

**APPLICATION
FOR FORMATION OF**

**EASTMARK COMMUNITY
FACILITIES DISTRICT NO. 2
(CITY OF MESA, ARIZONA)**

SUBMITTED BY

DMB Mesa Proving Grounds, LLC

November 28, 2018

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INTRODUCTION

This application is being submitted by DMB Mesa Proving Grounds, LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware (the “Applicant”), for the formation of the Eastmark Community Facilities District No. 2 (City of Mesa, Arizona) (the “District”) pursuant to 48-701, *et seq.* Arizona Revised Statutes, as amended (the “Act”), for financing certain public infrastructure relating to the development of a portion of Eastmark (the “Project” or “Eastmark”), a master-planned community located within the City of Mesa, Arizona (the “City”).

The District is being formed to provide a financing mechanism for certain public infrastructure, through the issuance of District general obligation bonds and special assessment bonds.

The District consists of approximately 227.43 acres of the 3,164-acre Project and is the subject of that certain Pre-Annexation and Development Agreement (Mesa Proving Grounds) recorded on November 13, 2008 in the Official Records of the Maricopa County Recorder as Instrument No. 2008-0974930, as amended by a recorded first amendment, dated May 16, 2011, a recorded second amendment, dated November 21, 2013, a recorded third amendment, dated December 21, 2016, and a recorded fourth amendment, dated August 30, 2018 (the “PADA”) and that certain Community Plan adopted by the City on November 3, 2008 as Ordinance No. 44893 (the “Community Plan”). The Project, which was formerly part of the General Motors Proving Grounds, is located at 13303 S. Ellsworth Road, Mesa, Arizona, 85212. The Project is located east of the 202 freeway generally bounded by Elliot Road to the north, Ellsworth Road to the west, and Signal Butte Road to the east. The District is anticipated to include approximately 1,000 residential dwelling units. The following characterizes the acreage within the District:

Residential Acreage	201.66
Non Residential Acreage*	<u>25.77</u>
Total Acreage	227.43

* *Commercial*

The Project is partially developed with construction having begun in 2011 and the first phase of residential sales having commenced in June 2013. Individual residential closings within the District are anticipated to begin in the first half of calendar year 2019.

Eastmark is planned and being developed as a mixed use master planned community with an urban core area located in the northeastern portion of the Project which is expected to attract employment centers, retail, and office users. The early phases of the Project, located in the southern portions of Eastmark, are expected to remain primarily medium density single family detached units in accordance with the Community Plan. Product densities are expected to increase over time as the urban core area develops.

In preparing this application, the Applicant followed the format suggested in the City’s community facilities district policy and guidelines.

APPLICATION REQUIREMENTS

- 2.1a(i)** *A description of the proposed CFD, including a legal description of its boundaries, identity and addresses of all persons or entities with any interest in the real property (including any liens and encumbrances on the real property), a condition of title report and the names and addresses of any qualified electors located within the proposed CFD boundaries. A current title report and a certificate from the county elections department shall be submitted as evidence of the names of persons with any interest in the real property and qualified electors, respectively. The description must contain an analysis of the appropriateness of the CFD boundaries.*

The District consists of approximately 227.43 acres of real property and is located within the incorporated boundaries of the City. A legal description of the District is included as Appendix 1 and a map depicting the boundaries of the District and the Project is included as Appendix 2. A current Title Report for the real property contained within the District's boundaries is included as Appendix 3. The District boundaries are appropriate because the improvements to be financed by the District will primarily benefit future residents within the District.

- 2.1a(ii)** *A description of the applicant, including the corporate and organizational structure of the entity or individual submitting the application. This description should also include the names of all officers and/or corporate directors directly related to or associated with the proposed development and the proposed CFD. If there is more than one property owner, the application shall designate a representative for the applicants.*

DMB/Brookfield Eastmark LLC, a Delaware limited liability ("DMB/Brookfield"), was formed on April 1, 2013, to hold the sole member interest in Applicant. The sole members of DMB/Brookfield are Brookfield Eastmark LLC, a Delaware limited liability company ("Brookfield Eastmark") and DMB Associates, Inc., an Arizona corporation ("DMB"). Each of Brookfield Eastmark and DMB, in their respective capacities as members of DMB/Brookfield, has a vested equity interest in the Applicant and representatives of each member serve on an executive committee to approve the business plans for Eastmark as amended from time to time. Effective January 2, 2018, Brookfield Arizona Management LLC ("Brookfield") assumed the role of Project Manager from DMB, the previous Project Manager, provided the members of DMB/Brookfield and the composition of the executive committee remain the same, together with the day-to-day management team, and the Project continues to be managed similarly to the way it was managed by DMB. Brookfield is wholly owned by Brookfield Residential Arizona, LLC ("BRA"), a community development firm with investment/ownership interests in five communities in Arizona, including Eastmark. BRA is a subsidiary of Brookfield Residential which does community development and homebuilding in 12 markets across North America. Brookfield Residential is a subsidiary of Brookfield Asset Management ("BAM"), an asset management firm specializing in real estate, infrastructure, renewable energy and private equity with more than \$265 billion of assets under management in over 30 countries.

- 2.1a(iii)** *The name, address, telephone number and other relevant information of the primary contact for the applicant. This information should also list the names (and other relevant information) of any legal representatives, engineers, architects, financial consultants and/or other consultants significantly involved in the preparation and submission of the Completed Application.*

The following are the names and addresses of the primary contact for the applicant and other interested parties as described above:

Applicant/Landowner:

DMB Mesa Proving Grounds, LLC
c/o Brookfield Arizona Management LLC
14646 N. Kierland Blvd., Suite 165
Scottsdale, AZ. 85254

Officers of Brookfield Arizona Management LLC:
President- John L. Bradley
Executive Vice President and CFO- Thomas Lui
Senior Vice President- Bradley Chelton
Secretary- William Seith

Lienholder:

Wells Fargo Bank
Attention: Devin Paltenghi
8601 N Scottsdale Rd Suite 200
Scottsdale, AZ 85253
480-348-5323

Currently there are no residents or qualified electors living within the proposed District boundaries. Formation of the District is requested by a petition of 100% of the landowners of property within the District boundaries. A Qualified Electors Report will be submitted to the City at the appropriate time as formation of the District moves forward. In addition to the landowners, any lienholders of property within the District will sign the formation petition.

2.1b *A detailed description of all public infrastructure to be constructed, acquired or improved within the boundaries of the CFD, including a detailed description of the types of infrastructure to be financed by the CFD, the estimated construction or acquisition costs of the public infrastructure, the estimated annual operation and maintenance costs of the public infrastructure for the first fifteen (15) years after completion and the governmental approvals that will be required for both the public and private improvements to be constructed and operated.*

The District will finance public infrastructure that is authorized by the Act and is the subject of the PADA and Community Plan ("Public Infrastructure"). Listed below is a summary of certain Project improvements, including the Public Infrastructure which the Applicant anticipates requesting to be financed by the District. Approximately \$65,392,710 after the payment of costs related to the issuance of bonds, of Public Infrastructure is proposed to be reimbursed to the Applicant through District financing.

Estimated Costs of Project Improvements (a) (b)

Description	Total Project Costs	Costs Eligible For CFD Financing	Costs Not Eligible For CFD Financing
<u>Roadways:</u>			
Ellsworth Road	\$7,234,146	\$6,315,783	\$ 918,363
Signal Butte Road	1,281,629	1,017,997	263,632
Ray Road	1,714,412	1,671,887	42,525
Eastmark Parkway	7,219,368	5,750,249	1,469,119
Inspirian Parkway	10,041,975	8,202,318	1,839,657
Point Twenty-Two Blvd	5,946,197	5,189,119	757,078
Warner Road North	5,032,316	4,228,164	804,152
Other Onsite Arterial and Collector Roadways	6,589,030	5,241,036	1,347,994
Total Roadways	45,059,073	37,616,553	7,442,520
<u>Monumentation</u>			
Primary Entry Monumentation	1,979,959	1,890,406	89,553
Secondary Entry Monumentation	2,900,545	2,610,490	290,055
Total Monumentation	4,880,504	4,500,896	379,608
<u>Amenities, Parks and Trails</u>			
Community Parks	7,928,530	7,489,347	439,183
Central Park	11,251,072	10,607,829	643,243
Total Amenities, Parks and Trails	19,179,602	18,097,176	1,082,426
<u>Other Infrastructure</u>			
Offsite Sewer – Warner Road	1,962,374	1,931,275	31,099
Community Traffic Signals	3,299,410	3,246,810	52,600
Total Other Infrastructure	5,261,784	5,178,085	83,699
Combined Total	\$74,380,963	\$65,392,710	\$8,988,254

- (a) The project costs include design and engineering, construction, contingency, construction management and inflation

The Public Infrastructure will be constructed over a period of approximately 10 years.

The Public Infrastructure financed by the District will be dedicated to the City upon completion and, as provided in the PADA, the City will not impose ongoing maintenance and operation responsibility or expenses with respect to such Public Infrastructure on the District, the Applicant or the property owners in the District except on the same terms as the City imposes such responsibility and expenses on other developers or property owners for similar public infrastructure accepted by the City. The District may levy a \$0.30 ad valorem tax rate per \$100 of net assessed limited property value to fund the operation, maintenance and administration (“O&M”) expenses which are the responsibility of the District. Applying the \$0.30 ad valorem operations and maintenance tax rate over all of the estimated taxable real property contained within the District generates the revenue estimates depicted in Appendix 4: Plan of Finance - Table 3.

It is anticipated that the annual O&M tax revenues will be sufficient to pay the District’s annual administrative and operational expenses; to the extent there are excess proceeds, such proceeds would be available to pay those operation and maintenance expenses which are the responsibility of the District.

The Applicant will publicly bid all eligible Public Infrastructure in accordance with Title 34 and the City’s public bidding provisions.

- (b) In addition to the Public Infrastructure listed in the table and the Public Infrastructure listed in the PADA, certain Public Infrastructure previously constructed by the Applicant within Eastmark Community Facilities

District No. 1 (City of Mesa, Arizona), may be included as Public Infrastructure benefitting the District in the sole and absolute discretion of the Board of Directors of the District.

2.1c *A proposed project schedule for commencement and completion of (a) the public infrastructure and (b) the private development.*

The following table depicts an estimated completion schedule for the project improvements by planning unit.

Estimated Project Completion Schedule

Description	Estimated Start Date	Estimated Completion Date
Ellsworth Road	2018	2028
Signal Butte Road	2016	2028
Ray Road	2015	2022
Eastmark Parkway	2016	2028
Inspirian Parkway	2012	2028
Point Twenty-Two Blvd	2016	2028
Warner North	2018	2028
Other Onsite Arterial and Collector Roadways	2016	2028
Primary Entry Monumentation	2011	2028
Secondary Entry Monumentation	2011	2028
Central Park, Community Parks, Shared Parks and Linear Trails and Paseos	2018	2028
Warner Rd Offsite Sewer	2018	2028
Community Traffic Signals	2016	2028

2.1d *A financing plan for the public infrastructure, including capital costs and operation and maintenance costs.*

PLAN OF FINANCE

Formation, Authorization and Proposed Debt.

In response to a petition signed by the owners of all of the land within the District, the Applicant requests that the City Council adopt a resolution declaring the District formed in December 2018. The Applicant also requests, after formation of the District, that the Board of Directors of the District (the “District Board”) call a general obligation bond election to authorize the issuance of \$70,000,000 of District general obligation bonds in series, over time. It is anticipated that the Applicant will also request, over time, that the District governing board issue special assessment bonds.

Upon formation of the District, the Applicant requests a general obligation bond authorization election in the amount of \$70,000,000, of which, if approved, the Developer shall not request the issuance of more than \$65,000,000 in general obligation bonds. The general obligation bonds would be issued in series over time when the net assessed limited property value of the property within the District is sufficient to support bond debt service given a target tax rate of \$3.85 per \$100 of net assessed limited property value or at such time as the Applicant, provides collateral in amounts and type acceptable to the District Board. The general obligation bond authorization anticipates costs related to the bond offerings, District formation costs and incidental costs as well as potential increases in public infrastructure costs.

Following formation of the District, it is anticipated that the Applicant will also request that the District Board levy assessments of the costs of public infrastructure on parcels, lots or pieces of property within the District based on the benefit to be received by such parcels, lots or property and issue special assessment lien bonds to finance Public Infrastructure benefitting certain parcels, lots or pieces of property within the District. At the time of the issuance of any proposed special assessment bonds, each parcel, lot or piece of property that is subject to assessment will have an appropriate value to lien ratio based on an MAI appraisal and as required by the City’s Community Facilities District policy and guidelines.

The estimated general obligation bond program for the District through estimated build out is included in Appendix 4 as Table Two. The proposed first issue of general obligation bonds is to enable the governing board to levy the \$3.85 tax rate for general obligation bond debt service prior to the first homeowner occupancies which are expected in 2019. In

addition, the Applicant anticipates the levy of assessments and issuance of special assessment lien bonds, over time, based on the phasing of the Project.

Use of Proceeds.

The proceeds from the sale of the general obligation bonds (and, if issued, the special assessment bonds), after payment of costs of issuance, will be applied by the District to finance a portion of the Public Infrastructure described in the response to Section 2.1d of this Application.

Terms of the Bonds.

