

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
COUNTY OF MARICOPA**

DOCUMENT STANDARDS

(April 14, 1998)

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THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE

COUNTY OF MARICOPA

DOCUMENT STANDARDS

(April 14, 1998)

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA (the “Issuer”) is a conduit for the issuance of tax-exempt and taxable bonds. This document (the “Document Standards”) sets forth certain standards established by the Issuer for use by its Counsel in reviewing legal documents submitted for approval by the Issuer. The standards set forth below are not exhaustive and are in addition to those matters required in the Procedural Pamphlet and those which may be requested by the Issuer or its Counsel on a case-by-case basis as the facts and circumstances may require.

ARTICLE I

DEFINITIONS

For purposes of these Document Standards, unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified. Unless otherwise defined in these Document Standards, all terms used herein shall have the same meanings assigned to such terms in the Act or in the Procedural Pamphlet, as the case may be. The terms which are preceded by an asterisk are so marked to indicate the Issuer’s preference that such terms be included in each of the Indentures, Loan Agreements, or Guaranties entered into in connection with the issuance of the Bonds.

*“Act” means Arizona Revised Statutes Sections 35-701 *et seq.*, as amended.

“Administration Fee” means an annual fee calculated in the amount of 10 basis points on the outstanding principal amount of the Bonds to be collected semi-annually by the Trustee and paid to the Issuer in equal installments on each interest payment date.

“Affiliate” means any Person sharing common ownership, management, or control.

*“Applicant,” “Borrower,” or “User” means the Concern which seeks to have Bonds issued on its behalf to acquire, construct, improve, rehabilitate, or equip 1 or more Projects, [or to refund Prior Bonds the proceeds of which were loaned to the Concern to acquire, construct, improve, rehabilitate, or equip one or more Projects,] and its successors and assigns.

*“Arbitrage Rebate Consultant” means an accounting firm or a law firm or another person or firm with knowledge of or experience in advising bond trustees with respect to the provisions of Code Section 148(f). The Issuer will require that each Indenture specify the identity of the initial Arbitrage Rebate Consultant.

“Bond Counsel” means an attorney at law or a firm of attorneys acceptable to the Issuer, the Applicant, and the Trustee, with a proven reputation in the field of municipal finance,

retained by the Issuer, the Applicant, the Placement Agent or Underwriter to render an unqualified opinion on the legality of the Bonds and such other matters as are herein set forth and also to draft or be responsible for the drafting of the Legal Proceedings leading to the issuance of the Bonds.

“*Bond Placement Agreement*” or “*Bond Purchase Agreement*” means the Bond Placement Agreement or Bond Purchase Agreement with respect to the Bonds among the Issuer, the Applicant, and the Placement Agent or the Underwriter.

*“*Borrower Documents*” means the Loan Agreement [, the Note, the Regulatory Agreement, the Deed of Trust,] and each of the other agreements, certificates, contracts, or instruments to be executed by the Borrower in connection with the issuance of the Bonds or the financing of a portion of the expenses associated with the Project.

*“*Code*” or “*IRC*” means the Internal Revenue Code of 1986, as amended.

*“*Concern*” or “*Person*” means any natural person, group of natural persons, general or limited partnership, registered limited liability partnership, limited liability company, association, corporation, syndicate, joint venture, joint stock company, trust, unincorporated association, governmental body, or any agency or political subdivision thereof or any other form of legal entity.

*“*County*” means Maricopa County, Arizona.

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

*“*E & O Policy*” means a Public Officials’ and Employees’ Liability Insurance Policy, a Municipal and Government Authorities Errors and Omissions Liability Insurance Policy or a Directors’ and Officers’ Liability Insurance Policy.

“*Escrow Agent*” means any agent who enters into an escrow agreement with the Issuer and/or the Borrower for the purpose of holding funds related to the Bonds.

“*Guarantor*” or “*Third Party Guarantor*” means any Concern(s) other than the Applicant (including a parent, affiliate, or subsidiary of the Applicant) who guarantees or provides either the revenue for the payment of the Bonds or the underlying security for the payment of the Bonds.

“*Indemnity Letter of Credit*” means a letter of credit drawn on a commercial bank for the benefit of the Issuer at the request and expense of the Borrower/Guarantor to secure the Borrower’s/Guarantor’s obligation to indemnify the Issuer.

“*Indemnity Trust Agreement*” means a trust agreement with a commercial bank for the benefit of the Issuer for the purpose of securing the Borrower’s/Guarantor’s obligation to indemnify the Issuer.

“*Indenture*” means the Indenture of Trust between the Issuer and the Trustee which is executed in connection with the issuance of the Bonds.

*“*Issuer*” means The Industrial Development Authority of the County of Maricopa, a nonprofit corporation designated as a political subdivision of the State in accordance with the provisions of the Constitution of the State and under Title 35, Chapter 5, Arizona Revised Statutes, as amended, and its successors and assigns.

*“*Issuer Documents*” means collectively the Loan Agreement, the Indenture, the Bond Purchase [Placement] Agreement, [the Regulatory Agreement, the Arbitrage or Tax Certificate or Agreement,] and any other agreement, certificate, contract, or instrument to be executed by the Issuer in connection with the issuance of the Bonds or the financing of a portion of the expense associated with the Project.

*“*Issuer Indemnified Party*” or “*Issuer Indemnified Parties*” means the Issuer, its past, present, and future directors, officers, counsel, advisors, and agents, and the County, its past, present, and future members of the Board of Supervisors, employees, and agents, individually and collectively.

*“*Issuer’s Unassigned Rights*” means the rights of the Issuer to (a) inspect books and records, (b) give or receive notices, approvals, consents, requests, and other communications, (c) receive payment or reimbursement for expenses, (d) receive payment of its Administration Fee, (e) immunity from and limitation of liability (f) indemnification from liability by the [Borrower and the Guarantor], and (g) security for the [Borrower’s and the Guarantor’s] indemnification obligation.

*“*Liabilities*” means any causes of action (whether in contract, tort, or otherwise), claims, costs, damages, demands, judgments, liabilities, losses, suits, and expenses (including, without limitation reasonable costs of investigation, and attorneys’ fees and expenses) of every kind, character, and nature whatsoever.

“*Loan Agreement*” shall mean the Loan Agreement between the Issuer and the Applicant and assigned by the Issuer to the Trustee, as originally executed or as it may from time to time be supplemented or amended in accordance with its terms.

“*1933 Act*” means the Securities Act of 1933, as amended.

“*1934 Act*” means Securities Exchange Act of 1934, as amended, and the regulations of the Securities Exchange Commission pertaining to the marketing or transfer of municipal securities and the rules of the Municipal Securities Rulemaking Board.

“*1939 Act*” means the Trust Indenture Act of 1939, as amended.

“*Official Statement*” means a prospectus or offering statement concerning the Bonds to be used in connection with a public offering and sale of the Bonds.

“*Placement Agent*” means any Person who assists in the issuance and sale of the Bonds or facilitates the issuance and sale of the Bonds.

“*Private Placement Memorandum*” means a prospectus or offering document concerning the Bonds for use in connection with the private placement sale of the Bonds.

*“*Procedural Pamphlet*” means the Issuer’s Procedural Pamphlet No. 1 Change XIX, dated March 10, 1998.

“*Purchaser*” or “*Purchasers*” means any Person(s) who has purchased from the Issuer with a view to or sells for the Issuer in connection with the distribution of the Bonds, or participates or has a participation in the direct or indirect underwriting of such a distribution.

“*Qualified Project Period*” means the period of time during which the Regulatory Agreement remains in full force and effect. NOTE: To the greatest extent possible, the Issuer requires that specific dates be included within the definition of Qualified Project Period, e.g. initial occupancy date (July 4, 199_).

*“*Rebate*,” “*Rebate Requirement*,” or “*Rebate Amount*” means the amount of arbitrage rebate computed annually for payment as of the last day of every 5th Bond Year, pursuant to Treasury Regulation Section 1.148-2 or any successor regulation as may be applicable thereto.

“*Rebate Fund*” means the fund into which the Trustee is to deposit rebatable arbitrage to be paid by the Borrower to the United States of America.

“*Regulatory Agreement*” or “*Land Use Restriction Agreement*” means the Regulatory Agreement and Declaration of Restrictive Covenants or Land Use Restriction Agreement among the Issuer, the Trustee, and the Applicant.

*“*Securities Acts*” means the Securities Act of 1933, the Securities Exchange Act of 1934, and the respective state securities or “Blue Sky” laws, collectively.

*“*State*” means the State of Arizona.

*“*Treasury Regulations*” means the regulations promulgated by the United States Department of Treasury for the interpretation of the Code.

“*Trustee*” means the Person serving as trustee under the Indenture.

“*Trustee’s Counsel*” means the legal counsel representing the Trustee, if any.

“*Underwriter*” means any Person who has purchased from the Issuer with a view to, or sells for the Issuer in connection with, the distribution of the Bonds or participates or has participation in the direct or indirect underwriting of such a distribution.

ARTICLE II

ALL AGREEMENTS

The provisions set forth in this Article II of the Document Standards apply to each agreement, document, or instrument to be executed by the Issuer.

Section 2.01. References. Each agreement entered into by the Issuer and all documents making reference to the Issuer should identify the Issuer as follows:

The Industrial Development Authority of the County of Maricopa (the “Issuer”), a nonprofit corporation designated a political subdivision of the State of Arizona (the “State”), incorporated with the approval of Maricopa County, Arizona (the “County”), pursuant to the provisions of the Constitution of the State and under Title 35, Chapter 5, Arizona Revised Statutes, as amended.

Section 2.02. Notice Of Conflict Of Interest Statute. The Issuer prefers that reference to A.R.S. Section 38-511 be included in all agreements to which the Issuer is a party, preferably as the last provision thereof, immediately preceding the signature blocks of the parties. Each such agreement should, in accordance with the provisions of A.R.S. Section 38-511, contain language substantially similar to the following:

Notice of A.R.S. Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this (NAME OF DOCUMENT) under the law of the State.

Section 2.03. Notice Address.

If to the Issuer:

The Industrial Development Authority of the County of Maricopa
Attention: President
c/o Maricopa County
County Administration Office
301 West Jefferson, 10th Floor
Phoenix, Arizona 85003
Telephone: (602) 506-1888
Facsimile: (602) 257-9582

If to the County:

Ms. Fran McCarroll, Clerk
Maricopa County Board of Supervisors
301 West Jefferson Avenue, 10th Floor
Phoenix, Arizona 85003
Telephone: (602) 594-3415
Facsimile: (602) 594-5997

Section 2.04. Governing Law And Forum. Each of the agreements to which the Issuer is a party, including the Indenture and the form of the Bond, should include language substantially similar to the following:

This (name of document) shall be governed by and construed in accordance with the laws and judicial decisions of the State, except as such laws may be preempted by any federal rules, regulations, and laws applicable to the Issuer. The parties hereto expressly acknowledge and agree that any judicial

action to interpret or enforce the terms of this (name of document) against the Issuer shall be brought and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa, the United States District Court in and for the District of Arizona or any United States Bankruptcy Court in any case involving or having jurisdiction over [the Guarantor], the Borrower, or the Project.

ARTICLE III

INDENTURE OF TRUST

Section 3.01. Trustee's Standard Of Care. Since the Issuer does not have a staff of its own, it contracts with third parties to carry out its functions. One of the primary functions of the Trustee, from the Issuer's vantage, is to enforce compliance with all federal and state tax laws which impact on the tax-exempt status of the Bonds. The Issuer requires that the Trustee's standard of care and performance, at a minimum, be equivalent to that required by Arizona Revised Statutes Section 14-7302. The statutorily-required standard should be applied in all Indentures and Escrow Agreements governing the use of bond proceeds. It is anticipated that the Trustee shall perform those duties set forth in the Indenture and, if an event of default occurs and is continuing, the Trustee shall exercise such rights, powers, duties, and obligations vested in it by the Indenture and use the same degree of care and skill in its exercise as a prudent corporate indenture trustee would exercise or use under similar circumstances. No provision of any Indenture or Escrow Agreement should be construed to relieve the Trustee from any liability for its own negligent action, its own negligent failure to act, its own willful misconduct or breach of trust.

Section 3.02. Unrelated Bond Issues. Each Indenture should recognize the existence of unrelated bond issues substantially similar to the following:

The Issuer has, prior to the issuance of the Bonds, issued, and subsequent to the issuance of the Bonds, the Issuer expects to issue various series of bonds in connection with the financing of other projects (said bonds together with any bonds issued by the Issuer between the date hereof and issuance of the Bonds shall be referred to herein as the "Other Bonds"). Any pledge, mortgage, or assignment made in connection with any Other Bonds shall be protected, and any funds pledged or assigned for the payment of principal, premium, if any, or interest on the Other Bonds shall not be used for the payment of principal, premium, if any, or interest on the Bonds. Correspondingly, any pledge, mortgage, or assignment made in connection with the Bonds shall be protected, and any funds pledged or assigned for the payment of the Bonds shall not be used for the payment of principal, premium, if any, or interest on the Other Bonds [except for any Additional Bonds].

Section 3.03. Additional Bonds. If it is determined that the Issuer will have the power to issue Additional Bonds, the Indenture should contain provisions substantially similar to the following:

Issuance of Additional Bonds. At the discretion of the Issuer and upon compliance with the procedures of the Issuer then in effect for the issuance of its bonds, Additional Bonds on a parity with or subordinate to the Bonds may be issued, authenticated, and delivered from time to time after initial delivery of the Bonds, provided that if any series of Bonds is to be refunded prior to such a date, payment of the Bonds of such series shall be provided for in accordance with Section _____ hereof.

Section 3.04. Arbitrage Rebate.

(a) **Investments.** Generally, the Issuer will not provide the Trustee with any investment instructions. It shall be the responsibility of Bond Counsel to provide the Trustee with written investment instructions with respect to preserving the tax-exempt status of the Bonds. The Authority will provide the Trustee with investment instructions within Indentures securing the payment of single family mortgage revenue bonds. If the Borrower wishes to retain the power to modify the investment of monies contained in any fund under the Indenture, it shall be Bond Counsel's obligation to draft such provisions in a manner which will clearly indicate that the Issuer has no discretion with regard to any amendment or modification of investments.

(b) **Covenant.** Each Indenture should include a provision substantially similar to the following:

The Issuer covenants and agrees not to take any action or fail to take any action with respect to the investment of monies under this Indenture that is inconsistent with the provisions of this Indenture and which would result in the Bonds becoming arbitrage bonds within the meaning of Code Section 148(a). The Issuer further covenants and agrees to comply with and take all actions required of it by the [Arbitrage or Tax Certificate or Agreement] and to continue to do so as specified in the [Arbitrage or Tax Certificate or Agreement] notwithstanding any satisfaction or discharge of this Indenture.

(c) **Reporting Requirement.** In addition to requiring that the Trustee be responsible for the preparation and filing of all forms required by the Internal Revenue Service, each Indenture should include a provision substantially similar to the following:

Within 60 days after the end of each Bond Year, the Trustee, in reliance upon a report of the Arbitrage Rebate Consultant, shall deliver to the Issuer and the County a certificate stating that all necessary actions have been taken as required by this Indenture and the [Arbitrage or Tax Certificate or Agreement], in order to ensure that all necessary actions have been taken, including, but not limited to, (a) the required annual arbitrage rebate calculations, (b) the transfer of funds to the Rebate Fund to reserve for the anticipated Rebate Requirement, and (c) payment of the Rebate, if any, in accordance with Section 148(f) of the Internal Revenue Code of 1986.

(d) **Mandatory Transfer.** Each Indenture should include a provision substantially similar to the following:

Mandatory Transfers for Rebate Payments. If at any time when the Trustee is required to withdraw money from the Rebate Fund and to pay to the United States of America the amount so withdrawn as Rebate, the amount held by the Trustee to the credit of the Rebate Fund is insufficient to permit such withdrawal and payment, the Trustee, after delivering a demand for such deficiency to the Borrower, shall withdraw, *first*, from the Reserve Fund, and, *second*, from any other funds established hereunder, such amounts as may be needed to make the amount held for the credit of the Rebate Fund, after such transfers, equal to the amount required to be withdrawn and paid to the United States of America and transfer the amounts so withdrawn in each case to the Rebate Fund. This Section shall supersede all other Sections of this Indenture, to the end that the exclusion from gross income for the purposes of federal income taxation of interest on the Bonds shall not be adversely affected as a result of the inadequacy at any time of the Rebate Fund, unless the total amount held by the Trustee under all funds established hereunder is insufficient, and no money for such purpose is provided by the Borrower.

(e) **Payment of Arbitrage Rebate Consultant.** Each Indenture should include a provision, substantially similar to the following:

Payment of Arbitrage Rebate Consultant. If, at any time when the Trustee is required to retain or pay the Arbitrage Rebate Consultant, there is an insufficient amount of money in the _____ fund to retain or pay for the fees and expenses of the Arbitrage Rebate Consultant, then the Trustee shall deliver to the Borrower a demand for payment of an amount sufficient to pay the Arbitrage Rebate Consultant.

Section 3.05. Assignment. The granting clause in the Indenture should except from the assignment of the Issuer's right, title, and interest in and to the Loan Agreement, the Issuer's Unassigned Rights which generally includes the following:

All rights of the Issuer to (a) inspect books and records, (b) give or receive notices, approvals, consents, requests, and other communications, (c) receive payment or reimbursement for expenses, (d) receive payment of its Administration Fee, (e) immunity from and limitation of liability, (f) indemnification from liability by the [Borrower and the Guarantor], and (g) security for the [Borrower's and the Guarantor's] indemnification obligation.

Section 3.06. Issuer's Performance Covenants. Each Indenture should include a provision substantially similar to the following:

(a) **Issuer's Performance.** The Issuer shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of

this Indenture shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the revenues pledged hereunder, or the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided by the Trustee or the Borrower. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Indenture, in every Bond executed, authenticated, and delivered hereunder, in the Loan Agreement and in all of its proceedings pertaining thereto; provided, however, that (a) the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by [the Guarantor,] the Borrower or the Trustee, and (b) the Issuer shall have received the instrument to be executed, and, at the Issuer's option, shall have received from the Borrower assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument.

(b) ***Rights Under Loan Agreement.*** The Loan Agreement sets forth covenants and obligations of the Issuer and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Issuer agrees to cooperate in the enforcement of all covenants and obligations of the Borrower under the Loan Agreement and agrees that the Trustee, in its name, may enforce all rights of the Issuer (other than the Issuer's Unassigned Rights) and all obligations of the Borrower under and pursuant to the Loan Agreement and on behalf of the Holders, whether or not the Issuer has undertaken to enforce such rights and obligations.

Section 3.07. Further Assurance. Each Indenture should include a provision substantially similar to the following:

Issuer's Further Assurance. The Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered by the parties within its control, such instruments supplemental hereto 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, the Issuer's interest in and to all interests, revenues, proceeds, and receipts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds in the manner and to the extent contemplated herein. The Issuer shall be under no obligation to prepare, record, or file any such instruments or transfers.

Section 3.08. Appointment Of Agents. The Issuer will only appoint agents at the direction of the Borrower, with the consent of the Guarantor, if any, e.g., Trustee, Paying Agent, or Registrar. Under no circumstances will the Issuer be involved in the remarketing of any Bonds, nor will it appoint or provide its consent to the appointment of a Remarketing Agent or Tender Agent.

Section 3.09. Bondholder Information. The Issuer will not agree to directly provide Bondholders with any information. Rather, the Indenture will authorize the Trustee to provide certain information to Bondholders. If a securities repository is established for municipal securities of the nature issued by the Issuer, the Issuer will authorize the Trustee to make information available to such repositories. The Issuer is amenable to having an agreement, separate from the Indenture, governing the provision of information to bondholders, securities repositories, and others in order to prevent the failure to furnish information from becoming an event of default and to allow for ease of amendment as reporting requirements change over time. Additionally, the Issuer will make its files available for inspection to the public in accordance with and to the extent required by Arizona Revised Statutes Sections 39-101 et seq.

