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AZ CORP COMMISSION
DOCKET CONTROL

BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission
DOCKETED
JAN 06 2016
DOCKETED BY

COMMISSIONERS
SUSAN BITTER SMITH, CHAIRMAN
BOB STUMP
BOB BURNS
TOM FORESE
DOUG LITTLE

IN THE MATTER OF THE APPLICATION OF INDIADA WATER COMPANY, INC., FOR APPROVAL OF A PERMANENT INCREASE IN ITS WATER RATES.	DOCKET NO. W-02031A-10-0168
IN THE MATTER OF THE APPLICATION OF ANTELOPE RUN WATER COMPANY FOR APPROVAL OF A PERMANENT INCREASE IN ITS WATER RATES.	DOCKET NO. W-02327A-10-0169
IN THE MATTER OF THE APPLICATION OF BOB B. WATKINS DBA EAST SLOPE WATER COMPANY FOR APPROVAL OF ITS PERMANENT INCREASE IN ITS WATER RATES.	DOCKET NO. W-01906A-10-0170
IN THE MATTER OF THE APPLICATION OF BOB B. WATKINS DBA EAST SLOPE WATER COMPANY, INDIADA WATER COMPANY, INC., AND ANTELOPE RUN WATER COMPANY FOR APPROVAL OF A TRANSFER OF ASSETS AND CERTIFICATES OF CONVENIENCE AND NECESSITY.	DOCKET NO. W-01906A-10-0171 DOCKET NO. W-02031A-10-0171 DOCKET NO. W-02327A-10-0171

IN THE MATTER OF THE APPLICATION OF BOB B. WATKINS DBA EAST SLOPE WATER COMPANY FOR AUTHORITY TO INCUR LONG-TERM DEBT.	DOCKET NO. W-01906A-10-0183
IN THE MATTER OF THE APPLICATION OF INDIADA WATER COMPANY, INC. FOR AUTHORITY TO INCUR LONG-TERM DEBT.	DOCKET NO. W-02031A-10-0184
IN THE MATTER OF THE APPLICATION OF ANTELOPE RUN WATER COMPANY FOR AUTHORITY TO INCUR LONG-TERM DEBT.	DOCKET NO. W-02327A-10-0185
	NOTICE OF WIFA LOAN CLOSING AND CUSTOMER COUNT

Pursuant to Decision No. 73091, East Slope Water Company, Inc. ("Company") hereby files the executed loan documents between the Company and the Water Infrastructure Finance Authority ("WIFA"). *See* Attachment 1. Pursuant to Decision No. 75172, the surcharge shall be effective as of December 21, 2015. The Company shall apply the surcharge in the next billing cycle.

Currently, East Slope is serving 970 customers. The WIFA surcharge will be applied to each customer as ordered in Decision No. 75172.

RESPECTFULLY SUBMITTED this 6th day of January, 2016.

MOYES SELLERS & HENDRICKS LTD.

Original and 13 copies of the foregoing were hand-delivered this 6th day of January, 2015 to:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Donnelly Herbert

ATTACHMENT 1

WIFA

Water Infrastructure Finance Authority of Arizona

Arizona's Drinking Water Revolving Fund

East Slope Water Company

Loan Agreement #920262-16

December 21, 2015

Borrower Copy

WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA
DITAT DEUS
1997

East Slope Water Company and

Water Infrastructure Finance Authority of Arizona

Borrower's Copy – Table of Contents

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Exhibit A: Financial Assistance Terms and Conditions	6.
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WIFA Disbursement Requisition Procedures and Payment Requisitions (on CD)	

RESOLUTION NO. 2

RESOLUTION OF THE EAST SLOPE WATER COMPANY, INC. AUTHORIZING THE LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY

Recitals

A. East Slope Water Company, Inc. ("Company") is a public service corporation and duly organized and existing under the laws of the State of Arizona for the primary purpose of providing utility service to real property within the Company's service area as well as other purposes provided by law.

B. The Company has the authority to borrow money and to accept financial assistance pursuant to Arizona Corporation Commission Decision No. 73091, as amended.

C. The Board of Directors of the Company ("Board") has held a duly called and noticed meeting to discuss and authorize the acceptance of the loan agreement offered by the Water Infrastructure Finance Authority ("WIFA" or "Lender") as described in WIFA Loan Agreement No. 920262-16 .

D. The Board has complied with the notice, publication, meeting, hearing, and other applicable requirements.

Resolution

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1.0 The Recitals set forth above are incorporated herein.

2.0 The Board the Company President to certify to WIFA that at a meeting of the Board was properly and duly called in accordance with applicable law and held on the date designated below at which meeting at least a quorum of said Board was present and those present constituted a legally sufficient number qualified to act and transact matters and the following resolutions were adopted and the same have not been altered, amended or revoked.

3.0 The Company is authorized and empowered to enter into a loan transaction with Lender to borrow the sum of Two Million One Hundred Fourteen Thousand Sixty Three Dollars ($2,116,063.00). The President is hereby authorized and empowered to act on behalf of the Company, to enter into the loan with Lender on such terms and conditions the President may approve, including, without limitation, conferring the power to appoint a receiver, and to pledge, set over, transfer, assign, mortgage, hypothecate, grant security interests in, and otherwise encumber as security for the repayment of each of such loans, any assets of the Company as may be required and agreed upon between the President and Lender, and to execute and deliver to Lender on behalf of, and in the name of, the Company, the Company's evidence(s) of indebtedness stating the District's promise and obligation to pay said principal sum(s), together with any other amounts which may be provided for in such instrument(s) evidencing said

indebtedness and from time to time, when any obligation evidencing any of such loans matures, to renew the loan(s) in whole or in part until the same are paid in full.

4.0 The President is authorized and empowered to execute on behalf of, and in the name of, the Company from time to time loan agreements, instruments granting Lender a security interest in any assets of the Company, and supplements to each, together with any and all other security agreements, instruments and documents as may be required and agreed upon between such officer or person and Lender or which President may deem expedient in carrying out the intents and purposes of the Resolutions set forth herein.

5.0 These Resolutions relate solely to the Company's general borrowing and do not in any manner whatsoever limit the amount of any Company borrowing heretofore or hereafter made under any other financing arrangement, and that these Resolutions are mutually exclusive, cumulative as to amounts and shall not serve to revoke or alter any Resolutions previously delivered to Lender or (unless specifically otherwise provided) be revoked by any Resolutions subsequently delivered to Lender relating to general or specific financing arrangements between Lender and the Company.

6.0 For action of the Lender in reliance thereon, the Company Secretary shall certify and deliver to the said Lender a copy of these Resolutions, and that these Resolutions shall remain in full force and effect until written notice of their repeal shall have been received by Lender and until all indebtedness which may have been incurred as aforesaid shall have been paid and satisfied.

7.0 The Board certifies that the authority conferred is not inconsistent with the Laws of the State of Arizona or any other resolutions adopted by the District.

PASSED, APPROVED, ADOPTED, SUBSCIBED, AND SWORN this 22 day of October, 2015.

Nathan Watkins, President

CERTIFICATION

Bonnie O'Connor, Secretary

Loan Resolution 2016-002 - East Slope Water Company

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from East Slope Water Company (the *"Local Borrower*) a request for a loan (the "*Loan*"); and

WHEREAS, the Authority has determined that the Local Borrower has met the requirements of Arizona Revised Statutes §49-1201 et seq. (the "*Act*") and the rules promulgated thereunder (the *"Rules"*); and

WHEREAS, the terms and conditions under which a Loan will be made and the obligations of the Local Borrower will be set forth in a loan agreement or bond purchase agreement (the "*Loan Agreement*") to be executed by the Local Borrower and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Executive Director of the Authority is hereby authorized and directed to execute a Loan Agreement with the Local Borrower to evidence a Loan in accordance with the Act, the Rules, the Local Borrower's applications to the Authority, and the Project Summary detailed in Section 2 of this Loan Resolution.

The Executive Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution and the Loan Agreement and to ensure that the Local Borrower has completed all requirements of the Authority as detailed in Section 3, Section 4, and Section 5 of this Loan Resolution.

This Resolution shall take effect immediately and shall terminate one year from the date of Board Action.

Dated: August 19, 2015

By: Paul T. Gardner
Chairman

Attest: S. M. Scott
Executive Director

Section 2: Project Summary

2.1 Project Number(s)

DW 009-2016

2.2 Project Priority Data

PL Rank	Funding Cycle	Population Served	Subsidy Rate
11	DW 2016	3,430	85%

2.3 Project Description(s)

Main Water System

- Install approximately 900 lineal feet (lf) of 8-inch water main connecting both Well Nos. 2 and 3 Booster Stations into the water system.
- In the area north of Bevers Street, between the Well No. 1 and Well No. 4 sites, tie over the existing 6-inch water main at the Well No. 4 site and to the existing 2-inch mains serving each roadway to the east (four locations). In addition, tie over the remaining meters along the 2-inch line to the 6-inch line.
- Install approximately 100 lf of 8-inch interconnect water line across Ramsey Road near the Well No. 3 Booster Station to the Rancho San Pedro area, with piping and valving reconfiguration in the Rancho San Pedro water plant site to deliver into the Main Pressure Zone area via a Pressure Reducing Valve (PRV) station.
- Install approximately 1,100 lf of 6-inch water main along Ramsey Road from the Well No. 3 Booster Station to the west to connect to existing 4-inch water mains in alleys west of San Juan and Santa Elena Streets.
- Install approximately 6,000 lf of 6-inch water main along Santa Elena Street from Ramsey Road to Camino Principal, including connections to the distribution system along Camino Principal and near Well No. 2 Booster Station.
- Install approximately 3,600 lf of 6-inch water main along Ramsey Road from the connection to Well No. 3 Booster Station eastward, to connect to the existing 4-inch water main in the alley east of Campobello and connect to the existing 4-inch water distribution system at each alley along Ramsey Road.

West Water System

- Install an emergency interconnect from the adjacent Pueblo Del Sol Water Company. This project consists of approximately 1,400 feet of 6-inch pipeline to deliver water from Pueblo del Sol to the West Water System.
- Install a new storage tank at the existing Water Plant No. 2 site. The tank project will also include the installation of approximately 2,100 linear feet of 6-inch water main, to connect the new tank to the South Zone of the water system.

- Upgrade the existing Antelope Run Booster Station and hydropneumatic tank. One section of approximately 300 linear feet of 4-inch water main is proposed to loop together two dead end mains.

2.4 Previous Board or Committee Actions

August 15, 2012 – Board approved Loan Resolution No. 2013-001 for $282,748 (Loan No. 720233-13) for a three year planning and design loan.

June 25, 2009 – Board awarded Technical Assistance grant TA DW-007-2010 to Antelope Run Water Company in the amount of $35,000 to conduct a preliminary analysis of combining Antelope Run with the Indiada and East Slope systems.

2007 Technical Assistance Funding Cycle - Board awarded East Slope Water Company $35,000 for drinking water technical assistance to design system storage, electrical and pumping upgrades. The project was terminated.

2003 Technical Assistance Funding Cycle - Board awarded East Slope Water Company $7,000 for drinking water technical assistance to design system storage, electrical and pumping upgrades. The project was terminated.

2.5 Project Finance Committee Recommendations

N/A

Section 3: Financial Assistance Terms & Conditions (Section 7.1 of Due Diligence)

Financial Assistance Amount: $2,114,063.00

Primary Repayment Source: System Revenues

Secondary Repayment Source: None

Loan Term: 17 years

Frequency of Repayment: Monthly

Loan Structure: Non-Governmental, Level 2 - Fixture Filing

Debt Service Reserve Fund Requirements: WIFA Held

Repair and Replacement Fund Requirements: Local - Separate Account

Requirements Prior to Loan Execution:

Require Legal Opinion: Yes

Other: See requirements under Section 4

Requirements Prior to Construction: No Requirement

Requirement During Construction: No Requirement

Requirements Prior to Final Disbursements: No Requirement

Loan Category: Not Qualified

Policy Exceptions: None

Section 4: Technical Terms & Conditions (Section 7.2 of Due Diligence)

Observation Schedule A:

Observation 1: Upon borrower notification of construction commencement

Final Observation: 80% construction budget disbursement

Withholding Percentage: 10% (released after deliverables received)

Requirements Prior to Loan Execution: Yes

1. Demonstration that the interconnect with Pueblo del Sol Water Company will provide the West System with as much water as needed by East Slope to serve its customers.
2. WIFA staff review of the additional cost (once identified by the Company) to East Slope of purchasing water from Pueblo Del Sol Water Company, and subsequent confirmation that projected debt service coverage will still meet 1.20.

Requirements Prior to Construction:

Prior Review and Approval of Construction Bids: Yes

Require Construction Signs: Yes
The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Other: No Requirement

Requirements During Construction:

Prior Review of Changes in Project Scope: Yes
The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Other: No Requirement

Requirements Prior to Final Disbursements:

Require Plan of Operation: No Requirement

Require Final Approval: Yes

Other: No Requirement

Policy Exceptions: None

Section 5: Additional Notice & Reporting Requirements (Section 7.3 of Due Diligence)

WIFA to generate Press Release: Yes

Other: Wage rate reporting requirements; Use of American Iron and Steel requirement

Loan Agreement

between

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

East Slope Water Company

(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of December 21, 2015

WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA
LOAN AGREEMENT

This Loan Agreement (as it may be amended or supplemented from time to time, this "Agreement") is made and entered into as of the date set forth below by and between the Local Borrower and the Authority set forth below.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and Standard Terms and Conditions.

Section 1. Party Names And Addresses.

Local Borrower:	East Slope Water Company
Local Borrower Mailing Address:	P.O Box 85160 Tucson, Arizona 85754 520-624-1460 520-792-0377
Attention:	Nathan Watkins, President
Local Borrower Business Office Address:	P.O. Box 85160 Tucson, Arizona 85754
Lender:	Water Infrastructure Finance Authority of Arizona
Lender Address:	1110 West Washington Street, Suite 290 Phoenix, Arizona 85007
Attention:	Executive Director

Section 2. Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Agreement:

Exhibit A	Financial Assistance Terms and Conditions
Exhibit B	Technical Terms and Conditions
Exhibit C	Reporting Requirements
Exhibit D	Debt Service Reserve and Replacement Reserve Provisions
Exhibit E	Limits on Additional Indebtedness without Lender Consent
Exhibit F	Form of Promissory Note
Exhibit G	Form of Opinion of Counsel to Borrower
Exhibit H	Borrower Disclosure

Section 3. The Loan. Subject to the terms and conditions of this Agreement, the Authority agrees to make the Loan to the Local Borrower by means of one or more disbursements

("Disbursements") in an aggregate principal amount not to exceed the Loan Amount (the "Commitment"). The undisbursed portion of the Commitment shall expire on the earlier of (i) the date that the Loan amount has been fully disbursed by the Authority, (ii) the date the final requisition received from the Local Borrower is disbursed, or (iii) the third anniversary of the Loan closing. The obligation of the Local Borrower to repay the Loan is evidenced by the Promissory Note in the form attached hereto as Exhibit F, dated of even date herewith, of the Local Borrower payable to the Authority, as it may be amended, modified, extended, renewed, restated, or supplemented from time to time (the "Note"). In the event of a conflict between the Note and this Agreement, the terms of this Agreement shall be deemed controlling. The Loan shall not constitute a revolving loan, and amounts repaid may not be reborrowed.

Section 4. Disbursements. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. In making Disbursements, the Authority shall be entitled to rely upon, and shall incur no liability to the Local Borrower in acting upon, any request made by a person identifying himself or herself as one of the persons authorized by the Local Borrower to request Disbursements. Disbursements of the Loan will be made only upon satisfaction of the conditions set forth in this Agreement, including the following:

(a) The Authority has received a draw request from the Local Borrower, in form and substance satisfactory to the Authority, not less than ten (10) days prior to the date for which such Disbursement is requested, specifying the amount and purpose of the Disbursement requested. The Authority will furnish an acceptable form of draw request to the Local Borrower. The Authority may revise the form of draw request from time to time.

(b) Except as hereinafter provided, disbursements shall be made only upon certification of an authorized officer of the Authority that such disbursement is proper. An authorized officer of the Authority shall approve disbursements in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved.

(c) The Authority has received such other items or documents as the Authority may reasonably require.

Section 5. Payment Of Principal, Interest And Fees. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 6. Loan And Security Documents. The Loan shall be secured by the Continuing Security Agreement of even date herewith executed by the Local Borrower for the benefit of the Authority (the "Continuing Security Agreement") granting the Authority a security interest in the collateral described therein by the provisions of this Agreement providing for the holding of, and granting the Authority a security interest in, the Debt Service Reserve Fund and the Replacement

Reserve Fund (as described in Exhibit D). The Continuing Security Agreement, any Deed of Trust and any other agreements, documents or instruments securing the Loan are referred to as the "Security Documents". This Agreement, the Note, the Security Documents and any other agreements, documents or instruments evidencing, securing or otherwise relating to the Loan, and all exhibits thereto, are referred to as the "Loan Documents".

Section 7. Special Provision Amending the Standard Terms and Conditions. Notwithstanding the provisions of Section 4(j) of the Standard Terms and Conditions, surplus revenues may be used to pay dividends as long as the Local Borrower is in compliance with meeting minimum Debt Service Coverage requirements, Debt Service Reserve Fund requirements and Repair and Replacement Fund requirements.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

DATED as of December 21, 2015.

