2 and assuming the cash deposit to the Escrow Fund of \$0.25 on November 7, 2019, we prepared an Escrow Fund cash flow schedule (attached hereto as Exhibit B). The resulting cash flow schedule indicates that there will be sufficient funds available in the Escrow Fund to pay the Escrow Requirements on a timely basis.
4. We compared pertinent terms of the Defeased Bonds (i.e., debt service payment dates, maturity amounts, interest rates, and optional redemption provisions), as summarized herein, to the information from the Prior Bond Documents; we found the terms to be in agreement.
5. We compared the interest rates for the SLGS on the final SLGS Subscription View Forms (provided by the Escrow Agent and attached to this report) to the Department of the Treasury Bureau of the Fiscal Service SLGS tables for use on October 29, 2019, and found the interest rates on the final SLGS Subscription View Forms to be less than or equal to the applicable maximum allowable interest rates for use on October 29, 2019.
6. We compared the terms (i.e., the principal amount, interest rate, first interest payment date, issue date and maturity date) of the SLGS to be acquired on November 7, 2019, as summarized herein, to the final SLGS subscription forms; we found the terms to be in agreement.
7. We independently calculated the yield on the Escrowed Securities, assuming a settlement date of November 7, 2019. The term "yield," as used herein, means that yield which, when used in computing the present value of all payments of principal and interest on an obligation, compounded semi-annually, using a 30/360-day year basis, produces an amount equal to the purchase price of the Escrowed Securities.

The result of our yield calculation, which is listed below, was compared to the yield calculation provided by the Municipal Advisor; we found the yield to be in agreement.

	<u>Yield</u>	<u>Exhibit</u>
• Yield on the Escrowed Securities	1.622288%	B-1
• Yield on the 2010 Bonds	3.9227%	*

* As shown on Form 8038-G provided by the Municipal Advisor.

Based on performing the aforementioned procedures, we have found that those schedules provided by the Municipal Advisor, when compared to those schedules prepared by us (attached hereto as Exhibits), are arithmetically accurate and reflect, based on the assumptions set forth herein, that:

- there will be sufficient funds available in the Escrow Fund to pay the Escrow Requirements on a timely basis; and
- the yield on the Escrowed Securities is less than the yield on the 2010 Bonds.

This engagement was performed in accordance with consulting service standards established by the American Institute of Certified Public Accountants (the "AICPA"). The sufficiency of these procedures is solely the responsibility of the specified users of the report. We make no representation regarding the sufficiency of the procedures summarized above, either for the purpose for which this report has been requested or for any other purpose.

The results of our independent calculations with respect to the proposed transactions are summarized in the accompanying exhibits. The original computations, along with related characteristics and assumptions contained herein, were provided by the Municipal Advisor on behalf of the County. We relied solely on this information and these assumptions and limited our work to performing those procedures set forth above.

This report is issued solely for the information of, and assistance to, the addressees of this report and is not to be quoted or referred to in any document, except for the required closing transaction documents. Additionally, this report should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Under the terms of our engagement, we have no obligation to update this report because of events or transactions occurring subsequent to the date of this report.



Overland Park, Kansas

PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010 CASH DEFEASANCE

SCHEDULE OF SOURCES AND USES OF FUNDS

November 7, 2019

SOURCES:

Cash contribution	<u><u>\$19,694,025.25</u></u>
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USES:

Purchase price of the SLGS	\$19,664,275.00
Beginning cash deposit to the Escrow Fund	0.25
Costs of defeasance	<u>29,750.00</u>
	<u><u>\$19,694,025.25</u></u>

PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010 CASH DEFEASANCE

ESCROW FUND CASH FLOW

Dates	Cash receipts from Escrowed Securities (Exhibit B-1)	Debt service payments on Defeased Bonds (Exhibit B-2)	Cash balance
Cash deposit on November 7, 2019			\$0.25
01-01-20	\$466,549.86	\$466,550.00	0.11
07-01-20	19,401,549.89	19,401,550.00	0.00
	\$19,868,099.75	\$19,868,100.00	

PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010 CASH DEFEASANCE

CASH RECEIPTS FROM AND YIELD ON THE ESCROWED SECURITIES

Receipt date	Certificate 01-01-20 \$465,368 1.6900%	Certificate 07-01-20 \$19,198,907 1.630%	Total Receipts	Present value on November 7, 2019 using a yield of 1.622288%
01-01-20	\$466,549.86		\$466,549.86	\$465,420.49
07-01-20		\$19,401,549.89	19,401,549.89	19,198,854.51
	<u>\$466,549.86</u>	<u>\$19,401,549.89</u>	<u>\$19,868,099.75</u>	<u>\$19,664,275.00</u>
Purchase price of the SLGS				<u>\$19,664,275.00</u>

The sum of the present values of the cash receipts from the SLGS on November 7, 2019, using a yield of 1.622288%, is equal to the purchase price of the SLGS.

PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010 CASH DEFEASANCE

DEBT SERVICE TO MATURITY AND ESCROW REQUIREMENTS
FOR THE DEFEASED BONDS

Remaining Scheduled Debt Service
Payments to Original Maturity Date
(For Reference Purposes Only)

Date	Interest		Interest		Debt service payments	Escrow Requirements
	Principal	rate	Principal	rate		
01-01-20					\$466,550.00	\$466,550.00
07-01-20	\$1,365,000	4.000%	\$6,320,000 *	5.000%	466,550.00	8,151,550.00
01-01-21					281,250.00	
07-01-21	11,250,000 *	5.000%			281,250.00	
	<u>\$12,615,000</u>		<u>\$6,320,000</u>		<u>\$1,495,600.00</u>	<u>\$20,430,600.00</u>
						<u>\$19,868,100.00</u>

(To Exhibit B)

* Represents the principal amount outstanding.

Appendix I

SLGS Subscription View Forms



DEPARTMENT OF THE TREASURY

BUREAU OF THE FISCAL SERVICE

PARKERSBURG, WV 26106-0396

SUBSCRIPTION CONFIRMATION

State and Local Government Series Securities

Treasury Case Number:	201901733
Program Type:	Time Deposit
Issue Amount:	\$19,664,275.00
Issue Date:	11/07/2019
Owner Name:	PIMA COUNTY ARIZONA SEWER SYSTEM REVENUE OBLIGATIONS SER 2010
TIN:	86-6000543
Rate Table Date:	10/29/2019
Status:	Complete
Confirmation Date:	10/29/2019
Confirmation Time:	04:09 PM EDT

Subscription for Purchase and Issue - Time Deposit

Treasury Case Number **Status**
Issue Date 11/07/2019 **Issue Amount** \$19,664,275.00
Rate Table Date 10/29/2019

Taxpayer Identification Number 86-6000543
Underlying Bond Issue PIMA COUNTY ARIZONA
Owner Name PIMA COUNTY ARIZONA SEWER SYSTEM REVENUE OBLIGATIONS SER 2010
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 820-770-4173
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 3503468400
Account Number 8900101474
 Checking

601 TRAVIS STREET

Address
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 St, 10 floor
Line 2
Line 3
City Dallas
State TX
Zip Code 75201
Contact Name Lauren Polk
Telephone 214-468-5004
Fax 214-468-6015
E-mail Lauren.polk@bnymellon.com

ABA/TIN	Organization Name
----------------	--------------------------

<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	\$465,368.00	1.690000000%	01/01/2020		
2	C of I	\$19,198,907.00	1.630000000%	07/01/2020		

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

**PIMA COUNTY, ARIZONA
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 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 the Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of November 1, 2019 (the “Depository Trust Agreement”), between the County and The Bank of New York Mellon Trust Company, N.A., and to authorize and to carry out the transactions contemplated by the Bond Resolution and the Depository Trust Agreement; and the Depository Trust Agreement has 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 Agreement).