Each Indenture should include a provision substantially similar to the following:

Continuing Disclosure. Pursuant to Section ___ of the Loan Agreement, the Borrower has undertaken all responsibility for compliance with continuing disclosure requirements, and the Issuer shall have no liability to the Holders of the Bonds or any other person with respect to Securities Exchange Commission Rule 15c2-12, as amended. Notwithstanding any other provision of this Indenture, failure of the Borrower to comply with the continuing disclosure agreement shall not be considered an Event of Default; however, a Bondholder [or Beneficial Owner] may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under Section ___ of the Loan Agreement. [For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.]

Section 3.10. Limitation Of Liability. The Indenture should set forth the limitation of the Issuer’s liability substantially similar to the following:

(a) ***Reliance by Issuer on Facts or Certificates.*** Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by [the Guarantor,] the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(b) ***Immunity of Issuer’s Directors, Officers, Counsel, Advisors, and Agents.*** No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Indenture, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any of the Issuer Indemnified Parties, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment

or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Issuer Indemnified Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with [the Guarantor,] the Borrower or the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Issuer Indemnified Party is, by the execution of the Bonds, this Indenture, and the other Issuer Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Indenture, and the other Issuer Documents, is expressly waived and released.

(c) ***No Pecuniary Liability of Issuer.*** No agreements or provisions contained herein, nor any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, [remarketing,] and/or delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Bonds and their application as provided in this Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Indenture or the Loan Agreement, or in any document executed by the Issuer in connection with the Project or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the revenues pledged for the payment of the Bonds or other revenues derived under the Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the revenues pledged under this Indenture for the payment of the Bonds or other revenue derived under the Loan Agreement. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Issuer's general credit. In making the agreements, provisions, and covenants set forth in this Indenture, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in this Indenture for the payment of the Bonds or other revenues derived under the Loan Agreement.

Except during the continuance of an Event of Default, the Borrower shall have the duty to direct the Trustee to invest or reinvest all money held for the credit of funds established by the Indenture in accordance with Article ___ of the Indenture [dealing with investments].

Section 3.11. Supplement Or Amendment. Each Indenture should include language in the section dealing with supplements to the Indenture or amendments to the Loan Agreement substantially similar to the following:

(a) The Issuer has imposed certain requirements on [the Guarantor,] the Trustee, the Borrower, the ownership or operation of the Project, or the Bonds which are

more restrictive than those required by the Act, the Treasury Regulations, or the Code, and, for that reason, any proposed amendment, modification, or supplement to this Indenture which provides for less restrictive covenants than required by the Issuer, but permitted by law, shall require the Issuer's consent, which may be withheld for any reason.

(b) The Issuer has imposed certain requirements on [the Guarantor,] the Trustee, the Borrower, the ownership or operation of the Project, or the Bonds which are more restrictive than those required by the Act, the Treasury Regulations, or the Code, and, for that reason, any proposed amendment, modification or supplement of the Loan Agreement which provides for less restrictive covenants than required by the Issuer, but permitted by law, shall require the Issuer's consent, which may be withheld for any reason.

Section 3.12. Survival. The Indenture's provisions dealing with the discharge of the lien should include language substantially similar to the following:

Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of [the Note and] the Loan Agreement, all provisions in this Indenture concerning (1) the tax-exempt status of the Bonds (including, but not limited to, provisions concerning Rebate), (2) the interpretation of this Indenture, (3) the governing law, (4) the forum for resolving disputes, (5) the Issuer's right to rely on facts or certificates, (6) the indemnity of the Issuer's directors, officers, counsel, advisors, and agents from liability, and (7) the Issuer's lack of pecuniary liability shall survive and remain in full force and effect.

Section 3.13. Third Party Beneficiaries. The Indenture's provisions dealing with Third Party Beneficiaries should include a provision substantially similar to the following:

Each of the Issuer Indemnified Parties, other than the Issuer, shall be considered to be intended third party beneficiaries of this Indenture. Nothing in this Indenture shall confer any right upon any person other than the parties hereto and the specifically designated third party beneficiaries of this Indenture.

Section 3.14. Bond Form. The Bond form should include provisions substantially similar to the following:

THE BONDS AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM REVENUES AND RECEIPTS UNDER THE LOAN AGREEMENT. THE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER OR OF THE COUNTY, OR OF THE STATE OF ARIZONA, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A

PECUNIARY LIABILITY OF THE STATE OF ARIZONA OR MARICOPA COUNTY. THE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN AND IN THE INDENTURE, BUT NOT OTHERWISE. THE ISSUER HAS NO TAXING POWER.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND AGAINST ANY PAST, PRESENT, OR FUTURE OFFICER, DIRECTOR, COUNSEL, ADVISOR, OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICERS, DIRECTORS, COUNSEL, ADVISORS, OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THIS BOND.

ARTICLE IV

LOAN AGREEMENT

Section 4.01. Assignment. The cover page of the Loan Agreement should make reference to the Issuer's assignment to the Trustee, and, in so doing, should also specify the rights of the Issuer which were not assigned to the Trustee, in a manner similar to that set forth in Section 3.05 of Article III above, which should take the form of a provision substantially similar to the following:

Pursuant to the Indenture (defined herein), the Issuer has transferred into Trust, granted a security interest in and assigned to the Trustee for the benefit of the Bondholders, all right, title, and interest of the Issuer in this Loan Agreement, except for any deposits to the Rebate Fund, and except for all rights of the Issuer to (1) inspect books and records, (2) give or receive notices, approvals, consents, requests, and other communications, (3) receive payment or reimbursement for expenses, (4) receive payment of its Administration Fee, (5) immunity from and limitation of liability (6) indemnification from liability by the [Borrower and the Guarantor], and (7) security for the [Borrower's and the Guarantor's] indemnification obligation.

Section 4.02. Representations By Issuer. In the absence of compelling reasons to the contrary, the Issuer will limit the representations it makes in the Loan Agreement to the following:

(a) The Issuer is a nonprofit corporation designated as a political subdivision of the State, created and existing under the Constitution and laws of the State;

(b) The Issuer has found and hereby declares that the issuance of the Bonds to assist [the refunding of the Prior Bonds,] the financing [or refinancing] of the Project [and the refinancing of certain operating expenses associated with the Project] is in furtherance of the public purposes set forth in the Act;

(c) In order to [refund the Prior Bonds,] finance [or refinance] the costs of the Project, [and the refinancing of certain operating expenses associated with the Project] in an amount estimated by the Borrower, the Issuer has duly authorized the execution, delivery, and performance on its part of the Bond Purchase [Placement] Agreement, the Indenture, [the Deed of Trust,] and this Loan Agreement;

(d) To accomplish the foregoing, the Issuer proposes to issue \$_____ in aggregate principal amount of its Bonds immediately following the execution and delivery of this Loan Agreement. The date, denomination or denominations, interest rate or rates, maturity schedule, redemption provisions and other pertinent provisions with respect to the Bonds are set forth in the Indenture;

(e) The Issuer makes no representation or warranty that the amount of the Loan will be adequate or sufficient to [refund the Prior Bonds, to refinance or] finance the Project [and to refinance certain operating expenses associated with the Project] or that the Project will be adequate or sufficient for the purposes of the Borrower; and

(f) The Issuer has not pledged, assigned, or granted, and will not pledge, assign, or grant any of its rights or interest in or under this Loan Agreement for any purpose other than as provided for in the Indenture.

Section 4.03. Representations By Borrower. It shall be Bond Counsel's responsibility to make sure all of the Borrower's representations, warranties, and covenants necessary for the Issuer to execute a Tax or Arbitrage Certificate or Agreement with regard to arbitrage are contained in the representations and warranties section of the Loan Agreement or Arbitrage or Tax Certificate or Agreement.

Each Loan Agreement should include Borrower representations and warranties substantially similar to the following:

(a) The Borrower has been duly incorporated or organized and is validly existing with the specific power to develop, construct, rehabilitate, operate, equip, and maintain the Project.

(b) The Borrower is in good standing and is qualified to do business in the State.

(c) The Borrower has been duly authorized to execute each of the Borrower Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Borrower Documents shall not conflict with

or constitute a breach of or default by the Borrower under any other instrument or agreement to which the Borrower is a party or to which its property is bound.

(d) The Borrower's execution, delivery, and performance of the Borrower Documents shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Borrower.

(e) To the Borrower's knowledge, there are no pending or threatened actions, suits, or proceedings of any type whatsoever affecting the Borrower, the Borrower's property, or the Borrower's ability to execute, deliver, and perform with respect to any of the Borrower's Documents.

In addition to the foregoing, every Loan Agreement should contain covenants, representations, and warranties by the Borrower substantially similar to the following:

(f) The Project is a [nature of facility] and is a "project" within the provisions of the Act.

(g) Neither the representations of the Borrower contained in the Borrower Documents nor any oral or written statement, furnished by or on behalf of the Borrower to the Issuer or the Original Purchaser in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Borrower has not disclosed to the Issuer or the Original Purchaser of the Bonds in writing that materially and adversely affect or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Borrower Documents or any documents or transactions contemplated hereby or thereby.

(h) The Borrower's federal employer identification number is _____.

(i) During the term of this Loan Agreement, the Borrower intends to and will utilize or cause the Project and the facilities and equipment financed [or refinanced] with the proceeds of the Bonds to be utilized as a "project" within the meaning of the Act as in effect on the date hereof.

(j) The use of the Project, as it is proposed to be operated, complies with all presently applicable zoning, development, pollution control, water conservation, environmental, and other laws, regulations, rules, and ordinances of the federal government and the State and the respective agencies thereof and the political subdivisions in which the Project is located.

(k) The Borrower has obtained all necessary approvals of and licenses, permits, consents, and franchises from federal, state, county, municipal, or other governmental authorities having jurisdiction over the Project to acquire, construct, improve, equip, rehabilitate, and operate the Project, and to enter into, execute, and perform its obligations under this Loan Agreement and the other Borrower Documents.

(l) The Project, as designed and as proposed to be operated or caused to be operated by the Borrower, and when constructed or rehabilitated in accordance with such design, will meet all material requirements of law, including requirements of any federal, state, county, city or other governmental authority having jurisdiction over the Project or its use and operation.

(m) To the best of the Borrower's knowledge, none of the Issuer Indemnified Parties has any significant or conflicting interest, financial, employment, or otherwise, in the Borrower, the Project, or in any of the transactions contemplated under the Borrower Documents.

(n) There has been no materially adverse change in the financial condition, prospects, or business affairs of the Borrower or the feasibility or physical condition of the Project subsequent to the date on which the Issuer granted its resolution approving the issuance of the Bonds.

(o) The Borrower (a) understands the nature of the structure of the transactions related to the [financing/refinancing] of the Project [and the refunding of the Prior Bonds]; (b) is familiar with all the provisions of the documents and instruments related to such financing to which the Borrower or the Issuer is a party or which the Borrower is a beneficiary; (c) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Project; and (d) has not relied on the Issuer for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied on the Issuer in any manner, except to issue the Bonds in order to provide funds for the Loan.

(p) The Borrower hereby acknowledges receipt of the Indenture and agrees to be bound by its terms.

(q) The Borrower covenants and agrees that it will not use or permit the use of any funds provided by the Issuer hereunder or any other funds of the Borrower directly or indirectly, in a manner which would, or enter into, or allow any "related person" (as defined in Code Section 147(a)(2)) to enter into, any arrangement, formal or informal, for the purchase of the Bonds that would, or take or omit to take any action that would, to the knowledge of the Borrower, cause the Bonds to be an "arbitrage bond" within the meaning of Code Section 148 or "federally guaranteed" within the meaning of Code Section 149(b) and the applicable regulations promulgated from time to time thereunder. The Borrower further covenants to comply with the covenants and procedures set forth in Section ___ of the Indenture [dealing with arbitrage rebate] and the [Tax or Arbitrage Certificate or Agreement] and to deposit in the Rebate Fund such amount as may be necessary to maintain the deposit in the Rebate Fund at the Rebate Requirement. Finally, the Borrower covenants to pay to the Trustee on demand all sums necessary to retain or pay the fees and expenses of the Arbitrage Rebate Consultant.

(r) Notwithstanding any provisions of this Section ___, if the Borrower shall provide to the Issuer and the Trustee an opinion of Bond Counsel that any specified action required under this Section or Section ___ of the Indenture [dealing with arbitrage

rebate] is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the Issuer, the Trustee and the Borrower may conclusively rely on such opinion in complying with the requirements of this Section and Section ___ of the Indenture [dealing with arbitrage rebate] and be protected in so doing, and the covenants hereunder shall be deemed to be modified to that extent.

(s) Except during the continuance of an Event of Default, the Borrower shall have a duty to direct the Trustee to invest or reinvest all money held for the credit of funds established by the Indenture in accordance with Article ___ of the Indenture [dealing with investments].

(t) The construction contracts for the construction of the buildings which are part of the Project will contain provisions requiring the retention of ___ percent of each progress payment to the contractor until the construction of such building has been completed to the satisfaction of the Borrower. The Borrower will not amend such retention provisions without the prior written approval of the Issuer.

(u) All representations of the Borrower contained herein or in any certificate or other instrument delivered by the Borrower pursuant hereto, to the Indenture, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale, and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the instrument containing such representation.

Section 4.04. Annual Certificate Of Borrower Representative. The Loan Agreement should include a provision substantially similar to the following:

The Borrower will deliver to the Trustee and the Issuer within six weeks after the end of each of the Borrower's fiscal years a certificate executed by the Borrower's [general partner, president, or chief financial officer] stating that:

(a) A review of the activities of the Borrower during such fiscal year and of performance hereunder has been made under [his/her] supervision; and

(b) [He/She] is familiar with the provisions of this Loan Agreement [and the Tax or Arbitrage Certificate or Agreement], and to the best of his/her knowledge, based on such review and familiarity, the Borrower has fulfilled all its obligations hereunder and thereunder throughout such fiscal year, and there have been no defaults under this Loan Agreement [or the Tax or Arbitrage Certificate or Agreement] or, if there has been a default in the fulfillment of any such obligation in such fiscal year, specifying each such default known to [him/her] and the nature and status thereof and the actions taken or being taken to correct such default.

Section 4.05. Indemnification By Borrower. The Loan Agreement should contain covenants substantially similar to the following:

(a) The Borrower agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to [the Prior Bonds,] the Bonds, the Loan, this Loan Agreement, the Project, [the Deed of Trust, the Regulatory Agreement,] the Indenture, or any document related to the issuance and sale [and/or remarketing] of the Bonds, [and/or the sale, refunding, and/or redeeming of the Prior Bonds] including, but not limited to, the following:

(i) Any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or any part thereof;

(ii) Violation of any agreement, covenant, or condition of any of the Borrower Documents;

(iii) Violation of any agreement, contract, or restriction relating to the Project;

(iv) Violation of any law, ordinance, or regulation affecting the Project or any part thereof or the ownership, occupancy, or use thereof;

(v) the issuance and sale [and/or remarketing] of the Bonds or any of them [or the sale, refunding, and/or redeeming of the Prior Bonds]; and

(vi) Any statement, information, or certificate furnished by the Borrower to the Issuer which is misleading, untrue, incomplete, or incorrect in any respect.

(b) The Borrower also agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to [the Arizona Department of Commerce,] the Issuer or the County pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of [the Arizona Department of Commerce,] the Issuer or the County relating to the issuance of the Bonds or pertaining to the financial condition of the Borrower [or the Guarantor] which, if known to [the Original Purchaser in a Private Placement or the Underwriters and the investors initially purchasing the Bonds from the Underwriter in a Public Offering] of the Bonds, might be considered a factor in such Person's decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Issuer with indemnification for the Issuer's omissions or misstatements contained in the Official Statement [Placement Memorandum] under the captions "THE ISSUER" or ["LITIGATION" "NO LITIGATION"], as it relates to the Issuer.

(c) Paragraphs (a) and (b) above are intended to provide indemnification to each Issuer Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (a) and (b) above shall be deemed to

provide indemnification to any Issuer Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Issuer Indemnified Party.

(d) Any party entitled to indemnification hereunder shall notify the Borrower of the existence of any claim, demand, or other matter to which the Borrower's indemnification obligation applies, and shall give the Borrower a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Issuer Indemnified Party; provided that the Issuer Indemnified Party shall at all times also have the right to fully participate in the defense. If the Issuer Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Borrower or if the Borrower shall, after receiving notice of the Borrower's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Issuer Indemnified Party, the Issuer Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Borrower. The Borrower shall be responsible for the reasonable counsel fees, costs, and expenses of the Issuer Indemnified Party in conducting its defense.

Section 4.06. Security For Indemnification By Borrower. The Issuer may require the Borrower to provide security for its obligation to indemnify the Issuer Indemnified Parties. This security has customarily taken two separate forms, each of which are acceptable to the Issuer. Traditionally, the indemnification obligation has been secured by either an Indemnity Letter of Credit or a pledge of cash under an Indemnity Trust Agreement.

(a) ***Indemnity Letter of Credit.*** If the Borrower elects to secure its indemnification obligation to the Issuer Indemnified Parties with an Indemnity Letter of Credit, the Indemnity Letter of Credit should be in the form substantially similar to Exhibit A attached hereto, and language substantially similar to the following should be included in the Loan Agreement:

Indemnity Letter of Credit. To secure the indemnification obligation of the Borrower to the Issuer Indemnified Parties, the Borrower shall obtain and maintain in full force and effect a commercial bank irrevocable letter of credit (the "Indemnity Letter of Credit") issued in favor of the Issuer.

(i) ***Scope.*** The Indemnity Letter of Credit shall provide for draws by the Issuer in an aggregate amount not to exceed \$50,000 to pay, as and when incurred, the Liabilities to the extent that (i) such Liabilities are either considered a deductible amount of the E&O Policy or not covered by the E&O Policy and (ii) such Liabilities are otherwise subject to indemnification under Sections _____ (referring to paragraphs (a)-(d) in Section 4.05 of Article IV hereinabove).

(ii) *Draw Mechanics.* Notwithstanding the above, the Issuer shall not make any draw against the Indemnity Letter of Credit unless and until (i)(a) the Issuer has first made a demand for payment of such amount on the Borrower; (b) the Issuer has supplied documentation to support its demand for payment to the Borrower; (c) the Borrower has refused or failed to pay such demanded amount within 30 days of receipt of the demand and documentation referenced in (a) and (b) directly above; (d) the Issuer's board of directors has approved a resolution reciting that the above conditions (a) through (c) have been satisfied and that the Issuer is authorized to draw upon such Indemnity Letter of Credit; (e) the Issuer has delivered a copy of such resolution to the Borrower and its counsel by overnight delivery or mail or telecopy so that it is received at least five Business Days before drawing upon the Indemnity Letter of Credit; and (f) the Borrower has failed to pay the demanded amount within five Business Days of its receipt of the resolution; or (ii) the Issuer has received notice that the Indemnity Letter of Credit will expire by its terms and a substitute Indemnity Letter of Credit has not been procured at least 15 days prior to the expiration of the existing Indemnity Letter of Credit.

(iii) *Suspension; Revival.* The Borrower's obligation to maintain the Indemnity Letter of Credit may be suspended beginning with and during any period in which the Issuer is insured by an E& O Policy providing coverage for claims arising under the Securities Acts, which E& O Policy does not require payment by the Issuer of any deductible amount. In order for the Borrower to determine whether it is required to obtain and maintain the Indemnity Letter of Credit, the Issuer agrees to provide the Borrower, in response to the Borrower's written request, with a written representation, on or before the latter of (i) 15 days after the date of the Borrower's written request or (ii) 30 days prior to the expiration date of the Indemnity Letter of Credit, that (a) the Issuer does not have an E& O Policy providing coverage for claims arising under the Securities Acts or (b) the Issuer's E& O Policy requires the Issuer to pay a deductible amount prior to the payment of any amount under such E& O Policy. The Issuer shall attach to its representation a copy of the E & O Policy, if any, currently in effect.