East Slope Water Company

By: _____
Name: Nathan Watkins
Title: President

Water Infrastructure Finance Authority of Arizona

By: _____
Name: Sandra Sutton
Title: Executive Director

LOAN AGREEMENT ADDENDUM

Wage Rate Requirements for Compliance with P.L. 111-88

Water Infrastructure Finance Authority of Arizona

This document (this "Wage Rate Addendum") sets forth additional requirements applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") that are subject to the requirements of federal Public Law 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," enacted October 30, 2009 ("P.L. 111- 88"). The provisions in this Wage Rate Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under P.L. 111-88, and that the requirements of P.L. 111-88 include those set forth in this Wage Rate Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Additional Requirement for Subrecipients that are not Governmental Entities:

Obtaining Wage Determinations - Under this Wage Rate Addendum, the non-governmental borrower must submit its proposed Davis Bacon wage determinations to WIFA for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors. **THIS PARAGRAPH DOES NOT APPLY TO GOVERNMENTAL ENTITIES.**

Section 1. Wage Rate Requirements

The following language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Local Borrower shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the

DWSRF, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, or the FFY 2010 appropriation, the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Local Borrowers may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Local Borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Local Borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Local Borrower to the WIFA award official. The WIFA award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA Davis Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFA award official or will notify the WIFA award official within the 30-day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Local Borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the WIFA award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**. The Local Borrower shall upon its own action or upon written request of WIFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or

any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Local Borrower. Such documentation shall be available on request of WIFA or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week. **The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).** The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Local Borrower for transmission to WIFA or EPA, if requested by EPA, WIFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of

compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Local Borrower.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of WIFA. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or WIFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship

Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the

ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Local Borrower, WIFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Local Borrower shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Local Borrower, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Local Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such

records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Local Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of WIFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 2. General Provisions.

(a) Binding Effect. This Wage Rate Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this Wage Rate Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Wage Rate Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Wage Rate Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Wage Rate Addendum shall be governed by and construed in accordance with the laws of the State of Arizona.

(f) Captions. The captions or headings in this Wage Rate Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Wage Rate Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Wage Rate Addendum.

(h) Arbitration. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes.

(i) Notice Regarding A.R.S. § 38 511. To the extent applicable by provision of law, the parties acknowledge that this Wage Rate Addendum is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

WIFA and the Local Borrower are signing this Wage Rate Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Sandra Sutton, Executive Director

East Slope Water Company

By: _____

Nathan Watkins, President

[Signature page to Wage Rate Addendum to Loan Agreement]

LOAN AGREEMENT ADDENDUM

American Iron and Steel Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "American Iron and Steel Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this American Iron and Steel Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this American Iron and Steel Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for the construction, alteration, maintenance, or repair of treatment works under the Clean Water State Revolving Fund and for the construction, alteration, maintenance, or repair of a public water system under the Drinking Water State Revolving Fund, a provision requiring the application of American Iron and Steel requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. Whether or not the project has multiple sources of funding, the American Iron and Steel requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **American Iron and Steel Requirements.** In accordance with federal law:

(a)(1) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

Section 2. General Provisions.

(a) Binding Effect. This American Iron and Steel Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this American Iron and Steel Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This American Iron and Steel Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This American Iron and Steel Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This American Iron and Steel Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this American Iron and Steel Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this American Iron and Steel Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this American Iron and Steel Addendum.

(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes 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 this American Iron and Steel Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this American Iron and Steel Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Sandra Sutton, Executive Director

East Slope Water Company

By: _____

Nathan Watkins, President

[Signature page to American Iron and Steel Addendum to Loan Agreement]

Exhibit A of Loan Agreement

Section 1: Financial Assistance Terms and Conditions
East Slope Water Company
17-Dec-15

Loan Number		920262-16
Closing Date		12/21/15
Financial Assistance Terms and Conditions		
Original Loan Amount as of the Closing Date	$	1,001,944.00
Final Loan Amount as of Release of Retention	$	1,001,944.00
Loan Term		17
Combined Interest & Fee Rate		4.463%
First Fixed Monthly Payment		07/01/16
Final Fixed Monthly Payment		12/01/32
Debt Service Reserve Fund Requirements (Held by WIFA)		
Total Reserve Amount	$	85,909.80
Monthly Deposit	$	1,431.83
Reserve Funded by (Date)		06/01/21
Repair and Replacement Fund Requirement (Held by Borrower)		
Begin Funding on (Date)		07/01/21
Annual Amount	$	17,181.96
Monthly Deposit	$	1,431.83
Monthly Payment		
Period #7 - 1st Debt Service Payment		
Maximum Payment (Includes interest payable from Closing to1st Payment)	$	28,465.09
Minimum Payment	$	8,590.98
WIFA will calculate the first payment due on Period #7; payment will depend on actual loan draws.		
Periods #8 through #66	$	8,590.98
Periods #67 through #120	$	7,159.15
Periods #121 through #180	$	7,159.15
Periods #181 through #240	$	7,159.15

Section 2: Loan Repayment Schedule, Repayment Periods 1 through 80 East Slope Water Company 17-Dec-15							
Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment	Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment
1	01/01/16	4.463%	0.00	41	05/01/19	4.463%	8,590.98
2	02/01/16	4.463%	0.00	42	06/01/19	4.463%	8,590.98
3	03/01/16	4.463%	0.00	43	07/01/19	4.463%	8,590.98
4	04/01/16	4.463%	0.00	44	08/01/19	4.463%	8,590.98
5	05/01/16	4.463%	0.00	45	09/01/19	4.463%	8,590.98
6	06/01/16	4.463%	0.00	46	10/01/19	4.463%	8,590.98
7	07/01/16	4.463%	28,465.09	47	11/01/19	4.463%	8,590.98
8	08/01/16	4.463%	8,590.98	48	12/01/19	4.463%	8,590.98
9	09/01/16	4.463%	8,590.98	49	01/01/20	4.463%	8,590.98
10	10/01/16	4.463%	8,590.98	50	02/01/20	4.463%	8,590.98
11	11/01/16	4.463%	8,590.98	51	03/01/20	4.463%	8,590.98
12	12/01/16	4.463%	8,590.98	52	04/01/20	4.463%	8,590.98
13	01/01/17	4.463%	8,590.98	53	05/01/20	4.463%	8,590.98
14	02/01/17	4.463%	8,590.98	54	06/01/20	4.463%	8,590.98
15	03/01/17	4.463%	8,590.98	55	07/01/20	4.463%	8,590.98
16	04/01/17	4.463%	8,590.98	56	08/01/20	4.463%	8,590.98
17	05/01/17	4.463%	8,590.98	57	09/01/20	4.463%	8,590.98
18	06/01/17	4.463%	8,590.98	58	10/01/20	4.463%	8,590.98
19	07/01/17	4.463%	8,590.98	59	11/01/20	4.463%	8,590.98
20	08/01/17	4.463%	8,590.98	60	12/01/20	4.463%	8,590.98
21	09/01/17	4.463%	8,590.98	61	01/01/21	4.463%	8,590.98
22	10/01/17	4.463%	8,590.98	62	02/01/21	4.463%	8,590.98
23	11/01/17	4.463%	8,590.98	63	03/01/21	4.463%	8,590.98
24	12/01/17	4.463%	8,590.98	64	04/01/21	4.463%	8,590.98
25	01/01/18	4.463%	8,590.98	65	05/01/21	4.463%	8,590.98
26	02/01/18	4.463%	8,590.98	66	06/01/21	4.463%	8,590.98
27	03/01/18	4.463%	8,590.98	67	07/01/21	4.463%	7,159.15
28	04/01/18	4.463%	8,590.98	68	08/01/21	4.463%	7,159.15
29	05/01/18	4.463%	8,590.98	69	09/01/21	4.463%	7,159.15
30	06/01/18	4.463%	8,590.98	70	10/01/21	4.463%	7,159.15
31	07/01/18	4.463%	8,590.98	71	11/01/21	4.463%	7,159.15
32	08/01/18	4.463%	8,590.98	72	12/01/21	4.463%	7,159.15
33	09/01/18	4.463%	8,590.98	73	01/01/22	4.463%	7,159.15
34	10/01/18	4.463%	8,590.98	74	02/01/22	4.463%	7,159.15
35	11/01/18	4.463%	8,590.98	75	03/01/22	4.463%	7,159.15
36	12/01/18	4.463%	8,590.98	76	04/01/22	4.463%	7,159.15
37	01/01/19	4.463%	8,590.98	77	05/01/22	4.463%	7,159.15
38	02/01/19	4.463%	8,590.98	78	06/01/22	4.463%	7,159.15
39	03/01/19	4.463%	8,590.98	79	07/01/22	4.463%	7,159.15
40	04/01/19	4.463%	8,590.98	80	08/01/22	4.463%	7,159.15

Section 2: Loan Repayment Schedule, Repayment Periods 81 through 160 East Slope Water Company 17-Dec-15							
Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment	Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment
81	09/01/22	4.463%	7,159.15	121	01/01/26	4.463%	7,159.15
82	10/01/22	4.463%	7,159.15	122	02/01/26	4.463%	7,159.15
83	11/01/22	4.463%	7,159.15	123	03/01/26	4.463%	7,159.15
84	12/01/22	4.463%	7,159.15	124	04/01/26	4.463%	7,159.15
85	01/01/23	4.463%	7,159.15	125	05/01/26	4.463%	7,159.15
86	02/01/23	4.463%	7,159.15	126	06/01/26	4.463%	7,159.15
87	03/01/23	4.463%	7,159.15	127	07/01/26	4.463%	7,159.15
88	04/01/23	4.463%	7,159.15	128	08/01/26	4.463%	7,159.15
89	05/01/23	4.463%	7,159.15	129	09/01/26	4.463%	7,159.15
90	06/01/23	4.463%	7,159.15	130	10/01/26	4.463%	7,159.15
91	07/01/23	4.463%	7,159.15	131	11/01/26	4.463%	7,159.15
92	08/01/23	4.463%	7,159.15	132	12/01/26	4.463%	7,159.15
93	09/01/23	4.463%	7,159.15	133	01/01/27	4.463%	7,159.15
94	10/01/23	4.463%	7,159.15	134	02/01/27	4.463%	7,159.15
95	11/01/23	4.463%	7,159.15	135	03/01/27	4.463%	7,159.15
96	12/01/23	4.463%	7,159.15	136	04/01/27	4.463%	7,159.15
97	01/01/24	4.463%	7,159.15	137	05/01/27	4.463%	7,159.15
98	02/01/24	4.463%	7,159.15	138	06/01/27	4.463%	7,159.15
99	03/01/24	4.463%	7,159.15	139	07/01/27	4.463%	7,159.15
100	04/01/24	4.463%	7,159.15	140	08/01/27	4.463%	7,159.15
101	05/01/24	4.463%	7,159.15	141	09/01/27	4.463%	7,159.15
102	06/01/24	4.463%	7,159.15	142	10/01/27	4.463%	7,159.15
103	07/01/24	4.463%	7,159.15	143	11/01/27	4.463%	7,159.15
104	08/01/24	4.463%	7,159.15	144	12/01/27	4.463%	7,159.15
105	09/01/24	4.463%	7,159.15	145	01/01/28	4.463%	7,159.15
106	10/01/24	4.463%	7,159.15	146	02/01/28	4.463%	7,159.15
107	11/01/24	4.463%	7,159.15	147	03/01/28	4.463%	7,159.15
108	12/01/24	4.463%	7,159.15	148	04/01/28	4.463%	7,159.15
109	01/01/25	4.463%	7,159.15	149	05/01/28	4.463%	7,159.15
110	02/01/25	4.463%	7,159.15	150	06/01/28	4.463%	7,159.15
111	03/01/25	4.463%	7,159.15	151	07/01/28	4.463%	7,159.15
112	04/01/25	4.463%	7,159.15	152	08/01/28	4.463%	7,159.15
113	05/01/25	4.463%	7,159.15	153	09/01/28	4.463%	7,159.15
114	06/01/25	4.463%	7,159.15	154	10/01/28	4.463%	7,159.15
115	07/01/25	4.463%	7,159.15	155	11/01/28	4.463%	7,159.15
116	08/01/25	4.463%	7,159.15	156	12/01/28	4.463%	7,159.15
117	09/01/25	4.463%	7,159.15	157	01/01/29	4.463%	7,159.15
118	10/01/25	4.463%	7,159.15	158	02/01/29	4.463%	7,159.15
119	11/01/25	4.463%	7,159.15	159	03/01/29	4.463%	7,159.15
120	12/01/25	4.463%	7,159.15	160	04/01/29	4.463%	7,159.15

Section 2: Loan Repayment Schedule, Periods 161 through 240 East Slope Water Company 17-Dec-15							
Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment	Period	Monthly Payment Dates	Combined Interest and Fee Rate	Fixed Monthly Payment
161	05/01/29	4.463%	7,159.15	201	09/01/32	4.463%	7,159.15
162	06/01/29	4.463%	7,159.15	202	10/01/32	4.463%	7,159.15
163	07/01/29	4.463%	7,159.15	203	11/01/32	4.463%	7,159.15
164	08/01/29	4.463%	7,159.15	204	12/01/32	4.463%	7,158.31
165	09/01/29	4.463%	7,159.15	205	01/01/33	0.000%	0.00
166	10/01/29	4.463%	7,159.15	206	02/01/33	0.000%	0.00
167	11/01/29	4.463%	7,159.15	207	03/01/33	0.000%	0.00
168	12/01/29	4.463%	7,159.15	208	04/01/33	0.000%	0.00
169	01/01/30	4.463%	7,159.15	209	05/01/33	0.000%	0.00
170	02/01/30	4.463%	7,159.15	210	06/01/33	0.000%	0.00
171	03/01/30	4.463%	7,159.15	211	07/01/33	0.000%	0.00
172	04/01/30	4.463%	7,159.15	212	08/01/33	0.000%	0.00
173	05/01/30	4.463%	7,159.15	213	09/01/33	0.000%	0.00
174	06/01/30	4.463%	7,159.15	214	10/01/33	0.000%	0.00
175	07/01/30	4.463%	7,159.15	215	11/01/33	0.000%	0.00
176	08/01/30	4.463%	7,159.15	216	12/01/33	0.000%	0.00
177	09/01/30	4.463%	7,159.15	217	01/01/34	0.000%	0.00
178	10/01/30	4.463%	7,159.15	218	02/01/34	0.000%	0.00
179	11/01/30	4.463%	7,159.15	219	03/01/34	0.000%	0.00
180	12/01/30	4.463%	7,159.15	220	04/01/34	0.000%	0.00
181	01/01/31	4.463%	7,159.15	221	05/01/34	0.000%	0.00
182	02/01/31	4.463%	7,159.15	222	06/01/34	0.000%	0.00
183	03/01/31	4.463%	7,159.15	223	07/01/34	0.000%	0.00
184	04/01/31	4.463%	7,159.15	224	08/01/34	0.000%	0.00
185	05/01/31	4.463%	7,159.15	225	09/01/34	0.000%	0.00
186	06/01/31	4.463%	7,159.15	226	10/01/34	0.000%	0.00
187	07/01/31	4.463%	7,159.15	227	11/01/34	0.000%	0.00
188	08/01/31	4.463%	7,159.15	228	12/01/34	0.000%	0.00
189	09/01/31	4.463%	7,159.15	229	01/01/35	0.000%	0.00
190	10/01/31	4.463%	7,159.15	230	02/01/35	0.000%	0.00
191	11/01/31	4.463%	7,159.15	231	03/01/35	0.000%	0.00
192	12/01/31	4.463%	7,159.15	232	04/01/35	0.000%	0.00
193	01/01/32	4.463%	7,159.15	233	05/01/35	0.000%	0.00
194	02/01/32	4.463%	7,159.15	234	06/01/35	0.000%	0.00
195	03/01/32	4.463%	7,159.15	235	07/01/35	0.000%	0.00
196	04/01/32	4.463%	7,159.15	236	08/01/35	0.000%	0.00
197	05/01/32	4.463%	7,159.15	237	09/01/35	0.000%	0.00
198	06/01/32	4.463%	7,159.15	238	10/01/35	0.000%	0.00
199	07/01/32	4.463%	7,159.15	239	11/01/35	0.000%	0.00
200	08/01/32	4.463%	7,159.15	240	12/01/35	0.000%	0.00

Exhibit B

Technical Terms and Conditions

Section 1
Budget

Uses by Budget Item	Amount Budgeted
Planning	$0.00
Design & Engineering	$74,144.00
Legal/Debt Authorization	$20,000.00
Financial Advisor	$0.00
Land/System Acquisition	$0.00
Equipment/Materials	$0.00
Construction/Installation/Improvement	$654,987.00
Inspection & Construction Management	$92,065.98
Project Officer	$0.00
Administration	$25,000.00
Staff Training	$0.00
Capitalized Interest	$0.00
Refinance Loan	$0.00
Other – WIFA Design Loan	$135,747.02
Total Budget	$1,001,944.00

Section 2
Project Description

Main Water System

- Install new 6-inch PVC waterline and all appurtenances from Well No. 3 to Camino Principal to improve the system's water distribution, pressure and redundancy.
- Install new 6-inch DIP waterline and all appurtenances from Well No. 3 to Camino Principal.
- Directional drill under roadways (HDPE) to comply with Cochise County right-of-way paved crossings.
- Install tie-ins (6-inch and 4-inch) to existing system.
- Miscellaneous piping tie-over and replacements between Well No. 4 and Well No. 1 sites, including main line and service connections.
- PRV station modifications to regulate pressure in two separate pressure zones.

- Tempory water line for construction.
- Install new 4-inch PVC waterline in Glenn Road to replace existing 2-inch line.
- Install new 6-inch PVC waterline and all appurtenances, tie-ins, and crossings in Ramsey Road east of Well No. 3 site.

Repay WIFA design loan.

Section 3
Estimated Observation and Disbursement Schedule

Observation Schedule A:

Observation 1: Upon borrower notification of construction commencement

Final Observation: 80% construction budget disbursement

Additional Observations – A WIFA representative may perform additional observations based on information provided in the projects status reports included in each Local Borrower disbursement requisition form.

Withholding Percentage: 10% (released after deliverables received)

Section 4
Requirements Prior To Construction

Section 4.1 **Construction Bids.** The Local Borrower shall submit to the Authority for review and approval prior to execution:

(a) engineering contracts related to the Project,

(b) bid documents related to the Project,

(c) construction contracts related to the Project, and

(d) certification of positive effort for disadvantaged business enterprise participation.