The general obligation and special assessment bonds will have final maturities of 25 years from the dates of issuance. The general obligation bonds will be sized such that the ad valorem tax rate required to pay debt service is not expected to exceed a target tax rate of \$3.85 per \$100 of net assessed limited property value of the property within the District. The Applicant will request the issuance of general obligation bonds only after the net assessed limited property value of the property within the District is sufficient to generate ad valorem taxes necessary to support debt service on the general obligation bonds given a \$3.85 tax rate or if the Applicant provides other collateral in amounts and type acceptable to the District Board.

Estimated Per Lot Special Assessment Amount.

If and when issued, any per lot special assessment amount is expected to average approximately \$2,000 - \$5,000 and in no event will exceed \$10,000 per lot. Each parcel, lot or piece of property on which a special assessment is levied will have an appropriate value to lien ratio based on an MAI appraisal and as required by the City's CFD policy and guidelines.

Homeowner's Obligation.

While market pricing and values are difficult to anticipate, the Applicant is extremely sensitive to the overall tax burden that the CFD will add to a homeowner's obligation.

The anticipated debt burden on homeowners living within the District will be consistent with, and in many cases, will be less than comparable master-planned communities in the Phoenix Metropolitan area including the Vistancia community in Peoria, Verrado and Festival Ranch in Buckeye, Palm Valley and Estrella Mountain Ranch in Goodyear, and Cadence in Mesa. The following table and related chart provide a comparative analysis of the estimated total debt burden for these community facilities districts. The table shows the District with a \$3,500 per lot special assessment. A detailed summary of the table is located in Appendix 6. These tables demonstrate that even with a higher per lot special assessment, the debt burden on the homes within the District is consistent with, and in many cases, more favorable than comparable communities. The projected taxes and assessments for the District as a percentage of the sales price is 1.45%, which is in line with, and in fact more favorable, than certain approved communities located in the Phoenix Metropolitan area.

A.R.S. Section 32-2181, *et seq.* requires the disclosure of all property taxes to be paid by the homeowner in the Subdivision Public Report. Prior to the home sale, each homebuyer must be supplied a Subdivision Public Report, and the homebuyer must acknowledge by signature that they have read and accepted the Subdivision Public Report. In addition, each homebuyer will receive a form detailing the existence of the District, the tax rate and its financial impact and receipt of the form will be acknowledged in writing by the homebuyer. A signed copy of the form will be kept on file with the City Clerk. An example homebuyer disclosure form is included in Appendix 5.

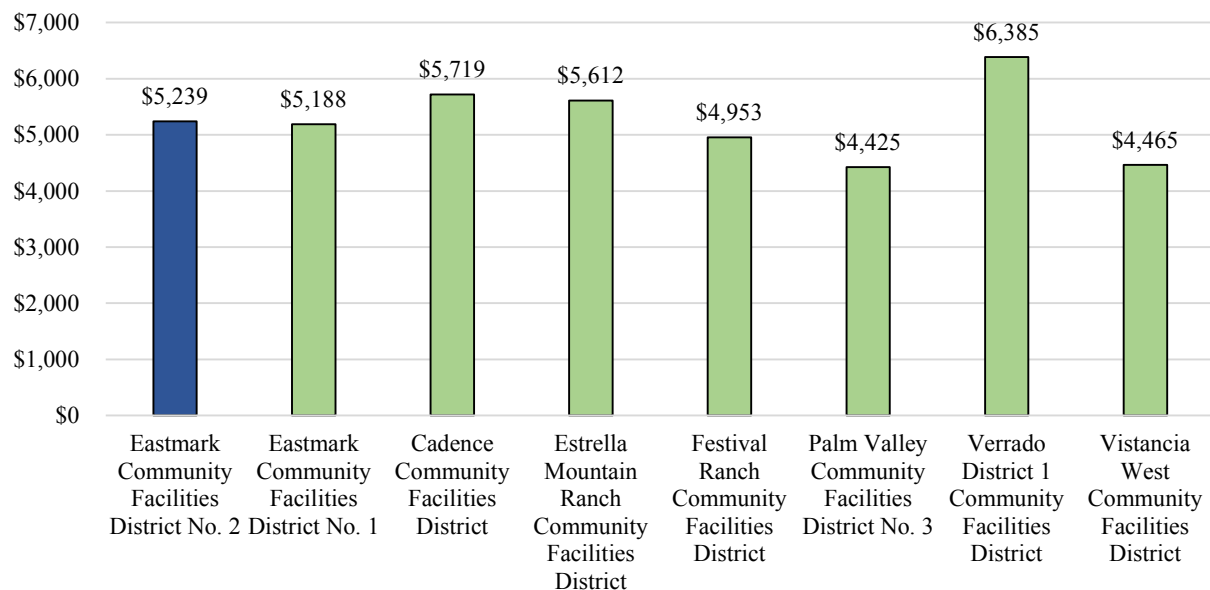
**Eastmark Community Facilities District No. 2
Total Debt Burden Comparison**

District	Estimated Annual Debt Burden (a)				Total Burden As a % of Sales Price	
	GO Taxes	Special Assessment	Est. Average Annual HOA Fee	Total Debt Burden		
Eastmark Community Facilities District No. 2	\$3,931	\$ 288	\$1,020	\$5,239	1.50%	(b)
Eastmark Community Facilities District No. 1	3,931	236	1,020	5,188	1.48	(c)
Cadence Community Facilities District	3,931	288	1,500	5,719	1.63	(b)
Estrella Mountain Ranch Community Facilities District	3,265	1,171	1,176	5,612	1.60	(d)
Festival Ranch Community Facilities District	3,199	218	1,536	4,953	1.42	(e)
Palm Valley Community Facilities District No. 3	3,813	N/A	612	4,425	1.26	(f)
Verrado District 1 Community Facilities District	5,041	N/A	1,344	6,385	1.82	(f)
Vistancia West Community Facilities District	3,433	N/A	1,032	4,465	1.28	(f)

- (a) Table assumes \$350,000 average home price for all Districts.
(b) Assumes \$3,500 per lot assessment over 25 years at 6.50%
(c) Based on actual \$3,500 per lot assessment.
(d) Based on actual \$11,135 per lot assessment for Golf Village Assessment District No. 2.
(e) Based on actual \$2,000 per lot assessment.
(f) Districts do not expect to issue assessment bonds.

**Eastmark Community Facilities District No. 2
Total Debt Burden (\$) by District**

Comprable Community Facilities Districts' Estimated Annual Debt Burden



2.1e A financial feasibility study for the entire project (or such phases of the project that are expected to be constructed within five (5) years of submission of the Completed Application) covering both the public infrastructure and the private development. This should include:

2.1e(i). An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will impact the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and other costs that would be borne by property in the CFD. The analysis should include the impact on a single family detached residence with the expected

average assessed valuation within the proposed boundaries of the CFD. The City may request additional analyses based on commercial, industrial or other types of residential properties subject to the proposed CFD property taxes, special assessments, fees, charges and other costs. The analysis should also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates and charges in adjoining and similar areas outside of the proposed CFD.

Below is a summary of the overlapping tax rates of the property within the District including the proposed District levy:

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Overlapping Jurisdiction	2018/19 Primary Tax Rate	2018/19 Secondary Tax Rate	2018/19 Total Tax Rate
Maricopa County	\$1.8750	\$0.6796	\$2.5546
Maricopa County Community College District	1.1708	0.2049	1.3754
East Valley Institute of Technology (EVIT)	0.0000	0.0500	0.0500
Queen Creek Unified School District No. 95	4.2277	3.3858	7.6135
City of Mesa	0.0000	1.0201	1.0201
Eastmark Community Facilities District No. 2 (a)	0.0000	4.1500	4.1500
	<u>\$7.2735</u>	<u>\$9.4901</u>	<u>\$16.7636</u>

- (a) The tax rate for Eastmark Community Facilities District No. 2 is not levied for Fiscal Year 2018/19 and is shown for illustrative purposes only.

DIRECT AND OVERLAPPING TAX RATES, INCLUDING EQUIVALENT ASSESSMENT TAX RATES

The following are comparative Fiscal Year 2018/19 combined tax rates for other community facilities districts in Maricopa County.

District	Combined Tax Rate (a)
Eastmark Community Facilities District No. 2 (b)	\$17.9917
Eastmark Community Facilities District No. 1	17.7705
Cadence Community Facilities District (c)	17.9917
Estrella Mountain Ranch Community Facilities District	18.9162
Festival Ranch Community Facilities District	14.5734
Palm Valley Community Facilities District No. 3	16.2603
Verrado District 1 Community Facilities District	21.4962
Vistancia West Community Facilities District	14.6386

- (a) Includes the Overlapping GO Tax Rate and the Equivalent Assessment Tax Rate. See Appendix 6.
 (b) The tax rate for Eastmark Community Facilities District No. 2 is not levied for Fiscal Year 2018/19 and includes a special assessment that is planned but unissued and is shown for illustrative purposes only.
 (c) The tax rate for Cadence Community Facilities District includes an estimated equivalent tax rate on a special assessment that is planned but unissued and is shown for illustrative purposes only.

The Applicant believes that the overall price and tax structure will make the homes within the Project a competitive home building product for prospective buyers in the East Valley.

2.1e(ii) A detailed financing plan for the private development in the CFD.

The financing of the private development will flow from three sources as circumstances dictate. These sources include: third party institutional development loans, internal cash flow and equity capital provided as needed by the principals of the Applicant.

2.1e(iii) A market absorption study for the private development in the CFD prepared by an independent consultant acceptable to the City. Such study shall include estimates of the revenue to be generated by the development and an estimate of the ability of the market to absorb the development as well as a market absorption calendar for the private development.

Given the Applicant's experience in the development of master-planned communities and the maturity of the Project, a separate market absorption study has not been prepared. As required by law, a feasibility report for each bond issue will be filed and considered for District governing board approval at the time of each bond issuance.

The Applicant estimates build-out within the District to be up to 1,000 residential dwelling units and, although this could change in conjunction with future planning at the Project, currently estimates up to 1,000,000 square feet may be developed as commercial or non-residential. Please refer to Table One in Appendix 4 for the estimated single-family residential home absorption schedule for the District. The Applicant expects the first home closings beginning in the first half of calendar year 2019.

2.1f A description of the proposed equity contribution from the applicant/landowner and a calendar showing the timing and sources of such equity contribution.

The Applicant's total equity contribution to the Project as of June 30, 2018 is approximately \$273,000,000 (property acquisition, entitlements, pre-development and development costs). Over the build-out of the Project, the Applicant expects to provide additional equity totaling approximately \$457,663,735 in improvement costs to Eastmark. The Applicant expects to provide additional equity totaling approximately \$8,988,254 in improvement costs for Project improvements which the Applicant anticipates contributing beyond the amounts requesting to be financed by the District for Public Infrastructure (please refer to the response to Section 2.1b for a detailed listing of the improvement costs not eligible for CFD financing). The Applicant recognizes that the City's CFD Guidelines require a \$0.25 investment in the Project for every \$1 funded by the CFD, and believes that the proposed CFD financing complies with this requirement.

2.1g A description of the applicant's professional experience, including with similar types of developments, and evidence demonstrating its financial capacity (including financial statements) to undertake the development associated with the public infrastructure and private development.

DMB/Brookfield Eastmark LLC, a Delaware limited liability ("DMB/Brookfield"), is the sole member of Applicant. The members of DMB/Brookfield are Brookfield Eastmark LLC, a Delaware limited liability company ("Brookfield Eastmark"), and DMB Associates, Inc., an Arizona corporation ("DMB"), which, through their respective member interests, have a vested equity interest in Applicant and appoint representatives of each member serve on an executive committee to approve the business plans for Eastmark as amended from time to time. Effective January 2, 2018, Brookfield Arizona Management LLC ("Brookfield") assumed the role of Project Manager from DMB, which had previously served as Project Manager for the Project.

Brookfield Eastmark and Brookfield are wholly owned by Brookfield Residential Arizona, LLC ("BRA"), a community development firm with investment/ownership interests in five communities in Arizona, including Eastmark. In addition to Eastmark, BRA is the Owner and Developer of San Tan Ridge, a 160-acre community in Pinal County, AZ. BRA is a co-venture partner in the communities of Vista Verde (850 acres/1250 units in Maricopa county, AZ) and Harvest QC (415 acres/1200 units in Queen Creek, AZ). BRA's financial statements reflect a net worth of \$52 million as of December 31, 2017 reflecting investments in Eastmark, San Tan Ridge, Vista Verde, and Harvest Queen Creek.

In addition to Eastmark, DMB led the original planning and development of Verrado, an 8800-acre master planned community in Buckeye, AZ.

A current unaudited financial statement of Applicant is attached as Appendix 7.

2.1h *A disclosure form explaining the expected and possible tax, assessment and other financial burdens of the CFD to prospective owners of property within the boundaries of the CFD. Upon each sale of property in the CFD, the developer/landowner shall file with the City a receipt, signed by the purchaser, that acknowledges the purchaser's receipt of the disclosure form. Developers/landowners are required to describe in their promotional material the financial and other relative impacts on the development being included in a CFD. Copies of the disclosure form must be placed on file with the District Clerk. The applicant/developer shall present a plan, including, as applicable, proposed language in the homeowners' association covenants, conditions and restrictions pertaining to the development, whereby all future prospective owners of taxable property within the boundaries of the CFD shall receive disclosure of the CFD and the expected and possible tax, assessment and other financial burdens of the CFD.*

Arizona Revised Statutes require that the existence and fiscal implications of any community facilities district overlapping a residence be disclosed as part of the formal real estate report related to the sale thereto. In addition to this minimum requirement, the Applicant proposes a more comprehensive program of homebuyer disclosure.