Dated: November 7, 2019

PIMA COUNTY, ARIZONA

By: 
Chairman, Board of Supervisors

By: 
Julie Castañeda
Clerk, Board of Supervisors

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 SYSTEM REVENUE OBLIGATIONS, SERIES 2010
CASH DEFEASANCE**

CERTIFICATE AND RECEIPT OF TRUSTEE AND DEPOSITORY TRUSTEE

The undersigned duly qualified and acting officer of The Bank of New York Mellon Trust Company, N.A., in its capacity as depository trustee (the "Depository Trustee") under the Depository Trust Agreement (Sewer System Revenue Obligations, Series 2010), dated as of November 1, 2019 (the "Depository Trust Agreement"), by and between Pima County, Arizona (the "County") and the Depository Trustee, relating to the defeasance of \$18,935,000 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 Depository Trust Agreement, and as trustee (the "Trustee") under the Series 2010 Obligation Indenture, dated as of June 1, 2010 (the "Indenture"), by and between the County and the Trustee, 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 Depository Trust Agreement, and has duly authorized, executed and delivered such agreement.

4. The Depository Trustee has received \$8,479,772.25 from the County, together with \$11,214,253.00 held in the Debt Service Reserve Account established pursuant to the Indenture, with respect to the Depository Trust Agreement, and has applied such monies as directed therein to (a) deposit \$29,750.00 in the Expense Account, (b) purchase the Defeasance Obligations, and (c) establish an initial cash balance of \$0.25 (all as defined in the Depository Trust Agreement).

5. The principal and interest represented by the Series 2010 Obligations (as defined in the Indenture) and all other amounts due under the Indenture have been paid or provided for as provided in the Indenture.

6. Pursuant to the provisions of the Indenture, the Indenture and the Purchase Agreement (as defined in the Indenture) are hereby released, satisfied and discharged.

7. There is hereby assigned, released, conveyed and reconveyed to the County all interests in the Indenture and the Purchase Agreement assigned or granted by the County to the Trustee pursuant to any of said documents or otherwise; and any and all title and interest of the Trustee in, and the lien of the Indenture upon, the real property described therein is hereby released and terminated.

[Remainder of page intentionally left blank.]

DATED: November 7, 2019

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Depository
Trustee and 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
Rhonda J. Brannon	Vice President	A, J, N
Rosalyn Y. Davis	Vice President	A, J, N
Catherine Duffy	Vice President	A, J, N
Karen Franklin	Vice President	A, J, N
Letha Glover	Vice President	A, J, N
Rebecca A. Newman	Vice President	A, J, N
Nancy Packard	Vice President	A, J, N
James J. Prichard	Vice President	A, J, N
Nancy Storms	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 October 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.

November 7, 2019

To: Pima County, Arizona
The Bank Of New York Mellon Trust Company, N.A.
Assured Guaranty Municipal Corp.

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 and July 1, 2021 (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 November 1, 2019 (the "Depository Trust Agreement"), between the County and the Bank of New York Mellon Trust Company, N.A. (the "Depository Trustee").

In our capacity as bond counsel, we have examined: the Depository Trust Agreement, the verification report provided by Robert Thomas CPA, LLC (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. All conditions precedent to the satisfaction and discharge of the lien of the Series 2010 Obligation Indenture have been satisfied.
3. 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 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,

Squire Patton Boggs (US) LLP

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	\$1,365,000	PW4	N/A	N/A
July 1, 2020	\$6,320,000	TV2	N/A	N/A
July 1, 2021	\$11,250,000	TH3	07/01/20	100%

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 November 7, 2019, \$18,935,000 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 November 7, 2019.



Capital
Markets

FINAL

SETTLEMENT, DELIVERY & CLOSING PROCEDURES

**PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010
("2010 Obligations Being Defeased")**

DEFEASANCE

DEFEASANCE DATE: November 7, 2019

**MATURITY DATES,
PRINCIPAL AMOUNTS
OF OBLIGATIONS
BEING DEFEASED:** See Exhibit A.

PARTICIPANTS: See Exhibit B.