(b) *Termination.* The Borrower's obligation to maintain the Indemnity Letter of Credit shall terminate on [the latter of (i) the expiration of the Qualified Project Period or (ii)] the final payment of the Bonds; provided, however, that the Borrower's obligation to maintain the Indemnity Letter of Credit in full force and effect shall continue after [the expiration of the Qualified Project Period or] the final payment of the Bonds if any Person who is entitled to the benefit of the Indemnity Letter of Credit is then asserting a right to indemnification from the Borrower under Sections ____ above (referring to paragraphs (a)-(d) in Section 4.05 of Article IV hereinabove) as a result of the existence of any Liabilities or is asserting a right to draw upon the Indemnity Letter of Credit in the manner set forth above. In which case, the obligation to provide the Indemnity Letter of Credit shall terminate when there no longer exists any Liabilities to which any of the Issuer Indemnified Parties could seek indemnity, and no Person who is entitled to the benefit of the Indemnity Letter of Credit is asserting a right to draw upon the Indemnity Letter of Credit.

If the Issuer, in its sole and exclusive judgment, determines that security for the Borrower's indemnity obligation is not currently required at the time of the issuance of the Bonds for any reason, then the following additional language should be inserted at the end of the lead-in paragraph above:

The Issuer acknowledges and agrees that although circumstances exist which would obligate the Borrower to provide an Indemnity Letter of Credit, the Borrower shall *not* be obligated to provide an Indemnity Letter of Credit on the date the Bonds are issued. If, at any time, during the term of this Loan Agreement: (i) there is a change in the Issuer's E & O Policy which results in either a loss of Securities Acts coverage or a requirement that the Issuer pay an increased deductible amount; (ii) a Person entitled to indemnification hereunder notifies the Borrower of the existence of a claim, demand, or other matter to which the Borrower's indemnification obligation applies; or (iii) if, in the sole judgment of the Issuer, there occurs an adverse change in the financial condition of the Borrower, then the Issuer may require, by the delivery of written notice, that the Borrower obtain and maintain in full force and effect an Indemnity Letter of Credit with the terms specified herein and in a form and substance satisfactory to the Issuer. Within five Business Days of receipt by the Borrower of written notice from the Issuer pursuant to this Section ____, the Borrower shall deliver to the Issuer the Indemnity Letter of Credit.

(c) ***Indemnity Trust Agreement.*** If the Borrower elects to pledge cash to the Issuer in order to secure its indemnification obligation to the Issuer Indemnified Parties, a form of Indemnity Trust Agreement substantially similar to Exhibit B attached hereto should be utilized. The Loan Agreement should also contain a representation and warranty from the Borrower substantially similar to the following:

The Borrower shall execute an Indemnity Trust Agreement in form and substance satisfactory to the Issuer for the purpose of securing the Borrower's obligation to indemnify the Issuer Indemnified Parties.

Section 4.07. Limitation Of Liability. The Loan Agreement should set forth the limitation of the Issuer's liability in substance substantially similar to the following:

(a) ***Reliance by Issuer on Facts or Certificates.*** Anything in this Loan Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by [the Guarantor,] the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(b) ***Immunity of Issuer's Directors, Officers, Counsel, Advisors, and Agents.*** No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Loan Agreement, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any

obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any Issuer Indemnified Party, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any Issuer Indemnified Party, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with [the Guarantor,] the Borrower or the Trustee to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Issuer Indemnified Party is, by the execution of the Bonds, this Loan Agreement, and the other Issuer Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Loan Agreement, and the other Issuer Documents, expressly waived and released.

(c) ***No Pecuniary Liability of Issuer.*** No agreements or provisions contained herein, nor any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, [remarketing], and/or delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Bonds and their application as provided in the Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Loan Agreement, or the Indenture, or in any document executed by the Issuer in connection with the Project or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent that the same can be paid or recovered from the revenues pledged for the payment of the Bonds or other revenues derived under this Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the revenues pledged in the Indenture for the payment of the Bonds or other revenue derived under this Loan Agreement. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against its general credit. In making the agreements, provisions, and covenants set forth in this Loan Agreement, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in the Indenture for the payment of the Bonds or other revenues derived under this Loan Agreement or the Indenture.

(d) ***No Warranty by Issuer.*** The Borrower recognizes that, because the components of the Project [if and when acquired] have been and are to be designated [and selected by it] THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROJECT [AND ANY ADDITIONAL PROJECT], IF AND WHEN ACQUIRED, OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE

LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT, ANY ADDITIONAL PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT, ANY ADDITIONAL PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.08. Issuer's Performance Covenants. Each Loan Agreement should include provisions substantially similar to the following:

Issuer's Performance. The Issuer shall have no liability or obligation with respect to the payment of the purchase price of the Bonds. None of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless payable from the revenues pledged under the Indenture, or the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby. The Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or provided by the Trustee or the Borrower. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions expressly contained in this Loan Agreement, the Indenture, in any and every Bond executed, authenticated, and delivered under the Indenture; provided, however, that (i) the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by [the Guarantor,] the Borrower or the Trustee, and (ii) the Issuer shall have received the instrument to be executed.

Section 4.09. Survival. The Loan Agreement's provision dealing with the termination or expiration thereof should include a provision substantially similar to the following:

Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of [the Note and] this Loan Agreement, all provisions in this Loan Agreement concerning (1) the tax-exempt status of the Bonds (including, but not limited to, provisions concerning Rebate), (2) the interpretation of this Loan Agreement, (3) the governing law, (4) the

forum for resolving disputes, (5) the Issuer's right to rely on facts or certificates, (6) the indemnity of the Issuer Indemnified Parties from liability, and (7) the Issuer's lack of pecuniary liability shall survive and remain in full force and effect.

Section 4.10. Third Party Beneficiaries. Each Loan Agreement should include a provision substantially similar to the following:

Each of the Issuer Indemnified Parties, other than the Issuer, are intended third party beneficiaries of this Loan Agreement. Nothing in this Loan Agreement shall confer any right upon any person other than parties hereto, and those specifically designated as third party beneficiaries of this Loan Agreement.

Section 4.11. Additional Covenants And Conditions. Each Loan Agreement should also contain particular covenants, representations, warranties, and/or conditions which require that the Borrower:

- (a) have an obligation to continue its existence and qualifications;
- (b) be limited in its ability to transfer the Project or substantially all of its assets;
- (c) be limited in its ability to sell, lease, or otherwise dispose of the Project in whole or part;
- (d) specify when the Project will be completed and that the Borrower will be responsible for any cost overruns associated with the Project;
- (e) have an obligation to file all required Uniform Commercial Code Financing Statements and Continuation Statements;
- (f) will not have the ability to modify the Project in any manner which would jeopardize the tax-exempt status of the Bonds or the Project's qualification under Arizona Revised Statutes Section 35-701(8);
- (g) agree that the payment under the Loan Agreement shall be a net return to the Issuer over and above any taxes or charges of any nature whatsoever which may currently or hereafter be imposed on the receipts of the Issuer under the Loan Agreement;
- (h) pay, when due, all costs and expenses incurred in connection with the Bonds or the Project not paid from the Cost of Issuance Fund, including, without limitation, each and all of the following:
 - (i) all indemnity payments;
 - (ii) all expenses incurred by the Issuer in connection with the Project, the Bonds, the Indenture, or any of the Borrower Documents, including, without limitation, its attorneys' fees and expenses and its advisors' fees and expenses;

- (iii) the fees and expenses of the Arbitrage Rebate Consultant; and
- (iv) an annual Administration Fee to be collected semi-annually by the Trustee and paid to the Issuer in equal installments on each Interest Payment Date.

Section 4.12. Remedies. Each Loan Agreement should contain particular covenants substantially similar to the following:

(a) ***Exercise of the Issuer's Remedies.*** Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Issuer under this Article, upon notice as required to the Issuer. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture. If the Trustee is not enforcing the Issuer's rights in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer, then the Issuer may, without the consent of the Trustee, take whatever action at law or in equity may appear necessary or appropriate to enforce the Issuer's Unassigned Rights and to collect all sums then due and thereafter to become due to the Issuer under this Agreement.

(b) ***Disposition of Funds.*** Any amounts collected pursuant to action taken under Section ___ of the Loan Agreement [dealing with the application of funds in a default situation] (other than sums collected for the Issuer on account of the Issuer's Unassigned Rights which sums shall be paid directly to the Issuer) shall be applied in accordance with the provisions of the Indenture.

ARTICLE V

DEED OF TRUST

If a Deed of Trust is used to secure a Borrower's obligation to pay under the terms of the Loan Agreement, then the Issuer would prefer that the parties to the Deed of Trust be limited to the Borrower, the Bond Trustee, and the Deed of Trust trustees, and, thereby, exclude the Issuer as a party to the Deed of Trust. If the structure of the transaction, for one reason or another, demands that the Issuer be a party to the Deed of Trust, then the Issuer's requirements shall apply. Specifically, under the terms of the Deed of Trust, the Borrower may be referred to as the "Trustor," the Issuer may be referred to as the "Beneficiary," and the Trustee or its agent may be referred to as the "Trustee."

Each Deed of Trust which includes the Issuer as Beneficiary should include a provision substantially similar to the following:

(a) Neither the Beneficiary nor the Trustee shall be under any obligation to institute or conduct any proceedings to realize on the Trust Property, to take any action regarding any activity or condition on the Trust Property, or to exercise any remedy provided for or described herein upon the occurrence of any Event of Default if the Trustee or the Beneficiary, after investigation, reasonably determines that to do so may expose the Trustee or the Beneficiary to the risk of liability under any federal, state, or

local law, regulation, or requirement now or hereafter in effect relating to human health or safety, or the protection of the environment (hereinafter each of the foregoing are individually and collectively referred to as “Environmental Law”). Such investigation shall constitute no active participation in any activity or condition on the Trust Property. Failure to exercise any remedy provided for or described herein shall not waive the authority of the Trustee or the Beneficiary to exercise such remedy at its discretion at a later time.

(b) To Trustor’s knowledge, after appropriate investigation, and except as otherwise disclosed on Exhibit “____,” attached hereto and incorporated herein by this reference, Trustor represents and warrants that (i) the operations of Trustor and any of its employees, agents, tenants, or lessees on the Trust Property and the Trust Property are and at all times have been in compliance in all material respects, including having all necessary permits, registrations, and authorizations, with any applicable Environmental Law since their respective effective dates; (ii) none of the operations of Trustor, its agents, employees, tenants, lessees on the Trust Property, or the Trust Property is subject to any judicial or administrative proceeding of any kind alleging the violation or potential violation of any Environmental Law; (iii) none of the operations of Trustor, its employees, agents, tenants, or lessees on the Trust Property or the Trust Property is the subject of any federal, state, or local investigation, or threatened investigation, including an investigation conducted by a nongovernmental authority, evaluating the nature and extent of any contamination or whether any remedial or removal action is needed to respond to a Release (as that term is defined in 42 U.S.C. Section 9601(22)) or threatened Release of any hazardous or toxic waste, substance, pollutant, or contaminant, as those terms are defined or described under any Environmental Law (each of the foregoing are individually and collectively referred to as a “Hazardous Substance”) into the environment; (iv) Trustor, including its employees, agents, tenants, and lessees, has not filed any notice under any Environmental Law indicating past or present generation, transportation, use, treatment, storage, or disposal of a Hazardous Substance on or about the Trust Property; (v) Trustor, including its employees, agents, tenants, and lessees, has no material contingent liability in connection with any Release or threatened Release on, in, under, or from the Trust Property of any Hazardous Substance into the environment; and (vi) there has been no Release or threatened Release of any Hazardous Substance on, in, under, or from any of the Trust Property, which has not been remedied or removed in compliance with, or otherwise has not been in violation of any Environmental Law.

(c) Trustor shall indemnify and save and hold Beneficiary, its past, present, and future directors, officers, counsel, advisors, and agents and Maricopa County, Arizona, and its past, present, and future members of the County Supervisors, its employees and agents (hereinafter each is individually referred to as an “Indemnified Party” and all are collectively referred to as “Indemnified Parties”) and their successors and assigns harmless for, from, and against all claims, liabilities, proceedings, suits, losses, damages (including, without limitation, punitive damages), judgments and environmental response and cleanup costs (including without limitation, any cleanup costs voluntarily incurred by Beneficiary or Trustee), fines, penalties, and expenses (including, without limitation, reasonable counsels’ fees, costs and expenses incurred in investigating and defending against the assertion of any such liabilities, regardless of

their merit) (collectively, "Losses"), which may be asserted against, sustained, suffered or incurred by any Indemnified Party or their successors and assigns because of the existence or presence of any Hazardous Substance, or arising from any violation or threatened violation of any Environmental Law. This indemnity shall include, without limitation, claims asserted by any federal, state, or local governmental agency or any private party and shall continue in effect following any foreclosure or other realization upon the security by the Beneficiary or its successors and assigns, or any conveyance in lieu of such foreclosure or other realization. This Section intends to provide indemnification to each Indemnified Party for his or her active or passive negligence or misconduct; provided, however, nothing in this Section _____ shall be deemed to provide indemnification to any Indemnified Party with respect to any Losses arising from the fraud, gross negligence or willful misconduct of such Indemnified Party.

As set forth above, all Deeds of Trust require the Borrower or Trustor to append an Exhibit thereto, in which the Borrower or Trustor recites all environmental concerns associated with the ownership, operation, and maintenance of the Trust Property. The following is designed to act as a sample form raising the type of issues the Issuer would like to see addressed in such an Exhibit to the extent applicable:

(a) Trustor is subject to various recurring routine inspections and investigations by governmental entities for the purpose of monitoring compliance with environmental, health, and safety statutes and regulations.

(b) Trustor has filed all notices required by the Community Right-to-Know Act and the OSHA Hazard Communication standards. Routine notices of the storage of Tier-2 quantities of certain substances have been filed with the Environmental Protection Agency and various local emergency authorities in order to provide information as to materials located on Trustor Properties in the event of an emergency. Such materials include _____.

(c) Trustor has filed all notices required under applicable federal and state laws concerning the use, storage and disposal of radioactive materials used in the ordinary course of Trustor's operations.

(d) Trustor has from time to time encountered asbestos in certain of its structures, including, without limitation, _____. Trustor contracts with independent contractors for the removal or encapsulation of such asbestos, and the contractor is required by contract to comply with and to file all notices required under all state and federal laws applicable to the removal, encapsulation, handling, and disposal of asbestos. Trustor has no information that such contractors have not been in compliance with all such state and federal laws and/or that all necessary notices have not been filed.

(e) Trustor provides manifests on a routine basis to the Arizona Department of Environmental Quality ("DEQ") with respect to all shipments from its properties of hazardous wastes with respect to which the filing of manifests is required under state law,

and submits annual reports to DEQ with respect to the generation of hazardous waste as required under state law (“EPA Reports”).

ARTICLE VI

GUARANTY

Section 6.01. Indemnification By Guarantor. The Guaranty should contain provisions in a form substantially similar to the following:

(a) The Guarantor agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to this [name of document] [the Prior Bonds,] the Bonds, the Loan, the Loan Agreement, the Project, [the Deed of Trust, the Regulatory Agreement,] the Indenture, or any document related to the issuance and sale [and/or remarketing] of the Bonds, [and/or the sale, refunding, and/or redeeming of the Prior Bonds] including, but not limited to, the following:

(i) Any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or any part thereof;

(ii) Violation of any agreement, covenant, or condition of any of the Borrower Documents;

(iii) Violation of any agreement, contract, or restriction relating to the Project;

(iv) Violation of any law, ordinance, or regulation affecting the Project or any part thereof or the ownership, occupancy, or use thereof;

(v) The issuance and sale [and/or remarketing] of the Bonds or any of them [or the sale, refunding, and/or redeeming of the Prior Bonds]; and

(vi) Any statement, information, or certificate furnished by or on behalf of the Borrower to the Issuer which is misleading, untrue, incomplete, or incorrect in any respect.

(b) The Guarantor also agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to [the Arizona Department of Commerce,] the Issuer or the County pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of [the Arizona Department of Commerce,] the Issuer or the County relating to the issuance of the Bonds or pertaining to the financial condition of the Borrower or the Guarantor which, if known to (the Original Purchaser in a Private Placement or the Underwriters and the investors initially purchasing the Bonds from the

Underwriter in a Public Offering) of the Bonds, might be considered a factor in such Person's decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Issuer with indemnification for the Issuer's omissions or misstatements contained in the Official Statement [Placement Memorandum] under the captions "THE ISSUER" or ["LITIGATION" "NO LITIGATION"], as it relates to the Issuer.

(c) Paragraphs (a) and (b) above are intended to provide indemnification to each Issuer Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in paragraphs (a) and (b) above shall be deemed to provide indemnification to any Issuer Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Issuer Indemnified Party.

(d) Any party entitled to indemnification hereunder shall notify the Guarantor of the existence of any claim, demand, or other matter to which the Guarantor's indemnification obligation applies, and shall give the Guarantor a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Issuer Indemnified Party; provided that the Issuer Indemnified Party shall at all times also have the right to fully participate in the defense. If the Issuer Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Guarantor or if the Guarantor shall, after receiving notice of the Guarantor's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Issuer Indemnified Party, the Issuer Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Guarantor. The Guarantor shall be responsible for the reasonable counsel fees, costs, and expenses of the Issuer Indemnified Party in conducting its defense.

Section 6.02. Security For Indemnification By Guarantor. The Issuer may require that the Guarantor provide security for its obligation to indemnify the Issuer Indemnified Parties. This security has customarily taken two separate forms, each of which are acceptable to the Issuer. Traditionally, the indemnification obligation has been secured by either an Indemnity Letter of Credit or a pledge of cash under an Indemnity Trust Agreement.

(a) ***Indemnity Letter of Credit.*** If the Guarantor elects to secure its indemnification obligation to the Issuer Indemnified Parties with an Indemnity Letter of Credit, the Indemnity Letter of Credit should be in the form substantially similar to Exhibit A attached hereto and language substantially similar to the following should be included in the Guaranty:

Indemnity Letter of Credit. To secure the indemnification obligation of the Guarantor to the Issuer Indemnified Parties, the Guarantor shall obtain and maintain in full force and effect a commercial bank irrevocable letter of credit (the "Indemnity Letter of Credit") in favor of the Issuer.

(b) **Scope.** The Indemnity Letter of Credit shall provide for draws by the Issuer in an aggregate amount not to exceed \$50,000 to pay, as and when incurred, the Liabilities to the extent that (a) such Liabilities are either considered a deductible amount of the E& O Policy or not covered by the E & O Policy and (b) such Liabilities are otherwise subject to indemnification under Sections _____ (referring to paragraphs (a)-(d) in Section 6.01 of Article VI hereinabove).

(c) **Draw Mechanics.** Notwithstanding the above, the Issuer shall not make any draw against the Indemnity Letter of Credit unless and until (I)(A) the Issuer has first made a demand for payment of such amount on the Guarantor; (B) the Issuer has supplied documentation to support its demand for payment to the Guarantor; (C) the Guarantor has refused or failed to pay such demanded amount within 30 days of receipt of the demand and documentation referenced in (A) and (B) directly above; (D) the Issuer's board of directors has approved a resolution reciting that the above conditions (A) through (C) have been satisfied and that the Issuer is authorized to draw upon such Indemnity Letter of Credit; (E) the Issuer has delivered a copy of such resolution to the Guarantor and its counsel by overnight delivery or mail or telecopy so that it is received at least five Business Days before drawing upon the Indemnity Letter of Credit; and (F) the Guarantor has failed to pay the demanded amount within five Business Days of its receipt of the resolution; or (II) the Issuer has received notice that the Indemnity Letter of Credit will expire by its terms and a substitute Indemnity Letter of Credit has not been procured at least 15 days prior to the expiration of the existing Indemnity Letter of Credit.