First, all sales contracts with homebuilders will include a provision that states that the homebuilder agrees to comply with the disclosure requirements of State law referenced above, plus the following additional requirements.

Second, all general marketing materials related to the development of the Project will reference the District.

Third, each homebuyer will receive a form detailing the existence of the District, the tax rate and its financial impact.

Fourth, receipt of this form (a draft of which is included in Appendix 5) will be acknowledged in writing by the homebuyer, and a signed copy kept on file with the City Clerk. Further, as a matter of practice no less than annually, the homeowner's association will be briefed on the District, its finances and activities.

Finally, one of the reasons the Applicant favors creation of the District and levy of the tax prior to home sales is that all homebuyers will typically receive an indication of the monthly requirement for payment of property taxes (including the District portion) when applying for a mortgage. This provides another opportunity for the homebuyer to learn about the District and its financial implications.

2.1i *An operating plan for the CFD, i.e., what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided. The Completed Application will include how the CFD will comply with the website provisions in Section 48-727 of the Act, including how the applicant will provide for payment of costs related to establishing and maintaining the CFD's website or an allocable portion of the City's website for multiple CFDs.*

The Public Infrastructure financed by the District will be dedicated, accepted, operated, and maintained pursuant to the CFD Development Agreement (as described in Section 2.1j herein), the PADA, the Community Plan, and such additional agreements as may be executed by the City, the District, and the Applicant. At the time of formation of the District and election to authorize the general obligation bonds, the Applicant requests the District Board to call an election to authorize a not to exceed tax rate of \$0.30 for operation and maintenance expenses of the District. Please also refer to Appendix 4: Plan of Finance – Table 4 for projected revenues generated by a \$0.30 tax rate for administrative, operation and maintenance expenses of the District.

2.1j *A description of how the proposed CFD meets the existing development objectives of the City, including the degree to which the CFD is consistent with the goals of the City's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the City's General Plan Map for the area.*

The City of Mesa approved an amendment to the City of Mesa General Plan on September 22, 2008 designating the property as Mixed Use Community. Subsequent to that action, the City approved a Pre-Annexation and Development Agreement recorded as Document No. 2008-0974930 in the Official Records of the Maricopa County Recorder's Office and a Community Master Plan for the Project on November 3, 2008. The Pre-Annexation and Development Agreement contemplates the consideration by the City of District Formation for a CFD. The approved Community Master Plan entitlements for the Project are consistent with the City of Mesa General Plan and comply the Mixed Use Community category which requires the approval of a Community Master Plan. The Project and the use of the proposed District will promote orderly development consistent with growth management policies and zoning requirements by constructing infrastructure in phases in an area identified in the General Plan for growth. Furthermore, pursuant to A.R.S. § 48-702(D)(3), included with the Applicant's petition related to the formation of the

District, and attached hereto as Appendix 11, is a General Plan for the Public Infrastructure to be constructed within the District.

2.1k *As applicable, a description of (i) regional public amenities and (ii) the unique and high quality nature of the development, including design standards, architectural design, landscaping and building materials.*

At the center of Eastmark is a planned 90 acre regional park of which 40 acres are complete or under construction including trails, lake and stream system, event pavilion, splash pad, ramadas, ball fields, volleyball courts, urban play structure, and a 18 hole frisbee golf course. The community has strict design review standards which include only the highest and best construction and landscaping materials with a fresh and contemporary architectural theme.

2.2a *Provide the names, addresses, telephone numbers, email addresses, backgrounds and qualifications, and other relevant information of the two additional board members to be designated by the applicant.*

The names, addresses, telephone numbers, backgrounds and qualifications, and other relevant information for the two additional board members to be designated by the Developer are attached as Appendix 8.

2.2b *State the process for the designation of the two additional board members (i) during development upon the resignation of any additional board member and (ii) on completion of development (as described in the Act) of all property within the boundaries of the CFD. Designation procedures for residents or non-applicant property owners (i.e. end users) within the CFD upon completion of development should be considered by the applicant.*

Pursuant to the Act, on the expiration of the term of an additional appointed board member, or if a vacancy occurs because of death, resignation, or inability of either of the additional appointed members to discharge the duties of a board member, the City will appoint a person designated by the Developer to fill the position. Upon completion of development of the Project, as certified by the Developer or its successor, the City will appoint a person designated by the homeowners' association for the Project to fill the position.

2.2c *Provide documentation evidencing such additional board members' obligation to comply with Section 38-511, Arizona Revised Statutes, and containing unqualified "hold harmless" guarantees for the City, the CFD and their respective officials, officers, directors, employees and agents.*

Each such member will be provided with the League of Arizona Cities & Towns publication entitled "You As A Public Official," which describes each member's obligation to comply with Title 38, Chapter 3, Articles 3.1 and 8, ARS, and also will attend the training session provided by the City for its appointed board and commission members. Each such member will sign an annual statement of understanding and agreement to comply with Title 38, Chapter 3, Articles 3.1 and 8, ARS.

In addition, each additional board member will sign an unqualified "hold harmless" guarantee for the City, the CFD and the officers, agents and employees thereof in the form provided by the City.

2.3 *The Completed Application shall include a petition in favor of creation of the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel. The petition must be signed by the owners of at least 25% of the land area proposed to be included in the CFD.*

A petition in favor of creation of the CFD is attached as Appendix 9. The petition includes a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel. The petition is signed by all of the owners of and those having an interest in the land area proposed to be included in the CFD.

- 2.4 A District Development, Financing Participation, Waiver and Intergovernmental Agreement, or similar agreement, between the City and the applicant in substantially final form, including all terms and provisions to be approved by the City if formation of a CFD is approved. The agreement must include matters required by Section 48-708(D) of the Act and must have been fully negotiated by the applicant and City staff.*

The Development, Financing Participation, Waiver and Intergovernmental Agreement for Eastmark Community Facilities District No. 2 (City of Mesa, Arizona) among the City, the District and Applicant (the “CFD Agreement”), in substantially final form, is attached as Appendix 10. The Owners will consent to the recordation of the CFD Agreement on the Property.

- 2.5 The applicant is responsible for procuring, and paying the cost of insurance to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the City's risk manager or other appropriate officer. The Completed Application will provide an explanation of how such insurance coverage shall be procured and paid for by the applicant and how assurances will be provided that the premiums and deductibles will be paid in the future. Insurance must include a "per occurrence coverage" including a "securities" rider if bonds are anticipated to be sold.*

The Developer and the City are currently working with an insurance broker to procure insurance coverage for the District Board members. If such insurance coverage does not initially include a securities rider, then the District Board will not issue any CFD Bonds prior to obtaining such a securities rider. The cost of insurance will be a District Expense as provided in the CFD Agreement.

- 2.6 The Completed Application must indicate how indemnification outlined in the District Development, Financing Participation, Waiver and Intergovernmental Agreement, or similar agreement, will be provided for the City and the CFD and their respective agents, officers and employees for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees and expenses, incurred in any challenge or proceeding relating to the formation, operation and administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD, by the entity providing indemnification (including financial statements and other supporting information for such entity, appropriate collateral arrangements, and other appropriate provisions and considerations).*

The CFD Agreement requires that the Developer, with certain exceptions, indemnify the City and the District, and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, incurred in any challenge or proceeding to the formation, operation, administration of the District, the offer and sale of CFD bonds, and the levying by the District of any tax, assessment, or charge. Applicant agrees to be jointly and severally liable for the indemnification obligation. As previously stated, Applicant’s unaudited financial statement for the year ending December 31, 2017 are attached as Appendix 7.

APPENDIX 1

LEGAL DESCRIPTION OF DISTRICT PROPERTY

PARCEL NO. 1:

THAT PORTION OF SECTIONS 14 AND 15, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MARICOPA DEPARTMENT OF TRANSPORTATION (MCDOT) BRASS CAP IN HAND- HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 15, FROM WHENCE A 3" MCDOT BRASS CAP IN HAND-HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 15 BEARS NORTH 00 DEGREES 35 MINUTES 07 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2,623.19 FEET;

THENCE DEPARTING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, NORTH 89 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET, TO THE EAST RIGHT-OF-WAY OF S. ELLSWORTH ROAD AS RECORDED IN DOCKET 1606, PAGE 249, MARICOPA COUNTY RECORDS (MCR), ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY OF S. ELLSWORTH ROAD, NORTH 89 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 674.33 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,900.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 686.85 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 26 SECONDS, SAID CURVE HAVING A CHORD OF NORTH 84 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 685.96 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 1,284.60 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS POINT BEARING NORTH 79 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 3,900.00 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 222.35 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 16 MINUTES 00 SECONDS, SAID CURVE HAVING A CHORD OF SOUTH 12 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 222.32 FEET, TO A POINT OF NON- TANGENCY;

THENCE NORTH 76 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 40.50 FEET, TO THE NORTHWEST CORNER OF TRACT "N" OF THE FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH PARCELS 6-16 AND 6-18 TO 6-23, RECORDED AS BOOK 1379, PAGE 8 MCR;

THENCE ALONG THE NORTH LINE OF SAID TRACT "N", SOUTH 89 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 2,499.29 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "N";

THENCE DEPARTING SAID NORTH LINE OF TRACT "N", NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST, A DISTANCE OF 17.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, SOUTH 00 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 134.31 FEET, TO A 2.5" GLO BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 15;

THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15 AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 00 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 16.01 FEET, TO THE INTERSECTION OF THE CENTERLINE OF S. EVERTON TERRACE AND THE NORTH LINE OF SAID S. EVERTON TERRACE, AS SHOWN ON THE FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 6 - INFRASTRUCTURE FOR PARCELS 4-6 AND 9-23, RECORDED AS BOOK 1343, PAGE 15, MCR;

THENCE ALONG SAID CENTERLINE OF S. EVERTON TERRACE, SOUTH 00 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 512.59 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,500 FEET.

TOGETHER WITH THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 50, 51, 52, 55, 69, 70, 71, 98, 99, 100, 144 AND 145, FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH, PARCELS 6-4 TO 6-6, 6-9 AND 6-17, RECORDED IN BOOK 1360 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.

AND TOGETHER WITH THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 70, 75, 96, 111, 112, 113, 121, 122, 128, 129, 199, 240, 241, 273, 292, 332, 333, 345, 389, 390 AND 391, FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH PARCELS 6-16 AND 6-18 TO 6-23, RECORDED IN BOOK 1379 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 33, 34, 35, 48, 49, 68, 69, 76, 77, 109, 110, 126, 127, 274, 334, 344 AND 404, FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH PARCELS 6-16 AND 6-18 TO 6-23, RECORDED IN BOOK 1379 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA;

AND EXCEPT THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 23, 24, 25, 47, 48, 49, 72, 73, 74, 94, 95, 96 AND 97, FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH, PARCELS 6-4 TO 6-6, 6-9 AND 6-17, RECORDED IN BOOK 1360 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MCDOT BRASS CAP IN HAND HOLE, FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 22, FROM WHENCE A 2" MARICOPA COUNTY ALUMINUM CAP, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, BEARS SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, (BASIS OF BEARINGS) A DISTANCE OF 2647.07 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1136.20 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 22, NORTH 00 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 192.00 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD AS SHOWN ON THE MAP OF DEDICATION EASTMARK PHASE 1, RECORDED AS BOOK 1117, PAGE 47, MARICOPA COUNTY RECORDS (MCR), AND A LINE 192.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 22, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE E. RAY ROAD AND SAID PARALLEL LINE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS WEST, A DISTANCE OF 502.06 FEET;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD, NORTH 00 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.00 FEET, TO A LINE 202.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD AND ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS WEST, A DISTANCE OF 556.33 FEET;

THENCE TRANSITIONING FROM SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD, TO THE EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AS SHOWN ON SAID MAP OF DEDICATION, NORTH 44 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 21.33 FEET, AND TO A LINE 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 22;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 103.79 FEET;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, NORTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 10.00 FEET, TO A LINE 75.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 309.95 FEET;

THENCE DEPARTING SAID PARALLEL LINE AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, NORTH 44 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 21.21 FEET, TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 67.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, SOUTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD NORTH 45 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 21.21 FEET, TO A LINE 65.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 590.40 FEET, TO THE SOUTHERLY LINE OF EASTMARK COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, RECORDED AS INSTRUMENT NUMBER 2012-0294413, MCR;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND DEPARTING SAID PARALLEL LINE, AND ALONG SAID SOUTH LINE OF CFD NO. 1, NORTH 89 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 336.03 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS DISTANCE OF 945.00 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, NORTHEASTERLY, A DISTANCE OF 394.48 FEET, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 23 DEGREES 55 MINUTES 04 SECONDS, SAID CURVE HAVING A CHORD OF NORTH 77 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 391.63 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, NORTH 65 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 24.54 FEET;