Section 4.2 **User Charges**. The Local Borrower has established (or, if the System is not yet in operation, the Local Borrower will, at or before the time the System commences operation, establish) a system of user charges which, with other funds lawfully available, will at all times be sufficient to pay the costs of operation and maintenance of the System, including renewals and replacements of the System. The Local Borrower also agrees that such system of user charges will be established and maintained in compliance with any applicable requirements of state and

federal law as long as the Local Borrower owes amounts under this Loan Agreement. The Local Borrower at its sole option may pay the costs of operation, maintenance, repair, replacement, extensions and additions to the System from any funds lawfully available to it for such purpose.

Section 4.3 **Interest in Project Site**. As a condition of the Loan, the Local Borrower will demonstrate to the satisfaction of the Authority that the Local Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

Section 4.4 **Federal Clean Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Clean Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.5 **Federal Safe Drinking Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Safe Drinking Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.6 **Signs**. The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Section 5
Requirements During Construction

Section 5.1 **Changes in Project Scope.** The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Section 5.2 **Completion of Project and Provision of Moneys Therefor**. The Local Borrower covenants and agrees (a) to exercise its best efforts in accordance with prudent utility construction practice to complete the Project and (b) to the extent permitted by law, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives hereunder and under any subsequent loan from the Authority, required to complete the Project.

Section 5.3 **Inspections; Information**. The Local Borrower shall permit the Authority and any party designated by the Authority to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements,

contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

Section 5.4 **Adjustments for Ineligible Costs**. The Local Borrower shall promptly reimburse the Authority for any portion of the Loan which is determined to have been used for costs that are not eligible for funding under the Authority Act, the Federal Clean Water Act, as amended, or the Federal Safe Drinking Water Act, as amended, unless such matter is curable in some other manner by the Local Borrower to the satisfaction of the Authority. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority. Any such reimbursed principal amount will be applied to reduce the outstanding principal amount of the Loan.

Section 5.5 **Archaeological Artifacts**. In the event that archaeological artifacts or historical resources are discovered during construction excavation of the Project, the Local Borrower shall stop or cause to be stopped construction activities and will notify the State Historic Preservation Office and the Authority of such discovery.

Section 6
Requirements Prior To Final Disbursements

Section 6.1 **Plan of Operation**. No Requirement.

Section 6.2 **Final Approval.** Prior to the release of the withholding, the Local Borrower will submit to the Authority (a) as-built drawings by a professional engineer that document all changes from the original plans and specifications (b) copies of all testing results performed by or under the supervision of a professional engineer as required by the specifications, and (c) Arizona Department of Environmental Quality (ADEQ) approval of construction or an engineer's Certificate of Completion certifying that all construction was completed in accordance with the plans and specifications or that any changes made are in conformance with the Arizona Revised Statutes, ADEQ and Environmental Protection Agency rules, permits and guidelines and are documented in the as-built drawings. Based on a review of the information submitted, the Authority reserves the right, prior to the release of the withholding, to request modifications to the Project, the system, or the materials submitted pursuant to this section.

Exhibit C

Reporting Requirements

Section 1. **Annual Loan Review**. The Authority's Annual Loan Review Form and annual financial statements in a format approved by the Authority, including the report of any annual audit(s) and all audit reports required by governmental auditing standards and any applicable Arizona rules, shall be provided by the Local Borrower to the Authority within one-hundred and eighty (180) days after the end of each fiscal year of the Local Borrower. The Local Borrower shall complete all audits and submit all reports required by the federal Single Audit Act within the time limits under that federal law, currently within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.

Section 2. **Records and Accounts**. The Local Borrower shall keep accurate records and accounts for the System, including records and accounts for the Project (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"). The Local Borrower must maintain the System Records in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, as issued by the Governmental Accounting Standards Board (GASB) or by the Financial Accounting Standards Board (FASB), as applicable to the Local Borrower. If required by law, the Local Borrower must have the System Records audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Local Borrower. The Local Borrower must make all System Records and General Records available for inspection by the Authority at any reasonable time.

Section 3. **Notice of Change In Key Personnel**. Promptly after becoming aware thereof, the Local Borrower shall provide notice in writing to the Authority of any change to the information in Section 1 of the Loan Agreement and any other change in key personnel connected to the Project and Loan.

Section 4. **Notice of Material Adverse Change**. The Local Borrower shall promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise), of the Local Borrower relating to the System, or in the ability of the Local Borrower to make all Loan Repayments from the Source of Repayment described in this Loan Agreement and otherwise to observe and perform its duties, covenants, obligations and agreements hereunder.

Section 5. **Disadvantaged Business Enterprise (DBE) Program.** The Local Borrower must report DBE participation to the Authority based on guidance from the Authority.

Section 6. **Notice of Default**. Promptly after becoming aware thereof, Local Borrower shall give notice to the Authority of (i) the occurrence of any Event of Default under the Loan Agreement or (ii) the occurrence of any breach, default, Event of Default, or event which with the giving of notice or lapse of time, or both, could become a material breach, default, or Event of Default (a "Future Breach") under any agreement, indenture, mortgage, or other instrument

(other than the Loan Agreement) to which the Local Borrower is a party or by which it or any of its property is bound or affected. Local Borrower shall provide written notice to the Authority if the effect of such breach, default, Event of Default or Future Breach is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument; provided, however, that the failure of the Local Borrower to give such notice shall not affect the right and power of the Authority to exercise any and all of the remedies specified herein.

Section 7. **Notice of Construction Commencement**. The Local Borrower shall promptly notify the Authority immediately upon commencement of construction activities.

Section 8. **Notice of Non-Environmental Litigation**. Promptly after the commencement or overt threat thereof, Local Borrower shall provide the Authority with written notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting Local Borrower which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 9. **Notice of Environmental Litigation**. Without limiting the provisions of Section 8 above, promptly after receipt thereof, Local Borrower shall provide the Authority with written notice of the receipt of all pleadings, orders, complaints, indictments, or other communication alleging a condition that may require Local Borrower to undertake or to contribute to a cleanup or other response under laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such laws, or which claim personal injury to any person or property damage as a result of environmental factors or conditions or which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 10. **Regulatory and Other Notices**. Promptly after receipt or submission thereof, Local Borrower shall provide the Authority with copies of any notices or other communications received from or directed to any governmental authority with respect to any matter or proceeding which could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or the ability of Local Borrower to perform its obligations under the Loan Agreement, or which reveals a substantial non compliance with any applicable law, regulation or rule.

Section 11. **Other Information**. The Local Borrower shall submit to the Authority other information regarding the condition (financial or otherwise), or operation of the Local Borrower as the Authority may, from time to time, reasonably request.

Section 12. **Additional Reporting Requirements.** The Local Borrower shall refer to the Loan Agreement Addendum for wage rate reporting requirements.

Exhibit D

Debt Service Reserve And Replacement Reserve Requirements

Section 1. Debt Service Reserve Fund.

(a) There is established and maintained a Debt Service Reserve Fund held by the Authority. The deposits required pursuant to this Exhibit shall be automatically debited from the Local Borrower Deposit Account along with the Local Borrower's regularly scheduled payments of principal and interest. The amount allocated to the Debt Service Reserve Fund shall be administered and invested by the Authority and allocated to the (the "Debt Service Reserve Fund"). Amounts therein shall secure payment to the Authority of Loan repayments payable under the Loan Documents. The regularly scheduled deposits into the Debt Service Reserve Fund shall be in an amount, as determined by the Authority, so as to accumulate over five (5) years an amount equal to the highest amount of Loan repayments by the Local Borrower in any fiscal year as shown in the Loan repayment schedule, which the Local Borrower and the Authority agree is the initial amount of the debt service reserve requirement (the "Debt Service Reserve Requirement") for the Loan. Initially, the amount of the Debt Service Reserve Requirement and the amount of the required periodic build up are set forth in Exhibit A. The amount of the Debt Service Reserve Requirement and the amount of the required periodic build up will be adjusted to reflect any adjustment of the Loan repayment schedule.

(b) For so long as the Loan is outstanding, if on any Interest Payment Date or Principal Repayment Date the Local Borrower has not paid to the Authority an amount equal to the amount of principal and interest due on the Loan pursuant to this Agreement, the Local Borrower hereby consents and directs the Authority to transfer, the amount of the deficiency from the Debt Service Reserve Fund to the payment of any amounts due. The Local Borrower shall then cause to be delivered to the Authority for deposit to the Debt Service Reserve Fund after provision is made for payment of amounts which have become due under this Agreement an amount sufficient to cause the amount credited to the Debt Service Reserve Fund to be at least equal to the amount then required to be on deposit therein.

(c) The Authority may commingle funds of the Local Borrower with other funds but shall keep adequate and accurate records of moneys and investment earnings on amounts credited to the Debt Service Reserve Fund. The Local Borrower shall pay the reasonable fees and charges of the Authority for administering the Debt Service Reserve Fund from investment earnings on amounts credited to the Debt Service Reserve Fund in an amount not to exceed 10% of investment earnings.

(d) The Authority shall keep an accounting of the Debt Service Reserve Fund, indicating the principal amount therein, and net annual investment earnings (investment earnings less administrative costs and fees pursuant to Clause (c) of this Section) (the "Net Earnings"). Net Earnings shall be applied as a prepayment of principal.

(e) Subject to subsections (a), (b), (c), and (d) of this Section, when the Debt Service Reserve Fund is equal to or greater than the amounts due from the Local Borrower, the Authority shall:

(i) Apply the Debt Service Reserve Fund to pay in full all amounts payable by the Local Borrower under this Agreement.

(ii) Transfer to the Local Borrower all monies remaining in the Debt Service Reserve Fund after payment in full of all amounts payable by the Local Borrower.

Section 2. Replacement Reserve Fund.

(a) The Local Borrower shall establish a separate account to secure payment to the Authority of Loan repayments payable under the Loan Documents (the "Replacement Reserve Fund"). The Replacement Reserve Fund shall be held and administered by the Local Borrower in an account which is acceptable to the Authority pursuant to the provisions of the Agreement. The Local Borrower shall cause to be deposited on or before the first business day of each month commencing with the sixty-first (61st) month following the month in which the first Disbursement occurs amounts at least equal to one-twelfth (1/12th) of twenty percent (20%) of the highest amount of Loan repayments by the Local Borrower in any fiscal year as shown in the Loan repayment schedule. Initially, the amount of the required monthly deposit and the aggregate annual deposits are set forth in Exhibit A. The amount of the required monthly deposit will be adjusted to reflect any adjustment of the Loan repayment schedule.

(b) For so long as the Loan is outstanding, if no Event of Default, and no event or occurrence which, with the giving of notice or the passage of time or both, would become an Event of Default (an "Unmatured Event of Default"), has occurred and is continuing, the Local Borrower from time to time may withdraw moneys from the Replacement Reserve Fund and apply the moneys withdrawn for one or more of the following purposes: (i) for the acquisition of new, or the replacement of obsolete or worn out, machinery, equipment, furniture, fixtures or other personal property for the drinking water system provided that the property is depreciable; (ii) for the performance of repairs with respect to the drinking water system which are of an extraordinary and non-recurring nature provided that the property is depreciable; (iii) for the acquisition or construction of additions to or improvements, extensions or enlargements to, or remodeling of, the drinking water system provided that the property is depreciable; and/or (iv) to make payments to the Authority on the Loan.

(c) For so long as the Loan is outstanding, if on any Interest Payment Date or Principal Repayment Date the Local Borrower has not paid to the Authority an amount equal to the amount of principal and interest due on the Loan pursuant to this Agreement, and the Debt Service Reserve Fund does not hold sufficient moneys to cover the deficiency, the Authority will direct the Local Borrower to transfer, and the Local Borrower hereby consents to transfer, the amount of the deficiency from the Replacement Reserve Fund to the Authority.

(d) The Authority shall require that the Local Borrower shall keep adequate and accurate records of moneys, investments and investment earnings on amounts credited to the Replacement Reserve Fund. The Authority shall have the right to audit the records of the Local Borrower insofar as they pertain to the Replacement Reserve Fund.

Section 3. Debt Service Reserve Fund and Replacement Reserve Fund as Collateral.

(a) Grant of Security Interest. As collateral security for the prompt and complete payment when due of all obligations of the Local Borrower to the Authority under the Agreement and the Note and all other obligations and liabilities of the Local Borrower to the Authority, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, arising under, out of, or in connection with, the Agreement or any of the Loan Documents (the "Obligations"), the Local Borrower has granted, bargained, sold, assigned, pledged, and set over and by these presents does hereby grant, bargain, sell, assign, pledge, transfer and set over unto the Authority, and its successors and assigns, all of the Local Borrower's right, title and interest in and to any amounts held or deposited in the Debt Service Reserve Fund and in the Replacement Reserve Fund (the "Pledged Funds").

(b) Terms and Conditions.

(i) The Debt Service Reserve Fund and all amounts deposited therein shall be held in the sole dominion and control of the Authority and shall be administered by the Authority as a collateral account for the benefit of the Authority, and the Local Borrower shall have no rights or powers with respect to, or control over, the Debt Service Reserve Fund or any part thereof. The Local Borrower's sole right with respect to the Pledged Funds in the Debt Service Reserve Fund shall be as provided in the Agreement.

(ii) From and after the occurrence and during the continuation of an Event of Default, the Authority may, in the sole and absolute discretion of the Authority, apply the Pledged Funds in the Debt Service Reserve Fund, and, if there are insufficient Pledged Funds in the Debt Service Reserve Fund, in the Replacement Reserve Fund, to the Obligations in the following order: (i) all outstanding costs, expenses, fees and late charges due the Authority, (ii) interest at the rate or rates specified in the Loan Documents and (iii) the principal amount of the Obligations. All interest and other investment earnings amounts from time to time accrued and paid on the Pledged Funds in the Debt Service Reserve Fund and the Replacement Reserve Fund shall be retained in the Debt Service Reserve Fund and the Replacement Reserve Fund and shall be applied in accordance with the Agreement.

(iii)The Authority shall have, with respect to the Pledged Funds, all rights and remedies of a secured party under Article 9 of the Arizona Uniform Commercial Code and other applicable laws.

Section 4. Representations, Warranties and Covenants.

(a) The Authority agrees to establish upon closing and maintain the Debt Service Reserve Fund and the Local Borrower agrees to establish upon closing and maintain the Replacement Reserve Fund, both in accordance with the provisions of the Agreement.

(b) The Authority and the Local Borrower, as applicable, covenant that it will not apply, or permit the application of, amounts on deposit in, or required by the provisions of this Agreement

to be on deposit in, the Debt Service Reserve Fund and/or the Replacement Reserve Fund except in accordance with the provisions of this Agreement.

(c) The Local Borrower hereby represents and warrants to the Authority, effect on the date of the Agreement and on the date of each deposit of Pledged Funds to the Debt Service Reserve Fund and the Replacement Reserve Fund, that:

(i) No filing, recording, registration or declaration with or notice to any person or entity is required in order to preserve or perfect the first priority lien and charge intended to be created hereunder in the Pledged Funds.

(ii) Except for the security interest granted to the Authority pursuant to this Agreement, the Local Borrower is the sole owner of the Pledged Funds, having good and marketable title thereto, free and clear of any and all mortgages, liens, security interests, encumbrances, claims or rights of others.

(iii)No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or part of the Pledged Funds is on file or of record in any public office except such as may have been filed by the Local Borrower in favor of the Authority.

(iv)This Agreement constitutes a valid and continuing first lien on and first security interest in the Pledged Funds in favor of the Authority, prior to all other liens, encumbrances, security interests and rights of others, and is enforceable as such as against creditors of and purchasers from the Local Borrower.

(d) Without the prior written consent of the Authority, the Local Borrower hereby covenants and agrees that it will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Pledged Funds, nor will it create, incur or permit to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any of the Pledged Funds, or any interest therein, except for the security interest provided for by the Agreement.

(e) The Local Borrower hereby covenants and agrees that it will defend the Authority's right, title and security interest in and to the Pledged Funds against the claims and demands of all persons whomsoever except to the extent, which arise out of the willful misconduct or gross negligence of the Authority.

Exhibit E

Limits On Additional Indebtedness Without Authority Consent

Unless otherwise agreed to in writing by the Authority, while this Agreement is in effect, whether or not any Disbursement is outstanding, the Local Borrower shall not:

(a) Borrowings. Create, incur, assume, or allow to exist, directly or indirectly, any indebtedness or liability for borrowed money, for the deferred purchase price of property or services, or for the lease of real or personal property which lease is required to be capitalized under GAAP or which is treated as an operating lease under regulations applicable to the Local Borrower but which otherwise would be required to be capitalized under GAAP (a "Capital Lease"), except for (i) accounts payable to trade creditors and current operating liabilities (other than for borrowed money) incurred in the ordinary course of the Local Borrower's business, and (ii) Capital Leases, the aggregate amount of which exceeds at any one time $5,000.00.

(b) Leases. Create, incur, assume, or permit to exist any obligations as lessee for the rental or hire of any real or personal property, except leases which do not in the aggregate require the Local Borrower to make payments (including, without limitation, taxes, insurance maintenance, and other charges) in any fiscal year of the Local Borrower occurring during the term hereof in excess of $5,000.00.

(c) East Slope Water Company: Create, incur, assume, or allow to exist, directly or indirectly, any indebtedness or liability for borrowed money, to any owner or controlling individual of the East Slope Water Company the aggregate amount of which exceeds at any one time $5,000.00, or any such liability to any one owner or controlling individual of the East Slope Water Company, regardless of amount, without such person consenting to, through the execution and delivery to WIFA of, the Subordination Agreement included in these loan documents behind Tab 13.

