

**LENDER AGREEMENT
REGARDING
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA AND
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF TUCSON,
ARIZONA
REVOLVING TAXABLE SINGLE FAMILY MORTGAGE LOAN PROGRAM OF 2012
aka PIMA TUCSON HOMEBUYER'S SOLUTION**

This Lender Agreement (this "*Agreement*") is entered into as of November 1, 2012, by and among The Industrial Development Authority of the County of Pima (the "*Pima Authority*"), The Industrial Development Authority of the City of Tucson, Arizona (the "*Tucson Authority*") and together with the Pima Authority, the "*Authorities*") and the lending institution executing this Agreement (the "*Lender*") in connection with the Authorities' \$10,000,000 Revolving Taxable Single Family Mortgage Loan Program of 2012, aka Pima Tucson Homebuyer's Solution (the "*2012 Program*").

RECITALS

WHEREAS, the Authorities expect to make monies available, but solely from funds under the 2012 Program, to enable the Authorities to finance certain qualified mortgage loans within Pima County (including the City of Tucson) through the acquisition of fully-modified mortgage-backed securities issued on behalf of and guaranteed as to timely payment of principal and interest by the Government National Mortgage Association and to provide down payment and other assistance to qualified borrowers with each such mortgage loan; and

WHEREAS, the Lender wishes to participate in the 2012 Program and has agreed to make mortgage loans to qualified borrowers pursuant to the Participating Lender Agreement (herein, the "*Participating Agreement*") with U.S. Bank National Association as Master Servicer (the "*Master Servicer*");

WHEREAS, the Authorities has entered into the 2012 Program pursuant to (a) a Servicing Agreement with the Master Servicer (the "*Servicing Agreement*"), (b) the Program Administration Agreement (the "*Program Administration Agreement*") with Housing and Development Services, Inc., dba eHousingPlus (the "*Program Administrator*"), pursuant to which the Program Administrator has issued its Program Administrator's Guidelines (the "*eHousing Guidelines*"), and (c) a Master GNMA Security Purchase Agreement (the "*Master Purchase Agreement*") with GKB Mortgage Markets, Inc. (the "*Security Purchaser*") and U.S. Bank National Association, Corporate Trust (the "*Custodial Agent*"), pursuant to which the Authorities and the Security Purchaser will issue the Program Guidelines (the "*Program Guidelines*"). Collectively, the Participating Lender Agreement, the Servicing Agreement, the Program Administration Agreement (including the Guidelines), the Master Purchase Agreement and this Agreement shall be referred to as the "*Program Documents*".

NOW, THEREFORE, in consideration of the promises set forth herein, the parties mutually agree as follows:

COVENANTS

Section 1. Definitions: The following terms used herein shall have the definitions set forth below:

“Eligible Borrower” means a person or persons seeking a Mortgage Loan who is acquiring a Principal Residence who meets the requirements of the 2012 Program as set forth in the Program Guide and Guidelines.

“FHA Mortgage Loan” means a Mortgage Loan that is insured by the Federal Housing Administration.

“FHLMC” means the Federal Home Loan Mortgage Corporation or any successor thereto.

“GNMA” means the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, and its successors or assigns. Its powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. §1716 et seq.).

“Mortgage” means the instrument, including the Mortgage Rider and deed of trust, securing a Mortgage Loan that creates a first lien on a Residence subject to Permitted Encumbrances, and that shall be in form acceptable to FHA, VA, RHS or FHLMC, as applicable.

“Mortgage Loan” means a mortgage loan, that is secured by a first lien Mortgage and made to an Eligible Borrower to provide financing for the purchase of a Principal Residence, that satisfies all the requirements of this Agreement, that bears interest at the applicable Mortgage Loan Rate.

“Mortgagor” means any person who has a Present Ownership Interest in the Residence and is the obligor(s) on a Mortgage Note, or a subsequent owner of a Residence who has assumed the Mortgage in accordance with this Agreement (but does not include a person who is liable on the Mortgage Note solely as a guarantor or cosigner, who does not have a Present Ownership Interest in the Residence and who executes an affidavit of cosigner or guarantor).

“Principal Residence” means a Residence (or the unit in a two family Residence) that can reasonably be expected to be occupied by the Mortgagor as the principal Residence of the Mortgagor. The term “Principal Residence” does not include a home used as an investment property or as a recreational home or a home that is primarily intended to be used in a trade or business, as evidenced by the use of more than 15% of the total area in a trade or business. Any use of a home that does not qualify for a deduction allowable for certain expenses incurred in connection with the business use of a home under Section 280A of the Code shall not be considered as a use in a trade or business.