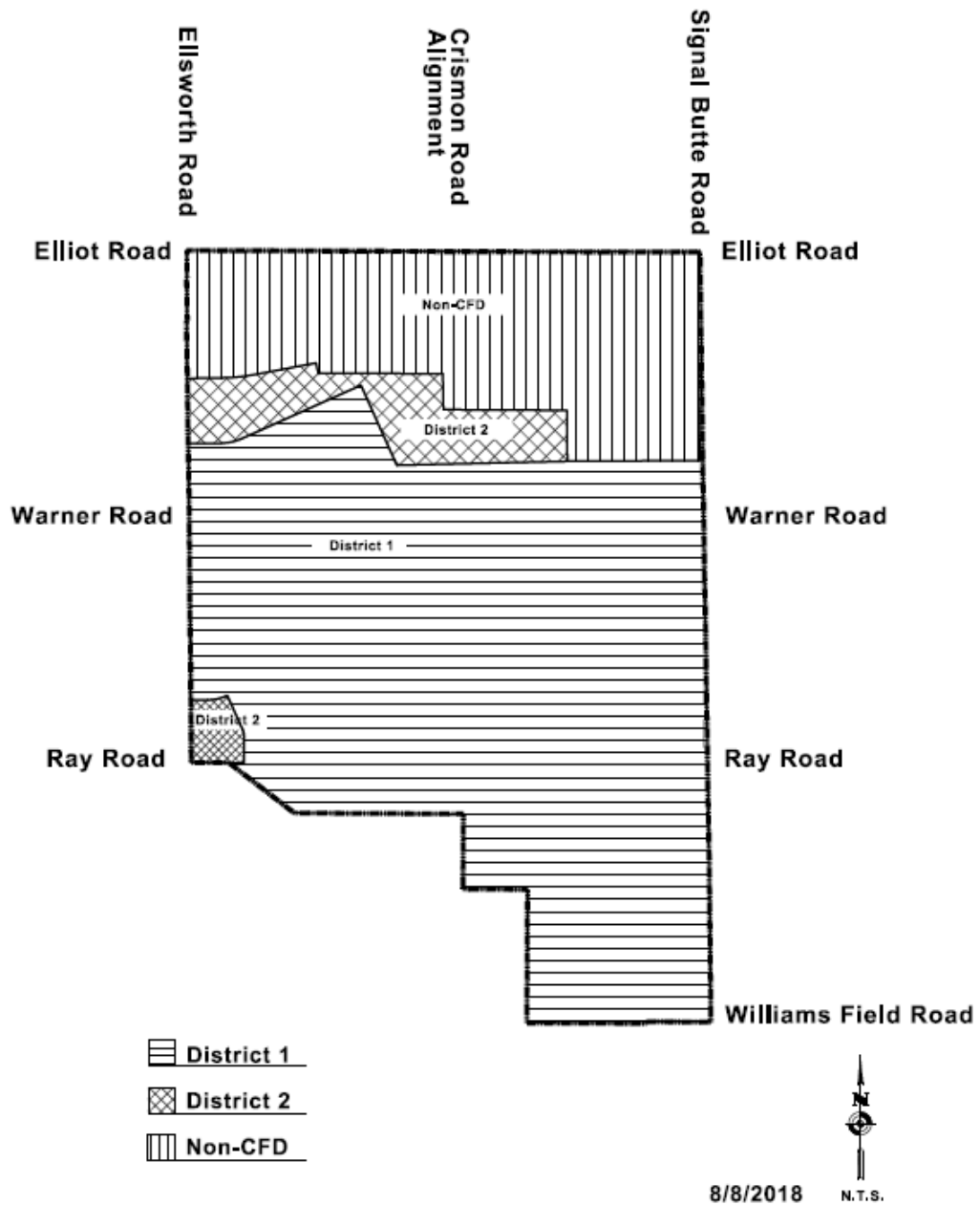
THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTH 24 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 749.04 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS DISTANCE OF 382.45 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTHERLY, A DISTANCE OF 163.52, ALONG SAID CURVE TO THE RIGHT, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 24 DEGREES 29 MINUTES 51 SECONDS, SAID CURVE HAVING A CHORD OF SOUTH 11 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 162.28 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST, A DISTANCE OF 385.03 FEET, TO THE TRUE POINT OF BEGINNING

APPENDIX 2

DISTRICT MAP



Community Facilities Districts 1 and 2

APPENDIX 3

TITLE REPORT

SPECIAL REPORT

SCHEDULE A

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

City of Mesa, an Arizona municipal corporation

3. The Title to the Fee Simple estate in the land described herein is at this date hereof vested in:

DMB Mesa Proving Grounds LLC, a Delaware limited liability company and Shea Homes Limited Partnership, a California limited partnership and Jen Arizona 31, an Arizona limited liability company and Woodside Home Sales AZ, LLC, a Delaware limited liability company

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:
SEE EXHIBIT "A" ATTACHED HEREIN

Search made to August 29, 2018 at 7:30 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Daniel Figueroa/smr (602)567-8100

EXHIBIT "A"

PARCEL NO. 1:

EASTMARK CFD NO. 2

THAT PORTION OF SECTIONS 14 AND 15, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MARICOPA DEPARTMENT OF TRANSPORTATION (MCDOT) BRASS CAP IN HAND-HOLE FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 15, FROM WHENCE A 3" MCDOT BRASS CAP IN HAND-HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 15 BEARS NORTH 00 DEGREES 35 MINUTES 07 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2,623.19 FEET;

THENCE DEPARTING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, NORTH 89 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.00 FEET, TO THE EAST RIGHT-OF-WAY OF S. ELLSWORTH ROAD AS RECORDED IN DOCKET 1606, PAGE 249, MARICOPA COUNTY RECORDS (MCR), ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY OF S. ELLSWORTH ROAD, NORTH 89 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 674.33 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,900.00 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 686.85 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 26 SECONDS, SAID CURVE HAVING A CHORD OF NORTH 84 DEGREES 22 MINUTES 10 SECONDS EAST, A DISTANCE OF 685.96 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 1,284.60 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS POINT BEARING NORTH 79 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 3,900.00 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 222.35 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 16 MINUTES 00 SECONDS, SAID CURVE HAVING A CHORD OF SOUTH 12 DEGREES 18 MINUTES 33 SECONDS EAST, A DISTANCE OF 222.32 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 76 DEGREES 03 MINUTES 27 SECONDS EAST, A DISTANCE OF 40.50 FEET, TO THE NORTHWEST CORNER OF TRACT "N" OF THE FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 5/6 SOUTH PARCELS 6-16 AND 6-18 TO 6-23, RECORDED AS BOOK 1379, PAGE 8 MCR;

THENCE ALONG THE NORTH LINE OF SAID TRACT "N", SOUTH 89 DEGREES 45 MINUTES 48 SECONDS EAST, A DISTANCE OF 2,499.29 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "N";

THENCE DEPARTING SAID NORTH LINE OF TRACT "N", NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST, A DISTANCE OF 17.50 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, SOUTH 00 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 134.31 FEET, TO A 2.5" GLO BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 15;

THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15 AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, SOUTH 00 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 16.01 FEET, TO THE INTERSECTION OF THE CENTERLINE OF S. EVERTON TERRACE AND THE NORTH LINE OF SAID S. EVERTON TERRACE, AS SHOWN ON THE FINAL PLAT FOR EASTMARK DEVELOPMENT UNIT 6 - INFRASTRUCTURE FOR PARCELS 4-6 AND 9-23,

RECORDED AS BOOK 1343, PAGE 15, MCR;

THENCE ALONG SAID CENTERLINE OF S. EVERTON TERRACE, SOUTH 00 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 512.59 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,500 FEET;

PARCEL NO. 2:

CFD#2, PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MCDOT BRASS CAP IN HAND HOLE, FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 22, FROM WHENCE A 2" MARICOPA COUNTY ALUMINUM CAP, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, BEARS SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, (BASIS OF BEARINGS) A DISTANCE OF 2647.07 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 1136.20 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 22, NORTH 00 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 192.00 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD AS SHOWN ON THE MAP OF DEDICATION EASTMARK PHASE 1, RECORDED AS BOOK 1117, PAGE 47, MARICOPA COUNTY RECORDS (MCR), AND A LINE 192.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 22, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE E. RAY ROAD AND SAID PARALLEL LINE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS WEST, A DISTANCE OF 502.06 FEET;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD, NORTH 00 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.00 FEET, TO A LINE 202.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD AND ALONG SAID PARALLEL LINE, NORTH 89 DEGREES 38 MINUTES 34 SECONDS WEST, A DISTANCE OF 556.33 FEET;

THENCE TRANSITIONING FROM SAID NORTH RIGHT-OF-WAY LINE OF E. RAY ROAD, TO THE EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AS SHOWN ON SAID MAP OF DEDICATION, NORTH 44 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 21.33 FEET, AND TO A LINE 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 22;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 103.79 FEET;

THENCE DEPARTING SAID PARALLEL LINE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, NORTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 10.00 FEET, TO A LINE 75.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 309.95 FEET;

THENCE DEPARTING SAID PARALLEL LINE AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, NORTH 44 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 21.21 FEET, TO A LINE 90.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD AND SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 67.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, AND CONTINUING ALONG SAID EAST RIGHT-OF WAY LINE OF S. ELLSWORTH ROAD, SOUTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD NORTH 45 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 21.21 FEET, TO A LINE 65.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 22;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 590.40 FEET, TO THE SOUTHERLY LINE OF EASTMARK COMMUNITY FACILITIES DISTRICT (CFD) NO. 1, RECORDED AS INSTRUMENT NUMBER 2012-0294413, MCR;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF S. ELLSWORTH ROAD, AND DEPARTING SAID PARALLEL LINE, AND ALONG SAID SOUTH LINE OF CFD NO. 1, NORTH 89 DEGREES 43 MINUTES 59 SECONDS EAST, A DISTANCE OF 336.03 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS DISTANCE OF 945.00 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, NORTHEASTERLY, A DISTANCE OF 394.48 FEET, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 23 DEGREES 55 MINUTES 04 SECONDS, SAID CURVE HAVING A CHORD OF NORTH 77 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 391.63 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, NORTH 65 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 24.54 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTH 24 DEGREES 08 MINUTES 09 SECONDS EAST, A DISTANCE OF 749.04 FEET, TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS DISTANCE OF 382.45 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTHERLY, A DISTANCE OF 163.52, ALONG SAID CURVE TO THE RIGHT, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 24 DEGREES 29 MINUTES 51 SECONDS, SAID CURVE HAVING A CHORD OF SOUTH 11 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 162.28 FEET, TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF CFD NO. 1, SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST, A DISTANCE OF 385.03 FEET, TO THE TRUE POINT OF BEGINNING.

SCHEDULE B**PART ONE:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

EXCEPTIONS:

1. Any charge upon said land by reason of its inclusion in Eastmark Community Alliance. (All assessments due and payable are paid.)
2. Any charge upon said land by reason of its inclusion in Mesa Project Community Alliance, Inc. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in Eastmark CFD No. 1.
4. Any charge upon said land by reason of its inclusion in Eastmark Residential Association, Inc.
5. Declaration of Covenants, Conditions and Restrictions recorded in 2006-1695605 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. The terms and provisions contained in the document entitled "Pre-annexation and Development Agreement" recorded November 13, 2008 as 2008-974930 of Official Records. (All assessments due and payable are paid.)

First Amendment recorded May 31, 2011 as 2011-456474, Partial Assignment and Assumption of Rights and Obligations under Pre-Annexation and Development Agreement and Community Plan recorded July 15, 2011 as 2011-587862, and Partial Assignment recorded November 20, 2012 in 2012-1054163, Second Amendment recorded November 21, 2013 in 2013-1005620, all of Official Records.

Third Amendment recorded as 2016-940133 of Official Records.

Partial Assignment and Allocation recorded as 2018-103112 of Official Records.

7. An easement for power distribution and incidental purposes in the document recorded as 2010-397650 of Official Records.
8. All matters as set forth in City of Mesa Aircraft Operation, Sound and Avigation Easement and Release of Phoenix-Mesa Gateway Airport, recorded April 27, 2011 as 2011-0357115 of Official Records and re-recorded May 23, 2011 as 2011-0432679 of Official Records.
9. Declaration of Covenants, Conditions and Restrictions recorded July 15, 2011 as 2011-0587863 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Amendment recorded as 2017-553634 of Official Records.

10. The terms and provisions contained in the document entitled "Notice of Formation of Eastmark Community Facilities District No. 1 (City of Mesa, Arizona)" recorded April 9, 2012 as 2012-294413 of Official Records.

Thereafter, General Plan for the Proposed Eastmark Community Facilities District No. 1 (Mesa, Arizona) recorded April 09, 2012 as 2012-0294414 of Official Records.

11. The terms and provisions contained in the document entitled "Development, Financing Participation, Waiver and Intergovernmental Agreement" recorded May 11, 2012 as 2012-0401237 of Official Records.

and First Amendment recorded October 28, 2015 in 2015-774986 of Official Records.

12. The terms and provisions contained in the document entitled "Declaration of Use Restrictions" recorded November 20, 2012 as 2012-1054164 of Official Records; First Amendment recorded January 23, 2014 as 2014-0048001 of Official Records and Assignment of Rights Under Declaration of Use Restrictions recorded May 14, 2014 as 2014-0315279 of Official Records.

13. Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 2013-0122018 of Official Records and re-recorded as 2013-0217662 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Declaration of Withdrawal recorded November 4, 2013 in 2013-962084 of Official Records.

