
AGREEMENT

Between

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

and

TOWN OF PARADISE VALLEY, ARIZONA

Dated as of February 1, 2016

AGREEMENT

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AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") by and between the Town of Paradise Valley, Arizona, a municipal corporation and a political subdivision under the laws of the State of Arizona (hereinafter referred to as the "Town") and U.S. Bank National Association, a national banking association authorized to do trust business in the State of Arizona (hereinafter referred to as the "Trustee"), in its capacity as trustee under the Trust Agreement dated as of February 1, 2016, by and between the Trustee and the Town (the "Trust Agreement");

W I T N E S S E T H:

WHEREAS, the Town desires to finance the acquisition, construction, installation and equipping of certain capital facilities, street, sidewalk and stormwater improvements, and other projects of the Town (collectively, the "Project") as described in Exhibit A hereto; and

WHEREAS, the Trustee will execute and deliver the Obligations and use the proceeds of the Obligations to provide funds to the Town to acquire the Project and pay the costs of delivery of the Obligations; and

WHEREAS, the Town shall hereby agree to pay to the Trustee from time to time the Payments (as defined herein) and to pledge its Excise Taxes (as defined herein) as security and the source of payment of such Payments and the Trustee shall hereby agree to accept such Payments;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

1. Term and Payments

(a) To provide the funds necessary to (i) finance the Project and (ii) to pay costs of issuance of the Obligations the Trustee shall execute and deliver the Obligations and use the proceeds thereof to finance the Project and payment of said delivery costs.

(b) The Town agrees to acquire, construct, install and equip the Project or cause the same to be acquired, constructed, installed and equipped, all in accordance with the plans and specifications thereto prepared for the Town, and to pay all costs and expenses attendant thereto, including architectural and engineering costs and construction management fees, if any. To provide the funds necessary therefor, the Trustee, under the Trust Agreement, will execute and deliver the Excise Tax Revenue Obligations, Series 2016 (Bank Qualified) (the "Obligations").

(c) The Town agrees to make the payments described herein to the Trustee on the Payment Dates set forth, and in the amounts set forth in the payment schedule attached hereto as Exhibit B and incorporated herein (the "Payments"). The Town's obligation to make such Payments shall be limited to payments from Excise Taxes (as defined herein) pledged to the payment thereof by the Town. The Town shall receive a credit against amounts due equal to any amounts held in the Payment Fund and available for such purpose

(d) Reserved.

(e) The obligations of the Town to make the Payments from the sources described herein and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the Town or otherwise, or out of indebtedness or liability at any time owing to the Town by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the Town (i) will not suspend or discontinue any payments provided for in Section 1 herein, (ii) will perform and observe all other agreements contained herein, and (iii) will not terminate the term hereof for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event the Trustee shall fail to perform any such agreements on its part, the Town may institute such action against the Trustee as the Town may deem necessary to compel performance so long as such action does not abrogate the obligations of the Town contained in the first sentence of this paragraph (e). This Agreement shall not terminate so long as any payments are due and owing under the Obligations.

(f) In the event that the Town expects that it will not make a Payment when due hereunder, the Town shall, at least five (5) Business Days before the date such Payment is due, notify the Trustee in writing of such expectation.

2. Pledge of Excise Taxes; Limited Obligations

(a) The Town hereby pledges for the Payments to be made hereunder and all other amounts payable pursuant hereto its Excise Taxes, as defined in Section 7 herein. The Town intends that this pledge shall be a first lien pledge upon such amounts of said taxes as will be sufficient to make the Payments pursuant hereto when due. The Town agrees and covenants to make said Payments from such Excise Taxes, except to the extent it chooses to make the Payments from other funds pursuant to Section 4. Said pledge of, and said lien on, the Excise Taxes is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof, and to create and maintain the funds as hereinafter specified in this Agreement or as may be specified in the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to the Town of Paradise Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2009 (\$11,055,000 principal amount issued, \$3,160,000 outstanding) (the "Existing Parity Obligations"). The Town shall remit to the Trustee (or other appropriate trustee with respect to Parity Obligations) from Excise Taxes all amounts due under this Agreement and Parity Obligations in the amounts and at the times and for the purposes as required herein. The Town

will make such transfers to the Trustee from a separate and special fund held by the Town which shall contain only Excise Taxes and shall not contain any other moneys of the Town; this fund is known as the "Town of Paradise Valley, Arizona, Excise Tax Fund" (the "Excise Tax Fund"). The Excise Tax Fund is and shall continue to be funded solely and only from the Excise Taxes received by the Town and from no other source. Under no circumstances shall moneys be deposited from the Town's general fund to the Excise Tax Fund.