(d) **Suspension; Revival.** The Guarantor's obligation to maintain the Indemnity Letter of Credit may be suspended beginning with and during any period in which the Issuer is insured by an E& O Policy providing coverage for claims arising under the Securities Acts, which E & O Policy does not require payment by the Issuer of any deductible amount. In order for the Guarantor to determine whether it is required to obtain and maintain the Indemnity Letter of Credit, the Issuer agrees to provide the Guarantor, in response to the Guarantor's written request, with a written representation, on or before the latter of (a) 15 days after the date of the Guarantor's written request or (b) 30 days prior to the expiration date of the Indemnity Letter of Credit, that (i) the Issuer does not have an E& O Policy providing coverage for claims arising under the Securities Acts or (ii) the Issuer's E& O Policy requires the Issuer to pay a deductible amount prior to the payment of any amount under such E & O Policy. The Issuer shall attach to its representation a copy of the E & O Policy, if any, currently in effect.

(e) **Termination.** The Guarantor's obligation to maintain the Indemnity Letter of Credit shall terminate upon the final payment of the Bonds; provided, however, that the Guarantor's obligation to maintain the Indemnity Letter of Credit in full force and effect shall continue after the final payment of the Bonds if any Person who is entitled to the benefit of the Indemnity Letter of Credit is then asserting a right to indemnification from the Guarantor under Sections _____ above (referring to paragraphs (a)-(d) in Section 6.01 of Article VI hereinabove) as a result of the existence of any Liabilities or is asserting a right to draw upon the Indemnity Letter of Credit in the manner set forth above. In which case, the obligation to provide the Indemnity Letter of Credit shall terminate when there no longer exists any Liabilities to which any of the

Indemnified Parties could seek indemnity, and no Person who is entitled to the benefit of the Indemnity Letter of Credit is asserting a right to draw upon the Indemnity Letter of Credit.

If the Issuer, in its sole and exclusive judgment, determines that security for the Guarantor's indemnity obligation is not currently required at the time of the issuance of the Bonds for any reason, then the following additional language should be inserted at the end of the lead-in paragraph above:

The Issuer acknowledges and agrees that although circumstances exist which would obligate the Guarantor to provide an Indemnity Letter of Credit, the Guarantor shall *not* be obligated to provide an Indemnity Letter of Credit on the date the Bonds are issued. If, at any time, during the term of this [NAME OF DOCUMENT]: (a) there occurs a change in the Issuer's E & O Policy which results in either a loss of Securities Acts coverage or a requirement that the Issuer pay an increased deductible amount; (b) a Person entitled to indemnification hereunder notifies the Guarantor of the existence of a claim, demand, or other matter to which the Guarantor's indemnification obligation applies; or (c) if, in the sole judgment of the Issuer, there occurs an adverse change in the financial condition of the Guarantor, then the Issuer may require, by the delivery of written notice, that the Guarantor obtain and maintain in full force and effect an Indemnity Letter of Credit with the terms specified herein and in a form and substance satisfactory to the Issuer. Within five Business Days of receipt by the Guarantor of written notice from the Issuer pursuant to this Section _____, the Guarantor shall deliver to the Issuer the Indemnity Letter of Credit.

(f) ***Indemnity Trust Agreement.*** If the Guarantor elects to pledge cash to the Issuer in order to secure its indemnification obligation to the Issuer Indemnified Parties, a form of Indemnity Trust Agreement substantially similar to Exhibit B attached hereto should be utilized. Further, the Guarantor should represent, warrant, and covenant in the Guaranty as follows:

The Guarantor agrees to execute an Indemnity Trust Agreement in form and substance satisfactory to the Issuer for the purpose of securing the Guarantor's obligation to indemnify the Issuer Indemnified Parties.

Section 6.03. Additional Covenants And Conditions. Each Guaranty should include additional covenants and conditions substantially similar to those set forth in the Loan Agreement, including, but not limited to, the following:

- (a) Reliance by the Issuer on facts or certificates;
- (b) Immunity of Issuer's directors, officers, counsel, advisors, and agents;
- (c) No pecuniary liability of the Issuer;

- (d) Issuer's performance covenants;
- (e) Survival; and
- (f) Third Party Beneficiaries.

ARTICLE VII

BOND PURCHASE [PLACEMENT] AGREEMENT

Section 7.01. Rule 15c2-12. Rule 15c2-12 of the Securities Exchange Act of 1934 defines the term "Issuer of Municipal Securities" to mean the governmental issuer specified in Section 3(a)(29) of the Securities Exchange Act and the issuer of any separate security, including a separate security as defined in Rule 3(b)-5(a) under the Securities Exchange Act of 1934. Since the Issuer only contributes information about itself contained in the Sections entitled "THE ISSUER" and ["LITIGATION" "NO LITIGATION"], the bulk of the information inserted into any disclosure document is provided by parties other than the Issuer, who should have responsibility for compliance with Rule 15c2-12.

In order to comply with Rule 15c2-12, the Bond Purchase Agreement should include covenants, representations, and warranties substantially similar to the following:

The Borrower acknowledges that the Issuer has furnished for inclusion in the Preliminary Official Statement and the Official Statement only the statements and information appearing therein under the captions entitled "THE ISSUER" and ["LITIGATION" "NO LITIGATION"], as it relates to the Issuer, and all other information contained in the Preliminary Official Statement and the Official Statement has been furnished by parties other than the Issuer, which other information has not been independently verified by the Issuer. Conditioned on the foregoing and the Borrower's prior approval of the form of the Preliminary Official Statement and the Official Statement, and the Borrower's consent to their distribution, the Issuer hereby consents to the Underwriter's use of the Preliminary Official Statement and the Official Statement in connection with the offer, sale, and distribution of the Bonds.

The Issuer's obligation to issue the Bonds shall be conditioned on the understanding that all opinions and certificates required under Section ___ hereof or otherwise required by the Rating Agency or any other rating agency providing a rating on the Bonds shall include the Issuer as an addressee or expressly allow for reliance thereon by the Issuer.

The Borrower hereby approves the forms of, and consents to and ratifies the Purchasers' [Underwriter's] lawful use of, the Preliminary Official Statement (which includes all Appendices thereto), dated _____, relating to the Bonds (the "Preliminary Official Statement") and the Official Statement (which includes all Appendices thereto), dated the date of this Bond Purchase Agreement (the "Official Statement") in connection with the offering and sale of the Bonds

and in connection with the “Blue Sky” qualifications described in Section _____ of this Bond Purchase Agreement.

Further, the Borrower:

(a) Covenants and agrees to cause reasonable quantities of the Official Statement to be delivered to the Purchasers [Underwriter], within seven Business Days of the date hereof and, in the event the Closing Date is less than seven Business Days after the date hereof, upon request of the Purchasers [Underwriter] in sufficient time to accompany any confirmation requesting payment from any customers of any Purchaser [Underwriter], provided that 10 copies of the Official Statement shall be executed on behalf of the Borrower by the authorized officer thereof;

(b) Represents and warrants that, if, after the date of this Bond Purchase [Placement] Agreement and until 90 days after the End of the Underwriting Period (within the meaning of the SEC Rule), any event shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to the Purchasers [Underwriter], not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Purchasers [Underwriter] (and for the purposes of this clause (b) to provide the Purchasers [Underwriter] with such information as they [it] may from time to time request), and to forthwith prepare and furnish a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a customer of any Purchaser [the Underwriter], be misleading or so that the Official Statement shall comply with law;

(c) Represents and warrants that, at the time of the Issuer’s and the Borrower’s acceptance hereof and (unless an event occurs in the nature described in paragraph (b) of this Section) at all times subsequent thereto during the period up to and including 90 days subsequent to the End of the Underwriting Period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(d) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (b) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including 90 days subsequent to the End of the Underwriting Period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

Unless otherwise notified in writing by the Purchasers [Underwriter] by the Closing Date, the Issuer and the Borrower can assume that the “End of the

Underwriting Period” for purposes of Rule 15c2-12 shall be the Closing Date. If such notice is so given in writing by the Purchasers [Underwriter], the Purchasers [Underwriter] agree(s) to notify the Issuer and the Borrower in writing following the occurrence of the “End of the Underwriting Period” as defined in Rule 15c2-12. The “End of the Underwriting Period” as used in this Bond Purchase Agreement shall mean the Closing Date or such later date as to which notice is given by the Purchasers [Underwriter] in accordance with the preceding sentence.

Section 7.02. Representations By Issuer In Public Offerings. In the absence of compelling reasons to the contrary, the Issuer will limit the representations it makes in Bond Purchase Agreements to provisions substantially similar to the following:

(a) The Issuer is a nonprofit corporation designated as a political subdivision of the State created and existing under the Constitution and laws of the State. The Issuer has the power and authority to carry out and consummate the transactions contemplated by the Indenture, [the Deed of Trust, the Regulatory Agreement,] the Loan Agreement, and this Bond Purchase Agreement (collectively, the “Issuer Documents”).

(b) The Issuer Documents have been duly authorized, and once executed and delivered by the Issuer, and, assuming due approval by the Arizona Attorney General [, the Arizona Department of Commerce,] and the County Supervisors and due authorization, execution, and delivery by the other parties thereto, will each be in full force and effect.

(c) To the best of the Issuer’s knowledge, there is no litigation pending directly against or threatened directly against the Issuer or any of its officers in their capacities as such to restrain or enjoin the issuance or sale of the Bonds or the execution and delivery of the Bonds or the Issuer Documents, or in any way affecting or questioning the authority for or the validity of the Bonds or the Issuer Documents, or the existence or power of the Issuer to use the proceeds from the sale of the Bonds to [finance/refinance] the costs of the Project described in the Loan Agreement or the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation.

(d) The Bonds, when delivered in accordance with the Indenture and paid for by the Underwriter on the Closing Date as provided herein, will have been duly authorized, executed, and delivered by the Issuer and will be valid and binding special limited obligations of the Issuer payable solely from the revenues and other property pledged and assigned for such payment as provided in the Indenture.

(e) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

(f) All meetings of the board of directors of the Issuer at which action was taken in connection with the Issuer Documents and the Bonds were duly and legally

called and held meetings, open to the public at all times, and notice of the time and place of each such meeting was given as required by law.

(g) The Issuer agrees to cooperate with the Underwriter and its counsel in an endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, the Issuer will not authorize the sale of the Bonds in any jurisdiction which requires the Issuer to qualify to transact business or consent to the service of process in any such jurisdictions, other than the State of Arizona.

The representations and warranties of the Issuer should not include that the “Bonds have been duly authorized, executed, and delivered by the Issuer.”

Section 7.03. Representations By Issuer In Private Placements. In the absence of compelling reasons to the contrary, the Issuer will limit the representations it makes in Bond Placement Agreements to provisions substantially similar to the following:

(a) The Issuer is a nonprofit corporation designated as a political subdivision of the State created and existing under the Constitution and laws of the State. The Issuer has the power and authority to carry out and consummate the transactions contemplated by the Indenture, [the Deed of Trust, the Regulatory Agreement,] the Loan Agreement, and this Bond Placement Agreement (collectively, the “Issuer Documents”).

(b) The Issuer Documents have been duly authorized, and once executed and delivered by the Issuer, and, assuming due approval by the Arizona Attorney General [, the Arizona Department of Commerce,] and the County Supervisors and due authorization, execution, and delivery by the other parties thereto, will each be in full force and effect.

(c) To the best of the Issuer’s knowledge, there is no litigation pending directly against or threatened directly against the Issuer or any of its officers in their capacities as such to restrain or enjoin the issuance or sale of the Bonds or the execution and delivery of the Bonds or the Issuer Documents, or in any way affecting or questioning the authority for or the validity of the Bonds or the Issuer Documents, or the existence or power of the Issuer to use the proceeds from the sale of the Bonds to [finance/refinance] the costs of the Project described in the Loan Agreement or the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation.

(d) The Bonds, when delivered in accordance with the Indenture and paid for by the Purchaser on the Closing Date as provided herein, will have been duly authorized, executed, and delivered by the Issuer and will be valid and binding special limited obligations of the Issuer payable solely from the revenues and other property pledged and assigned for such payment as provided in the Indenture.

(e) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

(f) All meetings of the board of directors of the Issuer at which action was taken in connection with the Issuer Documents and the Bonds were duly and legally called and held meetings, open to the public at all times, and notice of the time and place of each such meeting was given as required by law.

The representations and warranties of the Issuer should *not* include that the “Bonds have been duly authorized, executed, and delivered by the Issuer.”

Section 7.04. By Bond Purchaser In Private Placements. In the absence of compelling reasons to the contrary, the Issuer will require that purchasers of the Bonds through private placements execute Investor Letters substantially similar to Exhibit B attached hereto.

Section 7.05. Indemnification By Borrower. The Bond Purchase [Placement] Agreement shall contain covenants by the Borrower in substantially the following form:

(a) The Borrower agrees to pay, defend, protect, indemnify, and hold each of the Bond Counsel, the Special Tax Counsel, the Placement Agent [Underwriter], Placement Agent’s [Underwriter’s] counsel, Borrower’s counsel, the Trustee, Trustee’s counsel, the Issuer and its directors, officers, counsel, advisors and agents, Maricopa County, Arizona (the “County”), and the members of its Board of Supervisors, its employees and agents, and each person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (each an “Indemnified Party” and all collectively referred to herein as the “Indemnified Parties”) harmless for, from, and against any and all losses, causes of action (whether in contract, tort, or otherwise), claims, costs, damages, demands, judgments, liabilities, suits, and expenses (including, without limitation, reasonable costs of investigation, and attorneys’ fees and expenses) of every kind, character, and nature whatsoever (individually and collectively, the “Liabilities”) directly or indirectly arising from or relating to any untrue or misleading statement of a material fact contained in the Official Statement [Placement Memorandum] or alleged untrue or misleading statement or caused by any omission or alleged omission from the Official Statement [Placement Memorandum] of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) The Borrower further agrees to pay, defend, protect, indemnify, and hold each of the Issuer and its directors, officers, counsel, advisors and agents, and Maricopa County and the members of its Board of Supervisors and agents (each an “Issuer Indemnified Party” and collectively the “Issuer Indemnified Parties”) harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to [the Prior Bonds,] the Bonds, the Loan, the Loan Agreement, the Project, [the Deed of Trust, the Regulatory Agreement,] the Indenture, or any document related to the issuance and sale [and/or remarketing] of the Bonds, [and/or the sale, refunding, and/or redeeming of the Prior Bonds] including, but not limited to, the following:

(i) Any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or any part thereof;

(ii) Violation of any agreement, covenant, or condition of the Loan Agreement, [the Note, the Regulatory Agreement, the Deed of Trust,] [NAME OF ALL OTHER AGREEMENTS TO BE EXECUTED BY THE BORROWER] (collectively the "Borrower Documents");

(iii) Violation of any agreement, contract, or restriction relating to the Project;

(iv) Violation of any law, ordinance, or regulation affecting the Project or any part thereof or the ownership, occupancy, or use thereof;

(v) The issuance and sale [and/or remarketing] of the Bonds or any of them [or the sale, refunding, and/or redeeming of the Prior Bonds]; and

(vi) Any statement, information, or certificate furnished by the Borrower to the Issuer which is misleading, untrue, incomplete, or incorrect in any respect.

(c) The Borrower also agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to (a) any errors or omissions of any nature whatsoever contained in any legal proceedings or other official representation or inducement made by or to [the Arizona Department of Commerce,] the Issuer or the County pertaining to the Bonds, and (b) any fraud or misrepresentations or omissions contained in the proceedings of [the Arizona Department of Commerce,] the Issuer or the County relating to the issuance of the Bonds or pertaining to the financial condition of the Borrower which, if known to (the Original Purchaser in a Private Placement or the Underwriters and the investors initially purchasing the Bonds from the Underwriter in a Public Offering) of the Bonds, might be considered a factor in such Person's decision to purchase the Bonds; provided, however, nothing in this subsection shall be deemed to provide the Issuer with indemnification for the Issuer's omissions or misstatements contained in the Official Statement [Placement Memorandum] under the captions "THE ISSUER" or ["LITIGATION" "NO LITIGATION"], as it relates to the Issuer.

(d) Sections ___ and ___ (referring to paragraphs (a) and (b) above) intend to provide indemnification to each Issuer Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in Sections ___ and ___ (referring to paragraphs (b) and (c) above) shall be deemed to provide indemnification to any Issuer Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Issuer Indemnified Party.

(e) Any party entitled to indemnification hereunder shall notify the Borrower of the existence of any claim, demand, or other matter to which the Borrower's indemnification obligation applies, and shall give the Borrower a reasonable opportunity

to defend the same at its own expense and with counsel satisfactory to the Issuer Indemnified Party; provided that the Issuer Indemnified Party shall at all times also have the right to fully participate in the defense. If the Issuer Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Borrower or if the Borrower shall, after receiving notice of the Borrower's indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Issuer Indemnified Party, the Issuer Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Borrower. The Borrower shall be responsible for the reasonable counsel fees, costs, and expenses of the Issuer Indemnified Party in conducting its defense.

(f) The Indemnified Parties and the Issuer Indemnified Parties, other than the Issuer, shall be considered to be intended third party beneficiaries of this Bond Purchase [Placement] Agreement for purposes of Sections (referring to paragraphs (a)-(e) above). The provisions of Sections (referring to paragraphs (a)-(e)) shall be in addition to all liability which the Borrower may otherwise have and shall survive any termination of this Bond Purchase [Placement] Agreement the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

Section 7.06. Indemnification By Underwriter/Placement Agent. The Bond Purchase [Placement] Agreement shall contain language substantially similar to the following:

(a) The Underwriter [Placement Agent] agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to any untrue statement or alleged untrue statement contained in any preliminary or final Official Statement [Placement Memorandum], or any supplement thereto, or directly or indirectly arising from or relating to the omission or alleged omission to state therein a fact necessary to make the statements therein not misleading, so made or omitted negligently, intentionally, or in any other manner, which untrue statement or omission or the alleged untrue statement or omission was made in reliance upon information furnished therein by the Underwriter [Placement Agent] expressly for use therein.

(b) The Underwriter [Placement Agent] agrees to pay, defend, protect, indemnify, and hold each of the Issuer Indemnified Parties harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to the Underwriter's [Placement Agent's] violation of federal or state securities laws in the initial sale of the Bonds.

(c) Sections ___ and ___ (referring to paragraphs (a) and (b) above) intend to provide indemnification to each Issuer Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in Sections ___ and ___ (referring to paragraphs (a) and (b) above) shall be deemed to provide indemnification to

any Issuer Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence, or willful misconduct of such Issuer Indemnified Party.

(d) Any party entitled to indemnification hereunder shall notify the Underwriter [Placement Agent] of the existence of any claim, demand, or other matter to which the Underwriter's [Placement Agent's] indemnification obligation applies, and shall give the Underwriter [Placement Agent] a reasonable opportunity to defend the same at its own expense and with counsel satisfactory to the Issuer Indemnified Party; provided that the Issuer Indemnified Party shall at all times also have the right to fully participate in the defense. If the Issuer Indemnified Party is advised in an opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the Underwriter [Placement Agent] or if the Underwriter [Placement Agent] shall, after receiving notice of the Underwriter's [Placement Agent's] indemnification obligation and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to employ counsel for that purpose satisfactory to the Issuer Indemnified Party, the Issuer Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of, and at the risk of, the Underwriter [Placement Agent]. The Underwriter [Placement Agent] shall be responsible for the reasonable counsel fees, costs, and expenses of the Issuer Indemnified Party in conducting its defense.