Supplemental Community Declaration for Eastmark Parcel 7.52 recorded March 30, 2016 in 2016-206405 and in 2018-255821 and in 2018-547732 of Official Records.

14. Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 2013-0122019 of Official Records and re-recorded as 2013-0391883 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Thereafter Supplemental Residential Declaration For Eastmark Development 5/6 South Parcels 6-16 and 6-18 to 6-23 recorded July 19, 2018 as 2018-0547732 of Official Records.

15. Amended and Restated Community Recreation Covenants For Eastmark Residential Community, recorded in 2013-0122020 of Official Records, but deleting any covenant, condition or restriction Indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Thereafter Supplemental Residential Declaration For Eastmark Development 5/6 South Parcels 6-16 and 6-18 to 6-23 recorded July 19, 2018 as 2018-0547732 of Official Records.

16. An easement for electrical facilities and incidental purposes in the document recorded as 2012-993674 of Official Records.

17. A Deed of Trust to secure an original indebtedness of \$75,000,000.00, and any other amounts or obligations secured thereby, recorded December 09, 2016 as Instrument No. 2016-0910174 of Official Records.

Dated: December 08, 2016

Trustor: DMB Mesa Proving Grounds LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company, a Nebraska corporation

Beneficiary: Wells Fargo Bank, National Association

A document entitled "Collateral Assignment of Development Agreements" recorded December 09, 2016 as 2016-0910570 of Official Records.

Partial Releases recorded as 2018-283913, as 2018-569210 and as 2018-635487 of Official Records.

18. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Map of Dedication Eastmark - Phase 1, as recorded in Book 1117 of Maps, Page(s) 47, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Development Unit 6 South Parcels 6-10 to 6-15, as recorded in Plat Book 1343, Page(s) 14, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
20. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Development Unit 6 - Infrastructure for Parcels 4-6 and 9-23, as recorded in Plat Book 1343, Page(s) 15, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
21. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Commercial, as recorded in Plat Book 1357, Page(s) 35, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
22. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Project Orange, as recorded in Plat Book 1358, Page(s) 19, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
23. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Mount Elbert Data Center, as recorded in Plat Book 1358, Page(s) 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

24. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Development Unit 5/6 South Parcels 6-4 to 6-6, 6-9 and 6-17, as recorded in Plat Book 1360, Page(s) 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
 25. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Development Unit 5/6 South, Parcels 6-16 and 6-18 to 6-23, as recorded in Plat Book 1379 of Maps, Page(s) 8, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
 26. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Eastmark Development Unit 6 - Infrastructure for Commercial Parcels, as recorded in Plat Book 1376, Page(s) 19, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
 27. The terms and provisions contained in the document entitled "Shared Driveway Easement Agreement" recorded December 22, 2017 as 2017-951153 of Official Records.
 28. The terms and provisions contained in the document entitled "Declaration of Intent to Form a Future Assessment District and Proposed Special Assessment" recorded April 5, 2018 as 2018-255820 and as 2018-547731 of Official Records.
 29. The terms and provisions contained in the document entitled "Declaration of Covenants" recorded April 5, 2018 as 2018-255822 of Official Records.
 30. A Deed of Trust to secure an original indebtedness of \$12,942,250.00, and any other amounts or obligations secured thereby, recorded April 5, 2018 as Instrument No. 2018-255824 of Official Records.
- Dated: April 5, 2018
- Trustor: Jen Arizona 31 LLC, an Arizona limited liability company
- Trustee: First American Title Insurance Company
- Beneficiary: DMB Mesa Proving Grounds LLC, a Delaware limited liability company
31. The terms and provisions contained in the document entitled "Declaration of Covents, and Notice of Right of First Refusal" recorded April 5, 2018 as 2018-255825 of Official Records.
 32. An easement for temporary construction and incidental purposes in the document recorded as 2018-255826 of Official Records.
 33. The terms and provisions contained in the document entitled "_____" recorded _____ as _____ of Official Records.
 34. Memorandum of Option Agreement between Jen Arizona 31 LLC, an Arizona limited liability company, and Ashton Woods Arizona L.L.C., a Nevada limited liability company, recorded April 5, 2018 as 2018-255827 of Official Records.
 35. An easement for power distribution and incidental purposes in the document recorded as 2018-273257, re-recorded as 2018-479452 of Official Records.

36. The terms and provisions contained in the document entitled "Development Agreement" recorded April 24, 2018 as 2018-0308561 of Official Records.
37. The terms and provisions contained in the document entitled "Declaration of Covenants" recorded July 19, 2018 as 2018-547733 of Official Records.
38. The terms and provisions contained in the document entitled "Declaration of Builder Covenants and Notice of Right of First Refusal" recorded July 19, 2018 as 2018-547736 of Official Records.
39. A Deed of Trust to secure an original indebtedness of \$2,194,800.00, and any other amounts or obligations secured thereby, recorded July 19, 2018 as Instrument No. 2018-547735 of Official Records.

Dated: July 19, 2018

Trustor: Shea Homes Limited Partnership, a California limited partnership

Trustee: First American Title Insurance Company

Beneficiary: DMB Mesa Proving Grounds LLC, a Delaware limited liability company

40. An easement for temporary construction and incidental purposes in the document recorded as 2018-547737 of Official Records.
41. A Deed of Trust to secure an original indebtedness of \$1,473,450.00, and any other amounts or obligations secured thereby, recorded August 15, 2018 as Instrument No. 2018-618720 of Official Records.

Dated: August 15, 2018

Trustor: _____

Trustee: First American Title Insurance Company

Beneficiary: DMB Mesa Proving Grounds LLC, a Delaware limited liability company

42. The terms and provisions contained in the document entitled "Declaration of Builder Covenants and Notice of Right of First Refusal" recorded August 15, 2018 as 2018-618721 of Official Records.
43. An easement for temporary construction and incidental purposes in the document recorded as 2018-618722 of Official Records.
44. The terms and provisions contained in the document entitled "Eastmark Community Facilities District No. 1" recorded August 22, 2018 as 2018-634592 of Official Records.
45. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
46. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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APPENDIX 4

SCHEDULES – PLAN OF FINANCE

TABLE 1
Eastmark Community Facilities District No. 2
(City of Mesa, Arizona)

RESIDENTIAL PROPERTY ABSORPTIONS

		Residential Homes					
		Fiscal Year	Home Closings (a)	Cumulative Homes	Annual Home Price Inflation	Average Home Price	Absorption Net Assessed Limited Property Value
Residential Home Assumptions		2018/19	100	100		\$350,000	
Starting Median Home Price:	\$350,000	2019/20	250	350		350,000	
On the Rolls at:	67%	2020/21	250	600	3.00%	360,500	\$2,345,000
Assessment Ratio:	10%	2021/22	250	850	3.00%	371,315	5,862,500
		2022/23	150	1,000	3.00%	382,454	6,038,375
		2023/24					6,219,526
		2024/25					3,843,667
General Assumptions							
Delinquency Rate:	5.00%						
Debt Tax Rate:	\$3.85						
New Home Growth:	3.00%						

- (a) Home absorptions are based on estimates provided by the Developer. The related values of the absorptions are included in the tax rolls in the fiscal year two years after the home closing. Homes closings are being added on the rolls at 67% of the estimated average home price. Increase in home prices reflect increase from the starting average home price of \$350,000 at a 3.00% rate of inflation.

TABLE 2
Eastmark Community Facilities District No. 2
(City of Mesa, Arizona)

ESTIMATED PHASED GENERAL OBLIGATION BONDING PROGRAM

	\$210,000 General Obligation Bonds Series 2019 10/15/2019		\$1,150,000 General Obligation Bonds Series 2020 7/15/2020		\$3,245,000 General Obligation Bonds Series 2021 7/15/2021		\$3,530,000 General Obligation Bonds Series 2022 7/15/2022		\$3,820,000 General Obligation Bonds Series 2023 7/15/2023		\$3,500,000 General Obligation Bonds Series 2024 7/15/2024		\$6,970,000 General Obligation Bonds Series 2029 7/15/2029		Total Combined Estimated Debt Service
Maturity	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
15-Jul															\$
2019															-
2020	5,000	10,500													15,500
2021	5,000	10,250	35,000	57,500											107,750
2022	5,000	10,000	25,000	55,750	80,000	162,250									338,000
2023	5,000	9,750	30,000	54,500	70,000	158,250	80,000	176,500							584,000
2024	5,000	9,500	30,000	53,000	75,000	154,750	75,000	172,500	90,000	191,000					855,750
2025	5,000	9,250	30,000	51,500	80,000	151,000	80,000	168,750	85,000	186,500	25,000	175,000			1,047,000
2026	5,000	9,000	35,000	50,000	80,000	147,000	85,000	164,750	90,000	182,250	75,000	173,750			1,096,750
2027	5,000	8,750	35,000	48,250	85,000	143,000	90,000	160,500	95,000	177,750	135,000	170,000			1,153,250
2028	5,000	8,500	35,000	46,500	95,000	138,750	95,000	156,000	100,000	173,000	200,000	163,250			1,216,000
2029	5,000	8,250	40,000	44,750	95,000	134,000	95,000	151,250	100,000	168,000	270,000	153,250			1,264,500
2030	10,000	8,000	35,000	42,750	100,000	129,250	105,000	146,500	105,000	163,000		139,750		348,500	1,332,750
2031	10,000	7,500	40,000	41,000	105,000	124,250	105,000	141,250	110,000	157,750		139,750	65,000	348,500	1,395,000
2032	10,000	7,000	40,000	39,000	110,000	119,000	115,000	136,000	120,000	152,250		139,750	140,000	345,250	1,473,250
2033	10,000	6,500	45,000	37,000	115,000	113,500	120,000	130,250	125,000	146,250	110,000	139,750	110,000	338,250	1,546,500
2034	10,000	6,000	45,000	34,750	125,000	107,750	130,000	124,250	130,000	140,000	115,000	134,250	110,000	332,750	1,544,750
2035	10,000	5,500	50,000	32,500	130,000	101,500	135,000	117,750	135,000	133,500	120,000	128,500	120,000	327,250	1,546,500
2036	10,000	5,000	55,000	30,000	130,000	95,000	140,000	111,000	145,000	126,750	125,000	122,500	125,000	321,250	1,541,500
2037	10,000	4,500	55,000	27,250	140,000	88,500	145,000	104,000	150,000	119,500	130,000	116,250	130,000	315,000	1,535,000
2038	10,000	4,000	60,000	24,500	145,000	81,500	155,000	96,750	160,000	112,000	140,000	109,750	135,000	308,500	1,542,000
2039	10,000	3,500	65,000	21,500	155,000	74,250	160,000	89,000	165,000	104,000	145,000	102,750	145,000	301,750	1,541,750
2040	15,000	3,000	60,000	18,250	165,000	66,500	170,000	81,000	170,000	95,750	150,000	95,500	160,000	294,500	1,544,500
2041	15,000	2,250	65,000	15,250	170,000	58,250	175,000	72,500	180,000	87,250	160,000	88,000	160,000	286,500	1,535,000
2042	15,000	1,500	70,000	12,000	180,000	49,750	190,000	63,750	190,000	78,250	165,000	80,000	175,000	278,500	1,548,750
2043	15,000	750	75,000	8,500	185,000	40,750	195,000	54,250	200,000	68,750	175,000	71,750	180,000	269,750	1,539,500
2044			95,000	4,750	180,000	31,500	205,000	44,500	210,000	58,750	185,000	63,000	190,000	260,750	1,528,250
2045					210,000	22,500	215,000	34,250	225,000	48,250	195,000	53,750	280,000	251,250	1,535,000
2046					240,000	12,000	230,000	23,500	235,000	37,000	205,000	44,000	280,000	237,250	1,543,750
2047							240,000	12,000	245,000	25,250	215,000	33,750	550,000	223,250	1,544,250
2048									260,000	13,000	225,000	23,000	575,000	195,750	1,291,750
2049											235,000	11,750	605,000	167,000	1,018,750
2050													635,000	136,750	771,750
2051													665,000	105,000	770,000
2052													700,000	71,750	771,750
2053													735,000	36,750	771,750
	<u>\$210,000</u>		<u>\$1,150,000</u>		<u>\$3,245,000</u>		<u>\$3,530,000</u>		<u>\$3,820,000</u>		<u>\$3,500,000</u>		<u>\$6,970,000</u>		

(a) Interest is estimated at 5% for all series of bonds.