(b) The Town's obligation to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, the Town, the State of Arizona, or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

3. **Surplus and Deficiency of Excise Taxes.** Subject to the rights with respect to the Excise Taxes of the Owners of the Parity Obligations, and any other obligations issued on a parity herewith pursuant to the Trust Agreement and this Agreement, Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee (or other appropriate trustee with respect to Parity Obligations) for Payments due under this Agreement or the Trust Agreement or Parity Obligations shall constitute surplus revenues and may be used by the Town for any lawful purpose for the benefit of the Town, including the payment of junior lien obligations to which such Excise Tax revenues may from time to time be pledged. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement or Parity Obligations are not sufficient to make the deposits and transfers therein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms hereof, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

4. **Use of Other Funds at the Option of the Town.** The Town may, at the Town's sole option, make such Payments from its other funds as permitted by law and as the Town shall determine from time to time, but the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by the Town or from bonds or other obligations, the payment of which the Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State of Arizona, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

5. **Parity Obligations.** So long as any amounts due hereunder remain unpaid or unprovided for, the Town shall not create, suffer or permit any lien upon the Excise Taxes senior to the lien hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the Town shall not create, suffer or permit any lien upon Excise Taxes on a parity herewith except for Parity Obligations upon compliance with the requirements therefor set out in the Trust Agreement.

6. **The Town to Maintain Coverage of Two Times Debt Service.** The Town covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed

in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of the Town, shall be equal to at least two (2) times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable hereunder, and under any Outstanding Parity Obligations, for the current Bond Year (as defined in the Trust Agreement). The Town further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least two (2) times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, the Town will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current Fiscal Year's receipts will be equal to at least two (2) times the next succeeding Bond Year's Annual Debt Service Requirement.

7. Definition of Excise Taxes. "Excise Taxes" shall mean all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter collected or received by the Town, or allocated or apportioned to the Town by the State, any political subdivision thereof or any other governmental unit or agency and not earmarked by the contributor for a contrary or inconsistent purpose. Revenues received by the Town from vehicle license taxes charged by the State will not be deemed Excise Taxes for purposes of this Agreement and the Trust Agreement. Revenues received by the Town from fines and forfeitures, permit fees, utility use and miscellaneous fees and interest earnings on Town funds will not be deemed Excise Taxes for purposes of this Agreement or the Trust Agreement. Unless specifically pledged by the Town to be on a basis senior to, or on a parity with, the pledge described in this Agreement, the Town's pledge of, and first lien on, its Excise Taxes is superior to, and shall have priority over, any other pledge, agreement or financial policy of the Town. Revenues generated by the Town from building permits and development impact fees will not be deemed Excise Taxes for purposes of this Agreement or the Trust Agreement. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to this Agreement.

8. Representations, Warranties and Covenants.

(a) The Town represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of the Town, enforceable against the Town in accordance with its terms, and has been duly authorized, executed and delivered by the Town; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds which are legally available for such purposes.

(b) The Town represents, warrants and covenants that it has disclosed in writing to the Trustee all facts that do or will materially adversely affect the operations or financial condition of the Town and that any financial statements, notices or other written statements provided by the Town to the Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading.

9. Prepayment Permitted; Providing for Payment.

(a) The Town may prepay the Payments in order to cause the redemption of the Obligations as provided in Article IV of the Trust Agreement.

(b) The Town may provide for the payment of any Payment in any one or more of the following ways:

(1) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 herein;

(2) by depositing with a Depository Trustee (as defined herein), in trust for such purposes, at or before maturity, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment; or

(3) by depositing with a Depository Trustee, in trust for such purpose, any United States Obligations (as defined in the Trust Agreement) which are noncallable, in such amount as shall be certified to the Trustee and the Town, by a national firm of certified public accountants acceptable to both the Trustee and the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment, as and when the same becomes due and payable at maturity.