(e) The Issuer Indemnified Parties, other than the Issuer, shall be considered to be intended third party beneficiaries of this Bond Purchase [Placement] Agreement for purposes of Section(s) _____ (referring to paragraphs (a)-(d) above). The provisions of Section(s) ____ (referring to paragraphs (a)-(d) shall be in addition to all liability which the Underwriter [Placement Agent] may otherwise have and shall survive any termination of this [NAME OF DOCUMENT], the offering and sale of the Bonds, and the payment or provision for payment of the Bonds.

ARTICLE VIII

PRELIMINARY/FINAL OFFICIAL STATEMENT; REMARKETING

Section 8.01. Description Of Issuer. The description of the Issuer in the Official Statement should, at a minimum, include provisions substantially similar to the following:

The Issuer is a nonprofit corporation designated as a political subdivision of the State of Arizona (the "State"). The Issuer was incorporated with the approval of Maricopa County, Arizona, (the "County") pursuant to the provisions of the Constitution of the State and the statute currently titled "Industrial Development Financing," Title 35, Chapter 5, Articles 1 through 5, Arizona Revised Statutes, as amended, (Sections 35-701 through 35-761, inclusive) (the "Act"). The Issuer has no taxing power. The Issuer does not have the power to pledge its general credit. The Issuer does not have the power to pledge the general credit or taxing power of the State or of any political subdivision thereof, including, but not limited to, the County.

The Issuer is empowered to issue its bonds to provide funds for [refunding its outstanding revenue bonds, including the Prior Bonds,] the financing or refinancing of the costs of the acquisition, construction, improvement, rehabilitation, or equipping of a “project,” as defined in the Act, including (INSERT DESCRIPTION OF PROJECT).

The Issuer is governed by a Board of Directors, presently consisting of nine members who are elected by the Board of Supervisors of the County. The Issuer does not employ any staff to carry out its functions; it contracts with independent third parties to do so.

Under the financing contemplated hereby, the Issuer has no obligations with respect to this financing after the issuance of the Bonds. All payments made pursuant to the Loan Agreement will be made directly [from draws on the Letter of Credit] to the Trustee for disbursement to the Bondholders. The Issuer neither has nor assumes responsibility for any information in this Official Statement, except for the information under this caption and the caption [“LITIGATION” “NO LITIGATION”] as it relates to the Issuer.

The Issuer would prefer that the members of its Board of Directors *not* be listed individually by name in the preliminary or final Official Statement.

Section 8.02. Environmental Liability. The Issuer may require that there be disclosure to the Original Purchasers of all Bonds, the fact that even though real property may be securing repayment of the Bonds, under certain circumstances, neither the Issuer nor the Trustee will be under any obligation to institute or conduct proceedings to realize on the Trust Property, as a result of the existence of potential environmental liability.

Section 8.03. Preparation And Use Of Official Statement.

(a) ***On the Cover of the Official Statement.*** The cover page of the Official Statement should include substantially the following provision:

The information set forth herein has been obtained from sources that are believed to be reliable, but it is not guaranteed as to accuracy and completeness, and is not to be construed as a representation by the Underwriter or by the Issuer (except for information furnished by the Issuer under the captions “THE ISSUER” and [“LITIGATION” “NO LITIGATION”], as it relates to the Issuer). The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in any of the information set forth herein since the date hereof.

(b) ***Final Section.*** The final section should include a provision substantially similar to the following:

OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS “THE ISSUER” AND [“LITIGATION” “NO LITIGATION”], AS IT RELATES TO THE ISSUER, NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (a) THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; (b) THE VALIDITY OF THE BONDS; OR (c) THE TAX STATUS OF THE INTEREST ON THE BONDS [OR THE PRIOR BONDS].

ARTICLE IX

MULTIFAMILY HOUSING

Section 9.01. Indenture. For Bonds to finance multifamily residential rental housing, it shall be the Trustee’s responsibility to monitor compliance with the provisions of any Regulatory Agreement or Land Use Restriction Agreement encumbering the Project.

Section 9.02. Regulatory Agreement Covenants. In absence of compelling reasons to the contrary, the Issuer will require that each Regulatory Agreement contain covenants substantially similar to the following:

(a) **Reports and Records.** The Borrower hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:

(i) The Borrower will maintain complete and accurate records pertaining to the Lower Income Units and will permit any duly authorized representative of the Issuer or the Trustee to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Lower Income Units. This Section is not intended to create any additional duties to inspect records.

(ii) On July 1, 20__, and on each July 1 thereafter, or at the time of lease renewal throughout the Qualified Project Period, the Borrower shall recertify each Lower Income Tenant’s income by obtaining a completed income certification in the form set forth in Exhibit “___” attached hereto. If the recertification demonstrates that any such tenant’s household income exceeds 140% of the applicable income limit, then the Borrower shall hold the next available unit or units of comparable or smaller size in the Project available for rental by new Lower Income Tenants.

(iii) Further, the Borrower shall immediately notify, in writing, each tenant who is no longer a Low Income Tenant of such fact, and that such tenant’s rent is subject to increase 30 days after receipt of such notice. The Borrower shall be entitled to increase any such tenant’s rent only if the Borrower complies with the applicable law related thereto and only after the Borrower has rented the next

available unit or units in the Project on a one-for-one basis to a Lower Income Tenant, or holds units vacant and available for occupancy by Lower Income Tenants. The Borrower agrees to inform all prospective Lower Income Tenants of the requirement for annual recertification of income and of the provisions of the procedure.

(b) The Borrower will prepare and submit to the Issuer and the Trustee on or before the first day of each January, April, July and October for each year during the Qualified Project Period commencing _____, 20__, a Continuing Program Compliance Certificate executed by the Borrower with Income Computation and Certifications or Recertifications in the forms attached hereto as Exhibits “___,” “___” and “___.”

(c) The Borrower hereby covenants to notify the Issuer and the Trustee, in writing of the occurrence of any Event of Default hereunder or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto. Such notice shall be given promptly and in no event more than 10 Business Days after the Borrower receives notice or gains knowledge of the occurrence of any such event. The Borrower further agrees that it will give prompt written notice to the Trustee if insurance proceeds or condemnation awards are received with respect to the Project and are not used to repair or replace the Project, which notice shall state the amount of such proceeds or award.

(d) A Regulatory Agreement compliance review shall be conducted annually by an independent entity or person acceptable to the Issuer and the Trustee who shall prepare a written report on or before August 1 of each year, commencing August 1, _____, which describes the procedures performed by such entity or person, and shall indicate whether, based on such procedures, the Borrower is and has been in compliance with the provisions of this Regulatory Agreement for the prior 12-month period ending on each June 30. The person or firm responsible for preparing the report discussed in the preceding sentence shall also report such findings orally at the Issuer’s Annual and Regular Meeting each August.

(e) **Consideration.** The Issuer has issued the Bonds to [provide funds to refund a portion of the Prior Bonds, the proceeds of which Prior Bonds were used to] finance the acquisition, construction and equipping of the Project. In consideration of the issuance of the Bonds by the Issuer, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein.

(f) **Reliance.** The Borrower hereby recognizes and agrees that the representations, warranties, covenants and agreements set forth herein may be relied upon by all persons interested in the legality and validity of the Bonds and in the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(g) ***Sale or Lease of Project.*** The Borrower will not sell, transfer, or otherwise dispose of the Project, or any portion thereof (other than for individual tenant's use as contemplated in this Regulatory Agreement), without obtaining the prior written consent of the Issuer which shall be given upon receipt by the Issuer and the Trustee of (a) reasonable evidence satisfactory to the Issuer and the Trustee that the Borrower's purchaser or transferee has assumed in writing and in full, the Borrower's duties and obligations under this Regulatory Agreement, (b) an opinion of counsel of the transferee that the transferee has duly assumed the obligations of the Borrower under this Regulatory Agreement and that such obligations and this Regulatory Agreement are binding on the transferee and (c) an opinion of Bond Counsel to the effect that (i) such sale will not cause interest on any of the Bonds to become subject to federal income taxation and (ii) such transaction has been effected in accordance with the provisions of this Regulatory Agreement, the Loan Agreement, and the Deed of Trust.

Any attempted sale, transfer or disposition which would cause or result in the violation of these covenants, provisions, reservations, restrictions, charges or easements shall be null and void and of no force or effect.

(h) ***No Compliance Duty.*** The Issuer, the Trustee and the Borrower hereby recognize and agree that neither the City of _____ nor Maricopa County, Arizona shall have any compliance duty under the terms and conditions of this Regulatory Agreement.

(i) ***The Trustee and the Issuer.*** The Trustee shall act as specifically provided herein and in the Indenture. The Trustee shall act as the agent of and on behalf of the Issuer where requested by the Issuer to do so, and, any act required to be performed by the Issuer as herein provided shall be deemed to have been taken and performed by the Trustee. The Trustee is entering into this Regulatory Agreement in its capacity as the Trustee under the Indenture, and the rights, powers, duties, and obligations of the Trustee in acting hereunder shall be subject to the provisions of the Indenture.

The Trustee shall be primarily responsible for reviewing and, if necessary, enforcing compliance by the Borrower of the terms of this Regulatory Agreement. The Issuer shall be secondarily responsible for reviewing and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement. The Issuer and the Trustee may, at all times, assume the Borrower's compliance with this Regulatory Agreement unless otherwise notified in writing by an entity or person performing the review of compliance of this Regulatory Agreement, the Trustee, the Issuer or unless any such party has actual knowledge of noncompliance. To the extent permitted by Section _____ of the Indenture, the Trustee can rely on the accuracy of any certificates, instruments, opinions or reports delivered to it by the Borrower and the person responsible for preparing the compliance review required by Sections _____ and _____ of the Loan Agreement. The Trustee shall continue to have responsibility under the terms of this Regulatory Agreement during the entire Qualified Project Period whether or not any Bonds remain outstanding. The Borrower shall have a continuing duty to pay the Trustee for its services during the entire Qualified Project Period whether or not the Bonds remain outstanding.

(j) **Modification of Special Tax Covenants.** The Borrower, the Trustee and the Issuer hereby agree as follows:

(i) To the extent any amendments to the Regulations [, the Prior Code,] or the Code shall, in the opinion of Bond Counsel, impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(ii) To the extent any amendments to the Regulations[, the Prior Code,] or the Code shall, in the opinion of Bond Counsel, impose requirements upon the ownership or operation of the Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only (x) by written amendment signed by the Issuer, the Trustee and the Borrower and (y) based on an opinion of Bond Counsel, that such amendment will not affect the exclusion from gross income for federal income tax purposes of interest on [the Prior Bonds or] the Bonds and that such amendment has been affected in accordance with the provisions of this Regulatory Agreement and the Indenture; provided, however, the parties hereto acknowledge that the Issuer has imposed certain requirements on the ownership or operation of the Project which are more restrictive than those imposed by the Act, the Treasury Regulations, or the Code, and, for that reason, any proposed amendment, modification, or supplement of this Regulatory Agreement which provides for less restrictive covenants than required by the Issuer, but permitted by law shall require the Issuer's consent which may be withheld for any reason.

(k) **Payment of Fees.** Notwithstanding payment of the Loan, the termination of the Loan Agreement, and the defeasance or discharge of the Indenture, throughout the term of the Qualified Project Period, the Borrower shall continue to pay:

(i) to the Trustee its reasonable fees and expenses for reviewing and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement;

(ii) to the Issuer reimbursement for all fees and expenses, including, but not limited to, advisory and legal fees and expenses necessary for the Issuer's reviewing and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement; and

(iii) The fees and expenses of the entity or person performing the review of the Borrower's compliance with this Regulatory Agreement in the manner specified by Section ___ of this Regulatory Agreement and Section _____ of the Loan Agreement.

Section 9.03. Loan Agreement Covenants. In the absence of compelling reasons to the contrary, the Issuer will require that each Loan Agreement contain covenants substantially similar to the following:

(a) ***Project Transfer Restrictions.*** The Borrower represents, warrants, and covenants:

It has not and will not sell, transfer, or otherwise dispose of the Project except as provided in this Loan Agreement and the Regulatory Agreement, and the Borrower hereby further agrees that any sale, transfer, or other disposition of the Project in violation hereof or thereof shall be null, void, and without effect, shall cause a reversion of title to the Borrower, and shall be ineffective to relieve the Borrower of its obligations under this Loan Agreement or Regulatory Agreement.

(b) ***Annual Reviews.*** At the sole expense of the Borrower, the Borrower shall cause a Regulatory Agreement compliance review to be conducted annually by an independent entity or person acceptable to the Issuer and the Trustee. The compliance review agent shall prepare a written report on or before August 1st of each year, commencing August 1, ____, which describes the procedures performed by such entity or person and shall indicate whether, based on such procedures, the Borrower is and has been in compliance with the provisions of the Regulatory Agreement for the prior 12-month period ending on each June 30. The person or firm responsible for preparing the report discussed in the preceding sentence shall also report such findings orally at the Issuer's Annual and Regular Meeting each August.

EXHIBIT A

**FORM OF INDEMNITY LETTER OF CREDIT
(date)**

The Industrial Development Authority of the County of Maricopa

No.: _____

Amount: U.S. \$50,000

c/o Maricopa County
County Administration Office
301 West Jefferson, 10th Floor
Phoenix, Arizona 85003

Attention: President

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

Ladies and Gentlemen:

At the request of _____ (the "Borrower/Guarantor") and for the account of same, we hereby open our Irrevocable Standby Letter of Credit No. _____ in your favor and authorize you to draw on us for a principal sum not exceeding Fifty Thousand and No/100 Dollars (\$50,000) in currency of the United States, on one or more drafts hereunder, made at any time or from time to time, after the date hereof, to and including our close of business on _____, 20__, at our office located at _____, or at any other office which may be designated by us from time to time by written notice to you, accompanied by the documents listed below:

1. Your sight draft drawn on us, with a reference thereon to the number of this Letter of Credit;
2. The original of this Letter of Credit; and
3. A certificate signed by an officer of The Industrial Development Authority of the County of Maricopa (the "Issuer") stating that: The Issuer, [OPTION NO. 1: pursuant to Section _____ of the Bond Purchase [Placement] Agreement dated as of _____, 20__, between the Issuer, _____ and _____,] [OPTION NO. 2: pursuant to Section ____ of that Loan Agreement, dated _____, 20__, between the Issuer, _____,] [OPTION NO. 3: INSERT NAME OF DOCUMENT AND PARTIES INCLUDING THE GUARANTOR AND THE DATE OF SUCH DOCUMENT,] is entitled to draw the amount requested in the sight draft accompanying this certification, as provided in such Section [Sections].

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the present or any future expiration date hereof, unless at least 60 days prior to such date we notify the Issuer and the (Borrower/Guarantor), in writing, by

certified mail at the above addresses that we elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Letters of Credit established by the International Chamber of Commerce Publication No. 400 (1983 Revision).

By: _____

Its: _____

EXHIBIT B

INDEMNITY TRUST AGREEMENT

THIS INDEMNITY TRUST AGREEMENT dated as of _____, 20__, is among the trustor; _____ [(the "Borrower")/(the "Guarantor")]; the beneficiary; THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA, an Arizona nonprofit corporation designated a political subdivision of the State of Arizona (the "Issuer"); and the trustee, _____, (the "Trustee").

W I T N E S E T H :

WHEREAS, the Issuer has historically been unable to obtain or maintain a Public Officials and Employees' Liability Policy, Municipal and Government Authorities' Errors and Omissions Liability Insurance Policy or a Directors' and Officers' Liability Insurance Policy (herein the three forms of insurance policy shall be collectively referred to as an "E & O Policy") providing coverage for claims arising under the Securities Act of 1933, the Securities Exchange Act of 1934 or the respective state securities or "blue sky" laws (hereinafter collectively referred to as the "Securities Acts"), which did not obligate the Issuer to pay a deductible amount prior to the payment of any amount to or for the benefit of the Issuer under any such E & O Policy;

[WHEREAS, the Issuer has obtained and there is currently in effect an E & O Policy with a \$_____ deductible;]

WHEREAS, pursuant to and in accordance with the provisions of Title 35, Chapter 5 of the Arizona Revised Statutes (the "Act"), and by a Resolution adopted by the Issuer on _____, 20__, (the "Resolution") and in furtherance of the purposes of the Act, the Issuer intends to issue The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__ (the "Bonds"), the proceeds of which will be lent by the Issuer to [the Borrower/_____(the "Borrower")] to [finance/refinance] a portion of the [acquisition, construction, improving, rehabilitating, or equipping] of _____, Arizona (which project together with the land on which it is located is hereinafter referred to as the "Project");

WHEREAS, the Bonds are being issued pursuant to an Indenture of Trust, dated as of _____, 20__, by and between the Issuer and the Trustee (the "Indenture");

WHEREAS, Issuer has imposed a number of conditions upon the issuance of the Bonds, including, but *not* limited to, requiring that the [Borrower/Guarantor] agree to:

- (i) Provide satisfactory indemnification for the Issuer and its past, present, and future directors, officers, counsel, advisors and agents and Maricopa County, Arizona (the "County"), its past, present, and future members of the Board of Supervisors, its employees and agents (individually each an "Issuer Indemnified Party" and all collectively the "Issuer Indemnified Parties"); and

- (ii) Provide security for its obligation to indemnify the Issuer Indemnified Parties in an amount of \$50,000;

WHEREAS, this Indemnity Trust Agreement is intended to serve as security for the [Borrower's/Guarantor's] obligation to indemnify the Issuer Indemnified Parties; and

WHEREAS, the parties hereto further intend this Indemnity Trust Agreement to provide the Issuer with a first position possessory lien over the principal of the Indemnity Reserve Fund established herein and to grant to the Issuer the power to withdraw funds from the Trust on terms and conditions specified herein.

NOW, THEREFORE, for and in consideration of the premises, the issuance of the Bonds, and the covenants and agreements of the parties hereinafter contained, the Issuer, the [Borrower/Guarantor] and the Trustee do hereby agree and covenant as follows:

ARTICLE I

TRUST FUND

Section 1.1 Creation of Indemnity Reserve Fund. There is hereby created with the Trustee a trust fund referred to as the "Indemnity Reserve Fund - _____ Project" (hereinafter the "Indemnity Reserve Fund").

[OPTION NO. 1:

Section 1.2 Deposits into Indemnity Reserve Fund. The [Borrower/Guarantor] shall deposit the sum of \$50,000 into the Indemnity Reserve Fund on _____, 20__, to be held in trust by the Trustee.]

[OPTION NO. 2:

Section 1.2 Deposits into Indemnity Reserve Fund. The Issuer acknowledges and agrees that the [Borrower/Guarantor] shall not be required to fund the Indemnity Reserve Fund at the time the Bonds are issued. If, at any time during the term of this Indemnity Trust Agreement, (a) there occurs a change in the Issuer's E & O coverage which either results in a loss of Securities Act coverage or a requirement that the Issuer pay an increased deductible amount; (b) an Issuer Indemnified Party notifies the [Borrower/Guarantor] of the existence of a claim, demand, or other matter to which the [Borrower's/Guarantor's] indemnification obligations under Section ___ of the [Bond Purchase [Placement] Agreement, Section ___ of the Agreement/NAME OF GUARANTY DOCUMENT] (as defined in the Indenture) or Section 3.7 hereof would apply; or (c) in the sole judgment of the Issuer, there occurs an adverse change in the financial condition of the [Borrower/Guarantor], then the Issuer may require, by delivery of written notice to the [Borrower/Guarantor], (x) requesting that the [Borrower/Guarantor] provide an opinion of counsel that the [Borrower/Guarantor] is able to provide the Trustee with funds which could not be subject to a preference claim if the [Borrower/Guarantor] were to file bankruptcy (the "Preference Opinion") and (y) specifying the amount of funds the Issuer requires the [Borrower/Guarantor] to deposit in the Indemnity Reserve Fund. The [Borrower/Guarantor] shall have an obligation to deliver the Preference Opinion and to deposit funds, within five

Business Days after receipt of written notice from the Issuer requesting that the [Borrower/Guarantor] take such action. The [Borrower/Guarantor] agrees that the Issuer may send one or more notices requesting that the [Borrower/Guarantor] deposit funds into the Indemnity Reserve Fund.]