TABLE 3
Eastmark Community Facilities District No. 2
(City of Mesa, Arizona)

ESTIMATED DISTRICT ASSESSED VALUE AND REVENUE

Fiscal Year	Estimated Net Assessed Limited Property Value	Estimated O&M		
		Revenues	Estimated	Estimated Debt Tax Revenues (with 5% delinquency)
		Generated by a	Revenues	
		\$0.30/\$100 Tax Rate Revenues	Generated by \$3.85/\$100 Tax Rate	
2018/19	\$3,000	\$9	116	110
2019/20	500,000	1,425	19,250	18,288
2020/21	2,987,250	8,514	115,009	109,259
2021/22	9,292,238	26,483	357,751	339,864
2022/23	16,097,143	45,877	619,740	588,753
2023/24	23,432,503	66,783	902,151	857,044
2024/25	28,639,979	81,624	1,102,639	1,047,507
2025/26	30,071,977	85,705	1,157,771	1,099,883
2026/27	31,575,576	89,990	1,215,660	1,154,877
2027/28	33,154,355	94,490	1,276,443	1,212,621
2028/29	34,812,073	99,214	1,340,265	1,273,252
2029/30	36,552,677	104,175	1,407,278	1,336,914
2030/31	38,380,310	109,384	1,477,642	1,403,760
2031/32	40,299,326	114,853	1,551,524	1,473,948
2032/33	42,314,292	120,596	1,629,100	1,547,645
2033/34	42,314,292	120,596	1,629,100	1,547,645
2034/35	42,314,292	120,596	1,629,100	1,547,645
2035/36	42,314,292	120,596	1,629,100	1,547,645
2036/37	42,314,292	120,596	1,629,100	1,547,645
2037/38	42,314,292	120,596	1,629,100	1,547,645
2038/39	42,314,292	120,596	1,629,100	1,547,645
2039/40	42,314,292	120,596	1,629,100	1,547,645
2040/41	42,314,292	120,596	1,629,100	1,547,645
2041/42	42,314,292	120,596	1,629,100	1,547,645
2042/43	42,314,292	120,596	1,629,100	1,547,645
2043/44	42,314,292	120,596	1,629,100	1,547,645
2044/45	42,314,292	120,596	1,629,100	1,547,645
2045/46	42,314,292	120,596	1,629,100	1,547,645
2046/47	42,314,292	120,596	1,629,100	1,547,645
2047/48	42,314,292	120,596	1,629,100	1,547,645
2048/49	42,314,292	120,596	1,629,100	1,547,645
2049/50	42,314,292	120,596	1,629,100	1,547,645
2050/51	42,314,292	120,596	1,629,100	1,547,645
2051/52	42,314,292	120,596	1,629,100	1,547,645
2052/53	42,314,292	120,596	1,629,100	1,547,645

(a) Estimated Net Assessed Limited Property Value is computed based on home absorption date in Table 1 and assumes a growth factor of 5% through Fiscal Year 2032/33 and 0.00% thereafter.

TABLE 4
Eastmark Community Facilities District No. 2
(City of Mesa, Arizona)

ESTIMATED DISTRICT REVENUE, GENERAL OBLIGATION DEBT SERVICE AND PROJECTED TAX RATE

Maturity 15-Jul	Total Combined Estimated Debt Service	Estimated District Revenues @ \$3.85 Tax Rate & 95% Collection Rate	Debt Tax Rate
2019	\$ -	\$ -	\$0.0000
2020	15,500	18,288	3.2632
2021	107,750	109,259	3.7968
2022	338,000	339,864	3.8289
2023	584,000	588,753	3.8189
2024	855,750	857,044	3.8442
2025	1,047,000	1,047,507	3.8481
2026	1,096,750	1,099,883	3.8390
2027	1,153,250	1,154,877	3.8446
2028	1,216,000	1,212,621	3.8607
2029	1,264,500	1,273,252	3.8235
2030	1,332,750	1,336,914	3.8380
2031	1,395,000	1,403,760	3.8260
2032	1,473,250	1,473,948	3.8482
2033	1,546,500	1,547,645	3.8472
2034	1,544,750	1,547,645	3.8428
2035	1,546,500	1,547,645	3.8472
2036	1,541,500	1,547,645	3.8347
2037	1,535,000	1,547,645	3.8185
2038	1,542,000	1,547,645	3.8360
2039	1,541,750	1,547,645	3.8353
2040	1,544,500	1,547,645	3.8422
2041	1,535,000	1,547,645	3.8185
2042	1,548,750	1,547,645	3.8527
2043	1,539,500	1,547,645	3.8297
2044	1,528,250	1,547,645	3.8018
2045	1,535,000	1,547,645	3.8185
2046	1,543,750	1,547,645	3.8403
2047	1,544,250	1,547,645	3.8416
2048	1,291,750	1,547,645	3.2134
2049	1,018,750	1,547,645	2.5343
2050	771,750	1,547,645	1.9198
2051	770,000	1,547,645	1.9155
2052	771,750	1,547,645	1.9198
2053	771,750	1,547,645	1.9198

(a) Debt tax rate is based on a target of \$3.85 and an estimated 95% collection rate.

TABLE 5
Eastmark Community Facilities District No. 2
(City of Mesa, Arizona)

ESTIMATED PHASED SPECIAL ASSESSMENT REVENUE BONDING PROGRAM

Maturity	\$1,407,000 Special Assessment District "A" Special Assessment Revenue Bonds 1/18/2019 (a)			\$1,872,000 Special Assessment District "B" Special Assessment Revenue Bonds 7/1/2021		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service
7/1/2019	-	31,853	31,853			
7/1/2020	32,000	70,350	102,350			
7/1/2021	33,000	68,750	101,750			
7/1/2022	35,000	67,100	102,100	39,000	93,600	132,600
7/1/2023	37,000	65,350	102,350	41,000	91,650	132,650
7/1/2024	38,000	63,500	101,500	43,000	89,600	132,600
7/1/2025	40,000	61,600	101,600	45,000	87,450	132,450
7/1/2026	42,000	59,600	101,600	48,000	85,200	133,200
7/1/2027	44,000	57,500	101,500	50,000	82,800	132,800
7/1/2028	47,000	55,300	102,300	53,000	80,300	133,300
7/1/2029	49,000	52,950	101,950	55,000	77,650	132,650
7/1/2030	51,000	50,500	101,500	58,000	74,900	132,900
7/1/2031	54,000	47,950	101,950	61,000	72,000	133,000
7/1/2032	57,000	45,250	102,250	64,000	68,950	132,950
7/1/2033	60,000	42,400	102,400	67,000	65,750	132,750
7/1/2034	63,000	39,400	102,400	70,000	62,400	132,400
7/1/2035	66,000	36,250	102,250	74,000	58,900	132,900
7/1/2036	69,000	32,950	101,950	78,000	55,200	133,200
7/1/2037	72,000	29,500	101,500	82,000	51,300	133,300
7/1/2038	76,000	25,900	101,900	86,000	47,200	133,200
7/1/2039	80,000	22,100	102,100	90,000	42,900	132,900
7/1/2040	84,000	18,100	102,100	94,000	38,400	132,400
7/1/2041	88,000	13,900	101,900	99,000	33,700	132,700
7/1/2042	93,000	9,500	102,500	104,000	28,750	132,750
7/1/2043	97,000	4,850	101,850	109,000	23,550	132,550
7/1/2044				115,000	18,100	133,100
7/1/2045				120,000	12,350	132,350
7/2/2046				127,000	6,350	133,350
	<u>1,407,000</u>			<u>1,872,000</u>		

(a) Interest is estimated at 5% for all series of bonds.

(b) Capitalized interest assumed for 1/18/2019 issuance through 7/1/19

APPENDIX 5

HOMEBUYER DISCLOSURE FORM

FORM OF DISCLOSURE

GENERAL OBLIGATION BONDS

EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2 (MESA, ARIZONA)

BACKGROUND

In September 1988, the Arizona Legislature passed the Community Facilities District Act. The act was created, and subsequently amended, to allow Arizona municipalities to form community facilities districts ("CFD") for the purpose of, among others, the financing of and operation and/or maintenance related to public infrastructure within a CFD.

HOW THE CFD WORKS

On _____, the Mesa City Council formed Eastmark Community Facilities District No. 2. An election was held on _____, at which the owners of the property within Eastmark Community Facilities District No. 2 voted to authorize \$_____ of ad valorem tax bonds to be issued over time by Eastmark Community Facilities District No. 2 to finance the acquisition of public infrastructure including, but not limited to, roadways, water, parks, sewer, and public facilities. The public infrastructure will be dedicated to the City after acquisition of such public infrastructure by the Eastmark Community Facilities District No. 2 for perpetual operation and maintenance.

WHAT WILL BE FINANCED?

Eastmark Community Facilities District No. 2 has been established to finance approximately \$65,000,000 in public infrastructure within the Eastmark Community Facilities District No. 2 plus costs related to the financing.

BENEFITS TO RESIDENTS

Eastmark Community Facilities District No. 2 benefits all residents within the District by providing for a majority of the major public improvements. These benefits were taken into account by the developer of Eastmark when establishing the price of the lots on which your home was built. Each landowner within the CFD will participate in the repayment of the bonds in the form of an addition to his or her annual property tax bill. This added tax is currently deductible for purpose of calculating federal and state income taxes.

PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of any property owner in Eastmark Community Facilities District No. 2 through the payment of property taxes collected by the Maricopa County Treasurer in the same manner as all other property tax payments. Beginning as early as Fiscal Year 2019/20, the District governing board will levy a tax rate of \$4.15 per \$100 of net assessed limited value for the payment of debt service on the bonds of Eastmark Community Facilities District No. 2. Based upon a residential market value of \$350,000, this would result in an additional annual tax liability of approximately \$___ or \$___ per month.

The tax rate of Eastmark Community Facilities District No. 2 is not expected to exceed \$4.15 per \$100 of net assessed limited value while the bonds and other indebtedness of the District are outstanding.

This property tax amount does not include the Eastmark Homeowner's Association annual fee of approximately \$___ or \$___ per month per unit.

Date _____

Homeowner

APPENDIX 6

ESTIMATED TOTAL DEBT BURDEN TAX RATE COMPARATIVE ANALYSIS

**Comparative Community Facilities Districts'
Direct and Overlapping Ad Valorem and Special Assessment Debt Burden Per \$100 Assessed Value**

Eastmark Community Facilities District No. 2			
Target Tax Rate (Includes O&M)	\$4.1500	Average assessment per Lot	\$3,500
Average Home Price	\$350,000	Interest Rate on Bonds	6.50%
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	25
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$973	CFD Assessment Annual Payment	\$288
CFD GO Monthly Tax Amount	\$81	CFD Assessment Monthly Payment	\$24
		Equivalent Assessment Tax Rate	\$1.2281
Overlapping GO Tax Rate	\$12.6136	Combined Tax Rate	\$17.9917
Overlapping GO Annual Payments	\$2,958	Combined Annual Payments	\$4,219
Overlapping GO Monthly Payments	\$246	Combined Monthly Payments	\$352

Eastmark Community Facilities District No. 1			
Target Tax Rate (Includes O&M)	\$4.1500	Average Assessment per Lot	\$3,500
Average Home Price	\$350,000	Interest Rate on Bonds	(a)
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	25
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$973	CFD Assessment Annual Payment	\$236
CFD GO Monthly Tax Amount	\$81	CFD Assessment Monthly Payment	\$20
		Equivalent Assessment Tax Rate	\$1.0069
Overlapping GO Tax Rate	\$12.6136	Combined Tax Rate	\$17.7705
Overlapping GO Annual Payments	\$2,958	Combined Annual Payments	\$4,167
Overlapping GO Monthly Payments	\$246	Combined Monthly Payments	\$347

Cadence Community Facilities District			
Target Tax Rate (Includes O&M)	\$4.1500	Average Assessment per Lot	\$3,500
Average Home Price	\$350,000	Interest Rate on Bonds	6.50%
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	25
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$973	CFD Assessment Annual Payment	\$288
CFD GO Monthly Tax Amount	\$81	CFD Assessment Monthly Payment	\$24
		Equivalent Assessment Tax Rate	\$1.2281
Overlapping GO Tax Rate	\$12.6136	Combined Tax Rate	\$17.9917
Overlapping GO Annual Payments	\$2,958	Combined Annual Payments	\$4,219
Overlapping GO Monthly Payments	\$246	Combined Monthly Payments	\$352

Estrella Mountain Ranch Community Facilities District			
Tax Rate (Includes O&M)	\$1.3000	Average Assessment per Lot	\$11,136
Average Home Price	\$350,000	Interest Rate on Bonds	(a)
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	23
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$305	CFD Assessment Annual Payment	\$1,171
CFD GO Monthly Tax Amount	\$25	CFD Assessment Monthly Payment	\$98
		Equivalent Assessment Tax Rate	\$4.9938
Overlapping GO Tax Rate	\$12.6224	Combined Tax Rate	\$18.9162
Overlapping GO Annual Payments	\$2,960	Combined Annual Payments	\$4,436
Overlapping GO Monthly Payments	\$247	Combined Monthly Payments	\$370

Festival Ranch Community Facilities District			
Tax Rate (Includes O&M)	\$3.1291	Average Assessment per Lot *	\$2,000
Average Home Price	\$350,000	Interest Rate on Bonds *	(a)
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	25
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$734	CFD Assessment Annual Payment	\$218
CFD GO Monthly Tax Amount	\$61	CFD Assessment Monthly Payment	\$18
		Equivalent Assessment Tax Rate	\$0.9296
Overlapping GO Tax Rate	\$10.5147	Combined Tax Rate	\$14.5734
Overlapping GO Annual Payments	\$2,466	Combined Annual Payments	\$3,417
Overlapping GO Monthly Payments	\$205	Combined Monthly Payments	\$285

* Does not include anticipated Assessment District No. 13, Special Assessment Revenue Bonds, Series 2018.