“VA” means the Veterans Administration, an agency of the United States of America, or any successor to its functions.

Section 2. Covenant to Originate Mortgage Loans. The Lender confirms, and covenants to the Authorities that it is a party to a Participating Lender Agreement with the Master Servicer. The Lender hereby acknowledges its receipt of the eHousing Guidelines and Standards established in connection with the 2012 Program. The Lender hereby covenants and agrees to originate mortgage loans in accordance with the Program Documents (as may be amended from time to time with notice to the Lender), including (without limitation) as of the date hereof the following requirements therein: (i) minimum 640 borrower FICO score, (ii) maximum 45 debt-to-income (“*DIT*”) ratio, (iii) 15/45/70 day mortgage loan deadlines, and (iv) applicable borrower income limits. The Lender further understands and acknowledges that there is no first-time homebuyer requirement or federal recapture tax associated with the 2012 Program.

Section 3. Down Payment Assistance.

(a) The Authorities shall provide down payment assistance in an amount equal to 4.00% of the principal amount of the Mortgage Loan to Eligible Borrowers in accordance with the terms of the eHousing Guidelines. Such down payment assistance shall be applied to, at the Mortgagor’s choice, origination fees, a down payment on the mortgage loan and/or closing costs. The Authorities shall be reimbursed for down payment assistance forwarded to Eligible Borrowers upon the purchase of the Mortgage Loan by the Master Servicer pursuant to the terms of the 2012 Program. Down payment assistance is a grant and is not directly repayable by the borrower of the Mortgage Loan; rather the interest rate on the Mortgage Loan has been increased to provide the funds for such down payment assistance.

(b) The Lender must sell the Mortgage Loan to the Master Servicer. Any Mortgage Loan not sold to the Master Servicer (regardless of reason, including Master Servicer or Security Purchaser rejection of the Mortgage Loan or related documentation) will result in repayment of the amount of down payment assistance to the order of the Authorities by the Lender within 5 days of such failure to sell the Mortgage Loan.

(c) At least 3 business days prior to the closing of the Mortgage Loan, the Lender will provide, or require the title company for that Mortgage Loan to provide, the following information to the Authorities or their designee or assignee:

- 1) Borrower Name;
- 2) Property Address and Purchase Price;
- 3) Amount of Mortgage Loan;
- 4) Title Company Name and Address;
- 5) Wire Instructions; and
- 6) The amount of down payment assistance required for the Mortgage Loan, calculated at 4% of the Mortgage Loan.

Section 4. Lender Compensation. The Lender’s gross compensation for FHA and RD mortgage loans originated under the 2012 Program shall not exceed 2.75% of the principal amount of the mortgage loan (constituting a 1.00% origination fee and 1.75% paid upon purchase by the Master Servicer). VA loans will have gross compensation not to exceed 2.25%.

Section 5. Homebuyer Education. On all loans financed under the 2012 Program, Homebuyer Education is required for all borrowers on the Note or Deed (but not any cosigners or guarantors). Lenders may utilize any provider of Homebuyer Education within the County of Pima or online approved by the Authorities. A certificate of completion must be issued and presented to the Lender and/or Master Servicer.

Section 6. Program Guide and Interest Rate Notices. Each form and/or report referred to herein shall be in the form set forth in the Program Documents. Each such form and report is subject to amendment or supplement by the Authorities at any time during the term of the 2012 Program as necessary to enable the Authorities and the Master Servicer to administer the 2012 Program effectively. The Program Documents are incorporated herein and constitutes a part of this Agreement.

Section 7. Findings of the Authorities. In connection with the implementation of the 2012 Program, the Authorities find that:

- (a) there exists a shortage of decent, safe and sanitary housing at prices which eligible families can afford within the Authorities' jurisdiction;
- (b) private enterprise and investment have been unable, without assistance, to provide an adequate supply of decent safe, and sanitary housing and prices which eligible families can afford within the Authorities' jurisdiction;
- (c) the 2012 Program will improve the quality of decent, safe and sanitary housing for eligible families;
- (d) the residential housing assistance provided pursuant to the 2012 Program will provide a public benefit; and
- (e) the estimate of revenues received by the Authorities pursuant to the 2012 Program, together with all other subsidies, grants or other financial assistance received in connection with the 2012 Program, are sufficient to pay the costs associated with the 2012 Program.