Exhibit F
PROMISSORY NOTE

$1,001,944.00

Phoenix, Arizona
December 21, 2015

For Value Received, East Slope Water Company ("Local Borrower"), promise to pay to WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA ("Authority") or order the aggregate principal amount outstanding on the Local Borrower's loan as shown on the Authority's records which shall at all times be conclusive and govern, with interest thereon at an annual rate equal to four and four hundred sixty-three thousandths percent (4.463%). Interest shall be calculated on a 360-day year for all disbursements, but, in any case, shall be computed for the actual number of days in the period for which interest is charged. Principal and interest shall be payable at the times and in the manner set forth in the Loan Agreement (as hereinafter defined).

The Authority and the Local Borrower have established specific instructions and procedures by which draws against said credit will be presented for disbursement pursuant to the terms and conditions of that certain Loan Agreement of even date herewith (the "Loan Agreement"), but nothing contained herein shall create a duty on the part of the Authority to make said disbursement if the Local Borrower is in default. The undersigned shall not be entitled to total disbursements hereunder exceeding one million, one thousand, nine hundred forty four dollars and no cents ($1,001,944.00), such lesser amount determined in accordance with the Loan Agreement with respect to the Loan (as defined in the Loan Agreement).

All amounts payable hereunder shall be paid in lawful money of the United States. Principal and interest shall be payable at 1110 West Washington, Suite 290, Phoenix, Arizona 85007, or at such other place as the holder hereof may designate. The Local Borrower may prepay the Loan, in whole or in part, at any time without premium or penalty pursuant to Section 1(b) of the Standard Terms and Conditions relating to the Loan.

Absent a default under this Note or the Loan Agreement, any payments received by the holder hereof shall be applied first to sums, other than principal and interest, due the holder hereof, next to the payment of all interest accrued to the date of such payment, and the balance, if any, to the payment of principal. Any payments received by the holder hereof after any Event of Default (as defined in the Loan Agreement) shall be applied to the amounts specified in this paragraph in such order as the holder hereof may, in its sole discretion, elect.

If any payment of interest and/or principal is not received by the holder hereof when such payment is due, then, as additional remedies, (a) a late charge of six percent (6%) of the amount due and unpaid will be added to the delinquent amount for any payment past due in excess of fifteen (15) days and (b) all past due payments of principal and/or interest shall bear interest from their due date until paid at an annual rate equal to the sum of (i) six percent (6%) and (ii) the interest rate specified herein, payable on demand (the "Default Rate").

This Note shall become immediately due and payable at the option of the holder hereof without presentment or demand or any notice to the Local Borrower or any other person obligated hereon, upon default in the payment of any of the principal hereof or any interest thereon when due, or if any event occurs or condition exists which authorizes the acceleration of the maturity hereof under the Loan Agreement. Time is of the essence with regard to all payment obligations in this Note. Failure to exercise any remedy or right hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

In the event any holder hereof utilizes the services of an attorney in attempting to collect the amounts due hereunder or to enforce the terms hereof or of any agreements related to this indebtedness, or if any holder hereof becomes party plaintiff or defendant in any legal proceeding in relation to the property described in any instrument securing this Note or for the recovery or protection of the indebtedness evidenced hereby, the Local Borrower, its successors and assigns, shall repay to such holder hereof, on demand, all costs and expenses so incurred, including reasonable attorney's fees, including those costs, expenses and attorney's fees incurred after the filing by or against the Local Borrower of any proceeding under any chapter of the Bankruptcy Code, or similar federal or state statute, and whether incurred in connection with the involvement of any holder hereof as creditor in such proceedings or otherwise.

The Local Borrower and all sureties, endorsers and guarantors of this Note waive demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note or the release of any part primarily or secondarily liable hereon and further agree that it will not be necessary for any holder hereof, in order to enforce payment of this Note by any of them, to first institute suit or exhaust its remedies against any maker or others liable herefor, and consent to any extension or postponement of time or payment of this Note or any other indulgence with respect hereto without notice thereof to any of them.

Notwithstanding any provision contained herein to the contrary, the applicable rate of interest agreed to herein shall include the applicable interest rate described herein, in accordance with the terms of this Note, and any additional charges, costs and fees incident to this loan to the extent they are deemed to be interest under applicable Arizona law. Should the applicable rate of interest as calculated under this Note exceed that allowed by law, the applicable rate of interest will be the maximum rate of interest allowed by applicable law.

East Slope Water Company

By _____
Name: Nathan Watkins
Title: President

"Local Borrower"

Exhibit H
Borrower Disclosure

1. Exception(s) to Subsection 3(e) of the Standard Terms and Conditions entitled "Compliance with Laws": (borrower to insert exceptions or "None")

   None

2. Exception(s) to Subsection 3(f) of the Standard Terms and Conditions entitled "Environmental Compliance": (borrower to insert exceptions or "None")

   None

3. Exception(s) to Subsection 3(g) of the Standard Terms and Conditions entitled "Litigation": (borrower to insert exceptions or "None")

   None

4. Exception(s) to Subsection 3(h) of the Standard Terms and Conditions entitled "Title to Property": (borrower to insert exceptions or "None")

   None

5. Exception(s) to Subsection 3(k) of the Standard Terms and Conditions entitled "Subsidiaries or Other Related Entities (insert exceptions or "None")

   None

East Slope Water Company

By: _____
Name: Nathan Watkins
Title: President
Date: December 21, 2015

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

This document sets forth the Standard Terms and Conditions applicable to Loans made by the Water Infrastructure Finance Authority of Arizona the ("Authority") to a Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Section 1. Loan Repayment; Prepayments; Providing for Payment of the Loan.

(a) Loan Repayments.

(i) Loan Repayment Schedule. Local Borrower shall pay to the Authority the amounts shown in the Loan repayment schedule in Exhibit A hereto on or before the dates shown in Exhibit A as the same may be adjusted as provided below to reflect the revised principal repayment schedule of the Loan. The undisbursed portion of the Commitment shall expire on the earlier of (i) the date that the Loan amount has been fully disbursed by the Authority, (ii) the date the final requisition received from the Local Borrower is disbursed, or (iii) the third anniversary of the Loan closing. At the expiration of the Commitment, if the total amount of the Disbursements is less than the maximum Loan Amount, the amount of each principal installment due as set forth in the Loan repayment schedule contained in Exhibit A shall be adjusted based on (a) the principal balance then outstanding, (b) the amortization schedule as provided in Exhibit A and (c) the Combined Interest and Fee Rate. Upon such adjustment, the Authority shall compute the adjusted interest payment amounts for each Interest Payment Date to reflect the adjusted principal amounts and shall enter the results in the Loan repayment schedule and furnish the revised schedule to the Local Borrower.

(ii) Application of Payments. Absent a default under the Note or this Agreement, any payments received by the Authority shall be applied first to sums, other than principal and interest, due the Authority, next to the payment of all interest accrued to the date of such payment, and the balance, if any, to the payment of principal. Any payments received by the Authority after any Event of Default shall be applied to the amounts specified in this paragraph in such order as the Authority may, in its sole discretion, elect.

(iii) Late Payments. If any payment of interest and/or principal is not received by the Authority when such payment is due, then, as additional remedies, (a) a late charge of six percent of the amount due and unpaid will be added to the delinquent amount for any payment past due in excess of fifteen days and (b) all past due payments of principal and/or interest shall bear interest from their due date until paid at the annual rate equal to the sum of (i) six percent and (ii) the Interest Rate specified in Exhibit A, payable on demand.

(iv) Calculations of Interest. Interest shall be calculated on the actual number of days each Disbursement is outstanding on the basis of a year consisting of 360 days. In calculating interest, the date each Disbursement is made shall be included and the date each such Disbursement is repaid shall be excluded.

(iv) Payment on Maturity Date. On the final Principal Repayment Date, the Local Borrower shall make one final payment of principal, accrued and unpaid interest, and all other amounts due and payable hereunder and under all of the Loan Documents.

(b) Prepayment. The Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the principal amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date. If the Local Borrower makes partial prepayments of the unpaid principal under the Loan, the amount of each principal installment due as set forth in the Loan repayment schedule contained in Exhibit A shall be adjusted based on (a) the principal balance then outstanding, (b) the amortization schedule as provided in Exhibit A and (c) the Combined Interest and Fee Rate. Upon such adjustment, the Authority shall compute the adjusted interest payment amounts for each Interest Payment Date to reflect the adjusted principal amounts and shall enter the results in the Loan repayment schedule and furnish the revised schedule to Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan repayment schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority.

Section 2. Conditions Precedent.

(a) Conditions Precedent to Initial Disbursement. This Agreement and the Authority's obligation to make the initial Disbursement shall become effective only upon satisfaction, at Local Borrower's sole cost and expense, of the following conditions precedent, as determined by the Authority in its absolute and sole discretion on or before the date of such Disbursement:

(i) Loan Documents. That the Authority receive duly executed originals of this Agreement, the Note, the Security Agreement and all other instruments and documents contemplated hereby.

(ii) Entity Existence and Authorization. That the Authority receive copies of (A) all company or entity resolutions, documents and proceedings of Local Borrower authorizing the execution, delivery, and performance of the Loan Documents to which it is a party, certified to be true and correct by the Secretary of the Local Borrower, if applicable; (B) Local Borrower's Articles of Incorporation or other organizational documents, with all amendments certified by the Arizona Corporation Commission, if applicable; (C) certificate as to Local Borrower's good standing from the Arizona Corporation Commission, if applicable and (D) Local Borrower's Bylaws or similar documents with all amendments certified by the Secretary of the Local Borrower, if applicable.

(iii) Approvals. That the Authority receive evidence satisfactory to it that all consents and approvals which are necessary for, or required as a condition of, the validity and enforceability of the Loan Documents have been obtained and are in full force and effect.

(iv) Opinion of Counsel. That the Authority receive an opinion of counsel for Local Borrower (who shall be acceptable to the Authority) in form and content acceptable to the Authority.

(v) Perfection and Priority of Liens. That the Authority receive evidence satisfactory to it that the Authority has, as of the date of the initial Disbursement, a duly perfected security interest on all security provided for herein.

(vi) Permits. That the Authority receive evidence satisfactory to it that the Local Borrower possesses all necessary operating permits, authorizations, approvals, and the like which are material to the conduct of the Local Borrower's business or which may otherwise be required by law.

(vii) Fees, Expenses. That the Local Borrower pay the costs and expenses to obtain, perfect and determine the priority of any security hereof. Further, if all costs and expenses of this transaction are not known at the time of the initial disbursement, Local Borrower agrees to pay such costs and expenses upon demand.

(viii) Insurance. That the Authority receive evidence of insurance in such amount and covering such risks as are usually carried by entities engaged in the same or similar business.

(ix) Replacement Reserve. That the Authority receive evidence that the Local Borrower has established the Replacement Reserve Fund as required in Exhibit D hereto.

(x) Subordination Agreement. That the Authority receive a Subordination Agreement, in form and substance satisfactory to the Authority, fully executed by the Local Borrower and the Subordinated Creditors.

(xi) Order from Arizona Corporation Commission. The Local Borrower shall obtain and the Authority receive evidence of the necessary Order from the Arizona Corporation Commission.

(b) Disbursements Generally. The Authority's obligation to make each Disbursement hereunder, including the initial Disbursement, is subject to the satisfaction of each of the following conditions precedent on or before the date of such Disbursement:

(i) Event of Default. That no Event of Default (as that term is defined in Section 6 hereof) exists, and that there has occurred no event which with the passage of time or the giving of notice, or both, could become an Event of Default (a "Default").

(ii) Continuing Representations and Warranties. That the representation and warranties of the Local Borrower contained in this Agreement be true and correct on and as of the date of the initial Disbursement and each subsequent Disbursement as though made on and as of such date.

(iii) Other Items. That the Authority receive such other items or documents as the Authority may reasonably require.

Section 3. Representations And Warranties.

(a) Organization; Power; Etc. The Local Borrower (i) is duly organized, validly existing, and in good standing under the laws of its state of formation; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business makes such qualification necessary; (iii) has all requisite organizational and legal power to own and operate its assets and to carry on its business and to enter into and perform the Loan Documents to which it is a party, (iv) has duly and lawfully obtained and maintained all licenses, certificates, permits, authorizations, approvals, and the like which are material to the conduct of its business or which may be otherwise required by law; (v) is eligible to borrow from the Authority.

(b) Due Authorization; No Violations; Etc. The execution and delivery by the Local Borrower of, and the performance by Local Borrower of its obligations under, the Loan Documents have been duly authorized by all requisite organizational action on the part of Local Borrower and do not and will not (i) violate any provision of any law, rule or regulations, any judgment, order or ruling of any court or governmental agency, the documents governing the operation and formation of the Local Borrower, or any agreement, indenture, mortgage, or other instrument to which the Local Borrower is a party or by which the Local Borrower or any of its properties is bound or (ii) be in conflict with, result in a breach of, or constitute with the giving of notice or lapse of time, or both, a default under any such agreement, indenture, mortgage, or other instrument. No action on the part of any individual, member or shareholder of the Local Borrower is necessary in connection with the execution and delivery by the Local Borrower of and the performance by the Local Borrower of its obligations under the Loan Documents except for actions which have occurred.

(c) Consents. No consent, permission, authorization, order, or license of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of the Loan Documents to which Local Borrower is a party, except such as have been obtained and are in full force and effect.

(d) Binding Agreement. Each of the Loan Documents to which Local Borrower is a party is, or when executed and delivered will be, the legal, valid, and binding obligation of the Local Borrower, enforceable in accordance with its terms, subject only to limitations on enforceability imposed by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

(e) Compliance with Laws. Local Borrower is in compliance with all federal, state, and local laws, rules, regulations, ordinances, codes, and orders (collectively, "Laws"), the failure to comply with which could have a material adverse effect on the condition, financial or otherwise, operations, properties, or business of the Local Borrower, or on the ability of the Local Borrower to perform its obligations under the Loan Documents, except as the Local Borrower has disclosed on Exhibit H.

(f) Environmental Compliance. Without limiting the provisions of Subsection (e) above, all property owned or leased by the Local Borrower and all operations conducted by it are in compliance in all material respects with all Laws relating to environmental protection, the failure to comply with which could have a material adverse effect on the condition, financial or otherwise, operations, properties, or business of the Local Borrower, or on the ability of the Local Borrower to perform its obligations, under the Loan Documents, except as the Local Borrower has disclosed on Exhibit H.

(g) Litigation. There are no pending legal, arbitration, or governmental actions or proceedings to which the Local Borrower is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on the condition, financial or otherwise, operations, properties, or business of the Local Borrower, or on the ability of the Local Borrower to perform its obligations under the Loan Documents, and to the best of Local Borrower's knowledge, no such actions or proceedings are threatened or contemplated, except as the Local Borrower has disclosed on Exhibit H.

(h) Title to Property. Local Borrower holds good and marketable title to all of its real property and owns all of its personal property free and clear of any lien or encumbrance, except the liens and encumbrances specifically identified on Exhibit H.

(i) Financial Statements; No Material Adverse Change; Etc. All financial statements submitted to the Authority in connection with the application for the Loan or in connection with this Agreement fairly and fully present the financial condition of the Local Borrower and the results of Local Borrower's operations for the periods covered thereby, and are prepared in accordance with generally accepted accounting principles for regulated utilities ("GAAP") consistently applied. Since the dates thereof, there has been no material adverse change in the financial condition or operations of the Local Borrower. All budgets, projections, feasibility studies, and other documentation submitted by Local Borrower to the Authority are based upon assumptions that are reasonable and realistic, and as of the date hereof, no fact has come to light, and no event or transaction has occurred, which would cause any assumption made therein not to be reasonable or realistic.

(j) Principal Place of Business; Records. The principal place of business and chief executive office of the Local Borrower and the place where the records required by Subsection (g) of Section 4 hereof are kept is at the business office street address of the Local Borrower shown in Section 1 of the Agreement.

(k) Subsidiaries or Other Related Entities. Local Borrower has no subsidiary or other related entity, except as the Local Borrower has disclosed on Exhibit H.

(l) Water Rights and System Condition. The Local Borrower has water rights with such amounts, priorities and qualities as are necessary to adequately service Local Borrower's customers and members. The Local Borrower controls, owns, or has access to all such water rights free and clear of the interest of any third party and has not suffered or permitted any transfer or encumbrance of such water rights, and has not abandoned such water rights, or any of them, nor has done any act or thing which would impair or cause the loss of any such water rights. The Local Borrower's utility facilities reasonably meet present demand in all material respects, are constructed in a good and workmanlike manner, are in good working order and condition, and comply in all respects with applicable laws.

Section 4. Affirmative Covenants. Unless otherwise agreed to in writing by the Authority, while this Agreement is in effect, whether or not any Disbursement is outstanding, Local Borrower agrees to:

(a) Existence as a Legal Entity. Preserve and keep in full force and effect its existence as a legal entity and good standing in the jurisdiction of its organization and formation and its good standing and qualification to transact business in all places required by law.

(b) Compliance with Laws and Agreements. Comply with (i) all Laws, the failure to comply with which could have a material adverse effect on the condition, financial or otherwise, operations, properties, or business of the Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Documents; and (ii) all agreements, indentures, mortgages, and other instruments to which it is a party or by which it or any of its property is bound.

(c) Compliance with Environmental Laws. Without limiting the provisions of Subsection (b) above, comply in all material respects with, and cause all persons occupying or present on any properties owned or leased by the Local Borrower to so comply with all Laws relating to environmental protection, the failure to comply with which could have a material adverse effect on the condition, financial or otherwise, operations, properties, or business of the Local Borrower, or on the ability of the Local Borrower to perform its obligations under the Loan Documents.

(d) Licenses; Permits; Etc. Duly and lawfully obtain and maintain in full force and effect all licenses, certificates, permits, authorizations, approvals, and the like which are material to the conduct of the Local Borrower's business or which may be otherwise required by law.