Palm Valley Community Facilities District			
Tax Rate (Includes O&M)	\$0.8085	Average Assessment per Lot	N/A
Average Home Price	\$350,000	Interest Rate on Bonds	N/A
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	N/A
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$190	CFD Assessment Annual Payment	N/A
CFD GO Monthly Tax Amount	\$16	CFD Assessment Monthly Payment	N/A
		Equivalent Assessment Tax Rate	\$0.0000
Overlapping GO Tax Rate	\$15.4518	Combined Tax Rate	\$16.2603
Overlapping GO Annual Payments	\$3,623	Combined Annual Payments	\$3,813
Overlapping GO Monthly Payments	\$302	Combined Monthly Payments	\$318

Verrado Community Facilities District			
Tax Rate (Includes O&M)	\$3.6067	Average Assessment per Lot	N/A
Average Home Price	\$350,000	Interest Rate on Bonds	N/A
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	N/A
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$846	CFD Assessment Annual Payment	N/A
CFD GO Monthly Tax Amount	\$70	CFD Assessment Monthly Payment	N/A
		Equivalent Assessment Tax Rate	\$0.0000
Overlapping GO Tax Rate	\$17.8895	Combined Tax Rate	\$21.4962
Overlapping GO Annual Payments	\$4,195	Combined Annual Payments	\$4,195
Overlapping GO Monthly Payments	\$350	Combined Monthly Payments	\$350

Vistancia Community Facilities District			
Tax Rate (Includes O&M)	\$2.1000	Average Assessment per Lot	N/A
Average Home Price	\$350,000	Interest Rate on Bonds	N/A
Assessor Value to Home Selling Price Ratio	67%	Amortization on Bonds (approx. years)	N/A
Assessment Ratio	10%		
Estimated Average Full Cash Value	\$23,450		
CFD GO Annual Tax Amount	\$492	CFD Assessment Annual Payment	N/A
CFD GO Monthly Tax Amount	\$41	CFD Assessment Monthly Payment	N/A
		Equivalent Assessment Tax Rate	\$0.0000
Overlapping GO Tax Rate	\$12.5386	Combined Tax Rate	\$14.6386
Overlapping GO Annual Payments	\$2,940	Combined Annual Payments	\$2,940
Overlapping GO Monthly Payments	\$245	Combined Monthly Payments	\$245

**Comparative Community Facilities Districts'
Direct and Overlapping Ad Valorem Tax Rates Per \$100 Assessed Value
For Fiscal Year 2017/18**

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
East Valley Institute of Technology (EVIT)	0.0000	0.0500	0.0500
Queen Creek Unified School District No. 95	4.2277	3.3858	7.6135
City of Mesa	0.0000	1.0201	1.0201
Eastmark Community Facilities District No. 2	0.0000	4.1500	4.1500
	<u>\$7.2735</u>	<u>\$9.4901</u>	<u>\$16.7636</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
East Valley Institute of Technology (EVIT)	0.0000	0.0500	0.0500
Queen Creek Unified School District No. 95	4.2277	3.3858	7.6135
Gilbert Unified School District (°)	4.0097	2.0813	6.0910
City of Mesa	0.0000	1.0201	1.0201
Eastmark Community Facilities District No. 1	0.0000	4.1500	4.1500
	<u>\$7.2735</u>	<u>\$9.4901</u>	<u>\$16.7636</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
East Valley Institute of Technology (EVIT)	0.0000	0.0500	0.0500
Queen Creek Unified School District No. 95	4.2277	3.3858	7.6135
City of Mesa	0.0000	1.0201	1.0201
Cadence Community Facilities District	0.0000	4.1500	4.1500
	<u>\$7.2735</u>	<u>\$9.4901</u>	<u>\$16.7636</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
Western Maricopa Education Center District No. 402	0.0000	0.1494	0.1494
Liberty Elementary School District No. 25	2.0098	1.5253	3.5351
Buckeye Union High School District No. 201	2.1305	1.1424	3.2729
City of Goodyear	1.1084	0.6266	1.7350
Estrella Mountain Ranch Community Facilities District	0.0000	1.3000	1.3000
	<u>\$8.2945</u>	<u>\$5.6279</u>	<u>\$13.9224</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
Western Maricopa Education Center District No. 402	0.0000	0.1494	0.1494
Wickenburg Unified School District No. 9	3.4375	1.1978	4.6353
City of Buckeye	1.8000	0.0000	1.8000
Festival Ranch Community Facilities District	0.0000	3.1291	3.1291
	<u>\$8.2833</u>	<u>\$5.3605</u>	<u>\$13.6438</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
Western Maricopa Education Center District No. 402	0.0000	0.1494	0.1494
Avondale Elementary School District No. 44	2.1153	2.8965	5.0118
Litchfield Elementary School District No. 79 (c)	1.9720	1.8779	3.8499
Agua Fria Unified High School District No. 216	2.0309	1.4469	3.4776
Community Facilities Utilities District No. 1	0.0000	1.1500	1.1500
City of Goodyear	1.1084	0.6266	1.7350
Palm Valley Community Facilities District No. 3	0.0000	0.8085	0.8085
	<u>\$8.3004</u>	<u>\$7.9599</u>	<u>\$16.2603</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
Western Maricopa Education Center District No. 402	0.0000	0.1494	0.1494
Liberty Elementary School District No. 25 (c)	2.0098	1.5253	3.5351
Buckeye Union High School District No. 201 (c)	2.1305	1.1424	3.2729
Litchfield Elementary School District No. 79	1.9720	1.8779	3.8499
Agua Fria High School District No. 216	2.0309	1.4467	3.4776
Saddle Mountain Unified School District No. 90 (c)	1.3802	0.4759	1.8561
Verrado Western Overlay Community Facilities District	0.0000	4.6826	4.6826
City of Buckeye	1.8000	0.0000	1.8000
Verrado District 1 Community Facilities District	0.0000	3.6067	3.6067
	<u>\$8.8487</u>	<u>\$12.6475</u>	<u>\$21.4962</u>

Direct and Overlapping Jurisdictions	Primary Tax Rate	Secondary Tax Rate	Total Tax Rate
Maricopa County (b)	\$1.8750	\$0.6796	\$ 2.5546
Maricopa County Community College District	1.1708	0.2046	1.3754
Western Maricopa Education Center District No. 402	0.0000	0.1780	0.1780
Peoria Unified School District No. 11	3.9990	3.0202	7.0192
City of Peoria	0.2900	1.1500	1.4400
Vistancia West Community Facilities District	0.0000	2.1000	2.1000
	<u>\$7.3348</u>	<u>\$7.3038</u>	<u>\$14.6386</u>

-
- (a) Special assessment debt service based on outstanding bond issuances with greatest coupon yield within the community facilities district.
- (b) Includes the Maricopa Flood Control District, Maricopa County Library District, Fire District Assistance, Central Arizona Water Conservation, Maricopa Special Healthcare District and the "State Equalization Assistance Property Tax." The State Equalization Assistance Property Tax in Fiscal Year 2018/19 has been set at \$0.4741 and is adjusted annually pursuant to Arizona Revised Statutes Section 41-1276.
- (c) Overlapping jurisdiction(s) excluded from calculation. Excluded overlapping jurisdiction(s) provide lower tax rate(s) within the community facility district.

APPENDIX 7

APPLICANT FINANCIAL STATEMENT

(UNAUDITED)

DMB/Brookfield Eastmark LLC
Consolidated Balance Sheet
(Unaudited)
July 31, 2018

	<u>Current Month</u>	<u>Prior Month</u>
ASSETS		
Cash	\$ 8,227,937	\$ 11,186,005
Restricted cash	1,635,000	1,635,000
Accounts receivable <i>(Schedule I)</i>	17,131,650	15,517,773
CFD receivable	16,733,090	16,733,090
Related party receivables	36	83,786
Prepaid selling costs	1,682,069	1,568,473
Prepaid expenses and other assets	29,885	29,885
Real estate under development <i>(Schedule I)</i>	182,496,506	176,902,577
Property and equipment, net	174,159	148,558
Deposits	981,451	981,451
	<u><u>\$ 229,091,783</u></u>	<u><u>\$ 224,786,598</u></u>
LIABILITIES AND MEMBERS' EQUITY		
Accounts payable	\$ 4,854,143	\$ 4,640,567
Accrued liabilities	41,196	30,331
Retention payable	1,803,056	1,664,572
Unearned revenue <i>(Schedule II)</i>	74,721,500	69,234,500
Costs to complete	12,622,127	12,622,127
Refundable deposits	277,000	277,000
Notes and interest payable, net <i>(Schedule I)</i>	<u>20,666,173</u>	<u>22,527,594</u>
	114,985,195	110,996,691
Members' equity	114,106,588	113,789,907
	<u><u>\$ 229,091,783</u></u>	<u><u>\$ 224,786,598</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidated Income Statement
(Unaudited)
For the Seven Months Ended July 31, 2018

	<u>MTD</u>	<u>YTD</u>
REVENUE		
Land, net of discounts (<i>Schedule II</i>)	\$ -	\$ 9,696,101
Supplemental land revenue	123,068	684,703
	<u>123,068</u>	<u>10,380,804</u>
COST OF SALES		
Land	240	2,651,790
Commissions and closing costs	-	386,854
	<u>240</u>	<u>3,038,644</u>
OTHER (INCOME) EXPENSE		
General and administrative	1,220	71,902
Marketing	(206,199)	(1,012,882)
Management fees	7,000	49,000
Interest expense	128,737	1,128,641
Interest adjustment	(128,737)	(1,128,641)
Other income	-	(1,512,876)
Depreciation and amortization	4,126	35,284
	<u>(193,853)</u>	<u>(2,369,572)</u>
NET INCOME (LOSS)	<u><u>\$ 316,681</u></u>	<u><u>\$ 9,711,732</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidated Statement of Cash Flows
(Unaudited)
For the Seven Months Ended July 31, 2018

	<u>MTD</u>	<u>YTD</u>
OPERATING ACTIVITIES		
Net income (loss)	\$ 316,681	\$ 9,711,732
Adjustments to reconcile net income (loss) to cash:		
Depreciation and amortization	4,126	35,284
Changes in operating assets and liabilities:		
Accounts receivable	(1,613,877)	(5,572,309)
CFD receivable	-	(681,537)
Related party receivables	83,750	2,919
Prepaid selling costs	(113,596)	(817,524)
Prepaid expenses and other assets	-	21,195
Real estate under development	(5,541,329)	(29,781,285)
Deposits	-	63,292
Accounts payable	213,577	3,135,356
Accrued liabilities	10,865	(1,079,285)
Interest payable	(2,652)	(102,695)
Retention payable	138,484	1,025,805
Unearned revenue	5,487,000	42,459,500
Costs to complete	-	132,513
Refundable deposits	-	(810,000)
Related party payables	-	(304,120)
Net cash provided by (used by) operating activities	<u>(1,016,971)</u>	<u>17,438,841</u>
INVESTING ACTIVITIES		
Fixed asset acquisitions	(29,728)	(29,728)
Net cash provided by (used by) investing activities	<u>(29,728)</u>	<u>(29,728)</u>
FINANCING ACTIVITIES		
Payments on notes payable	(1,911,369)	(20,536,859)
Net cash provided by (used by) financing activities	<u>(1,911,369)</u>	<u>(20,536,859)</u>
Net increase (decrease) in cash and restricted cash	<u>(2,958,068)</u>	<u>(3,127,746)</u>
Cash and restricted cash, beginning of period	12,821,005	12,990,683
Cash and restricted cash, end of period	<u><u>\$ 9,862,937</u></u>	<u><u>\$ 9,862,937</u></u>

These financial statements were prepared for internal purposes and are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidated Statement of Changes in Equity
(Unaudited)
For the Seven Months Ended July 31, 2018

	DMB Communities IV LLC	Brookfield Eastmark LLC	Total
Beginning balance	\$ 50,704,260	\$ 50,704,260	\$ 101,408,520
ASC 606 beginning balance adjustment	1,493,168	1,493,168	2,986,336
Adjusted beginning balance	<u>52,197,428</u>	<u>52,197,428</u>	<u>104,394,856</u>
Net income (loss)	4,855,866	4,855,866	9,711,732
Ending balance	<u><u>\$ 57,053,294</u></u>	<u><u>\$ 57,053,294</u></u>	<u><u>\$ 114,106,588</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Supporting Schedule I
(Unaudited)
July 31, 2018

	<u>Current Month</u>	<u>Prior Month</u>
<u>Accounts receivable</u>		
Lot completion payments		
- Ashton Woods	\$ 9,810,938	\$ 9,810,938
- CalAtlantic	1,364,344	1,364,344
- Maracay	629,640	629,640
- Pinnacle West	143,340	143,340
- Taylor Morrison	554,400	1,386,000
- William Ryan	624,000	624,000
- Woodside Homes	1,496,880	1,496,880
- Shea Homes	2,194,800	-
Other	313,308	62,631
	<u>\$ 17,131,650</u>	<u>\$ 15,517,773</u>
<u>Real estate under development</u>		
Land	\$ 122,999,590	\$ 123,008,747
Capitalized interest	64,637,253	64,508,515
Real estate taxes	3,378,928	3,373,993
Work in process	177,374,767	171,905,354
Cost of sales	(185,894,032)	(185,894,032)
	<u>\$ 182,496,506</u>	<u>\$ 176,902,577</u>
<u>Notes and interest payable</u>		
Principal	\$ 20,752,073	\$ 22,663,442
Interest	124,499	127,151
Loan fees and origination costs	(210,399)	(262,999)
	<u>\$ 20,666,173</u>	<u>\$ 22,527,594</u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Supporting Schedule II
(Unaudited)
For the Seven Months Ended July 31, 2018