Section 8. Representations, Warranties, and Covenants of the Lenders. Each Lender represents and warrants to, and covenants with, each other Lender and the Authorities that:

- (a) The Lender is duly organized, validly existing, and in good standing under the Laws governing its creation and existence and is duly authorized and qualified to transact in the State any and all business contemplated by this Agreement and possesses all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Agreement, the execution, delivery and performance of which have been duly authorized by all necessary action.
- (b) Neither the execution and delivery of this Agreement by the Lender nor the performance and compliance with the terms hereof by the Lender shall (i) violate the

instruments creating the Lender or governing its operations; (ii) violate any laws that could have any material adverse effect whatsoever upon the validity, performance, or enforceability of any of the terms of this Agreement applicable to the Lender; or (iii) constitute a material default (or an event that, with notice or lapse of time or both, would constitute a material default) under, or result in the breach of, any material contract, agreement, or other instrument to which the Lender is a party or that may be applicable to the Lender or any of its assets.

(c) The execution and delivery of this Agreement by the Lender in the manner contemplated herein and the performance and compliance with the terms hereof by it do not require the consent or approval of any governmental authority or, if such consent or approval is required, it has been obtained.

(d) This Agreement, and all documents and instruments contemplated hereby that are executed and delivered by the Lender, constitute and shall constitute a valid, legal, and binding obligation of the Lender, enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by applicable debtor relief laws.

(e) Unless waived in advance by the Master Servicer, the Lender shall be, at the time of the origination of any FHA Mortgage Loan, VA Mortgage Loan, RHS Mortgage Loan or Conventional Mortgage Loan for Purchase by the Master Servicer, and at all times thereafter so long as the Lender shall continue to serve in the capacity contemplated under the terms of this Agreement, an FHA approved direct endorsement lender, a VA approved and RHS approved mortgagee or a FHLMC-approved lender, and shall originate Mortgage Loans in accordance with the GNMA Guide and the FHLMC Guide.

(f) The Lender shall comply, as to each FHA insured Mortgage Loan, with the National Housing Act, as amended and supplemented, all rules and regulations issued thereunder, and all administrative publications published pursuant thereto.

(g) The Lender shall comply, as to each VA guaranteed Mortgage Loan, with the Servicemen's Readjustment Act of 1944, as amended and supplemented, all rules and regulations issued thereunder relating to VA guaranteed home mortgage loans, and all administrative publications.

(h) The Lender shall comply, as to each RHS Mortgage Loan, with the Cranston Gonzales National Affordable Housing Act of 1990, as amended, all rules and regulations issued thereunder relating to RHS guaranteed home mortgage loans, and all administrative publications published pursuant thereto.

(i) The Lender shall comply with the nondiscrimination provisions of the Civil Rights Act of 1965 (78 Stat. 252), the regulations issued pursuant to such Act, and Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965.

(j) From time to time the Lender shall report, as more fully set forth in this Agreement or as requested by the Authorities, information relating to the Mortgage Loans to the Authorities and the Master Servicer, and shall do every act and thing that may be necessary or required to perform its duties under the Program Documents.

(k) The Lender agrees that, so long as it shall continue to serve in the capacity contemplated under the terms of the Program Documents, it shall remain in good standing under the laws governing its creation and existence and qualified under the laws of the State to do business in the State, it shall not dissolve or otherwise dispose of all or substantially all of its assets, and it shall not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Lender may, without violating the covenant contained in this subsection, consolidate with or merge into another entity, or permit one or more entities to consolidate or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting, or transferee entity, as the case may be, shall have a net worth equal to or greater than the net worth of the Lender immediately preceding any such merger, consolidation, or sale of assets, shall be qualified under the laws of the State to do business in the State, shall be qualified under all laws and have all necessary approvals required of the Lender to perform the Lender's duties under this Agreement, and shall demonstrate, to the reasonable satisfaction of the Authorities and the Custodial Agent, its ability to perform the duties of Lender as specified in this Agreement, and shall assume in writing all of the obligations of the Lender under this Agreement. In such event upon receipt of written direction from the Authorities, the Master Servicer, on its own behalf and on behalf of the other Lenders, Custodial Agent, Master Servicer, and the Authorities, shall release the Lender in writing, concurrently with and contingent upon such assumption, from all obligations so assumed.

(l) No information, certificate of an officer of the Lender, statement furnished in writing, or report required hereunder, delivered to the Master Servicer or the Authorities, shall, to the knowledge of the Lender delivering same, contain any untrue statement of a material fact or omit to state a material fact necessary to make the information, certificate, statement, or report not misleading.

(m) The Lender hereby acknowledges that the Program Administrator's loan reservation system shall be the exclusive source of information for the Authorities, the Master Servicer and the Lenders. The Lender further acknowledges that such loan reservation system shall be the official record of the 2012 Program and they agree that any discrepancy shall be resolved by reference to such system. The Lender will pay any fees or charges set forth in the Program Administration Agreement.