(e) Insurance. Maintain insurance with insurance companies or associations acceptable to the Authority in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated, and make such increases in the type or amount of coverage as the Authority may request. All such policies insuring any collateral provided for herein, shall provide for loss payable clauses or endorsements in form and content acceptable to the Authority. At the request of the Authority, all policies (or such other proof of compliance with this Section as may be satisfactory) shall be delivered to the Authority.

(f) Property Maintenance. Maintain and preserve at all times its property, and each and every part and parcel thereof, in good repair, working order and condition and in compliance with all applicable laws, regulations and orders.

(g) Books and Records. Keep adequate records and books of account in accordance with GAAP consistently applied.

(h) Inspection. Permit the Authority or its agents, during normal business hours or at such other times as the parties may agree, to examine the Local Borrower's properties, books, and records, and to discuss the Local Borrower's affairs, finances, operations, and accounts with its respective officers, directors, employees, and independent certified public accountants.

(i) Debt Service Coverage. Achieve, at each fiscal year end a Debt Service Coverage Ratio ("DSC") of 1.20. For the purposes of this Section, DSC shall be computed by adding net income plus interest expense, depreciation and amortization expenses and dividing the total by the sum of principal and interest payments required during the period. In the computation of net income, gains and losses and any taxes or reduction of taxes resulting from the sale or other disposition or abandonment of capital assets, or from increases or decreases in value of capital assets, or from the retirement or reacquisition or resale or reissuance of debt or capital stock, shall be disregarded.

(j) Use of Dividends and Surplus Revenues. Retain all existing capital and retained earnings in the business and retain all revenue which may accumulate over and above that needed to pay operating, maintenance, debt service, and Reserve requirements; or use same to reduce obligations due creditors; or invest same for capital expenditures related directly to the Local Borrower's ability to provide services to users.

(k) Water Rights. Maintain or procure water rights with such amounts, priorities and qualities as are necessary to service adequately the Local Borrower's customers and members, whether riparian, appropriative, or otherwise and whether or not appurtenant and whether groundwater or surface water, any shares of stock and certificates evidencing the same; and all grandfathered groundwater rights under A.R.S. Section 45-401, et seq. (collectively, the "Water Rights"). The Local Borrower will continue to control, own or have access to all Water Rights free and clear of the interest of any third party, will not suffer any Transfer of the Water Rights, will not abandon the Water Rights, nor do any act or thing which would impair or cause the loss of any of the Water Rights. For purposes of this paragraph (m) "Transfer" means, respectively, each and all of the following"

(i) Any or all of the Water Rights, or any interest or right of the Local Borrower in or to the Water Rights is conveyed to, or becomes vested in, any person, other than the Local Borrower and the Authority, voluntarily or involuntarily;

(ii) The occurrence of any event that results in any option, right of first refusal, other right to acquire, or any other claim, interest, or right in, to, or against, any or all of the Water Rights being held by a person other than the Local Borrower or the Authority, whether occurring voluntarily or involuntarily and whether arising by agreement, under any law, ordinance, regulation, or rule (federal, state, or local), or otherwise;

(iii) Any lease or assignment of any of the Water Rights; and

(iv) Local Borrower enters into any agreement the performance of which would result in a Transfer under any of the clauses (i) through (iii) above, and the consummation of such agreement is not expressly conditional upon the prior written consent of the Authority in its sole and absolute discretion.

(l) Operation and Maintenance of System. Local Borrower shall, in accordance with prudent utility practice, (a) at all times operate the properties of the water system and any business in connection therewith in an efficient manner, (b) maintain its drinking water system in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its drinking water system so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(m) Disadvantaged Business Enterprises. As applicable, the Local Borrower shall comply with 40 C.F.R. Part 33[1] including but not limited to:

The Local Borrower must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(i) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(ii) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(iii) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(iv) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(v) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(vi) If the prime contractor awards subcontracts, require the prime contractor to take the steps in section (i) through (v) above.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRF projects:

(i) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

(ii) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.

(iii) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.

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[1] See Section 30 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

(iv) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

(v) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

(vi) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.

(vii) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.

(viii) The Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Section 5. Negative Covenants.

Unless otherwise agreed to in writing by the Authority, while this Agreement is in effect, whether or not any disbursement is outstanding, the Local Borrower shall not:

(a) Liens. Create, incur, assume, or allow to exist any mortgage, deed of trust, deed to secure debt, pledge, lien, (including the lien of an attachment, judgment, or execution), security interest, or other encumbrance of any kind upon any of its property, real or personal. The foregoing restrictions shall not apply to (i) liens in favor of the Authority; (ii) liens for taxes, assessments, or governmental charges that are not past due; (iii) liens, pledges, and deposits under workers' compensation, unemployment insurance, and social security laws; (iv) liens, deposits, and pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), and like obligations arising in the ordinary course of the Local Borrower's business as conducted on the date hereof; and (v) liens imposed by law in favor of mechanics, materialmen, warehousemen, and like persons that secure obligations that are not past due.

(b) Mergers; Acquisitions; Etc. Merge or consolidate with any other entity, or acquire all or substantially all of the assets of any person or entity, or form or create any new subsidiary or affiliate, or commence operations under any other name, organization, or entity, including any joint venture.

(c) Transfer of Assets. Sell, transfer, lease, or otherwise dispose of any of the Local Borrower's assets, except in the ordinary course of its business or to effect any change in ownership.

(d) Change in Business. Engage in any business activities or operations substantially different from or unrelated to the Local Borrower's present business activities or operations.

Section 6. Events Of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Payment Default. Failure by Local Borrower to make any payment or investment required to be made hereunder, under the Note, or under any other Loan Document when due.

(b) Representations and Warranties. Any representation or warranty made by the Local Borrower herein or in any other Loan Document shall prove to have been false or misleading in any material respect on or as of the date made, including deemed made in connection with each Disbursement.

(c) Covenants and Agreements. The Local Borrower should fail to perform or comply with any covenant or agreement contained herein.

(d) Cross-Default. Local Borrower should, after any applicable grace period, breach or be in default under the terms of any agreement (other than the Loan Documents) between the Local Borrower and the Authority, including, without limitation, any other loan agreement, security agreement, mortgage, deed to secure debt, or deed of trust.

(e) Other Indebtedness. The occurrence of any breach, default, event of default, or event which with the giving of notice or lapse of time, or both, could become a default or event of default under any agreement, indenture, mortgage, or other instrument by which the Local Borrower or any of its property is bound or affected (other than the Loan Documents) if the effect of such breach, default, event of default or event is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument.

(f) Judgments. Judgments, decrees, or orders for the payment of money in the aggregate in excess of the amount set forth in Exhibit E relating to Additional Indebtedness hereof shall be rendered against the Local Borrower and either (i) enforcement proceedings shall have been commenced; or (ii) such judgments, decrees, and orders shall continue unsatisfied and in effect for a period of twenty (20) consecutive days without being vacated, discharged, satisfied, or stayed pending appeal.

(g) Insolvency; Etc. Local Borrower: (i) shall become insolvent or shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they come due; or (ii) shall suspend its business operations or a material part thereof or make an assignment for the benefit of creditors; or (iii) shall apply for, consent to, or acquiesce in the appointment of a trustee, receiver, or other custodian for it or any of its property or, in the absence of such application, consent, or acquiescence, a trustee, receiver, or other custodian is so appointed; or (iv) shall commence with respect to it or have commenced against it any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction.

(h) Material Adverse Change. Any material adverse change occurs, as reasonably determined by the Authority, in the Local Borrower's condition, financial or otherwise, operations, properties, or business or the Local Borrower's ability to perform its obligations under the Loan Documents.

(i) Failure to Amend Subordination Agreement. The Local Borrower and any additional Creditor fail to amend the Subordination Agreement in accordance with Paragraph 2 of the Subordination Agreement.

Section 7. Remedies Upon Event Of Default. Upon the occurrence of and during the continuance of each and every Event of Default:

(a) Termination; Etc. The Authority shall have no obligation to make disbursements hereunder and, upon notice to the Local Borrower, may terminate the Commitment and declare the entire unpaid principal balance of the Note, all accrued interest thereon and all other amounts payable under this Agreement and all other agreements between the Authority and the Local Borrower, to be immediately due and payable. Upon such a declaration, the unpaid principal balance of the Note and all such other amounts shall become immediately due and payable, without protest, presentment, demand, or further notice of any kind, all of which are hereby expressly waived by the Local Borrower.

(b) Enforcement. The Authority may proceed to protect, exercise, and enforce such rights and remedies as may be provided by agreement or under law including, without limitation, the rights and remedies provided for in the Note. Each and every one of such rights and remedies shall be cumulative and may be exercised from time to time, and no failure on the part of the Authority to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedy preclude any other ore future exercise thereof, or the exercise of any other right. In addition, the Authority may hold and/or set off and apply against Local Borrower's indebtedness any and all cash, accounts, securities, or other property in the Authority's possession or under its control.

(c) Application of Payments. After termination and acceleration of the Loan all amounts received by the Authority shall be applied to the amounts owing hereunder and under the Note in whatever order and manner as the Authority shall in its sole discretion elect.

Section 8. Survival. The representations, warranties, and covenants of the Local Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

Section 9. Integration, Change, Discharge, Termination, Or Waiver. The Loan Documents contain the entire understanding and agreement of the Authority and the Local Borrower and supersede all prior representations, warranties, agreements, arrangements, and understandings. No provision of the Loan Documents may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the Authority and the Local Borrower. No waiver of any breach or default shall be deemed a waiver of any breach or default occurring thereafter or a waiver of the time of the essence provision.

Section 10. Parties And Binding Effect. This Agreement is made solely between the Authority and the Local Borrower, and no other Person shall have any rights hereunder or be a third-party beneficiary hereof. This Loan Agreement shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned; and to the extent that the Local Borrower is either a partnership or a corporation, all references herein to the Local Borrower shall be deemed to include any successor or successors, whether immediate or remote, to such partnership or corporation. The Local Borrower may not assign any of its rights or delegate any of its obligations under the Loan Documents without the prior express written consent of the Authority, and any purported assignment by the Local Borrower made in contravention hereof shall be void. The Authority may from time to time assign, or sell participation interests in, any part or all of the Obligations and its rights and obligations under the Loan Documents in its absolute and sole discretion.

Section 11. Costs And Expenses. Local Borrower agrees to pay, on demand, all internal and external costs, expenses, and fees of the Authority in respect of (i) application fees, (ii) enforcement of the Loan Documents and exercise of the rights and remedies of the Authority, (iii) defense of the enforceability of the Loan Documents or of the perfection or priority of any Lien granted in the Loan Documents, (iv) any other matter relating to the Loan Documents, the collateral provided for herein, or the transaction described in the Loan Documents, and (v) preparation for matters within (ii), (iii), or (iv) whether or not any legal proceeding is brought. Such costs shall include, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level). At the option of the Authority such costs, expenses, and fees may be deducted from the proceeds of the Loan.

Section 12. Authority To File Notices. Local Borrower irrevocably appoints the Authority as its attorney-in-fact, with full power of substitution, to file for record, at the Local Borrower's cost and expense and in the Local Borrower's name, any notices of completion, notices of cessation of labor, or any other notices that the Authority considers necessary to desirable to protect its security.

Section 13. Inconsistencies With Loan Documents. In the event of any inconsistencies between the terms of this Agreement and any terms of any of the Loan Documents or any loan application, the terms of this Agreement shall govern and prevail.

Section 14. No Waiver. No disbursement of proceeds of the Loan shall constitute a waiver of any conditions to the Authority's obligation to make further disbursements nor, in the event the Local Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Authority from thereafter declaring such inability a default under this Agreement.

Section 15. Authority Approval Of Instruments And Parties. All proceedings taken in accordance with transactions provided for herein; all surveys, appraisals and documents required or contemplated by this Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by the Authority. The Authority's counsel shall be provided with copies of all documents which they may reasonably request in connection with the Agreement.

Section 16. Authority Determination Of Facts. The Authority shall at all times be free to establish independently, to its satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Agreement.

Section 17. Disclaimer By Authority. Local Borrower is not and shall not be an agent of the Authority for any purpose. The Authority is not a joint venture partner with the Local Borrower in any manner whatsoever. Approvals granted by the Authority for any matters covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of the Local Borrower.

Section 18. Severability. If any provision of this Agreement is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect.

Section 19. Waiver Of Jury Trial. Local Borrower waives, and, by accepting this agreement, the Authority shall be deemed to waive, any right to a trial by jury in any action or proceeding to enforce or defend any rights (a) under this agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or (b) arising from any banking relationship existing in connection with this agreement, and the Local Borrower agrees, and, by accepting this agreement, the Authority shall be deemed to agree, that any such action or proceeding shall be tried before a court and not before a jury.

Section 20 Time Of The Essence. Time is of the essence with regard to each provision of this Agreement as to which time is a factor.

Section 21. Notices And Demands. All written demands and notices by the Authority or Local Borrower relating to the Loan Documents shall be served by certified or registered mail, return receipt requested. Each such demand or notice shall be deposited in the United States Mail postage prepaid and addressed to the addressee's address first above stated. Service of any such demand or notice shall be deemed complete on the date of actual delivery as shown by the addressee's return receipt or at the expiration of the third Business Day after mailing, whichever is earlier. Rejection or refusal to accept the demand or notice by the addressee or inability to deliver the demand or notice due to a changed address of which no notice was given shall not affect deemed service. The Authority or Local Borrower may from time to time, by written notice served on the other, designate a different address or a different attention person for service of demands and notices.

Section 22. No Construction Against Authority Or Local Borrower. The Loan Documents are the result of negotiations between the Local Borrower and the Authority. Accordingly, the Loan Documents shall not be construed for or against the Local Borrower or the Authority, regardless of which party drafted the Loan Documents or any part thereof.

Section 23. Rescission Or Return Of Payments. If at any time or from time to time, whether before or after payment and performance of the Obligations, all or any part of any amount received by the Authority in payment of, or on account of, any Obligation is or must be, or is claimed to be, avoided, rescinded, or returned by the Authority to the Local Borrower or any other Person for any reason whatsoever (including, without limitation, bankruptcy, insolvency, or reorganization of the Local Borrower or any other Person), such Obligation and the Liens on property, and rights to property that were the collateral at the time such avoided, rescinded, or returned payment was received by the Authority shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

Section 24. Indemnification Of the Authority. Local Borrower agrees to indemnify, hold harmless, and on demand defend the Authority and its directors, officers, employees, agents, auditors, counsel, investment committee members and representatives for, from, and against any and all damages, losses, liabilities, costs, and expenses (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees) arising from any claim or demand in respect of this Agreement, the Loan Documents, the collateral provided for herein, or the transaction described in the Loan Documents and arising at any time, whether before or after payment and performance of the Obligations. The

obligations of the Local Borrower and the rights of the Authority under this Section 24 shall survive payment and performance of the Obligations and shall remain in full force and effect without termination.

Section 25. Waiver Of Statute Of Limitations. Local Borrower waives, to the full extent permitted by law, the right to plead and any statutes of limitations as a defense in any action or proceeding in respect of the Loan Documents.

Section 26. Number And Gender. In this Agreement the singular shall include the plural and the masculine shall include the feminine and neuter genders, and vice versa.

Section 27. Headings And References. The headings at the beginning of each section of this Agreement are solely for convenience and are not part of this Agreement. Reference herein to a section, attachment, exhibit, or schedule is to the respective section, attachment, exhibit, or schedule herein or hereto, unless otherwise specified.

Section 28. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Section 29. State of Arizona Contract Provisions.

(a) Books and Records. As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) Governing Law and Forum. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) Notice of Arizona Revised Statutes 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 this Loan Agreement under the law of the State of Arizona.

(f) Additional Warranties and Certifications from the Local Borrower. In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (a) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (b) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof

submitted to the Authority of that registration and participation is true and correct. The Local Borrower agrees that, until the Loan is fully paid, at all times during which it is an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower's right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

Section 30. Compliance with Applicable Federal Laws And Authorities

The Local Borrower agrees that the project will comply with the applicable terms and conditions of those federal laws and authorities listed below, as amended from time to time:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.
2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.
3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.
4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.
5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.
6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.
7. Environmental Justice, Executive Order 12898.
8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.
9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.
11. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.
12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.
13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.
14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.
15. Safe Drinking Water Act, section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.
16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.
17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.

2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.

3. Equal Employment Opportunity, Executive Order 11246, as amended.

4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

    a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.

    b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

    c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.

    d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.

5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).

6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.

2. Debarment and Suspension, Executive Order 12549.

3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.

4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.

5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT ("Subordination Agreement") is made as of December 21, 2015 by East Slope Water Company (hereinafter called "Local Borrower"), and Nathan Watkins (hereinafter called "Creditor"), in favor of WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (hereinafter called the "Authority").

RECITALS

A. Local Borrower is or may hereafter become obligated to the Authority to the extent permitted pursuant to that certain Loan Agreement of even date herewith (the "Loan Agreement") between Local Borrower and the Authority.

B. It is a condition to the making of the Loan, as defined in the Loan Agreement, that the Local Borrower and Creditor enter into this Subordination Agreement.

C. In order to induce the Authority to enter into the Loan and to from this time, or from time to time, at its option, make loans or extend credit or other accommodations or benefits to or for the account of the Local Borrower, with or without security, or to purchase or extend credit upon any instrument or writing in respect of which the Local Borrower may be liable in any capacity in such manner and amount and upon terms and conditions as the Authority may deem advisable, and in consideration of any such loan, renewal or extension of credit which the Authority may make, the undersigned Creditor does hereby wholly subordinate, as hereinafter provided, any and all present and future indebtedness or obligations of Local Borrower to Creditor, absolute or contingent, and any instrument, negotiable or otherwise, evidencing any such indebtedness, and all claims, rights and remedies therefor, (sometimes hereinafter referred to as "Subordinated Indebtedness") to any and all indebtedness of Local Borrower to the Authority, whether now existing or hereafter arising, direct or indirect, absolute or contingent, joint, several, or joint and several, secured or unsecured, due or not due (including, without limitation, all amounts due under the Loan Agreement and the Loan Documents thereunder), and whether arising directly between Local Borrower and the Authority, or acquired outright, conditionally or as collateral security from another by the Authority, and any renewals, modifications or extensions thereof, and any interest thereon, and all costs of collecting the same, including, but not limited to reasonable attorneys' fees incurred by the Authority (sometimes hereinafter referred to as "Superior Indebtedness").