Section 1.3 Earnings. So long as no draws have been requested under Section 1.5 hereof, all Indemnity Reserve Fund earnings shall be paid to the [Borrower/Guarantor] on a quarterly basis or, at the option of the Trustee, on a more frequent basis. If a draw has been requested under Section 1.5 hereof, then earnings shall be retained in the Indemnity Reserve Fund until such time as the Trustee receives notice from the Issuer that no further draws are anticipated against the Indemnity Reserve Fund.

Section 1.4 Investment of Fund. Any moneys held as a part of the Indemnity Reserve Fund shall be invested or reinvested by the Trustee, with notice to and in the name of the Issuer, upon direction in writing by the [Borrower/Guarantor] [OPTION NO. 1: in any account maintained by the Trustee and fully insured by the Federal Deposit Insurance Corporation or any successor thereto.] [OPTION NO. 2: in any Permitted Investment (as defined in the Indenture); provided, however the Trustee shall *not* be permitted to commingle the funds held in the Indemnity Reserve Fund with any other funds.]

Section 1.5 Issuer's Right to Withdraw. The Issuer shall have the right to withdraw all or a portion of the Indemnity Reserve Fund, provided that it first provides the Trustee with a certificate signed by a duly authorized officer of the Issuer stating that:

- a. The Issuer has previously requested that the [Borrower/Guarantor] honor its obligation to indemnify one or all of the Issuer Indemnified Parties in accordance with Section ___ of the [Bond Purchase [Placement] Agreement, Section ___ of the Agreement/NAME OF GUARANTY DOCUMENT] (as defined in the Indenture) and Section 3.7 hereof, or has demanded that the [Borrower/Guarantor] pay the amount requested;
- b. The Issuer has supplied documentation to the [Borrower/Guarantor] to support its demand, set forth in subsection (a) above;
- c. The [Borrower/Guarantor] has failed to honor the demand, set forth in subsection (a) above, within 30 days of the receipt of the documentation, set forth in subsection (b) above;
- d. The Issuer's Board of Directors has approved a resolution reciting that the conditions set forth in subsections (a) - (c) have been satisfied and that the Issuer is authorized to make a withdrawal from the Indemnity Reserve Fund;
- e. The Issuer has delivered a copy of the resolution required by subsection (d) to the [Borrower/Guarantor] by hand-delivery, facsimile transfer, telecopy, or overnight courier so that it will be received by the [Borrower/Guarantor] at least five Business Days before the Issuer makes a withdrawal from the Indemnity Reserve Fund; and

f. The [Borrower/Guarantor] has failed to honor the demand, set forth in subsection (a), within five Business Days of its receipt of the resolution set forth in subsection (d) above.

Section 1.6 Obligation to Replenish or Make Additions to the Indemnity Reserve Fund. The [Borrower/Guarantor] agrees to maintain the principal amount held in the Indemnity Reserve Fund in an amount required by the Issuer, but in no event in excess of \$50,000.00. However, such sum may be reduced to be an amount equivalent to the deductible which applies to the Issuer's existing E & O Policy, provided that the Issuer consents to any such reduction in writing. If the Issuer withdraws all or a portion of the principal from the Indemnity Reserve Fund, the [Borrower/Guarantor] agrees to replenish into the Indemnity Reserve Fund an amount equal to the amount withdrawn within 10 Business Days of receipt of written notice from the Issuer or the Trustee of the Issuer's withdrawal.

ARTICLE II

SECURITY INTEREST

Section 2.1 First-Position Possessory Lien. The Trustee shall be deemed to be the bailee of the Issuer with respect to the funds on deposit in the Fund established in Article I for purposes of Arizona Revised Statutes Section 47-9305, and the parties hereto hereby acknowledge the Issuer's first-position perfected security interest therein.

Section 2.2 Further Assurance. The [Borrower/Guarantor] covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered by any party within its control, including itself, such instruments supplemental hereto and such further acts, instruments, and transfers as the Issuer or Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Issuer and the Trustee, the Issuer's first-position security interest in and to the funds held within the Indemnity Reserve Fund.

ARTICLE III

TRUSTEE'S DUTIES AND RESPONSIBILITIES

Section 3.1 Standard of Care. The Trustee shall be subject to the standard of care and performance required by Arizona Revised Statutes Section 14-7302, as amended from time to time, with regard to the Indemnity Reserve Fund, provided, however, that:

a. No provision of this Indemnity Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its negligent failure to act or its own willful misconduct or breach of trust;

b. The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

c. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with investment directions of the [Borrower/Guarantor] or the instructions, certificates, resolutions, called for under this Indemnity Trust Agreement.

Section 3.2 Authentication. The Trustee shall be entitled to establish such procedures and require such documentations and authentications as may be reasonable and prudent under the circumstances, and the Trustee shall be entitled to rely upon the authenticity of the truth of the statements and the correctness of the opinions expressed in any opinion, notice, resolution, direction, or certificate believed by it to be genuine and to have been signed, affixed or presented by the proper party or parties.

Section 3.3 Legal Actions. The Trustee shall not be required to take, defend or appear in any legal action or proceeding under this Indemnity Trust Agreement, or to exercise any of the powers hereof unless it shall be adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby.

Section 3.4 Resignation or Removal. The Trustee may at any time resign as such by giving 30 days written notice to the Issuer and the [Borrower/Guarantor]. Provided that the Issuer has given its prior consent, which shall not be unreasonably withheld, the [Borrower/Guarantor] shall be entitled to select a successor Trustee who shall have all the same trusts, rights, powers, duties and obligations as though originally named. Similarly, with consent of the Issuer, the [Borrower/Guarantor] may, upon 30 days written notice, remove the Trustee, with or without cause. Any successor Trustee shall be a corporate entity, independent of the parties, and qualified to act as such under Arizona law. No resignation or removal shall be effective until the successor Trustee shall have accepted its appointment.

Section 3.5 Merger of Trustee; Sale of Trust Business. Any bank, company, or corporation with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or any company resulting from any merger, conversion, or consolidation to which Trustee 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 the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 3.6 Expenses. In consideration of the services rendered by the Trustee under this Indemnity Trust Agreement, the [Borrower/Guarantor] agrees to and shall, in arrears, promptly pay to the Trustee upon presentation of its statement, its proper fees and expenses hereunder, and the Trustee shall have no lien whatsoever against any of the principal in the Indemnity Reserve Fund for the payment of such fees and expenses, but shall have a lien upon all earnings to secure payment of its fees and expenses.

Section 3.7 Indemnification. In addition to the indemnifications required by the Bond Purchase [Placement] Agreement relating to the Bonds and the Agreement/NAME OF GUARANTY DOCUMENT], the [Borrower/Guarantor] agrees to pay, protect, defend, indemnify, and hold each of the Issuer Indemnified Parties and Trustee harmless for, from, and against any and all Liabilities directly or indirectly arising from or relating to the execution, delivery, and performance of this Indemnity Trust Agreement; provided that the

[Borrower/Guarantor] does not hereby indemnify the Trustee against its own negligence, active or passive, or willful misconduct or breach of trust, and in no event shall the [Borrower/Guarantor] be liable to any other person other than the Issuer Indemnified Parties and the Trustee by reason of this indemnity.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Suspension; Termination. The [Borrower's/Guarantor's] obligation to maintain the Indemnity Reserve Fund under this Indemnity Trust Agreement may be suspended beginning with and during any period in which the Issuer is insured by an E&O Policy providing coverage for claims arising under the Securities Act, which E&O Policy does not require the payment by the Issuer of any deductible amount. In order for the [Borrower/Guarantor] to determine whether it is required to maintain the Indemnity Reserve Fund, the Issuer agrees to provide the [Borrower/Guarantor], in response to the [Borrower's/Guarantor's] written request, with a written representation within 15 days of the date of the [Borrower's/Guarantor's] written request that the Issuer (a) does not have an E&O Policy providing coverage for claims arising under the Securities Act, or (b) the E&O Policy requires the Issuer to pay a deductible prior to the payment of any amount under such E&O Policy. The Issuer shall attach to its representation a copy of the E&O Policy, if any, currently in effect. This Indemnity Trust Agreement shall terminate on [the latter of (a) the expiration of the Qualified Project Period or (b)] the final payment of the Bonds; provided, however, the [Borrower's/Guarantor's] obligation to maintain the Indemnity Reserve Fund shall continue after [the expiration of the Qualified Project Period or] the final payment of the Bonds if any Person who is entitled to the benefit of this Indemnity Trust Agreement is then asserting a right to indemnification from the [Borrower/Guarantor] under Section ____ of the [Bond Purchase [Placement] Agreement, Section ____ of the Agreement/NAME OF GUARANTY DOCUMENT] or Section 3.7 hereof as a result of the existence of any Liabilities or is asserting a right to draw upon the Indemnity Reserve Fund in the manner set forth above. In which case, the obligation to maintain the Indemnity Reserve Fund shall terminate when there no longer exists any Liabilities to which any of the Issuer Indemnified Parties could seek indemnity.

Section 4.2 Definitions. Terms with their initial letters capitalized used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Section 4.3. Notice of A.R.S. Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts in the nature of this Indemnity Trust Agreement under the laws of the State of Arizona.

Section 4.4. Reliance on Facts or Certificates. Anything in this Indemnity Trust Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by any other person as to the existence of any facts or state of affairs required hereunder to be noticed by the Issuer.

Section 4.5. Immunity; Release; Waiver - Immunity of Issuer's Directors, Officers, Counsel, Advisors, and Agents. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Indemnity Trust Agreement or any other agreement, instrument, or certificate executed in connection with this Indemnity Trust Agreement against any Issuer Indemnified Party, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to or be incurred by any Issuer Indemnified Party, either directly or indirectly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer or any of the foregoing to be implied therefrom as supplemental hereto and thereto, and that all personal liability of that character against each and every Issuer Indemnified Party is, by the execution of this Indemnity Trust Agreement, and, in consideration for the Issuer's execution of this Indemnity Trust Agreement, expressly waived and released.

Section 4.6. Pecuniary Liability of the Issuer. No agreements nor provisions contained herein nor in any agreement, covenant, or undertaking by the Issuer shall give rise to any pecuniary liability of the Issuer or a charge against its general credit or shall it obligate the Issuer financially in any way. No failure of the Issuer to comply with any term, covenant, or agreement contained in this Indemnity Trust Agreement or in any agreement, instrument, or certificate executed by the Issuer in connection with this Indemnity Trust Agreement shall subject the Issuer to liability to any claim for damages, costs, or other financial or pecuniary liability. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no cost, expenses, or other monetary relief shall be recoverable from the Issuer. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of the Constitutional or statutory limitation.

Section 4.7. Further Assurances and Corrective Instruments. The parties to this Indemnity Trust Agreement will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required for the carrying out of the intention of or facilitating the performance of this Indemnity Trust Agreement.

Section 4.8. Compliance with Applicable Laws. The parties hereto shall use reasonable efforts to comply with all applicable federal and state laws, rules, and regulations.

Section 4.9. Governing Laws. This Indemnity Trust Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Any action brought to enforce or interpret the terms of this Indemnity Trust Agreement shall be litigated in the Superior Court of the State of Arizona in and for the County of Maricopa.

Section 4.10. Waiver of Jury Trial. On behalf of themselves and successors or assigns, the parties hereto irrevocably and unconditionally waive trial by jury in any legal action or proceeding related to the interpretation or enforcement of this Indemnity Trust Agreement.

Section 4.11. Notice. All notices, demands, and other communications to be given are delivered pursuant to this Indemnity Trust Agreement shall be in writing, and shall be deemed to have been given after: (a) personal delivery; (b) one business day from the transmission by facsimile; or (c) three business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the party to whom notice is being given. The initial Notice Addresses are as follows:

- (1) If to the County:

Ms. Fran McCarroll, Clerk
Maricopa County Board of Supervisors
301 West Jefferson Avenue, 10th Floor
Phoenix, AZ 85003
Telephone: (602) 506-3766
Facsimile: (602) 506-5997

- (2) If to the Issuer:

The Industrial Development Authority of the County of Maricopa
Attention: President
c/o Maricopa County
County Administration Office
301 West Jefferson, 10th Floor
Phoenix, Arizona 85003
Telephone: (602) 506-1888
Facsimile: (602) 257-9582

- (3) If to the [Borrower/Guarantor]:

Telephone: _____
Facsimile: _____

- (4) If to Trustee:

Telephone: _____
Facsimile: _____

Section 4.12. Rules of Construction. For purposes of this Indemnity Trust Agreement, except as otherwise expressly provided or unless the context of this Indemnity Trust Agreement requires otherwise:

a. **References.** The words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Indemnity Trust Agreement and not solely to the particular portion hereof in which any such word is used. All references herein to particular “Articles,” “Sections,” “Subsections,” “paragraphs,” or “sentences” are references to Articles, Sections, Subsections, paragraphs, or sentences of this Indemnity Trust Agreement.

b. **Pronouns.** All pronouns used in this Indemnity Trust Agreement shall be deemed to include masculine, feminine, and neuter, and the plural shall be deemed to include the singular and the singular the plural whenever necessary or appropriate to effect the intent of this Indemnity Trust Agreement.

c. **Accounting Terms.** All accounting terms not otherwise defined herein have the meaning assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

d. **Counterparts.** This Indemnity Trust Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

e. **Headings.** The subject headings included in this Indemnity Trust Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

f. **Incorporation of Definitions and Recitals.** The parties hereto acknowledge the accuracy of the definitions and recitals set forth in this Indemnity Trust Agreement and incorporate the same herein.

g. **Merger.** All prior and contemporaneous agreements, statements, and understandings with respect to the subject matter of this Indemnity Trust Agreement, if any, among the parties hereto, or their agents, are merged into this Indemnity Trust Agreement, and this Indemnity Trust Agreement shall constitute the entire agreement among the parties.

h. **Successors.** The terms of this Indemnity Trust Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees, and transferees of the parties hereto.

i. **Third Party Beneficiaries; No Rights Conferred on Others.** Each of the Issuer Indemnified Parties, other than the Issuer, are intended third party beneficiaries of this Indemnity Trust Agreement. Nothing in this Indemnity Trust Agreement shall confer any right upon any person other than the parties hereto and specifically designated third party beneficiaries of this Indemnity Trust Agreement.

j. **Severability - Blue Pencil.** Each provision of this Indemnity Trust Agreement shall be construed to preserve its validity and enforceability to the extent possible. In the event any provision of this Indemnity Trust Agreement is declared inoperative, void, invalid, or unenforceable, the party who would have the provision

enforced shall be entitled to elect whether (1) the provision should be modified to the extent necessary to make it operative, valid and enforceable or (2) the provision shall be deemed not to be a part of this Indemnity Trust Agreement.

k. ***Amendment and Waiver.*** This Indemnity Trust Agreement, including the exhibits attached hereto, may not be amended or modified except by an instrument signed by all parties. The failure of any party hereto to enforce at any time any provision(s) of this Indemnity Trust Agreement shall not be construed as a waiver of such provision(s) nor in any way affect the validity of this Indemnity Trust Agreement or any part hereof or the right of any party hereinafter to enforce any such provision(s). No waiver of any breach of this Indemnity Trust Agreement shall be deemed a waiver of any other or subsequent breach, whether of the same provision or otherwise.

l. ***Counsel.*** The parties hereto have been represented by separate counsel of their choice in connection with the preparation and execution of this Indemnity Trust Agreement, or such persons have elected to not be represented by counsel. Accordingly, this Indemnity Trust Agreement shall be construed only in accordance with its fair meaning.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the parties hereto have caused this Indemnity Trust Agreement to be executed by their respective duly authorized officers, all as of the date first written herein above.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
MARICOPA, as Issuer

By: _____

Its: _____

_____, as [Borrower/Guarantor]

By: _____

Its: _____

_____, as Trustee

By: _____

Its: _____

EXHIBIT C

**CONTINUING PROGRAM COMPLIANCE CERTIFICATE
(DATE)**

To: Trustee's Address

The Industrial Development Authority of the County of Maricopa
Attention: President
c/o Maricopa County
County Administration Office
301 West Jefferson, 10th Floor
Phoenix, Arizona 85003
Telephone: (602) 506-1888
Facsimile: (602) 257-9582

Re: \$_____ The Industrial Development Authority of the County of
Maricopa Multifamily Housing Revenue Bonds (_____ Apartments
Project) Series 20__ (the "Bonds")

Dear _____:

The undersigned, an authorized representative for _____, organized
under the laws of the State of _____, (the "Owner"), hereby certifies, represents and
warrants that:

1. The Owner owns _____ Apartments (the "Project").

[OPTION: The Project was originally financed, in substantial part, as a result of a
loan of the proceeds of the \$_____ The Industrial Development Authority of
the County of Maricopa Multifamily Mortgage Revenue Bonds (_____
Project), Series 20__ (the "Prior Bonds"). The debt encumbering the Project was
subsequently refinanced, modified or adjusted as a result of an indirect loan of the
proceeds of the Prior Bonds which were issued on or about _____, 20__.]

2. The undersigned and the Owner have read and are thoroughly familiar
with the provisions of (1) the [OPTION: Deed Restrictions/Land Use Restriction
Agreement/Regulatory Agreement] (the "Regulatory Agreement"), dated as of
_____, 20__, among the Owner, The Industrial Development Authority of the
County of Maricopa (the "Issuer"), and _____
(the "Trustee"); and (2) the Loan Agreement, dated as of _____, 20__,
[between/among] the Owner, [the Trustee,] and the Issuer (the "Loan Agreement"). The
Regulatory Agreement was executed, delivered, and recorded against the Project in
connection with the issuance of the Bonds.

3. A review of the activities of the Owner and of the Owner's performance under the Regulatory Agreement and the Loan Agreement during the quarter ended _____ has been made under the supervision of the undersigned.

4. The Project's Initial Occupancy Date was _____, 20__.

5. The Project's Qualified Project Period commenced on _____, 20__, and will end on the latter of (a) _____, 20__, (b) the date which is a qualified number of days after the date on which any of the units in the Project are first occupied (_____, 20__); or, (c) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

6. As of the date of this Certificate, the following percentages of completed residential units in the Project are (i) occupied by Lower Income Tenants or (ii) currently vacant and being held available for occupancy by Lower Income Tenants and have been so held continuously since the date a Lower Income Tenant vacated such unit, as indicated:

Occupied by Lower Income Tenants _____% Units; Nos. _____

Continuously held vacant for occupancy _____% Units; Nos. _____
by Lower Income Tenants since last
occupied by Lower Income Tenants

7. At no time since the date of filing of the last Continuing Program Compliance Certificate has less than [INSERT NUMBER OF UNITS] units representing ___% of the completed units in the Project been occupied by or were last occupied by Lower Income Tenants.

8. To the best knowledge of the undersigned, after due inquiry, all units were rented or available for rental on a continuous basis during the immediately preceding year to members of the general public, and the Owner is not now and has not been in default under the terms of the Regulatory Agreement and the Loan Agreement and, to the best knowledge of the undersigned, no Determination of Taxability has occurred with respect to the Bonds.

9. [OPTION: None/One or more] of the Tenants in the Project are currently receiving assistance under Section 8 of the United States Housing Act of 1937.

10. Unless otherwise expressly provided herein or unless the context requires otherwise, the capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Regulatory Agreement.