(n) The Lender shall indemnify and hold harmless the Authorities and its governing body (Pima County), and their officers, directors, employees and agents for, from and against liability for any and all claims, causes of action, costs, and expenses (including attorneys' fees), judgments, fines and penalties that may be related to or arise out of any violation of law or breach of this Agreement resulting from an act or omission of the Lender, its directors, officers, employees or agents hereunder.

(o) The Lender hereby acknowledges that certain requirements for mortgage loans under the 2012 Program are set forth in the Guidelines and that the Lender shall comply with all such requirements (including the Lender Deadlines contained therein) or risk the

non-purchase by the Master Servicer of such Mortgage Loans. Further, all Mortgage Loans shall comply with all provisions of the Program Documents.

Section 9. Prohibition of Discrimination. No Lender shall arbitrarily reject an application because of the location and/or age of the property, or in the case of a proposed Mortgagor, arbitrarily vary the terms of a loan or the application procedures therefore or reject a Mortgage Loan applicant because of the race, color, religion, national origin, age, sex, or marital status of such applicant. In accepting, evaluating, and acting upon such applications, Lenders shall comply, if applicable, with the Federal Fair Housing Act and with the Federal Equal Credit Opportunity Act and Regulation B promulgated thereunder. All applications for Mortgage Loans and evidence of actions taken with respect thereto shall be retained by Lender in accordance with all applicable federal laws and regulations.

Section 10. Review of Lender's Performance. The Authorities shall have the right to review the performance of a Lender, which review may include the reports and recommendations of the Master Servicer and such other evidence as may be presented to the Authorities, to determine if the Lender is performing under the Program. If the Authorities, in its sole discretion, determines that a Lender is not performing in accordance with such standards, the Authorities or the Master Servicer shall notify such Lender of any such deficiency, and if such deficiency is sufficient to warrant termination of the Lender by the Authorities, then the Authorities or the Master Servicer shall notify such Lender that the services of such Lender are being terminated and the date on which such termination shall be effective.

Section 11. Lender's Excused Nonperformance. Notwithstanding anything in this Agreement to the contrary, there shall be no termination of, and no liability under, this Agreement with respect to any Lender for its failure to duly observe or perform in any material respect any covenant, condition, or agreement to be observed or performed by a Lender, if such failure on the part of such Lender is directly caused by the failure of the Master Servicer or the Authorities to duly observe or perform in any material respect any covenant, condition, or agreement to be observed or performed by the Master Servicer or the Authorities.

Section 12. Access to Lender's Records. The Authorities (or the Master Servicer on behalf of the Authorities) and their respective agents may from time to time request a Lender to allow the inspection of any of the Lender's books and records pertaining to the Program and the Lender shall allow such inspections and access to such books and records at reasonable times during the Lender's normal business hours and upon reasonable terms.

Section 13. No Liability for Removal of Lender. Notwithstanding any provision in this Agreement to the contrary, neither of the Authorities, Pima County, Arizona, the Pima County Board of Supervisors, the City of Tucson, Arizona, the Custodial Agent, the Master Servicer, nor any other Lender shall be liable in any respect for the termination of a Lender with or without cause, or owe any duty to any such Lender if terminated for cause.

Section 14. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this

Agreement shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 15. Survival of Obligations and Covenants. Notwithstanding anything to the contrary herein, the expiration of this Agreement or the termination or resignation of any Lender under this Agreement shall not affect any obligations of such Lender under this Agreement. The representations, warranties, and covenants of Lender hereunder shall continue without regard to any termination of Lender hereunder. Any indemnities in this Agreement shall survive the termination of a Lender hereunder.

Section 16. Special Limited Liability. All obligations of the Authorities incurred hereunder shall be special limited obligations of the Authorities, payable solely from the revenues and other amounts derived from the sale of GNMA Securities under the 2012 Program. All monetary obligations of the Authorities incurred hereunder, and any remedies arising against the Authorities by reason of any default, shall be payable solely out of, and all liability of the Authorities shall be limited to, revenues and receipts derived from the transactions contemplated and performed pursuant to the Program Documents. Nothing contained herein shall be construed as obligating the Authorities (except as a special limited obligation as specified above) or obligating the County or City, or as incurring a charge upon the general credit of the Authorities, City or the County. The Authorities has no taxing power.