NOW THEREFORE, so long as Local Borrower is indebted to the Authority on account of Superior Indebtedness, the parties hereto undertake and agree as follows:

1. The words "Creditor" and "Local Borrower" as herein used shall include the plural as well as the singular and, if Creditor or Local Borrower includes two (2) or more, they shall be jointly and severally bound hereby.

2. The Local Borrower and Creditor agree to amend this Subordination Agreement for execution by additional Creditors.

3. The Subordinated Indebtedness shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Superior Indebtedness, and all claims, rights and remedies and interests in collateral given as security therefor are hereby subordinated and made subsequent and inferior to the Superior Indebtedness and any claims, rights and remedies arising out of, or in connection therewith. Creditor shall not exercise any such claims, rights or remedies until repayment in full of the Superior Indebtedness.

4. So long as no Event of Default (as defined in the Loan Agreement) or event which with notice or lapse of time or both would become an Event of Default has occurred and is continuing, regularly scheduled payments on the Subordinated Indebtedness may be made by Local Borrower and accepted by Creditor as such payments become due.

5. During any period that an Event of Default, or an event which with notice or lapse of time or both would become an Event of Default, has occurred and is continuing, Local Borrower shall not make and Creditor shall not accept any payments with respect to the Subordinated Indebtedness.

6. In the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Local Borrower, or the proceeds thereof, to creditors of the Local Borrower, by reason of the liquidation, dissolution, or other winding up of the Local Borrower's business, or in the event of any sale, receivership, insolvency or bankruptcy proceedings by or against Local Borrower, or assignment for the benefit of creditors, or of any proceedings by or against Local Borrower for any relief under any bankruptcy or insolvency laws, or relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions, or of any other event whereby it becomes necessary or desirable to file or present claims against the Local Borrower for the purpose of receiving payment thereof, or on account thereof, then and in any such event, any payment or distribution of any kind or character, either in cash or other property, which shall be made or shall be payable with respect to any Subordinated Indebtedness shall be paid over to the Authority for application to the payment of the Superior Indebtedness, whether due or not due, and no payments shall be made upon or in respect of Subordinated Indebtedness unless and until the Superior Indebtedness shall have been paid and satisfied in full. In any such event, all claims of the Authority and all claims of the Creditor shall, at the option of the Authority, forthwith become due and payable without demand or notice.

7. Should any payment or distribution or security or proceeds thereof, other than the payments permitted pursuant to paragraphs 2 and 3 hereof, be received by Creditor upon or with respect to the Subordinated Indebtedness prior to the satisfaction of the Superior Indebtedness, Creditor will forthwith deliver the same to the Authority in precisely the form as received except for the endorsement or assignment of Creditor where necessary for application on the Superior Indebtedness, whether due or not due, and until so delivered the same shall be held in trust by Creditor as property of the Authority. In the event of the failure of Creditor to make any such endorsement or assignment, the Authority, or any of its officers or employees, on behalf of the Authority, is hereby irrevocably authorized to make the same.

8. No renewal, modification or extension of time of payment of the Superior Indebtedness, and no release or surrender of any security for the Superior Indebtedness, or the obligations of any endorsers, sureties or guarantors thereof, or release from the terms of this or any other subordination agreement of any claims subordinated, and no delay or omission in exercising any right or power on account of or in connection with the Superior Indebtedness, or under this Subordination Agreement, shall, in any manner, impair or affect the rights and duties of the Authority, the Creditor and the Local Borrower. The Authority, in its uncontrolled discretion, may waive or release any right or option under this Subordination Agreement without the consent of Local Borrower or Creditor, and without otherwise in any way affecting the obligations of Local Borrower and Creditor hereunder. Creditor hereby waives notice of the creation, existence, renewal, or modification or extension of the time of payment, of the Superior Indebtedness.

9. This Subordination Agreement shall be a continuing agreement and the Authority may continue, without notice to Creditor, to lend monies, extend credit and make other accommodations to or for the account of Local Borrower on the faith hereof.

10. Creditor agrees that the Authority, at any time and from time to time, may enter into such agreement or agreements with Local Borrower, as the Authority may deem proper, extending the time of payment or renewing or otherwise altering the terms of all or any of the obligations of Local Borrower to the Authority, or affecting any security underlying any or all of such obligations, or may exchange, sell or surrender or otherwise deal with any such security, or may release any balance of funds of Local Borrower with the Authority, without notice to Creditor and without in any way impairing or affecting this Subordination Agreement.

11. No waiver shall be deemed to be made by the Authority of any of its rights hereunder unless the same shall be in writing signed on behalf of the Authority, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the Authority or the obligations of Creditor to the Authority in any other respect at any other time.

12. This Subordination Agreement shall inure to the benefit of the Authority and the successors and assigns of the Authority, and any financing institution joining in making said loan(s) or extending said line(s) of credit, or committing itself to make any advances in connection therewith, or which may now, or hereafter, participate therein. Notice of acceptance of this Subordination Agreement is hereby waived and this Subordination Agreement shall be binding upon the Creditor, its heirs, personal representatives, successors and assigns, as the case may be, it being understood, however, that no assignment of the Subordinated Indebtedness due Creditor from Local Borrower, or any part thereof, shall be made to one not a party hereto without the written consent of the Authority first had and obtained, as hereinabove provided.

13. Creditor agrees not to commence or join with any other creditor of Local Borrower in commencing any bankruptcy, reorganization or insolvency proceedings against the Local Borrower.

14. This Subordination Agreement shall be deemed to have been executed, delivered and performed in Arizona, and construed according to the laws of the State of Arizona. Creditor and Local Borrower waive notice of acceptance hereof and all other notices or demands whatsoever.

15. In the event of a breach of any covenant or agreement made herein by either Creditor or Local Borrower, the Authority may, at its option, declare all of the Superior Indebtedness and/or Subordinated Indebtedness immediately due and payable.

16. This Subordination Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to form physically one document.

17. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes, as amended.

18. This agreement shall be construed in accordance with and governed by the laws of the state of Arizona. The courts of Arizona, federal or state, shall have exclusive jurisdiction of all legal actions arising out of this agreement. By executing this agreement, the undersigned submits to the jurisdiction of the federal and state courts of Arizona.

19. To the extent applicable by provision of law, the parties acknowledge that this agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are hereby incorporated herein.

IN WITNESS WHEREOF, this Subordination Agreement has been duly executed as of the date first written above.

East Slope Water Company

By: _____
Name: Nathan Watkins
Title: President

"Local Borrower"

By: _____
Name: Nathan Watkins

"Creditor"

CASH COLLATERAL AGREEMENT

This Cash Collateral Agreement is made as of December 21, 2015 between East Slope Water Company ("Pledgor"), and Water Infrastructure Finance Authority of Arizona (the "Authority").

RECITALS:

A. Pledgor and the Authority have entered into that certain Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Authority has made available to Pledgor a loan of up to one million, one thousand, nine hundred forty four dollars and no cents ($1,001,944.00) (the "Loan").

B. Pursuant to the Loan Agreement, certain funds are required to be deposited from time to time by Pledgor in a Debt Service Reserve Fund administered by the Authority and in a Replacement Reserve Fund administered by the Pledgor, both of which are pledged to the Authority to secure repayment with interest of the Loan. Amounts deposited with the Authority in the Debt Service Reserve Fund and in the Replacement Reserve Fund are referred to herein as the "Pledged Funds".

C. Pledgor and the Authority desire to enter into this Cash Collateral Agreement to provide for the deposit and holding of the Pledged Funds.

D. The Loan Agreement, this Cash Collateral Agreement and all other documents securing or otherwise relating to the Loan shall be referred to collectively in this Cash Collateral Agreement as the "Loan Documents". All capitalized terms used in this Cash Collateral Agreement and not otherwise defined shall have the meanings given to such terms in the Loan Agreement.

E. It is a condition to the making of the Loan that Pledgor and the Authority enter into this Cash Collateral Agreement.

NOW, THEREFORE, in order to induce the Authority to make the Loan and in consideration thereof, Pledgor and the Authority agree as follows:

1. Definitions. The following terms shall have the following meanings:

"Cash Collateral Agreement" means this Cash Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Debt Service Reserve Fund" shall have the meaning ascribed thereto in Section 2 hereof.

"Obligations" shall mean all the obligations of Pledgor to the Authority under the Loan Agreement and the Note and all other obligations and liabilities of Pledgor to the Authority, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, arising under, out of, or in connection with, the Loan Agreement, this Cash Collateral Agreement or any of the Loan Documents.

"Pledged Funds" shall mean as defined in the Recitals to this Agreement.

"Replacement Reserve Fund" shall have the meaning ascribed thereto in Section 2 hereof.

2. Establishment of Debt Service Reserve Fund and Replacement Reserve Fund. Pledgor and the Authority agree that concurrently with the execution and delivery of this Cash Collateral Agreement there is established and shall be maintained a Debt Service Reserve Fund pursuant to the Loan Agreement. At such time as is required pursuant to the Loan Agreement Pledgor shall establish a Replacement Reserve Fund in the name of Pledgor in which there shall be deposited by Pledgor all Pledged Funds as required by the provisions of the Loan Agreement.

3. Grant of Security Interest. As collateral security for the prompt and complete payment when due of all the Obligations, Pledgor has granted, bargained, sold, assigned, pledged, and set over and by these presents does hereby grant, bargain, sell, assign, pledge, transfer and set over unto the Authority, and its successors and assigns, all of Pledgor's right, title and interest in and to any Pledged Funds now or hereafter held or deposited in the Debt Service Reserve Fund and the Replacement Reserve Fund.

4. Terms and Conditions.

(a) The Debt Service Reserve Fund and all amounts deposited therein shall be held in the sole dominion and control of the Authority and shall be administered by the Authority as a collateral account for the benefit of the Authority, and Pledgor shall have no rights or powers with respect to, or control over, the Debt Service Reserve Fund or any part thereof. Pledgor's sole right with respect to the Pledged Funds in the Debt Service Reserve Fund shall be as provided herein and in the Loan Agreement.

(b) If no Event of Default, and no event which with the giving of notice or the passage of time or both could become an Event of Default, has occurred and is continuing, Pledgor from time to time may withdraw moneys from the Replacement Reserve Fund and apply the moneys withdrawn for one or more of the following purposes: (i) for the acquisition of new, or the replacement of obsolete or worn out, machinery, equipment, furniture, fixtures or other personal property for the Facility provided that the property is depreciable; (ii) for the performance of repairs with respect to the Facility which are of an extraordinary and non-recurring nature provided that the property is depreciable; (iii) for the acquisition or construction of additions to or improvements, extensions or enlargements to, or remodeling of, the Facility provided that the property is depreciable; and/or (iv) to make payments to the Authority on the Loan.

(c) From and after the occurrence and during the continuation of an Event of Default, the Authority may, in the sole and absolute discretion of the Authority, apply the Pledged Funds in the Debt Service Reserve Fund, and, if there are insufficient Pledged Funds in the Debt Service Reserve Fund, in the Replacement Reserve Fund, to the Obligations in the following order: (i) all outstanding costs, expenses, fees and late charges due to the Authority, (ii) interest at the rate or rates specified in the Loan Documents and (iii) the principal amount of the Obligations. All interest and other investment earnings amounts from time to time accrued and paid on the Pledged Funds in the Debt Service

Reserve Fund and the Replacement Reserve Fund shall be retained in the Debt Service Reserve Fund and the Replacement Reserve Fund and shall be applied in accordance with the Loan Agreement and this Cash Collateral Agreement.

(d) The Authority shall have, with respect to the Pledged Funds, all rights and remedies of a secured party under Article 9 of the Arizona Uniform Commercial Code and other applicable laws.

5. Further Assurances. Pledgor will, at any time and from time to time, execute and deliver such further documents and do such further acts as shall be required by law or be reasonably requested by the Authority to confirm or further assure the interest of the Authority hereunder.

6. No Liability for Lawful Actions. Neither the Authority nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be liable for any action lawfully taken or omitted to be taken by any of them under or in connection with this Cash Collateral Agreement (except for gross negligence or willful misconduct).

7. Notices. All notices, requests, demands or other communications to or upon the parties hereto shall be deemed to have been given or made when mailed, delivered or transmitted in accordance with the requirements of the Loan Documents.

8. No Failure, etc. No failure to exercise and no delay in exercising on the part of the Authority of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

9. Waiver; Amendments. None of the terms and provisions of this Cash Collateral Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

10. Representations and Warranties; Covenants.

(a) Pledgor hereby represents and warrants to the Authority, effective upon the date hereof and each deposit of Pledged Funds to the Debt Service Reserve Fund and the Replacement Reserve Fund, that:

(i) No filing, recordation, registration or declaration with or notice to any person or entity is required in connection with the execution, delivery and performance of this Cash Collateral Agreement by Pledgor or in order to preserve or perfect the first priority lien and charge intended to be created hereunder in the Pledged Funds.

(ii) Except for the security interest granted to the Authority pursuant to this Cash Collateral Agreement, Pledgor is the sole owner of the Pledged Funds, having good and marketable title thereto, free and clear of any and all mortgages, liens, security interests, encumbrances, claims or rights of others.

(iii) No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Pledged Funds is on file or of record in any public office, except such as may have been filed by Pledgor in favor of the Authority.

(iv) This Cash Collateral Agreement constitutes a valid and continuing first lien on and first security interest in the Pledged Funds in favor of the Authority, prior to all other liens, encumbrances, security interests and rights of others, and is enforceable as such as against creditors of and purchasers from Pledgor.

(b) Without the prior written consent of the Authority, Pledgor hereby covenants and agrees that it will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Pledged Funds, nor will it create, incur or permit to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any of the Pledged Funds, or any interest therein, except for the security interest provided for by this Cash Collateral Agreement.

(c) Pledgor hereby covenants and agrees that it will defend the Authority's right, title and security interest in and to the Pledged Funds against the claims and demands of all persons whomsoever except to the extent which arise out of the willful misconduct or gross negligence of the Authority.

11. Authority's Expenses and Liabilities. Pledgor shall pay all costs and out-of-pocket reasonable expenses of the Authority in connection with the maintenance and operation of this Cash Collateral Agreement made in accordance with the terms hereof. Pledgor also agrees to pay all costs of the Authority, including reasonable attorneys' fees, incurred with respect to the enforcement of the Authority's rights hereunder.

12. Governing Law. This Cash Collateral Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

13. Severability. Any provision of this Cash Collateral Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Successors and Assigns. This Cash Collateral Agreement and all obligations of Pledgor hereunder shall be binding upon the successors or assigns of Pledgor, and shall, together with the rights and remedies of the Authority hereunder, inure to the benefit of the Authority and its successors and assigns.

15. Termination. This Agreement shall terminate and, upon request of Pledgor, all monies (if any) remaining in the Debt Service Reserve Fund and the Replacement Reserve Fund shall be returned to Pledgor at such time as all of the following have occurred: (i) all amounts payable to the Authority under the Loan Documents have been paid in full and all other obligations of Pledgor to the

Authority pursuant to the Loan Agreement have been performed in full, and (ii) the Authority has no further obligation to make any loans or advances to Pledgor pursuant to the Loan Agreement or any of the other Loan Documents.

16. Counterparts. This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to form physically one document.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be duly executed and delivered as of the date first above written.

Pledgor: East Slope Water Company

By: _____
Name: Nathan Watkins
Title: President

Authority: Water Infrastructure Finance Authority of Arizona

By: _____
Executive Director

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & TEL. # OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Water Infrastructure Finance Authority of Arizona
1110 West Washington Ste. 290
Phoenix, AZ 85007
Attention: Finance Director

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME **East Slope Water Company**				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS **P.O Box 85160**		CITY **Tucson**	STATE **AZ**	POSTAL CODE **85754**	COUNTRY **USA**
1d. SEE INSTRUCTIONS 86-0544681	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION **Corporation**	1f. JURISDICTION OF ORGANIZATION **Arizona**	1g. ORGANIZATIONAL I.D. #, if any ☐NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL I.D. #, if any ☐NONE	

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME – insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME **Water Infrastructure Finance Authority of Arizona**				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS **1110 West Washington Street, Suite 290**		CITY **Phoenix**	STATE **AZ**	POSTAL CODE **85007**	COUNTRY **USA**

4. This FINANCING STATEMENT covers the following types or items of property:

See Exhibit A and Addendum attached hereto and incorporated herein.

5. ALTERNATIVE DESIGNATION (if applicable): ☐LESSOR/LESSEE ☐CONSIGNEE/CONSIGNOR ☐BAILEE/BAILOR ☐SELLER/BUYER ☐AG. LIEN ☐NON-UCC FILING

6. ☐This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐All Debtors ☐Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Loan Number: 920262-16

Exhibit A

Collateral Description

All of Debtor's present and future right, title, and interest in and to any and all of Debtor's Fixtures, Personal Property, General Intangibles, Accounts, Liens and Encumbrances and Proceeds as defined below, regardless of whether in the possession of Debtor, a bailee, a warehouseman, or any other Person; the agreements, documents, and instruments evidencing Accounts or granting such Liens and encumbrances and the filings and recordings relating to such Liens and Encumbrances; all books and records and all computer software, computer disks, computer tapes and other record-keeping media pertaining to any collateral listed in this Exhibit A; furniture, fixtures, machinery, and equipment of any kind or nature; and proceeds of any of the collateral listed in this Exhibit A; any accounts established for debt service or reserves, any certificate of authority, franchise or other right to conduct business as may be issued by any Governmental Authority (including, without limitation, cash and non-cash proceeds, insurance proceeds, proceeds of any proceeds, and proceeds of any taking by any Governmental Authority or any transfer in lieu of such a taking).