11. The Owner has not transferred any interest in the Project since the date of submission of the Continuing Program Compliance Certificate last submitted to the Trustee and the Issuer with respect to the Project. (If the Owner has transferred any interest in the Project, such transfer should be detailed here.)

Dated: _____, 20__.

Owner

By: _____
Title: _____

EXHIBIT D
INVESTOR LETTER
(DATE)

Maricopa County, Arizona

Ryley Carlock & Applewhite

The Industrial Development Authority
of the County of Maricopa,
as Issuer

Miller Wagner Business Services, Inc.

_____,
as Placement Agent

[Placement Agent's Counsel]

_____,
as Trustee

[Bond Counsel]

Re: \$_____ The Industrial Development Authority of the County of Maricopa
_____ Revenue Bonds (_____Project), Series 20__
(the "Bonds") and _____ (the "Borrower")

Ladies and Gentlemen:

The undersigned, _____ (the "Purchaser"), has purchased a principal amount of \$_____ of the Bonds. In connection with such purchase, The Industrial Development Authority of the County of Maricopa (the "Issuer") and Maricopa County, Arizona (the "County") require that the Purchaser make certain representations as to the Purchaser's willingness to accept the risks of investing in the Bonds, the Purchaser's investigation of such risks, and such other matters. Accordingly, the Purchaser represents and warrants to the Issuer, the County, and the other addressees hereof as follows:

[OPTION NO. 1

- A. **Qualification** The Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D of the rules governing the limited offer and sale of securities without registration under the Securities Act of 1933, as amended (the "Securities Act").

[OPTION NO. 2

- A. **Qualification** The Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act of 1933 (the "Securities Act").]

[OPTION NO. 3 - On an ad hoc basis, the Issuer will consider other definitions of investors other than qualified institutional buyers or accredited investors.]

[OPTION NO. 1

- B. **No Registration; Transferability.** The Purchaser acknowledges that the Bonds are not currently required to be, have not been, and are not intended to be, registered under the Securities Act or registered or otherwise qualified under the securities laws of any state or other jurisdiction, and that any sale or other transfer of the Bonds may be made only in accordance with such laws, and the Bonds may be registered only to [a “qualified institutional buyer”/an “accredited investor”] within the meaning of, and in compliance with the requirements of, the Indenture.]

[OPTION NO. 2

- B. **No Registration; Transferability.** The Purchaser understands that the Bonds, the Deed of Trust, and the Indenture, in each case relating to the Bonds, have not been registered under the Securities Act, the securities laws of any state or the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. The Purchaser acknowledges that the Bonds (i) are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state and (ii) will not be listed on any securities exchange. The Purchaser has been informed and agrees that (i) stop transfer records and (ii) a legend may be placed on the Bonds or any other documents evidencing ownership of the Bonds to the effect that the Bonds have not been registered under the Securities Act or the applicable state “blue sky” laws, and that the Bonds may not be transferred to any person that is not [a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act/an “accredited investor” within the meaning of Rule 501 of Regulation D of the rules governing the limited offering and sale of securities without registration under the Securities Act.]

[OPTION NO. 3 - If Option No. 3 is utilized for paragraph “A,” then it will be necessary to prepare corresponding paragraph “B” along the lines set forth in Option No. 1 and No. 2 above.]

- C. **Independent Evaluation; Waiver of Issuer’s Due Diligence; Release.** The Purchaser has independently evaluated the factors associated with its investment decision. The Purchaser has been given full and complete access to and has been furnished with all information requested by the Purchaser regarding the Borrower, and has conducted such other investigations relating to the Issuer, the Borrower, the Project, and the Bonds, as in the opinion of the Purchaser was necessary in connection with its purchase of the Bonds. The Purchaser acknowledges that the Issuer, the members of its Board of Directors, its officers, counsel, advisors and agents and the County and the members of the Maricopa County Board of Supervisors, employees, and agents of any of the foregoing (each individually an “Issuer Party” and all collectively the “Issuer Parties”) have not undertaken to furnish information to the Purchaser, or to ascertain the accuracy or completeness of any information that may have been furnished to the Purchaser by or on behalf of the Issuer or the Borrower relating to the operations, financial condition or future prospects of the Borrower or the Project and that none of the Issuer Parties

have made any representations concerning the accuracy or completeness of any information supplied to the Purchaser or relating to the Borrower and the Project. The Purchaser hereby waives any requirements of due diligence in investigation or inquiry on the part of any of the Issuer Parties and all claims, actions, or causes of action which the Purchaser may have directly or indirectly from or relating to any action which the Issuer and its Board of Directors or the County and its Board of Supervisors took, or could have taken, in connection with the issuance and sale of the Bonds to the Purchaser.

- D. **Business Buying Securities.** The Purchaser is a bank, a savings institution, an insurance company, a securities dealer, or an agency or instrumentality of the United States or of a state thereof, or a person, a principal part of whose business consists of buying securities.
- E. **Sophistication.** The Purchaser is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds, and it is capable of and has made its own investigation of the Borrower and the Project in connection with its decision to purchase the Bonds.
- F. **Investment Purpose.** The Purchaser is purchasing the Bonds for not more than one account for investment and not with a view to distribution, transfer, or resale thereof, provided that the disposition of the Bonds shall at all times be within the sole control of the Purchaser, within the constraints referenced herein.
- G. **Legal Authorization.** The Purchaser is duly and legally authorized to purchase the Bonds, and the Purchaser is duly and legally authorized to execute this Investor Letter. The Purchaser has satisfied itself that the Bonds are a lawful investment for it under all applicable laws.
- H. **Special Limited Obligations.** The Purchaser understands that the Bonds are special limited, and not general, obligations of the Issuer payable solely from the revenues received by _____, as trustee (the "Trustee"). The Purchaser understands that the Bonds are not secured by any obligations or the pledge of any monies received or to be received from taxation or from the State of Arizona (the "State") or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer or the County), and that the Bonds will never represent or constitute a general obligation, debt, or bonded indebtedness of the County, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the County, the State, or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on the Bonds, and that payment of the principal of, premium, if any, and interest on the Bonds depends upon the general credit of the Borrower and upon the net cash flow from the Project. The Purchaser understands that the Issuer has no taxing power.

- I. **Survival.** All representations of the Purchaser contained herein shall survive the sale and delivery of the Bonds to the Purchaser as representations of fact existing as of the date of execution and delivery of this Investor Letter.
- J. **Defined Terms.** The initial capitalized terms not defined herein shall have the meaning ascribed to such terms in the Indenture which secures the payment of the Bonds.

[MISCELLANEOUS OPTIONS:

- K. **No Offering Document.** The Purchaser acknowledges that no offering statement, prospectus, or offering circular with respect to the Borrower, the Project, or the Bonds has been or will be prepared in connection with the sale of the Bonds to the Purchaser.
- L. **Acknowledgment of Waived Issuer Requirements.** The Purchaser understands that the Issuer would ordinarily require the Borrower to furnish a real estate appraisal or Phase I Environmental Site Assessment of the Project pursuant to the Issuer's Procedural Pamphlet. The Purchaser further acknowledges that at the request of the Borrower and the Purchaser, the Issuer waived its requirement for an appraisal or Phase I Environmental Site Assessment. The Purchaser hereby waives, and hereby expressly acknowledges, accepts, approves, agrees, and consents to the waiver by the Issuer of an appraisal or Phase I Environmental Site Assessment of the Project and acknowledges that the Purchaser (either directly or through its Investment Advisor) has made its own independent investigation and determination to the extent the Purchaser deemed necessary with respect to any matters that might be established by an appraisal or a Phase I Environmental Site Assessment.
- M. **Waiver of Due Diligence.** Notwithstanding anything to the contrary herein, the Purchaser waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investor Letter.]

The above representations are provided solely for the benefit of the addressees of this Investor Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(Purchaser)

By: _____
(Signature)

Name: _____
(Print)

[NOTE: must be Chief Financial Officer or other Executive Officer]

EXHIBIT E

ISSUER'S PRELIMINARY APPROVAL RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA PRELIMINARILY APPROVING THE ISSUANCE OF ITS _____ REVENUE BONDS (_____ PROJECT), SERIES 20__, IN A PRINCIPAL AMOUNT NOT IN EXCESS OF \$_____ (THE "BONDS")

WHEREAS, The Industrial Development Authority of the County of Maricopa (the "Issuer") is a nonprofit corporation designated a political subdivision of the State of Arizona (the "State") incorporated with the approval of Maricopa County, Arizona (the "County"), pursuant to the provisions of the Constitution of the State and under Title 35, Chapter 5 of the Arizona Revised Statutes, as amended, (Sections 35-701 through 35-761, inclusive) (the "Act");

WHEREAS, the Issuer is authorized and empowered, among other things, (a) to issue revenue bonds and use the proceeds thereof in accordance with the Act, (b) to contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer deems necessary for the financing of "projects" as defined in the Act, and (c) to pledge its property and revenues to secure the payment of the principal of and premium, if any, and interest on its revenue bonds;

[WHEREAS, at the request of the Borrower, the Issuer previously issued its \$_____ The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__ (the "Prior Bonds");]

[WHEREAS, the Issuer previously lent the proceeds of the Prior Bonds to the Borrower to assist in the financing of the acquisition, construction, improvement, or equipping of the Project;]

[WHEREAS, the Borrower is requesting that the Issuer issue the Bonds to assist the Borrower in the refunding of the Prior Bonds, and, thereby, allow for the refinancing of the Borrower's debt related to the Project;]

WHEREAS, _____ (the "Borrower") has requested that the Issuer issue the Bonds and loan the proceeds thereof to the Borrower to assist the Borrower in the [financing/refinancing] of the [acquisition, construction, improvement, rehabilitation, or equipping] of _____ located _____ (the "Project");

[WHEREAS, the Borrower has advised the Issuer that the Bonds shall not be sold until the Borrower has obtained a written commitment from _____ (the "Guarantor") to provide a guaranty or other credit enhancement for the Bonds;]

WHEREAS, in furtherance of the purposes of the Act, the Issuer is preliminarily considering the issuance of the Bonds, the proceeds of which will be loaned to the Borrower to

assist the Borrower in the [financing/refinancing] of the [acquisition, construction, improvement, rehabilitation, or equipping of the] Project; and

WHEREAS, it is intended that the Issuer take official action within the meaning of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder for the purpose of issuing the Bonds in an amount not to exceed \$_____, for the purpose of assisting in the [financing/refinancing] of the [acquisition, construction, improvement, rehabilitation, or equipping of the] Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Industrial Development Authority of the County of Maricopa that:

Section 1. Definitions. In addition to the words elsewhere defined in this Resolution, the capitalized words and terms used herein shall have the meanings given to them in the Issuer's Procedural Pamphlet.

Section 2. Preliminary Approval; Conditions. The issuance of the Bonds for the purpose of lending the proceeds thereof to the Borrower to assist the Borrower in [financing/refinancing] a portion of the costs of the Project, including, without limitation, reimbursing the Borrower for any costs arising from and after the 60th day before the date of this Resolution, is hereby preliminarily approved, subject to satisfaction of the following conditions:

(a) The Borrower's agreement to comply with and abide by all requirements and provisions of the Issuer's Procedural Pamphlet other than those specifically waived herein;

(b) The Borrower's agreement to provide the Issuer with security for the Borrower's indemnification obligation to the Issuer in the amount of \$_____, in a form and substance satisfactory to the Issuer;

(c) The Bonds, if sold based on a public offering, must have a rating of "A" or better by a nationally-recognized rating agency, and if sold on a private placement basis, the purchasers of the Bonds must execute an Investor Letter in form and substance satisfactory to the Issuer; and

(d) _____

Section 3. Waivers. At the request of the Borrower, the Issuer agrees to waive its Procedural Pamphlet requirements for:

(a) _____

(b) _____

(c) _____

Section 4. Execution of Documents. The President or any Vice President of the Issuer is hereby authorized and directed to execute and the Secretary/Treasurer or Assistant

Secretary/Treasurer is hereby authorized to attest to any document necessary or appropriate in connection with this Resolution.

Section 5. Request for Allocation. The Borrower is authorized to file a request for allocation for private activity bonding authority through the Arizona Department of Commerce in an amount which the Borrower represents is sufficient to finance the cost of the Project (which shall not exceed \$_____).

PASSED, ADOPTED, AND APPROVED on _____, 20__.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
MARICOPA

(INSERT NAME)
President

Attest:

(INSERT NAME)
Secretary/Treasurer

EXHIBIT F

ISSUER'S FINAL APPROVAL RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA AUTHORIZING THE ISSUANCE OF ITS _____ REVENUE BONDS (_____ PROJECT), SERIES 20__ IN A PRINCIPAL AMOUNT NOT IN EXCESS OF \$_____ (THE "BONDS")

WHEREAS, The Industrial Development Authority of the County of Maricopa (the "Issuer") is a nonprofit corporation designated a political subdivision of the State of Arizona (the "State") incorporated with the approval of Maricopa County, Arizona (the "County"), pursuant to the provisions of the Constitution of the State and under Title 35, Chapter 5 of the Arizona Revised Statutes, as amended (Sections 35-701 through 35-761, inclusive) (the "Act");

WHEREAS, the Issuer is authorized and empowered, among other things, (a) to issue revenue bonds and use the proceeds thereof in accordance with the Act, (b) to contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer deems necessary for the financing of "projects" as defined in the Act, and (c) to pledge its property and revenues to secure the payment of the principal of and premium, if any, and interest on its revenue bonds;

[WHEREAS, at the request of the Borrower, the Issuer previously issued its \$_____ The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__ (the "Prior Bonds");]

[WHEREAS, the Issuer previously lent the proceeds of the Prior Bonds to the Borrower to assist in the financing of the acquisition, construction, improvement, or equipping of the Project;]

[WHEREAS, the Borrower is requesting that the Issuer issue the Bonds to assist the Borrower in the refunding of the Prior Bonds, and, thereby, allow for the refunding of the Borrower's debt related to the Project;]

WHEREAS, _____ (the "Borrower") has requested that the Issuer issue the Bonds and loan the proceeds thereof to the Borrower to assist the Borrower in the [financing/refinancing] of the [acquisition, construction, improvement, rehabilitation, or equipping] of _____ located _____ (the "Project");

[WHEREAS, the Borrower and _____ (the "Placement Agent") have advised the Issuer that the Bonds shall not be sold until the Borrower or the Placement Agent has obtained from the initial purchaser of the Bonds an Investor Letter, in form and substance satisfactory to the Issuer setting for the initial purchaser's qualifications as _____;]

[WHEREAS, the Borrower has advised the Issuer that the Bonds shall not be sold until the Borrower has obtained a written commitment (1) from _____ or (2) from a financial institution that is rated at least “A” by Moody’s Investors Service or Standard & Poor’s and approved by the Issuer’s advisor (collectively, “Guarantor”) to provide a guaranty or other credit enhancement for the Bonds (a “Guaranty”);]

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to issue the Bonds, the proceeds of which will be loaned to the Borrower to assist the Borrower in [financing/refinancing] the [acquisition, construction, improvement, rehabilitation, or equipping of the] Project;

WHEREAS, there has been presented to this meeting the proposed substantially final forms of (1) Trust Indenture [Indenture of Trust] (the “Indenture”) between the Issuer and _____ as Trustee (the “Trustee”), (2) Loan Agreement between the Issuer and the Borrower (the “Loan Agreement”), (3) (INSERT THE NAMES OF EACH OF THE AGREEMENTS TO BE ENTERED INTO BY THE ISSUER AND THE DEFINITION THEREOF) (each of the foregoing documents are collectively referred to as the “Issuer Documents”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Industrial Development Authority of the County of Maricopa that:

Section 1. Definitions. In addition to words and terms elsewhere defined in this Resolution, the capitalized words and terms used herein shall have the meaning given in Article __ of the Indenture.

Section 2. Ratification of Actions. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Issuer and its directors, officers, counsel, advisors or agents directed toward the sale and issuance of the Bonds are hereby approved and ratified. Further, all actions previously taken or to be taken by the Issuer’s Recording Secretary; counsel; or _____, as bond counsel, in connection with the preparation and publication of one or more Notice of Public Hearing or the conducting of one or more public hearings on behalf of the Issuer are also hereby authorized, ratified, and confirmed and the Issuer hereby approves the issuance of the Bonds for all purposes under the Internal Revenue Code of 1986, as amended (the “Code”). The conditions set forth in the Issuer’s _____, 20__, Resolution granting preliminary approval to the issuance of the Bonds will be met at the time of closing [, with the exception of the following condition(s) which are hereby waived: _____].

Section 3. Bond Authorization. The Bonds are hereby authorized as revenue bonds to be designated The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__ which shall be issued in an aggregate principal amount not in excess of \$_____. The Bonds shall be in substantially the form set forth in the proposed form of Indenture, and will mature on the dates and in the amounts and will bear interest at the rates set forth in the Indenture. The Bonds shall be payable and subject to redemption prior to maturity as provided in the Indenture.

Section 4. Special Limited Obligations; Other Bonds. The Bonds shall be payable solely from the receipts and revenues received by, or on behalf of, the Issuer pursuant to the Indenture. Nothing contained in (a) this Resolution, (b) any of the Issuer Documents, or (c) any other agreement, certificate, document, or instrument executed in connection with the issuance of the Bonds shall be construed as obligating the Issuer (except as a special limited obligation to the extent provided in such documents or instruments) or obligating the County, or as incurring a charge upon the general credit of the Issuer or of the County, nor shall the breach of any agreement contemplated by (x) this Resolution, (y) any of the Issuer Documents, or (z) any other instrument or documents executed in connection therewith impose any charge upon the general credit of the Issuer or of the County. The Issuer has no taxing power.

Prior to the issuance of the Bonds, the Issuer has issued, and subsequent to the issuance of the Bonds, the Issuer may issue bonds in connection with the financing of other projects (said bonds together with any bonds issued by the Issuer between the date hereof and the issuance of the Bonds shall be referred to herein as the “Other Bonds”). Any pledge, mortgage, or assignment made in connection with the Other Bonds shall be protected, and any funds pledged or assigned for payment of principal, premium, if any, or interest on the Other Bonds shall not be used for the payment of principal, premium, if any, or interest on the Bonds. Any pledge, mortgage, or assignment made in connection with the Bonds shall be protected, and no funds pledged or assigned for the payment of the Bonds shall be used for the payment of principal, premium, if any, or interest on the Other Bonds.

Section 5. Conditions. The Bonds shall not be issued unless and until: (a) the issuance of the Bonds is approved by the Arizona Attorney General in the manner contemplated by Section 35-721.F of the Act; (b) the issuance of the Bonds is approved by the Maricopa County Board of Supervisors; (c) all agreements, certificates, documents, or instruments requiring the execution or consent of Issuer are in a form and substance acceptable to the Issuer’s counsel; [and] (d) the Issuer receives such opinions, certificates, comfort letters and consent letters in connection with the Bonds as the Issuer’s counsel or advisors may deem necessary or appropriate, in form and substance satisfactory to the Issuer’s counsel and advisors; and (e) receipt of the Arizona Department of Commerce’s approval in the manner contemplated by Section 35-726.E of the Act].

Section 6. Bond Form. The forms, terms, and provisions of the Bonds, in the form contained in the Indenture, be and they hereby are approved, with only such changes as are approved by the officers authorized to execute the Bonds (which approval will be conclusively established by their execution thereof). Upon satisfaction of the conditions set forth in Section 5 hereof, the Issuer’s President or any Vice-President and the Secretary/ Treasurer or Assistant Secretary/Treasurer are each hereby authorized to execute the Bonds and each is hereby authorized to deliver them. The signatures of the Issuer’s President or any Vice-President and the Secretary/Treasurer or Assistant Secretary/Treasurer on the Bonds may be by facsimile.