Nothing herein, or in any of the Program Documents, shall obligate the Authorities, the City of Tucson, Arizona or Pima County, Arizona to purchase any Mortgage Loan from any Lender. In order for a Mortgage Loan to be purchased by the Master Servicer under this 2012 Program, the Lender must comply with the requirements of the Master Servicer under the Participating Agreement and the Program Documents. If a Mortgage Loan is rejected by the Master Servicer or the Security Purchaser, the Authorities shall have no responsibility to purchase any Mortgage Loan. In addition, the Lender hereby acknowledges that neither the Security Purchaser nor the Master Servicer shall have any obligation to purchase the Mortgage Loan unless the Mortgage Loan conforms to the standards required by the Master Servicer.

Section 17. Governing Law; Venue; Remedies; Attorneys' Fees. This Agreement and the Program Guide shall be governed by and construed in accordance with the laws and judicial decisions of the State, except as such laws may be preempted by any federal rules regulation, and laws applicable to the Authorities. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Agreement against the Authorities shall be brought and maintained in the Superior Court of the State of Arizona in and for the County of Pima, the United States District Court in and for the District of Arizona or any United States Bankruptcy Court having jurisdiction over the parties hereto.

Unless otherwise expressly provided, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement, the Program Guide or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Agreement or the Program Guide shall impair any such right or power or shall be construed to be a waiver

thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

In the event either party should fail to perform its material obligations hereunder, and if the other party should employ attorneys or incur other expenses for the enforcement of performance or observance of any material obligation or agreement hereof, then to the extent permitted by law, the prevailing party will be entitled to be reimbursed by the other party on demand its reasonable attorneys' fees, court costs and such other expenses incurred in connection therewith, including interest, post-judgment fees and expenses, including, if occasioned by the nonperformance of the Lender, all costs and reasonable expenses incurred by the Authorities in replacing the Lender with another lender capable of performing Lender's obligations hereunder. The Authorities may take any action at law or in equity which it deems necessary or desirable to collect amounts then due and thereafter becoming due hereunder or to enforce the performance of any obligation, agreement or covenant of the Lender hereunder.

Section 18. Indemnity. The Lender shall pay, defend, protect, indemnify and hold the Authorities and its directors, officers, counsel, advisors and agents, the City of Tucson and the Mayor and members of its City Council and agents and Pima County and the members of its Board of Supervisors and agents (each, an "Authority Indemnified Party") harmless for, from and against any and all Liabilities directly or indirectly arising from or relating to any material failure on the part of the Lender to perform its services, duties and obligations under the terms and provisions of this Agreement and the Program Guide.

Paragraph (a) above intends to provide indemnification to Authority Indemnified Party for his or her active or passive negligence or misconduct; provided, however, that nothing in Paragraph (a) above shall be deemed to provide indemnification to any Authority Indemnified Party with respect to any Liabilities arising from the fraud, gross negligence or willful misconduct of such Authority's Indemnified Party.

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

The Indemnified Parties and the Authorities Indemnified Parties, other than the Authorities, shall be considered to be intended third-party beneficiaries of this Agreement and

the Program Guide for purposes of this Section. The provisions of this Section shall be in addition to all liability which the Lender may otherwise have and shall survive any termination of this Agreement and the Program Guide.

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

Section 19. Limitation on Liability. No director, officer, employee, attorney, advisor or agent of either party hereto shall be under any liability to the other party for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for such errors in judgment as a reasonably prudent business person would make. Nothing in this paragraph is intended to imply liability on the part of any person who otherwise would not be liable. Each party to this Agreement shall be liable under this Lender Agreement and the Program Guide only to the extent that obligations are explicitly imposed upon and undertaken by the party against whom enforcement is sought.

Section 20. Modification of Program Documents. Except as permitted by this Agreement and the Guidelines, the Lender will not modify, release, waive, change or amend any term or condition of any Program Document without the prior written consent of the Authorities and, if applicable, GNMA, Freddie Mac or Fannie Mae. The Securities Purchaser will promptly notify the Program Administrator, who will notify the Lender of any changes it makes in the Interest Rate Notice. The Authorities will promptly notify the Lender of any changes it makes in the Program Guide and the effective date of any such changes.

Section 21. Amendment. This Agreement shall not be amended or otherwise modified except with the written consent of the parties hereto.

Section 22. Severability. If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provision of this Agreement to the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

Section 23. Notice of A.R.S. Section 38-511 Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Agreement under the law of the State.

Section 24. Counterparts. This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authorities and the Lender have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first above written.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF PIMA

By: _____
Name: _____
Its: _____

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF TUCSON, ARIZONA

By: _____
Marilyn Robinson
President

LENDER:

By: _____
Name: _____
Title: _____