(a) the water utility plants and systems of the Debtor, including, but not limited to, all water works, generating stations, substations, pump houses, wells, distribution lines, whether located upon the Real Property or upon public or private easements, leaseholds or the like and which form a part of or are used in connection with the water utility plants or systems of the Debtor (the "Fixtures");

(b) all goods, (whether goods held for sale or returned or whether used in the business of the Debtor or to be installed in or on the Real Property), personal property, equipment, inventory, fixtures, furnishings, devices or tools and all replacements or substitutions of same (the "Personal Property");

(c) all of the franchises, certificates, authorizations by rule, privileges, permits, grants and consents for the construction, operation, and maintenance of water plants or systems in, on, and under streets, alleys, highways, roads, public grounds, easements and rights-of-way and all rights incident thereto which were granted by private persons or entities or the governing bodies of the cities, counties, state, and countries in which the Debtor operates and including, but not limited to, permits and certificates issued pursuant to the applicable provisions of the Arizona Water Code, and all development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvements project contracts, utility construction agreements with any governmental authority, including municipal utility districts or other constitutional conservation districts created under Article III, Section 52, or Article XVI, Section 59, of the Arizona Constitution, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Real Property or Improvements, as any of the foregoing may be amended, and all plants and specifications for water utility plants or systems and all Debtor's rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Real Property, the Improvements, or the Personal Property, management contracts and all of the Debtor's rights under any contracts otherwise providing for the purchase, lease, sale or assignment of water or water rights (the "General Intangibles");

(d) all accounts arising from or by virtue of the sale, lease or disposition of any of the Real Property or Personal Property, or from any policy of insurance or the taking of any of the Real Property by right of eminent domain or condemnation or by private or other purchase in lieu thereof, including change of grade of street, curb cuts or other rights of access, for any public or quasi-public use under any law and all amounts due under current and future water supply customer accounts, including but not limited to those future accounts arising from any water utility plants or systems (or for delivery of water by any other means) (the "Accounts");

(e) all deposits, bank accounts, funds, instruments, notes or chattel paper of the Debtor, including, without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder; and proceeds arising from or by virtue of the sale, lease or other disposition of the Real Property and proceeds (including premium refunds) of each policy of insurance relating to the Real Property (the "Proceeds")

(f) all of the following: (i) any lease or other right to use; (ii) any assignment as security, conditional sale, grant in trust, lien, mortgage, pledge, security interest, title retention arrangement, other encumbrance, or other interest or right securing the payment of money or the performance of any other liability or obligation, whether voluntarily or involuntarily created and whether arising by agreement, document, or instrument, under any law, ordinance, regulation, or rule (federal, state, or local), or otherwise; and (iii) any option, right of first refusal, other right to acquire, or other interest or right ("Liens and Encumbrances").

All other capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Uniform Commercial Code in effect in the State of Arizona (A.R.S. §§ 47-1101 through 47-9507).

Addendum

Local Borrower's Legal Description of Property

Well #1
Township 22 south, Range 21 East Section 30
Beavers Rd, near Hwy 92
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank

Well #2
Township 22 south, Range 21 East Section 30
5043 S Hwy 92
Cochise County
Sierra Vista AZ 85650

Fence, Well, Pressure Tank, 2 Booster Stations, Storage Tank

Well #3
Township 23 south, Range 21 East portion of Section 6
4421 Rear Ramsey Rd
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank, 2 Booster Stations, Storage Tank

Well #4
Township 22 south, Range 21 East Section 31
Turner Land off Glenn Rd
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank

Well #8
Township 23 south, Range 21 East portion of Section 6
¼ Mile South of Ramsey Rd
Cochise County
Hereford, AZ 8615

Well, Well House, Bladder Tank

East Slope Water Co. (Rancho San Pedro)

Well #1
Township 23 south, Range 21 East portion of Section 5
½ Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well, Storage Tank, Pressure Tank, 2 Booster stations

Well #2
Township 23 south, Range 21 East portion of Section 5
½ Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

Well #3
Township 23 south, Range 21 East portion of Section 5
1/8 Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

Well #4
Township 23 south, Range 21 East portion of Section 5
Just South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

East Slope Water Co- West System (Route 6)
(Previously Antelope Run Water)

Well #3 & 5 (both wells at same site)
Township 22 south, Range 20 East Section 26
West-End of Kachina Trail, 1.5 miles west of HWY 92
Cochise County
Sierra Vista, AZ 85650

Fence, 2 wells, Pressure Tank

Booster Station
Township 22 south, Range 20 East Section 26
South-East Corner of Calle Encina & Pancho Trail
Cochise County
Sierra Vista, AZ 85650

Fence, Storage Tank, Pressure Tank, 2 Boosters

East Slope Water Co- West System (Route 5)
(Previously Indiada Water)

Well #2
Township 22 south, Range 20 East Section 35
South-East Corner of Calle Metate 1/8 Mile North of Ramsey Canyon Rd
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Storage Tank, 2 Bladder Tanks, Booster

Well #3
Township 22 south, Range 20 East Section 35
1/8 Mile N Ramsey Canyon Rd. & Calle Encina
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Pressure Tank

Well #4 Off Calle Coro
Township 22 south, Range 20 East Section 35
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Pressure Tank

Continuing Security Agreement

Date: December 21, 2015

Parties: **Obligor:** East Slope Water Company

Obligor Address: P.O Box 85160
Tucson, Arizona 85754
520-624-1460
520-792-0377

Secured Party: Water Infrastructure Finance Authority of Arizona

Secured Party Address: 1110 West Washington, Suite 290
Phoenix, Arizona 85007

Attention: Executive Director

Agreement: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor agrees for the benefit of Secured Party as follows:

1. Schedule Of Terms.

Name in which Obligor conducts business: East Slope Water Company

Locations of Collateral:

Well #1
Township 22 south, Range 21 East Section 30
Beavers Rd, near Hwy 92
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank

Well #2
Township 22 south, Range 21 East Section 30
5043 S Hwy 92
Cochise County
Sierra Vista AZ 85650

Fence, Well, Pressure Tank, 2 Booster Stations, Storage Tank

Well #3
Township 23 south, Range 21 East portion of Section 6
4421 Rear Ramsey Rd
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank, 2 Booster Stations, Storage Tank

Well #4
Township 22 south, Range 21 East Section 31
Turner Land off Glenn Rd
Cochise County
Sierra Vista AZ 85635

Fence, Well, Pressure Tank

Well #8
Township 23 south, Range 21 East portion of Section 6
¼ Mile South of Ramsey Rd
Cochise County
Hereford, AZ 8615

Well, Well House, Bladder Tank

East Slope Water Co. (Rancho San Pedro)

Well #1
Township 23 south, Range 21 East portion of Section 5
½ Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well, Storage Tank, Pressure Tank, 2 Booster stations

Well #2
Township 23 south, Range 21 East portion of Section 5
½ Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

Well #3
Township 23 south, Range 21 East portion of Section 5
1/8 Mile South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

Well #4
Township 23 south, Range 21 East portion of Section 5
Just South of Ramsey Rd.
Cochise County
Hereford, AZ 85615

Fence, Well

East Slope Water Co- West System (Route 6)
(Previously Antelope Run Water)

Well #3 & 5 (both wells at same site)
Township 22 south, Range 20 East Section 26
West-End of Kachina Trail, 1.5 miles west of HWY 92
Cochise County
Sierra Vista, AZ 85650

Fence, 2 wells, Pressure Tank

Booster Station
Township 22 south, Range 20 East Section 26
South-East Corner of Calle Encina & Pancho Trail
Cochise County
Sierra Vista, AZ 85650

Fence, Storage Tank, Pressure Tank, 2 Boosters

East Slope Water Co- West System (Route 5)
(Previously Indiada Water)

Well #2
Township 22 south, Range 20 East Section 35
South-East Corner of Calle Metate 1/8 Mile North of Ramsey Canyon Rd
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Storage Tank, 2 Bladder Tanks, Booster

Well #3
Township 22 south, Range 20 East Section 35
1/8 Mile N Ramsey Canyon Rd. & Calle Encina
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Pressure Tank

Well #4 Off Calle Coro
Township 22 south, Range 20 East Section 35
Cochise County
Sierra Vista, AZ 85650

Fence, Well, Pressure Tank

2. Definitions. In this Agreement, the following terms shall have the following meanings, and all capitalized terms used in this Agreement not defined herein and used or defined in the Uniform Commercial Code will have their respective meanings in the Uniform Commercial Code:

"**Accounts**" means all accounts arising from or by virtue of the sale, lease or disposition of any of the Real Property or Personal Property, or from any policy of insurance or the taking of any of the

Real Property by right of eminent domain or condemnation or by private or other purchase in lieu thereof, including change of grade of street, curb cuts or other rights of access, for any public or quasi-public use under any law and all amounts due under current and future Customer accounts, including but not limited to those future accounts arising from any water utility plants or systems (or for delivery of water by any other means);

"Agreement" means this Security Agreement as it may be amended, modified, extended, renewed, restated, or supplemented from time to time.

"Collateral" means all of Obligor's present and future right, title, and interest in and to any and all of the following types of property, regardless of whether in the possession of Obligor, a bailee, a warehouseman, or any other Person; Fixtures, Personal Property, Accounts, General Intangibles, Liens and Encumbrances and Proceeds; the agreements, documents, and instruments evidencing Accounts or granting such Liens and Encumbrances and the filings and recordings relating to such Liens and Encumbrances; all books and records and all computer software, computer disks, computer tapes, and other record keeping media pertaining to any of the Collateral; furniture, fixtures, machinery, and equipment of any kind or nature; and proceeds of any of the Collateral; any accounts established for debt service or reserves; any certificate of authority, franchise or other right to conduct business as may be issued by any Governmental Authority (including, without limitation, cash and non-cash Proceeds, insurance proceeds, proceeds of any proceeds, and proceeds of any taking by any Governmental Authority or any transfer in lieu of such a taking).

"Commitment" means any and all obligations of Secured Party from time to time to make advances to Obligor, or to make other financial accommodations for Obligor.

"Customer" means a water supply customer of Obligor.

"Default Rate" means a rate per annum of interest equal to the sum of (i) six percent (6%) per annum, and (ii) the rate per annum of interest applicable from time to time to the principal amount under the Note.

"Event of Default" shall have the meaning specified in Section 6.

"Fixtures" means the water utility plants and systems of the Debtor, including, but not limited to, all water works, generating stations, substations, pump houses, wells, distribution lines, whether located upon the Real Property or upon public or private easements, leaseholds or the like and which form a part of or are used in connection with the water utility plants or systems of the Debtor.

"General Intangibles" means all of the franchises, certificates, authorizations by rule, privileges, permits, grants and consents for the construction, operation, and maintenance of water plants or systems in, on, and under streets, alleys, highways, roads, public grounds, easements and rights-of-way and all rights incident thereto which were granted by private persons or entities or the governing bodies of the cities, counties, state, and countries in which the Debtor operates and including, but not limited to, permits and certificates issued pursuant to the applicable provisions of the Arizona Water Code, and all development rights, utility commitments, water and wastewater

taps, living unit equivalents, capital improvements project contracts, utility construction agreements with any governmental authority, including municipal utility districts or other constitutional conservation districts created under Article III, Section 52, or Article XVI, Section 59, of the Arizona Constitution, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Real Property or improvements, as any of the foregoing may be amended, and all plants and specifications for water utility plants or systems and all Debtor's rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Real Property, any improvements thereon, or the Personal Property, management contracts and all of the Debtor's rights under any contracts otherwise providing for the purchase, lease, sale or assignment of water or water rights.

"Governmental Authority" means any government, any court, and any agency, authority, body, bureau, department, or instrumentality of any government.

"Inventory" means all goods and other tangible and intangible personal property (i) owned by Obligor or in which Obligor has rights or an interest under any agreement, document, instrument, or otherwise (including, without limitation, a lease) now or hereafter from time to time and (ii) either (A) consumed or to be consumed in the business of Obligor, (B) held for sale, lease, or other disposition by Obligor, (C) sold, leased, or furnished under contracts for service, or (D) used for demonstration, display, executive, model, or similar uses, or to be so used. Inventory includes, without limitation, (i) raw materials, scrap materials and by-products, work in progress, supplies, components, parts, spare parts, accessories, and finished goods, (ii) the rights and interest of Obligor in goods or other tangible or intangible personal property sold, leased, or furnished under contracts of service, (iii) goods or other tangible or intangible personal property sold, leased, or furnished under contracts of service and returned to or repossessed by Obligor, and (D) all accessions and additions to any goods or other tangible or intangible personal property included in Inventory.

"Lien or Encumbrance" and **"Liens and Encumbrances"** mean each and all of the following: (i) any lease or other right to use; (ii) any assignment as security, conditional sale, grant in trust, lien, mortgage, pledge, security interest, title retention arrangement, other encumbrance, or other interest or right securing the payment of money or the performance of any other liability or obligation, whether voluntarily or involuntarily created and whether arising by agreement, document, or instrument, under any law, ordinance, regulation, or rule (federal, state, or local), or otherwise; and (iii) any option, right of first refusal, other right to acquire, or other interest or right.

"Loan Agreement" means that certain Loan Agreement of even date herewith by and between Obligor and Secured Party, as it may be amended, modified, extended, renewed, restated or supplemented from time to time.

"Loan Documents" means the Loan Agreement, this Agreement and any and all other agreements, documents, and instruments from time to time evidencing, guarantying, securing, or otherwise relating to the Obligations (including, without limitation, any and all promissory notes, loan

agreements, and guaranties), as they may be amended, modified, extended, renewed, restated, or supplemented from time to time.

"Note" means that certain promissory note of even date herewith executed by Obligor in favor of Secured Party, as it may be amended, modified, extended, renewed, restated or supplemented from time to time.

"Obligations" means (i) payment by Obligor of all sums due under and pursuant to the Note, the Loan Agreement, or any other Loan Document; (ii) performance by Obligor of all terms and conditions set forth in any or all of the Loan Documents; and (iii) any and all other liabilities and obligations of Obligor to Secured Party existing now or in the future (except indebtedness of any individual for personal, family, or household purposes), whether for the payment of money or otherwise, whether absolute or contingent, whether as principal, endorser, guarantor, or otherwise, whether originally due to Secured Party or to a third Person and assigned or endorsed to Secured Party, and whether several, joint, or joint and several, all as they may be amended, modified, extended, renewed, restated, or supplemented from time to time.

"Permitted Exceptions" means a Lien and Encumbrance granted by Obligor with the consent of Secured Party.

"Person" means a natural person, a partnership, a joint venture, an unincorporated association, a corporation, a limited liability company, a trust, any other legal entity, or any Governmental Authority.

"Personal Property" means all goods, (whether goods held for sale or returned or whether used in the business of the Debtor or to be installed in or on the Real Property), personal property, equipment, Inventory, fixtures, furnishings, devices or tools and all replacements or substitutions of same.

"Proceeds" means all deposits, bank accounts, funds, instruments, notes or chattel paper of Obligor, including, without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder; and proceeds arising from or by virtue of the sale, lease or other disposition of the Real Property and proceeds (including premium refunds) of each policy of insurance relating to the Real Property.

"Real Property" means all real property owned by Obligor.

"Remittance Account" means an account established with a financial institution acceptable to Secured Party for the benefit of Secured Party and subject to the sole dominion and control of Secured Party.

"Requirements" means any and all obligations, other terms and conditions, requirements, and restrictions in effect now or in the future by which Obligor or any or all of the Collateral is bound or which are otherwise applicable to any or all of the Collateral or the business or operations of Obligor including, without limitation, such obligations, other terms and conditions, restrictions, and

requirements imposed by: (i) any law, ordinance, regulation, or rule (federal, state, or local); (ii) any approvals and permits; (iii) any Permitted Exceptions; (iv) any insurance policies; (v) any other agreement, document, or instrument to which Obligor is a party or by which Obligor or any of the Collateral is bound; or (vi) any judgment, order, or decree of any arbitrator, other private adjudicator, or Governmental Authority to which Obligor is a party or by which Obligor, any or all of the Collateral, or the business or operations of Obligor is bound.

"Transfer" means the occurrence of any of the following:

(i) Any or all of the Collateral, or any interest or right of Obligor in or to the Collateral, is conveyed to, or becomes vested in, any Person, other than Obligor and Secured Party, voluntarily or involuntarily;

(ii) The occurrence of any event that results in any option, right of first refusal, other right to acquire, or any other claim, interest, or right in, to, or against, any or all of the Collateral being held by a Person other than Obligor and Secured Party, whether occurring voluntarily or involuntarily and whether arising by agreement, under any law, ordinance, regulation, or rule (federal, state, or local), or otherwise; or

(iii) Obligor enters into any agreement the performance of which would result in a Transfer under clause (i) or (ii) above, and the consummation of such agreement is not expressly conditional upon the prior written consent of Secured Party in its absolute and sole discretion,

except (A) disposition of Inventory by lease, sale, or otherwise for fair consideration in the ordinary course of the business of Obligor, excluding from such exception bulk sales, dispositions to one or more creditors, and transfers in satisfaction of indebtedness, and (B) the Permitted Exceptions.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of Arizona (currently, Arizona Revised Statutes Sections 47-1101 through 47-9507).

3. Grant Of Security Interest. Obligor grants to Secured Party a Security Interest in the Collateral to secure payment and performance of the Obligations.