A Depository Trustee shall be any bank or trust company, including the Trustee, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority who holds money and securities in trust for the purposes set forth in subparagraphs (2) or (3) of this paragraph (b) (a "Depository Trustee").

10. Event of Default and Remedies Upon Event of Default.

(a) The occurrence of one or more of the following events shall constitute an "Event of Default," whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Town's failure to make any Payment or any other amount payable hereunder or under the Trust Agreement when the same shall become due;

(2) The Town's failure to perform or observe any other covenant, condition or agreement required to be performed or observed by the Town hereunder or under the Trust Agreement and such failure shall continue for a period of twenty (20) days after written notice thereof from the Trustee to the Town; provided, however, that if the failure cannot be corrected within the applicable time period, the Trustee will not unreasonably withhold its consent to an extension of one hundred eighty (180) days from the date of delivery of such written notice to the Town by the Trustee if corrective action is instituted by the Town within the applicable

period and diligently pursued until the default is corrected; provided, however, that if the failure cannot be corrected within the initial one hundred eighty (180) day extension, the Town may request, and the Trustee will not unreasonably withhold its consent to, successive additional one hundred eighty (180) day extension(s) so long as the Town is diligently pursuing corrective action;

(3) Any representation or warranty made by the Town hereunder shall be untrue in any material respect as of the date made and not made true in all material respects within twenty (20) days of notice thereof from the Trustee to the Town;

(4) The Town shall make, permit or suffer any unauthorized assignment or transfer hereof or any interest therein; or

(5) The Town becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Town or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the Town or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the Town and, if instituted against the Town, is consented to or acquiesced in by the Town or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified in subsection 10(a) hereof, the Trustee shall give written notice of such Event of Default to the Town and may, upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Obligations then outstanding and upon being indemnified pursuant to its satisfaction, pursue or exercise any of the following remedies or rights, provided that such election or commencement to exercise any such remedy or right shall not preclude the Trustee from concurrently or separately electing or exercising any other remedy not inconsistent therewith:

(1) Enforce this Agreement by appropriate legal or other action to collect all amounts due or accruing hereunder or under the Trust Agreement and to cause the Town to pay or perform its other obligations hereunder or under the Trust Agreement when and as the same shall be required to be paid or performed hereunder or thereunder, and for damages for the breach hereof and of the Trust Agreement, which damages shall be the amounts payable hereunder at the times herein set forth without acceleration plus the reasonable costs of collection, including reasonable attorneys' fees and expenses;

(2) Pursue and exercise any other remedy available at law or in equity and all other remedies permitted under the Trust Agreement. No other remedy exercised by the Trustee under this Section 10 shall excuse any of the Town's obligations hereunder.

(c) The Trustee, upon the bringing of a suit to collect the Payments in default, may as a matter of right, without notice and without giving bond to the Town or anyone claiming under the Town, seek and obtain injunctive relief.

(d) The obligation of the Town to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

11. Assignment.

(a) Except as otherwise provided herein, without the prior written consent of the Trustee (which, prior to the payment of the Obligations in full, shall not be given without the Trustee's receipt of direction from the Owners of a majority in aggregate principal amount of the Obligations then Outstanding to give such consent), the Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein,

(b) Subject to the terms of the Trust Agreement, the Trustee shall be entitled, with or without notice to, or the consent of, the Town, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or which become due to the Trustee hereunder, provided that such transfer or assignment shall not impair the Obligations, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by the Trustee in connection herewith and shall execute such nondisturbance and acceptance instruments as shall reasonably be required to evidence the same as hereinafter provided and, upon the Town's receipt of notice of any such assignment or transfer of the Trustee's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be the Trustee hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of the Trustee hereunder for all purposes hereof.