**SETTLEMENT
INSTRUCTIONS:** (A) On the day of closing, the following fund transfers will occur as follows:

- (1) **\$8,479,772.25** will be wire transferred by **Pima County Treasurer's Office** to **The Bank of New York Mellon Trust Company, N.A.**, as depository trustee (the "Depository Trustee"), as follows:

The Bank of New York Mellon
ABA# 021000018
Account# 3503478400
Ref: PIMA CO Sewer 2019 Expense
Attn: Saul Ramirez (512) 236-6518

- (2) **\$11,214,253.00** will be transferred from the Debt Service Reserve Account #6665628400 held by **The Bank of New York Mellon Trust Company, N.A.**, as trustee to the 2010 Obligations Being Defeased, to the Trust Account #3503468400 with the Depository Trustee.

(B) The funds received by the Depository Trustee in (A) above will be applied as follows:

- (1) **\$19,664,275.25** will be deposited to the **Trust Account #3503468400** and used to fund an initial cash deposit of **\$0.25** and purchase Escrow Securities (as described in Exhibit C) to provide for the 2010 Obligations Being Defeased; and

- (2) **\$29,750.00** will be deposited to the **Expense Account #3503478400** and used to pay costs associated with the defeasance.

**PIMA COUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

DEFEASANCE

2010 Obligations Being Defeased				
Maturity Dates of Series 2010 Obligations Being Defeased	Coupon	Outstanding Principal Amount	Principal Amount Prepaid	Redemption Date
07/01/2020	4.00%	\$1,365,000	\$1,365,000	N/A
07/01/2020	5.00%	6,320,000	6,320,000	N/A
07/01/2021	5.00%	11,250,000	11,250,000	07/01/2020
Total		\$18,935,000	\$18,935,000	

**PIMACOUNTY, ARIZONA
SEWER SYSTEM REVENUE OBLIGATIONS, SERIES 2010**

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
Phoenix, AZ 85004
Fax: (602) 253-8129

Timothy E. Pickrell
P: (602) 528-4031
C: (602) 617-9260
timothy.pickrell@squirepb.com

Pedro Miranda
(602) 528-4843
pedro.miranda@squirepb.com

Jennifer Cosper
(602) 528-4880
jennifer.cosper@squirepb.com

RBC CAPITAL MARKETS

2398 East Camelback Road, Suite 700
Phoenix, AZ 85016
Fax: (602) 381-5380

Kurt M. Freund
(602) 381-5365
kurt.freund@rbccm.com

Kathryn Pong
(602) 381-5359
kathryn.pong@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

Defeasance

Escrow Securities for the 2010 Obligations Being Defeased *

<u>Purchase Date</u>	<u>Type of Securities</u>	<u>Maturity Date</u>	<u>First Interest Payment Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Max Rate</u>
11/07/2019	SLGS Certificate	01/01/2020	01/01/2020	\$465,368	1.690%	1.690%
11/07/2019	SLGS Certificate	07/01/2020	07/01/2020	19,198,907	1.630%	1.630%
				<u>\$19,664,275</u>		

* Does not include \$0.25 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:	201901733
Program Type:	Time Deposit
Issue Amount:	\$19,664,275.00
Issue Date:	11/07/2019
Owner Name:	PIMA COUNTY ARIZONA SEWER SYSTEM REVENUE OBLIGATIONS SER 2010
TIN:	86-6000543
Rate Table Date:	10/29/2019
Status:	Complete
Confirmation Date:	10/29/2019
Confirmation Time:	04:09 PM EDT

Subscription for Purchase and Issue - Time Deposit

Treasury Case Number **Status**
Issue Date 11/07/2019 **Issue Amount** \$19,664,275.00
Rate Table Date 10/29/2019

Taxpayer Identification Number 86-6000543
Underlying Bond Issue PIMA COUNTY ARIZONA
Owner Name PIMA COUNTY ARIZONA SEWER SYSTEM REVENUE OBLIGATIONS SER 2010
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 820-770-4173
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 3503468400
Account Number 8900101474
 Checking

601 TRAVIS STREET

Address
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 St, 10 floor
Line 2
Line 3
City Dallas
State TX
Zip Code 75201
Contact Name Lauren Polk
Telephone 214-468-5004
Fax 214-468-6015
E-mail Lauren.polk@bnymellon.com

ABA/TIN	Organization Name
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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	\$465,368.00	1.690000000%	01/01/2020		
2	C of I	\$19,198,907.00	1.630000000%	07/01/2020		

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