4. Obligor Representations And Warranties. Obligor represents and warrants to Secured Party as of the date of this Agreement:

4.1 Ownership of Collateral. Obligor is the legal and beneficial owner of the Collateral, subject only to the Permitted Exceptions. There are no Liens and Encumbrances on the Collateral or claims thereof, except the Permitted Exceptions. There is no financing statement now filed or recorded covering any of the Collateral or in which Obligor is named or has signed as a Debtor, except financing statements related to the Permitted Exceptions.

4.2 Validity, Perfection, and Priority of Security Interest. The Security Interest granted in this Agreement (i) is legal, valid, binding, and enforceable, (ii) is a perfected security interest in all

the Collateral, and (iii) is and shall remain prior to any security interest other than the Permitted Exceptions.

4.3 Names; Location of Collateral; Place of Business or Chief Executive Office; and Books and Records. Obligor conducts its business and other activities solely in the name(s) set forth in Section 1. The Collateral, the sole place of business or the chief executive office of Obligor, and all books and records of Obligor relating to the Collateral are at the location(s) set forth in Section 1.

5. Obligor Covenants. Until any Commitment terminates in full, and the Obligations are paid and performed in full, Obligor agrees that, unless Secured Party otherwise agrees in writing in Secured Party's absolute and sole discretion:

5.1 Payment and Performance of Obligations. Obligor shall pay and perform the Obligations. Obligor shall comply with and perform the Requirements.

5.2 Transfer; Liens and Encumbrances; Defense of Obligor's Title and of Security Interest.

5.2.1 Obligor shall not suffer to occur any Transfer. Except for Permitted Exceptions, Obligor shall not suffer to exist any Lien or Encumbrance on any or all of the Collateral, regardless of whether junior or senior to the security interest granted herein. Obligor shall notify Secured Party immediately of any claim of any Lien or Encumbrance on any or all of the Collateral. Except for financing statements relating to Permitted Exceptions, Obligor shall not execute or suffer to exist or to be filed or recorded any financing statement that covers any or all of the Collateral or in which Obligor is named or signs as Debtor.

5.2.2 Obligor shall defend the Collateral, the title and interest therein of Obligor represented and warranted in this Agreement, and the legality, validity, binding nature, and enforceability of the security interest granted herein, the perfection thereof, and the priority thereof against (i) any attachment, levy, or other seizure by legal process or otherwise of all or part of the Collateral, (ii), except for Permitted Exceptions, any Lien or Encumbrance or claim thereof on any or all of the Collateral, (iii) any attempt to realize upon any or all of the Collateral under any Lien or Encumbrance other than the Permitted Exceptions, regardless of whether junior or senior to the security interest herein, or (iv) any claim questioning the legality, validity, binding nature, enforceability, perfection, or priority of the security interest herein. Obligor shall notify Secured Party immediately in writing of any of the foregoing.

5.3 Names; Books and Records; Location of Collateral; Place of Business or Chief Executive Office. Obligor shall maintain complete and accurate books and records relating to the Collateral. Unless Obligor obtains the prior written consent of Secured Party and takes in advance all actions and makes all filings and recordings necessary or appropriate to assure the perfection and priority of the security interest granted herein, Obligor shall not change its name, shall conduct its business and other activities solely in the name(s), trade name(s), and fictitious name(s) in Section 1, and shall not move the Collateral, its sole place of business or chief executive office, or its books and records relating to the Collateral from the location(s) in Section

1. Anything in this Section 5.3 to the contrary notwithstanding, Obligor may move the Inventory between any of such locations and between any of such locations and any location at which services are rendered to Customers or where the Inventory is delivered to Customers.

5.4 Inspection. Secured Party and such persons as Secured Party may designate shall have the right, at any reasonable time from time to time, (i) to enter upon the premises at which any of the Collateral or any of the books and records relating to the Collateral is located, (ii) to inspect the Collateral, (iii) to make extracts and copies from Obligor's books and records relating to the Collateral, and (iv) to verify under reasonable procedures determined by Secured Party the amount, condition, quality, quantity, status, validity, and value of, or any other matter relating to, the Collateral (including, without limitation, in the case of Accounts or Collateral in the possession of a third Person by contacting the obligors of the Accounts or the third Persons possessing such Collateral for the purpose of making such verification). Obligor shall provide access to such premises. Secured Party shall have the absolute right to share any information it gains from any such inspection or verification with any other Person holding an interest or a participation in any of the Obligations.

5.5 Further Assurances. Obligor shall promptly execute, acknowledge, deliver, and cause to be duly filed and recorded all such additional agreements, documents, and instruments (including, without limitation, financing statements) and take all such other actions as Secured Party may reasonably request from time to time to better assure, perfect, preserve, and protect the security interest granted herein, the priority thereof, and the rights and remedies of Secured Party hereunder. If any amount payable under or in connection with any Receivable shall be evidenced by any Instrument or any of the Inventory by a Document, such Document or Instrument shall be immediately pledged and delivered to the Secured Party, duly endorsed in a manner satisfactory to the Secured Party.

5.6 Maintenance of Inventory. Obligor shall keep the Inventory in good and leasable, saleable, and usable condition and shall store the Inventory properly to protect it from damage, destruction, and deterioration. Obligor shall not misuse or conceal the Inventory nor take any action or fail to take any action with respect to Inventory that might affect any insurance coverage. Unless Secured Party approves in advance in writing, Obligor shall not use any Inventory for demonstration, executive, or any similar purpose, other than reasonable and customary quality control tests and inspections. Obligor shall pay promptly when due all liabilities and obligations incurred to acquire or lease Inventory or otherwise relating to Inventory.

5.7 Insurance. The risk of loss of, damage to, or destruction of the Collateral at all times shall be on Obligor. At its expense, Obligor will maintain insurance in form and amounts, and with companies, in all respects satisfactory to Secured Party, covering all of the insurable Collateral on an all-risk basis at full replacement value. Obligor shall deliver to Secured Party the original, or a certified copy, of each policy of insurance and evidence of payment of all premiums therefor within thirty (30) days of the date hereof. Such policies of insurance shall contain an endorsement or an independent instrument furnished to Secured Party, providing that such insurance company will give Secured Party at least 30 days prior written notice before any such

policy or policies of insurance shall be altered or canceled. Obligor hereby agrees to apply all insurance proceeds received under the Insurance Policy to remedy the loss covered thereby (including reimbursing Obligor for funds expended to remedy such loss), to satisfy the indebtedness evidenced by the Note, or as otherwise consented to by Secured Party.

5.8 Taxes. Obligor shall promptly pay when due any and all property, excise, and other taxes and all assessments, duties, and other charges levied or imposed on any or all of the Collateral or imposed on Obligor in respect of any or all of the Collateral, this Agreement, or the security interest granted herein. Obligor shall also pay when due any and all lawful claims for labor, materials, and supplies, that, if unpaid, might become a Lien or Encumbrance on any or all of the Collateral.

5.9 Special Covenants Regarding Collateral.

5.9.1 Use of Inventory. Until an Event of Default, Obligor may possess, process, use, and consume in the manufacture or processing of finished goods, and lease, sell, or otherwise dispose of for fair consideration the Inventory, all in the ordinary course of Obligor's business, excluding, however, any bulk sale, any disposition to one or more creditors, and any transfer in satisfaction of indebtedness.

5.9.2 Proceeds of Inventory and Accounts and Notification to Accounts Obligors. Upon the occurrence of an Event of Default, to the extent applicable, (i) Obligor will notify the obligors of Accounts to make payments of any or all Accounts directly into a Remittance Account established in favor of Secured Party, and (ii) Obligor shall on the day of receipt by Obligor of any Accounts or any proceeds of Inventory or Accounts, transmit the same to Secured Party in the form received by Obligor. Obligor agrees to account to Secured Party for all Accounts and all proceeds of Inventory and Accounts and, pending transmittal of any proceeds to Secured Party, to hold the same in the form received separate and apart from, and not commingled with, any other property of Obligor and in trust for Secured Party. Amounts in the Remittance Account and any cash proceeds received by Secured Party will be applied periodically by Secured Party to payment of such of the Obligations, whether or not then due, determined by Secured Party in its absolute and sole discretion.

5.10 No Obligations and Limit of Liability of Secured Party. Secured Party does not assume and shall have no liability or obligation for any liabilities or obligations of Obligor relating to the Collateral. Secured Party shall have no obligation to notify Obligor with respect to the payment or performance or non-payment or non-performance of any third Person obligations included in the Collateral (including, without limitation, payment or non-payment of any Accounts) or to enforce the payment or performance by any third Person of obligations included in the Collateral (including, without limitation, payment of the Accounts). In exercising its rights and remedies in the Loan Documents and its other rights and remedies and in performing any obligations to Obligor, Secured Party and its stockholders, directors, officers, employees, agents, and representatives shall have no liability or responsibility whatsoever (including, without limitation, any liability or obligation for any injury to the assets, business, operations, or property of Obligor), other than for its gross negligence or

willful misconduct. No action taken or omitted to be taken by the Secured Party with respect to all or part of the Collateral shall give rise to any claim, counterclaim, defense, or offset in favor of Obligor against Secured Party (except for claims for gross negligence or willful misconduct by Secured Party).

5.11 Costs and Expenses of Performance of Obligor's Covenants. Obligor will perform all its obligations under this Agreement at its sole cost and expense.

5.12 Actions by Secured Party; Power of Attorney.

5.12.1 If Obligor fails to pay or perform any of the Obligations under this Agreement, Secured Party in its absolute and sole discretion, without obligation so to do, without releasing Obligor from such Obligations, and without notice to or demand upon Obligor, may pay or perform the same in such manner and to such extent as Secured Party determines necessary or appropriate in its absolute and sole discretion.

5.12.2 Without limiting the general powers, whether conferred herein, in another Loan Document, or by law, upon an Event of Default or in exercising its rights under Section 5.12.1, Secured Party shall have the right but not the obligation to do any or all of the following from time to time, to the extent applicable: (i) to enter upon any premises where any of the Collateral or the books and records relating to the Collateral are located and take possession of the Collateral; (ii) to maintain, preserve, protect, repair, restore, assign, lease, pledge, sell, and otherwise dispose of and deal with the Collateral; (iii) to make additions, alterations, and improvements to the Collateral to keep the Collateral in good condition and repair; (iv) to enforce the rights and remedies of Obligor with respect to the Collateral; (v) to perform or cause compliance with the Requirements; (vi) to adjust, compromise, defend, deposit a bond or give security in connection with, discharge, enforce, make demands related to, pay or otherwise obtain the discharge or release, prosecute, release, settle, terminate, or waive any claim or legal proceeding relating to any or all of the Collateral (including, without limitation, claims under insurance policies and claims against Obligor or the Collateral that Secured Party believes to be valid, regardless of whether actually valid); (vii) to send verifications to obligors of Accounts and issuers of Documents evidencing or representing Collateral; (viii) to notify obligors of Accounts to make payments directly to Secured Party; (ix) to execute, deliver, file, record, amend, modify, extend, renew, restate, supplement, and terminate agreements, documents, and instruments included in or relating to the Collateral (including, without limitation, invoices, bills of lading, and Documents); (x) to receive, endorse, and collect Accounts (including, without limitation, checks, Instruments, and other orders for the payment of money made payable to Obligor or representing any Collateral), and to give receipts and full or partial discharge for the same; (xi) to obtain, realize upon, and release guaranties and security for obligations of third Persons included in the Collateral (including, without limitation, the Accounts); (xii) to obtain any insurance required under this Agreement, to pay the premiums for such required insurance, to file, prosecute, compromise, and settle proofs of claim under such insurance, and to receive insurance proceeds payable to Secured Party alone; (xiii) to

commence, appear and participate in, prosecute, and terminate any legal proceeding relating to (A) the Collateral, (B) the security interest granted herein, (C) the perfection or priority of such security interest, or (D) the rights or remedies of Secured Party under the Loan Documents or the law; (xiv) to compromise, contest, deposit a bond or give security in connection with, discharge, pay, purchase, or settle any Lien or Encumbrance (including, without limitation, any Permitted Exception), whether senior or junior to the security interest granted herein; (xv) to do all other acts and things that Secured Party may, in its absolute and sole discretion, determine to be necessary or appropriate to carry out the purpose of the Loan Documents, as fully and completely as if Secured Party were the absolute owner of the Collateral, and (xvi) to pay from Secured Party's own funds or from proceeds of advances of any unadvanced portion of any Commitment, which advances Obligor hereby authorizes Secured Party to make for account of Obligor, all related costs, expenses, and fees (including, without limitation, attorneys' fees and costs of legal proceedings) incurred by Secured Party, which costs, expenses, and fees, if paid from Secured Party's funds, Obligor agrees to pay to Secured Party upon demand together with interest thereon at the Default Rate from the date incurred until paid in full. All costs, expenses, and fees incurred by Secured Party shall be prima facie evidence of the necessity therefor and the reasonableness thereof. Nothing in this Agreement shall be construed as requiring or obligating Secured Party to make any inquiry as to the nature or sufficiency of any payment received by Secured Party, to present or file any claim or notice, or to take any other action with respect to the Collateral.

5.12.3 Obligor hereby appoints Secured Party as Obligor's attorney-in-fact for the purpose of carrying out the provisions of this Agreement (including, without limitation, the obligations of Obligor). This appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Secured Party shall have the power as attorney-in-fact to do the things described in Section 5.12.2 as and when provided in such section.

5.12.4 Nothing in this Agreement shall relieve Obligor of any of its obligations under any Loan Document or under any other agreement, document, or instrument or in any way limit the rights or remedies of Secured Party.

6. Events Of Default. Each of the following shall be an event of default ("Event of Default"):

6.1 Attachment, garnishment, levy of execution, or seizure by legal process of any or all of the Collateral.

6.2 Any legal proceeding or other action against or affecting any or all of the Collateral is commenced (including, without limitation, any prejudgment attachment or garnishment) and is not quashed, stayed, or released within thirty (30) days.

6.3 Giving of notice of a sale under the Uniform Commercial Code or any other action by any Person, other than Secured Party, to realize upon any of the Collateral under any Lien or

Encumbrance, regardless of whether such Lien or Encumbrance is a Permitted Exception and regardless of whether junior or senior to the security interest granted herein.

6.4 Any Transfer occurs.

6.5 Any Lien or Encumbrance on any or all of the Collateral, other than the Permitted Exceptions, is created or exists, whether junior or senior to the security interest herein.

6.6 Any or all of the Collateral is lost, stolen, suffers substantial damage or destruction, or declines materially in value.

6.7 Obligor abandons any or all of the Collateral.

6.8 The occurrence of a default or any event or condition that with notice, passage of time, or both would be a default in respect of any Permitted Exception.

6.9 The occurrence of a default or condition or event designated as a default, an event of default, or an Event of Default in any other Loan Document or in any agreement, document, or instrument relating to any other indebtedness of Obligor to Secured Party.

7. Rights And Remedies Of Secured Party. Upon occurrence of an Event of Default, Secured Party may, at its option, in its absolute and sole discretion and without demand or notice, do any or all of the following:

7.1 Acceleration of Obligations. Declare any or all of the Obligations to be immediately due and payable, whereupon such Obligations shall be immediately due and payable within 30 days.

7.2 Possession and Other Actions Concerning Collateral. Either in person or by agent, with or without bringing any action or legal proceeding, without regard to the adequacy of its security, or by means of a court appointed receiver, enter upon any premises in which the Collateral or the books and records relating to the Collateral are located and take sole and exclusive possession of all or any part of the Collateral, and take any or all of the actions described in Section 5.12.2. In the event Secured Party demands, or attempts to take possession of the Collateral in the exercise of the rights under this Agreement, Obligor shall promptly turn over and deliver possession of the Collateral to Secured Party. Secured Party may enter upon any premises upon which any of the Collateral or any books and records relating to the Collateral are located in order to exercise Secured Party's right to take possession of the Collateral and may remove the Collateral from such premises or render the Collateral unusable.

7.3 Replevin. As a matter of right and without notice to Obligor or anyone claiming under Obligor, Secured Party shall be entitled to orders of replevin by a court of any or all Collateral from time to time.

7.4 Other Rights and Remedies. Exercise any and all other rights and remedies of Secured Party. In this regard, Secured Party may, among any other rights and remedies, sell all or any part of the

Collateral at public or private sale for cash, upon credit, in exchange for other property, or for future delivery as Secured Party shall deem appropriate. As to sale or other disposition of the Collateral, except as to any of the Collateral that is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market as to which no notice shall be required, Secured Party will give Obligor reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition is to be made. Obligor agrees that any such notice shall be sufficient if given at least ten (10) days prior to such sale or other disposition. Secured Party may be a purchaser at any sale. Secured Party may pay the purchase price at any sale by crediting the amount of the purchase price against the obligations.

8. Application Of Proceeds. All Collateral and all proceeds of Collateral received by Secured Party, before or after an Event of Default, will be applied by Secured Party to the Obligations, whether or not due, in such order as Secured Party shall determine in its absolute and sole discretion, subject to any requirements of law. Any Collateral and any balance of such proceeds remaining after payment of the Obligations in full will be paid to Obligor, its successors or assigns, or as the law or a court of competent jurisdiction may direct. Any proceeds of Collateral in the form of a check shall be credited against the Obligations only upon the expiration of such period of time after receipt thereof by Secured Party as Secured Party determines is reasonably sufficient to allow for clearance or payment thereof. Any other proceeds of Collateral will be credited against the Obligations only upon conversion into cash and receipt of such cash by Secured Party. Each such credit shall, however, be conditional upon final payment to Secured Party of the item giving rise to such credit.

9. Provisions In Other Loan Documents Govern This Agreement. This Agreement is subject to certain terms and provisions in the other Loan Documents, to which reference is made for a statement of such terms and provisions.

10. Counterparts. This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to form physically one document.

Dated as of the date first above stated.

December 21, 2015

By: _____

Name: Nathan Watkins
Title: President
"Obligor"