During the term hereof, the Town shall maintain a complete and accurate record of all such sales, assignments and transfers in form necessary to comply with Section 149(a) of the United States Internal Revenue Code of 1986, as amended, and the regulations proposed or existing, from time to time promulgated thereunder. Upon the Town's receipt of written notice as above-described, of the Trustee's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, the Town agrees to attorn to and recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto, and as the trustee(s) hereunder. Upon the written request of any purchaser, assignee or transferee of the Trustee's interest, the Town agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which the Town can truthfully attest, including but not limited to a separate acknowledgment of assignment and attornment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of the Trustee and shall acknowledge the Town's rights hereunder. Provided, however, that in the event the Trustee becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under the Trust Agreement, then the resulting entity shall assume all rights, responsibilities and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party and the "Trustee" hereunder shall refer to such resulting party.

12. Reserved.

13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the Town may be waived except by the written consent of the Trustee and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Trustee from invoking such remedy at any later time prior to the Town's cure of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State of Arizona in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Trustee and the Town.

(d) Any term or provision hereof found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) Trustee hereunder shall have the right at any time or times, by notice to the Town, to designate or appoint any person or entity to act as agent or trustee for the Trustee for any purposes hereunder.

(f) The Town agrees to pay interest at the rates necessary to pay the interest components specified in Exhibit A.

(g) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(h) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the Trustee's right, title or interest herein shall be and have the rights of a third party beneficiary hereunder.

14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to the Trustee: U.S. Bank National Association
Global Corporate Trust Services
101 North First Avenue, Suite 1600
Mailstop: LM-AZ-X16P
Phoenix, Arizona 85003

If to the Town: Town of Paradise Valley, Arizona
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Director of Administrative and
Government Affairs

with a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile No.: 602.340.1538
Attn: Mr. Scott W. Ruby

15. Definitions. All terms not otherwise defined herein are as defined in the Trust Agreement.

16. Tax Covenants. In consideration of the acceptance and execution of this Agreement by the Trustee and the purchase of the Obligations by the Owners thereof, from time to time, and in consideration of retaining the exclusion of interest income from gross income on this Agreement and the Obligations for federal income tax purposes, the Town covenants with the Trustee and the Obligation Owners from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on this Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution hereof or such laws as they may be modified or amended or tax laws later adopted.

The Town agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on this Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating hereto; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating hereto; and limiting the use of the proceeds hereof and property financed thereby.

In consideration for the issuance of Obligations, the Town agrees to be the ultimate obligor for the payment of arbitrage rebate should the amounts held in the Arbitrage Rebate Fund be insufficient to make all payments required by Section 148(f)(3) of the Internal Revenue Code of 1986, as amended, or any succeeding sections.

17. Notice as to Conflict of Interest. A.R.S. Section 38-511 provides that the Town may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town from any other party to the contract arising as a result of the contract.

18. Trustee. The Trustee is acting hereunder in its capacity as the Trustee under the Trust Agreement and is entitled to all the rights, protections, immunities and indemnities hereunder as afforded to the Trustee under the Trust Agreement.

19. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Trustee's services by the Town. The Town retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection by the Town during normal business hours. The Trustee and its subcontractors shall cooperate with the Town's random inspections including granting the Town entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of February, 2016.

TRUSTEE:

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By _____

Its _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____
_____, the _____ of U.S. Bank National Association, a national
banking association authorized to do trust business in the State of Arizona, on behalf of the
Trustee, whose identity was proven to me on the basis of satisfactory evidence to be the person
who s/he claims to be, and acknowledged that s/he signed the above document.

Notary Public

(Affix notary seal here)

TOWN:

**TOWN OF PARADISE VALLEY,
ARIZONA, a municipal corporation and
political subdivision under the laws of the
State of Arizona**

By _____
Mayor

ATTEST:

By _____
Town Clerk

APPROVED AS TO FORM:

By _____
Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared Michael Collins, the Mayor of the Town of Paradise Valley, Arizona, a municipal corporation and political subdivision under the laws of the State of Arizona, on behalf of the Town, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public

(Affix notary seal here)

EXHIBIT A

DESCRIPTION OF PROJECT

[TO BE UPDATED BY TOWN]

- A. Facility Improvement Projects
- B. Technology Projects
- C. Street Projects
- D. Sidewalk Projects
- E. Stormwater Projects
- F. Wastewater Projects
- G. Traffic Signal Projects

EXHIBIT B

PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest*</u>	<u>Total Payment</u>
6/15/2016			
12/15/2016			

TOTAL