Section 7. Issuer Documents. The forms, terms, and provisions of each of the Issuer Documents in the forms of such documents (including the exhibits thereto) presented to this meeting, are hereby approved, with such insertions, deletions, and changes as are approved by the officers authorized to execute the documents (which approval will be conclusively established by their execution thereof). Upon satisfaction of the conditions set forth in Section 5

hereof, the Issuer's President or any Vice-President and the Secretary/Treasurer or Assistant Secretary/Treasurer are each hereby authorized to execute each of the Issuer Documents.

Section 8. Further Actions. The officers of the Issuer, upon satisfaction of the conditions set forth in Section 5 hereof, shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and thereby, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the issuance, sale, and delivery of the Bonds.

Section 9. Trustee Appointment. At the direction of the Borrower, [and with the consent of the Guarantor,] _____ is appointed as the Trustee under the Indenture.

Section 10. Open Meeting Laws. It is found and determined that all formal actions of the Issuer and its Board of Directors concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State and the Issuer.

Section 11. Irrepealability. After the Bonds are delivered by the Trustee to the original purchasers upon receipt of [(a) an executed and fully-completed Investor Letter and (b)] payment therefore, this Resolution shall be and remain irrepealable until the Bonds and interest thereon shall have been fully paid, canceled, and discharged.

Section 12. Severability. If any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 13. Waiver. Any provisions of the Issuer's By-Laws, Procedural Pamphlet, Document Standards, or prior resolutions (except as specified in Section 2 hereof) inconsistent herewith are waived to the extent only of such inconsistency. This waiver shall not be construed as repealing any such By-Laws, Procedural Pamphlet, Document Standards, or resolution or any part thereof.

Section 14. Headings. Subject headings included in this Resolution are included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 15. Effectiveness. This Resolution shall be effective immediately.

PASSED, ADOPTED, AND APPROVED on _____, 20__.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
MARICOPA

(INSERT NAME)
President

Attest:

(INSERT NAME)
Secretary/Treasurer

EXHIBIT G

**BOARD OF SUPERVISORS PRELIMINARY APPROVAL RESOLUTION
RESOLUTION**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, GRANTING PRELIMINARY APPROVAL TO THE ISSUANCE OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA _____ REVENUE BONDS (_____ PROJECT_), SERIES 20__, IN AN AMOUNT NOT TO EXCEED \$ _____ (THE "BONDS")

WHEREAS, The Industrial Development Authority of the County of Maricopa (the "Issuer") proposes to issue the Bonds in an amount not to exceed \$ _____ in accordance with and pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act");

WHEREAS, the Issuer intends to lend the Bonds' proceeds to _____ (the "Borrower") for the purpose of assisting the Borrower in the [financing/refinancing] of a portion of costs of the [acquisition, construction, improvement, rehabilitation, or equipping of the] _____ (the "Project");

[WHEREAS, at the request of the Borrower, the Issuer previously issued its \$ _____ The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__, (the "Prior Bonds");]

[WHEREAS, the Issuer previously lent the proceeds of the Prior Bonds to the Borrower to assist in the financing of the acquisition, construction, improvement, or equipping of the Project;]

[WHEREAS, the Borrower is requesting that the Issuer issue the Bonds to assist the Borrower in the refunding of the Prior Bonds, and, thereby, allow for the refinancing of the Borrower's debt related to the Project;]

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Bonds are to be issued requires the approval of the Maricopa County Board of Supervisors;

WHEREAS, the Maricopa County Board of Supervisors must approve the issuance of the Bonds after a public hearing following reasonable public notice in order for the Bonds to comply with the requirements of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Maricopa County Board of Supervisors has had presented to it information regarding the Bonds and is informed and advised in the premises with regard to the Borrower, the Project, and the Bonds.

NOW, THEREFORE, BE IT RESOLVED that the issuance by the Issuer of the Bonds in a principal amount not to exceed \$_____ is preliminarily approved by the Maricopa County Board of Supervisors.

PASSED, ADOPTED, AND APPROVED on _____, 20__.

Chairman

ATTEST:

Clerk

EXHIBIT H

BOARD OF SUPERVISORS FINAL APPROVAL RESOLUTION

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA APPROVING THE ISSUANCE OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA _____ REVENUE BONDS (_____ PROJECT), SERIES 20__, IN AN AMOUNT NOT TO EXCEED \$ _____ (THE "BONDS")

WHEREAS, The Industrial Development Authority of the County of Maricopa (the "Issuer") pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act") is authorized to issue bonds and to use the proceeds thereof to provide monies to aid in the [financing/ refinancing] of the [acquisition, construction, improvement, rehabilitation, or equipping] (INSERT DESCRIPTION OF THE PROJECT AS SET FORTH IN THE TEFRA NOTICE OF PUBLIC HEARING) (the "Project");

WHEREAS, the Issuer intends to issue and sell the Bonds in an aggregate amount not to exceed (AMOUNT) the proceeds of which will be lent by the Issuer to _____ (the "Borrower") for the purpose specified above;

[WHEREAS, at the request of the Borrower, the Issuer previously issued its \$_____ The Industrial Development Authority of the County of Maricopa _____ Revenue Bonds (_____ Project), Series 20__ (the "Prior Bonds");]

[WHEREAS, the Issuer previously lent the proceeds of the Prior Bonds to the Borrower to assist in the financing of the acquisition, construction, improvement, or equipping of the Project;]

WHEREAS, on (INSERT DATE OF ISSUER FINAL APPROVAL), the Issuer resolved to issue the Bonds, such Resolution being conditioned upon, among other things, the granting of approval to the issuance of the Bonds by the Maricopa County Board of Supervisors;

WHEREAS, the Issuer's Resolution has been made available to the Maricopa County Board of Supervisors, and said Resolution has been duly considered this date;

WHEREAS, the Resolution authorizes, among other things, the issuance and sale of the Bonds, the execution and delivery of an Indenture of Trust, Loan Agreement, Bond Purchase [Placement] Agreement, (INSERT NAMES OF OTHER PRINCIPAL DOCUMENTS TO BE EXECUTED BY THE ISSUER), and such other documents as required for the issuance of the Bonds;

WHEREAS, the terms, maturities, provisions for redemption, security, and sources of payment for the Bonds are set forth in the Indenture of Trust and the form of the Bonds;

WHEREAS, copies of said documents have been available to the Maricopa County Board of Supervisors, together with the aforementioned Resolution of the Issuer;

WHEREAS, the Maricopa County Board of Supervisors have been informed that said documents have been reviewed by competent Bond Counsel, (NAME OF BOND COUNSEL), and said Bond Counsel has determined that said documents adequately meet the requirements of the Act and the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, as a result of the issuance and sale of the Bonds, certain bond proceeds will be made available to the Issuer. The Issuer will use such funds to (i) pay certain costs of issuance and other expenses associated with the Bonds; (ii) (INSERT EXPLANATION OF MANNER IN WHICH THE PROJECT WILL BE FINANCED); (iii) establish a Debt Service Reserve Fund; and (iv) (INSERT EXPLANATION OF HOW CREDIT ENHANCERS WILL BE PAID);

WHEREAS, it is intended that this Resolution shall constitute approval by the Maricopa County Board of Supervisors with respect to the issuance of the Bonds pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Bonds are to be issued require the approval of the Maricopa County Board of Supervisors for the issuance of the Bonds;

WHEREAS, pursuant to Section 147(f) of the Code, the Maricopa County Board of Supervisors must approve the issuance of the Bonds after a public hearing following reasonable public notice;

WHEREAS, following publication of Notice of Public Hearing in [The Arizona Republic/The Business Journal] on (DATE OF PUBLICATION), a public hearing was held by the Issuer, pursuant to Section 147(f) of the Code, on (DATE OF HEARING), in the lobby of the Maricopa County Administration Offices, 1st Floor, 301 West Jefferson, Phoenix, Arizona 85003, with respect to the issuance of the Bonds to assist in the financing of the Project as described in the Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution; and

WHEREAS, it is intended that this Resolution shall constitute approval by the Maricopa County Board of Supervisors with respect to the issuance of the Bonds pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, as follows:

1. The issuance by the Issuer of the Bonds in the aggregate principal amount, not to exceed (AMOUNT) is approved for all purposes under the Act and the Code; and
2. The appropriate officers of the Maricopa County Board of Supervisors are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf

of the Maricopa County Board of Supervisors as may be necessary or desirable to effectuate the intent of this Resolution and the Resolutions of the Issuer in connection with the Bonds.

PASSED, ADOPTED, AND APPROVED, on _____, 20____.

Chairman

ATTEST:

Clerk

Attachment: Notice of Public Hearing

EXHIBIT I

\$ _____
**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF MARICOPA**
_____**REVENUE BONDS**
(_____ **PROJECT**)
SERIES 20__

CERTIFICATE OF STATUTORY AGENT FOR THE ISSUER

The undersigned, as statutory agent for The Industrial Development Authority of the County of Maricopa (the "Issuer"), certifies that:

1. **No Litigation.** To the best of my knowledge after such inquiry as I have deemed reasonable, there is no action, suit, proceeding, inquiry, investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending directly against the Issuer or threatened directly against the Issuer: (a) which in any way questions (i) the powers of the Issuer to issue the Bonds and enter into the Loan Agreement or the Indenture, (ii) the powers of the Issuer to take any and all actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by such documents [and the Official Statement/Private Placement Memorandum], or (iii) the validity of the proceedings taken by the Issuer in connection with the issuance and sale of the Bonds, or (b) wherein an unfavorable decision, ruling, or finding would materially adversely affect the transaction contemplated by the Bond Purchase [Placement] Agreement [or the Official Statement/Private Placement Memorandum], or would in any way materially adversely affect the validity or enforceability of the Bonds, the Loan Agreement, Indenture, or the Bond Purchase [Placement] Agreement [or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement/Private Placement Memorandum] or the exclusion from gross income for federal income tax purposes of the interest on the Bonds [, or (c) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement/Preliminary Private Placement Memorandum or the Private Placement Memorandum].

2. **Defined Terms.** The initial capitalized terms used herein shall have the meanings assigned to such terms in Article ___ of the Indenture of Trust, dated as of _____, 20__, by and between the Issuer and _____.

DATED: _____, 20_____.

Statutory Agent for The Industrial
Development Authority of the
County of Maricopa

EXHIBIT J

\$ _____
**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF MARICOPA
_____ REVENUE BONDS
(_____ PROJECT)
SERIES 20__**

CERTIFICATE OF NOTICE TO ARIZONA ATTORNEY GENERAL

The undersigned hereby certifies that:

1. **Attachments.** In an effort to comply with Arizona Revised Statutes Section 35-721.F, the following letters are attached:

a. Notice letter to the Attorney General of the State of Arizona (the "A.G.") of intent of The Industrial Development Authority of the County of Maricopa (the "Issuer") to issue the above-referenced bonds (the "Bonds"); and

b. the A.G.'s written acknowledgment of receipt of said notice letter.

2. **No Opinion.** As of this date, the undersigned has received no opinion from the A.G. that the Project to be financed by the Bonds, as described in the attached letter to the A.G., does not fit within the definition of a "project" under Arizona Revised Statutes Section 35-701(8).

DATED: _____, 20____.

Statutory Agent for The Industrial
Development Authority of the
County of Maricopa

Attachments

This affidavit may be executed in counterparts by the parties hereto.

DATED: _____, 20__.

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

(INSERT NAME)
Director

SUBSCRIBED AND SWORN to before me this _____ day _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT L

\$ _____
**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF MARICOPA
_____ REVENUE BONDS
(_____ PROJECT)
SERIES 20__**

CLOSING CERTIFICATE OF ISSUER

The undersigned hereby certifies that [he/she] is the duly elected, qualified, and acting Secretary/Treasurer of The Industrial Development Authority of the County of Maricopa (the "Issuer") and that, as such, [he/she] is familiar with the Issuer's affairs and has custody of the Issuer's corporate records, and that:

1. **Attachments.** Full, true, and correct copies of the following documents are attached hereto:

A. The Issuer's Articles of Incorporation and amendments thereto, as certified by the Arizona Corporation Commission;

B. The Certificate of Good Standing covering the Issuer from the Arizona Corporation Commission;

C. The Issuer's By-Laws;

D. The Public Notice of the Issuer's regular meetings for calendar year 20__.

E. The agenda or excerpt from the agenda pertaining to action on the above-referenced bonds (the "Bonds"), for the (INSERT DATES ISSUER GRANTED PRELIMINARY AND FINAL APPROVAL TO THE BOND ISSUE), meetings of the Board of Directors of the Issuer; and

F. The Resolutions of the Board of Directors of the Issuer with respect to the Bonds at meetings duly called and held on (INSERT DATES ISSUER GRANTED PRELIMINARY AND FINAL APPROVAL TO THE BOND ISSUE).

2. **Corporate Status.** There has been no change in the good standing of the Issuer since the date of the attached Certificate of Good Standing. The Issuer's Articles of Incorporation have not been further amended nor has any action been taken toward any further amendment. The Issuer's By-Laws were in effect on (INSERT DATES ISSUER GRANTED PRELIMINARY AND FINAL APPROVAL TO THE BOND ISSUE) and remain in effect on the date hereof.

3. **Open Meeting Laws.** The notices of the meetings of the Board of Directors of the Issuer held on (INSERT DATES ISSUER GRANTED PRELIMINARY AND FINAL APPROVAL TO THE BOND ISSUE) were given in accordance with Arizona's open meeting laws and the agendas of such meetings were available to the public at least 24 hours prior to the meetings. The meetings were open to the public and held at a location accessible to the public. Further, at the meetings, a quorum was present and acting throughout. The aforementioned actions have not been modified, amended, rescinded, or revoked (except as may be reflected therein) and remain in full force and effect on the date hereof.

4. **Litigation.** To the best of the Issuer's knowledge, there is no litigation pending directly against or threatened directly against the Issuer to restrain or enjoin the issuance or sale of the Bonds or the execution, delivery, and performance of the Indenture, the Loan Agreement, the Bond Purchase [Placement] Agreement, or the Bonds, or in any way affecting the Issuer or the validity of the Bonds, the Indenture, the Loan Agreement, the Bond Purchase [Placement] Agreement, or the existence or power of the Issuer to use the proceeds from the Bonds to [refund the Prior Bonds as described in the Indenture or to] [finance/refinance] the costs of the Project as described in the Loan Agreement.

5. **Compensation.** To the best of my knowledge, no member of the Board of Directors of the Issuer has been or will be compensated for acting as such, except that a Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director of the Issuer.

6. **Disclosure.** The information contained in the Official Statement [Private Placement Memorandum] under the headings "THE ISSUER" and ["LITIGATION"/"NO LITIGATION"] (but only as to the material under such heading as it relates to the Issuer) was, as of the date of the Official Statement [Private Placement Memorandum] and is as of the date this Closing Certificate, true and correct in all material respects, and that the Official Statement [Private Placement Memorandum], as of the date thereof, did not, and as of the date of this Closing Certificate, does not include under such headings any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made.

7. **Assignment.** The Issuer has not pledged, assigned, or granted, and will not pledge, assign, or grant any of its rights or interests in or under the Loan Agreement for any purpose other than as provided for in the Indenture.

8. **Defined Terms.** The initial capitalized terms used herein shall have the meanings ascribed to such terms in Article ___ of the Indenture of Trust, dated as of _____, 20__, by and between the Issuer and _____, as Trustee, unless otherwise defined herein.

DATED: _____, 20_.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
MARICOPA

By _____
(INSERT NAME)
Secretary/Treasurer

3. **Issuer's Articles of Incorporation** The County Board of Supervisors has taken no action to modify or revoke the Resolution authorizing the incorporation of the Issuer adopted on November 5, 1973, (except for consenting to the amendment of the Issuer's Articles of Incorporation on April 17, 1978, and October 5, 1987), and said Resolution is in full force and effect.

DATED: _____, 20_.

By _____
Fran McCarroll
Clerk of the Board of Supervisors of
Maricopa County

Attachment

EXHIBIT N

\$ _____
**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF MARICOPA
REVENUE BONDS
(_____ PROJECT)
SERIES 20__**

**CERTIFICATE OF COUNTY RECORDER OF
MARICOPA COUNTY, ARIZONA**

I, Helen Purcell, the duly elected, qualified and acting Recorder of Maricopa County, State of Arizona, hereby certify that each of the following named persons was, on the date of his or her appointment as a Director of The Industrial Development Authority of the County of Maricopa, and has remained a bona fide elector of Maricopa County, Arizona, to the date hereof, as defined by the statutes of the State of Arizona:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF LAST APPOINTMENT AND DATE OF EXPIRATION</u>
_____	(Insert relevant information as detailed on the roster of the Board of Directors attached to the Procedural Pamphlet.)	

Dated: _____, 20__.

MARICOPA COUNTY, ARIZONA

By _____
Helen Purcell
Maricopa County Recorder

EXHIBIT O

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF MARICOPA
ANNUAL TENANT INCOME RECERTIFICATION**

Project name: _____

Apartment #: _____

Date of Original Certification: _____

Resident name: _____

TO THE RESIDENT:

This form is a continuation of The Industrial Development Authority of the County of Maricopa (the "Authority") Affordable Housing Program (the "Program") which was previously discussed with you. In order to keep you on the qualifying list, you will need to update the following information each year when you renew your lease. The Owner is required by the Internal Revenue Code of 1986 and the Authority to maintain this information in order to maintain the Program.

Household Composition:

- 1) Please list all of those individuals residing in your apartment.
- 2) Please list the anticipated annual income of all occupants of your household who are 18 years of age or older (if housemaker, or unemployed, etc.—please list as such).
- 3) If college or technical school student, please list if full-time or part-time student.

	<u>NAME</u>	<u>SS#</u>	<u>AGE</u>	<u>ANTICIPATED ANNUAL INCOME *</u>	<u>OCCUPATION /STUDENT</u>
1)					
2)					
3)					
4)					
5)					
6)					
7)					

*SEE INCOME DEFINITION ATTACHED TO THIS FORM.

DO YOU OWN OR HAVE YOU ACQUIRED OR HAVE YOU DISPOSED OF ANY ASSETS OVER \$5,000.00 IN THE PAST YEAR? _____

If so, please describe and list amount and annual income expected to be derived from such assets. _____

Please have all occupants over the age of 18 sign this certification.

I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/we declare under penalty of perjury that the foregoing is true and correct.

SIGNATURES:

DATE:

1) _____

2) _____

3) _____

4) _____

MANAGER'S SIGNATURE:

DEFINITION OF INCOME

The full amount, before any payroll deductions, of wages, salaries, overtime, commissions, fees, tips, and bonuses; net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets); interest and dividends (including income from assets excluded below); the full amount of periodic payments from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic payments including any lump sum payment for the delayed start of a periodic payment; payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay; all public assistance income; periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; all regular and special pay and allowances of members of the Armed Forces (whether or not living in the dwelling) who are the head of the family or spouse; and any earned income tax credit to the extent that it exceeds income tax liability;

but excluding:

income from employment of children (including foster children) under the age of 18 years; payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone); lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses; amounts which are specifically for reimbursement of medical expenses; amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purposes; special pay to a serviceman head of a family who is away from home and exposed to hostile fire; amounts received under training programs funded by HUD; amounts received under Plan to Attain Self-Sufficiency; amounts for out-of-pocket expenditures incurred in connection with other public assistance programs; resident service stipend (not in excess of \$200 per month); amounts from state or local employment training programs; temporary, nonrecurring or sporadic income (including gifts); reparation payments paid by a foreign government to persons who were persecuted during the Nazi era; earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of family and spouse); adoption assistance payments in excess of \$480 per adopted child; deferred periodic payments of supplemental social security income and benefits received in a lump sum; refunds or rebates of property taxes paid on the unit; payments from state agency to allow developmentally disabled family member to stay home; relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; foster child care payments; the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charges for the allotments; and payments to volunteers under the Domestic Volunteer Service Act of 1973.