	<u>Previous Year End</u>	<u>Book Land Sale Revenue</u>	<u>Land Sale Revenue Recognized</u>	<u>July 31, 2018 Balance</u>
<u>Deferred Revenue</u>				
Parcel C - MDR East Phase 2	\$ 12,379,500	-	-	\$ 12,379,500
Parcel D - DU6 Parcels 10-15				
CalAtlantic P12	5,197,500	-	-	5,197,500
Wm Ryan P 10	4,290,000	-	-	4,290,000
Woodside P 13	5,148,000	-	-	5,148,000
Maracay P 14	5,247,000	-	-	5,247,000
Woodside P 15	-	6,468,000	-	6,468,000
Taylor Morrison P 11	-	4,620,000	-	4,620,000
Parcel D - DU6 Parcels 4-6, 9, 17				
Ashton Woods	-	25,884,500	-	25,884,500
Parcel D - DU6 Parcels 16, 18-23				
Shea P 20	-	5,487,000	-	5,487,000
Parcel C - Church	-	2,073,108	2,073,108	-
Parcel F - Mt Elbert	-	7,622,993	7,622,993	-
	<u><u>\$ 32,262,000</u></u>	<u><u>\$ 52,155,601</u></u>	<u><u>\$ 9,696,101</u></u>	<u><u>\$ 74,721,500</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidating Balance Sheet
(Unaudited)
July 31, 2018

	DMB/ Brookfield Eastmark LLC	DMB Mesa Proving Grounds LLC	Eliminations	Consolidated DMB/ Brookfield Eastmark LLC
ASSETS				
Cash	\$ 29,595	\$ 8,198,342	\$ -	\$ 8,227,937
Restricted cash	-	1,635,000	-	1,635,000
Accounts receivable	-	17,131,650	-	17,131,650
CFD receivable	-	16,733,090	-	16,733,090
Related party receivables	-	36	-	36
Prepaid selling costs	-	1,682,069	-	1,682,069
Prepaid expenses and other assets	-	29,885	-	29,885
Real estate under development	-	182,496,506	-	182,496,506
Property and equipment, net	-	174,159	-	174,159
Deposits	-	981,451	-	981,451
Investments in consolidated entities	114,076,993	-	(114,076,993)	-
	<u><u>\$ 114,106,588</u></u>	<u><u>\$ 229,062,188</u></u>	<u><u>\$ (114,076,993)</u></u>	<u><u>\$ 229,091,783</u></u>
LIABILITIES AND MEMBERS' EQUITY				
Accounts payable	\$ -	\$ 4,854,143	\$ -	\$ 4,854,143
Accrued liabilities	-	41,196	-	41,196
Retention payable	-	1,803,056	-	1,803,056
Unearned revenue	-	74,721,500	-	74,721,500
Costs to complete	-	12,622,127	-	12,622,127
Refundable deposits	-	277,000	-	277,000
Notes and interest payable	-	20,666,173	-	20,666,173
	-	114,985,195	-	114,985,195
Members' equity	114,106,588	114,076,993	(114,076,993)	114,106,588
	<u><u>\$ 114,106,588</u></u>	<u><u>\$ 229,062,188</u></u>	<u><u>\$ (114,076,993)</u></u>	<u><u>\$ 229,091,783</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidating Income Statement
(Unaudited)
For the Seven Months Ended July 31, 2018

	DMB/ Brookfield Eastmark LLC	DMB Mesa Proving Grounds LLC	Eliminations	Consolidated DMB/ Brookfield Eastmark LLC
REVENUE				
Land, net of discounts	\$ -	\$ 9,696,101	\$ -	\$ 9,696,101
Supplemental land revenue	-	684,703	-	684,703
	<u>-</u>	<u>10,380,804</u>	<u>-</u>	<u>10,380,804</u>
COST OF SALES				
Land	-	2,651,790	-	2,651,790
Commissions and closing costs	-	386,854	-	386,854
	<u>-</u>	<u>3,038,644</u>	<u>-</u>	<u>3,038,644</u>
OTHER (INCOME) EXPENSE				
General and administrative	68,508	3,394	-	71,902
Marketing	-	(1,012,882)	-	(1,012,882)
Management fees	-	49,000	-	49,000
Interest expense	-	1,128,641	-	1,128,641
Interest adjustment	-	(1,128,641)	-	(1,128,641)
Other income	-	(1,512,876)	-	(1,512,876)
(Gain) loss on investments	(9,780,240)	-	9,780,240	-
Depreciation and amortization	-	35,284	-	35,284
	<u>(9,711,732)</u>	<u>(2,438,080)</u>	<u>9,780,240</u>	<u>(2,369,572)</u>
NET INCOME (LOSS)	<u>\$ 9,711,732</u>	<u>\$ 9,780,240</u>	<u>\$ (9,780,240)</u>	<u>\$ 9,711,732</u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidating Statement of Cash Flows
(Unaudited)
For the Seven Months Ended July 31, 2018

	DMB/ Brookfield Eastmark LLC	DMB Mesa Proving Grounds LLC	Eliminations	Consolidated DMB/ Brookfield Eastmark LLC
OPERATING ACTIVITIES				
Net income (loss)	\$ 9,711,732	\$ 9,780,240	\$ (9,780,240)	\$ 9,711,732
Adjustments to reconcile net income (loss) to cash:				
Depreciation and amortization	-	35,284	-	35,284
(Gain) loss on investments	(9,780,240)	-	9,780,240	-
Changes in operating assets and liabilities:				
Accounts receivable	-	(5,572,309)	-	(5,572,309)
CFD receivable		(681,537)		(681,537)
Related party receivables	2,843	76	-	2,919
Prepaid selling costs	-	(817,524)		(817,524)
Prepaid expenses and other assets	159	21,036	-	21,195
Real estate under development	-	(29,781,285)	-	(29,781,285)
Deposits	-	63,292	-	63,292
Accounts payable	(5,843)	3,141,199	-	3,135,356
Accrued liabilities	-	(1,079,285)	-	(1,079,285)
Interest payable	-	(102,695)	-	(102,695)
Retention payable	-	1,025,805	-	1,025,805
Unearned revenue	-	42,459,500	-	42,459,500
Costs to complete	-	132,513	-	132,513
Refundable deposits	-	(810,000)	-	(810,000)
Related party payables	-	(304,120)	-	(304,120)
Net cash provided by (used by) operating activities	<u>(71,349)</u>	<u>17,510,190</u>	<u>-</u>	<u>17,438,841</u>
INVESTING ACTIVITIES				
Fixed asset acquisitions	-	(29,728)	-	(29,728)
Distributions from consolidated entities	100,000	-	(100,000)	-
Net cash provided by (used by) investing activities	<u>100,000</u>	<u>(29,728)</u>	<u>(100,000)</u>	<u>(29,728)</u>
FINANCING ACTIVITIES				
Payments on notes payable	-	(20,536,859)	-	(20,536,859)
Distributions	-	(100,000)	100,000	-
Net cash provided by (used by) financing activities	<u>-</u>	<u>(20,636,859)</u>	<u>100,000</u>	<u>(20,536,859)</u>
Net increase (decrease) in cash and restricted cash	<u>28,651</u>	<u>(3,156,397)</u>	<u>-</u>	<u>(3,127,746)</u>
Cash and restricted cash, beginning of period	944	12,989,739	-	12,990,683
Cash and restricted cash, end of period	<u><u>\$ 29,595</u></u>	<u><u>\$ 9,833,342</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 9,862,937</u></u>

These financial statements were prepared for internal purposes and are not necessarily in conformity with generally accepted accounting principles.

DMB/Brookfield Eastmark LLC
Consolidating Statement of Changes in Equity
(Unaudited)
For the Seven Months Ended July 31, 2018

	DMB/ Brookfield Eastmark LLC	DMB Mesa Proving Grounds LLC	Eliminations	Consolidated DMB/ Brookfield Eastmark LLC
Beginning balance	\$ 101,408,520	\$ 101,410,417	\$ (101,410,417)	\$ 101,408,520
ASC 606 beginning balance adjustment	2,986,336	2,986,336	(2,986,336)	2,986,336
Adjusted beginning balance	<u>104,394,856</u>	<u>104,396,753</u>	<u>(104,396,753)</u>	<u>104,394,856</u>
Distributions	-	(100,000)	100,000	-
Net income (loss)	<u>9,711,732</u>	<u>9,780,240</u>	<u>(9,780,240)</u>	<u>9,711,732</u>
	<u>9,711,732</u>	<u>9,680,240</u>	<u>(9,680,240)</u>	<u>9,711,732</u>
Ending balance	<u><u>\$ 114,106,588</u></u>	<u><u>\$ 114,076,993</u></u>	<u><u>\$ (114,076,993)</u></u>	<u><u>\$ 114,106,588</u></u>

These financial statements were prepared for internal purposes and
are not necessarily in conformity with generally accepted accounting principles.

APPENDIX 8

ADDITIONAL BOARD MEMBER INFORMATION

David Short

Executive Director

Downtown Mesa Association 501 c6

Ultimate Imaginations Inc. 501 c3

100 North Center Street

Mesa, Arizona 85201

Phone: (480) 890-2613

Email: david@downtownmesa.com

www.downtownmesa.com

Background and Qualification

Mr. Short was appointed the Executive Director of the Downtown Mesa Association Nov 2010. Mr. Short leads the Downtown Mesa Association on its mission of economic growth and business development of the City of Mesa's central business district through policy development, advocacy, and program management functions conducted on behalf of downtown property and business owners, and in cooperation with public and other private-sector partners. Mr Short also leads Ultimate Imaginations, Inc. (UII), an affiliate of the Downtown Mesa Association. In his role with Ultimate Imaginations, Inc. he assists the non-profit 501(c)3 corporation to conduct, UII facilitates charitable, educational and artistic events. Mr. Short previously headed the Downtown Business Association in Fort Collins, Colorado.

Sally Harrison
President/CEO
Mesa Chamber of Commerce
165 N. Centennial Way
Mesa, AZ 85201
Phone: (480) 969-1307 x26
Email: sharrison@mesachamber.org

Background and Qualification

Contact

www.linkedin.com/in/sally-harrison-50712b10 (LinkedIn)
www.mesachamber.org (Company)
www.mesachamber.org/events (Other)
www.mesachamberofcommerce.org/get_involved/leads_groups/leads_groups.html (Other)

Top Skills

Public Relations
Event Planning
Event Management

Languages

English

Certifications

Institute for Organization Management

Honors-Awards

Paul Harris Fellow
"Service Above Self" - The Ike Parrish Award
Spirit of Philanthropy
Spirit of Mesa
Honorary Commander

Sally Harrison

President & CEO, IOM at Mesa Chamber of Commerce
Mesa, Arizona

Summary

I look forward to coming to work everyday! It's my pleasure to represent the business community through my Chamber work. I do something different everyday and get to meet new people all the time. What can be better than that?

Experience

Mesa Chamber of Commerce
10 years 2 months

President & CEO
July 2012 - Present
Mesa, Arizona

I am blessed to have the best job I can imagine. I have the privilege of working with a fantastic staff and wonderful Chamber members in a community where everyone has a focus on growing a successful business climate.

VP Development
July 2011 - July 2012 (1 year 1 month)

I was responsible for building relationships in the community, chamber membership and corporate partnerships for the Chamber.

Programs Director
October 2008 - July 2011 (2 years 10 months)

Create, implement and maintain all monthly programs and annual events for our members and community.

APPENDIX 9

PETITION FOR FORMATION

**PETITION FOR FORMATION
AND
PETITION FOR ADOPTION OF RESOLUTIONS
ORDERING AND DECLARING
FORMATION OF
EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2
(CITY OF MESA, ARIZONA)**

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF MESA)

The undersigned owners of all of the land (collectively, the "*Petitioner*"), hereinafter described by metes and bounds, acting pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*"), respectfully petitions the Honorable Mayor and City Council of the City of Mesa, Arizona (the "*City*"), to adopt such resolutions (the "*Resolutions*") as may be necessary to declare its intent to form and order the formation of a tax levying community facilities district (the "*District*") and would respectfully request such Resolutions and proceedings to provide for the following:

A. The name of the District is to be "***EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2 (CITY OF MESA, ARIZONA)***",

B. The District is to be formed, and shall exist, pursuant to the terms and provisions of the Act,

C. The District is to contain an area of approximately 227.43 acres of land, more or less, wholly within the corporate boundaries of the City and is to be composed of the land described by metes and bounds in Exhibit A hereto, which is made a part hereof for all purposes,

D. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; is, except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona, separate and apart from the City, and is to be formed for, and to have, all the purposes and powers of a "District" as such term is defined, and as provided, in the Act,

E. Public convenience and necessity require the adoption of the Resolutions.

NOW THEREFORE, the Petitioner represents, attests and declares that:

1. On the date hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District, as described in Exhibit A hereto and depicted on the map attached hereto as Exhibit B which is made a part hereof, is owned by Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be Petitioner and that there are no resident electors on the land to be in the District; and

2. Attached hereto as Exhibit C and made a part hereof, is a certificate of the Assessor of Maricopa County stating who are the owners of the land in the proposed District and listing the tax parcel numbers for the parcels of real property affected by or included within the boundaries of the District; and

3. Attached hereto as Exhibit D and made a part hereof, is a certificate of the Recorder of Maricopa County stating the qualified electors who reside on the land in the proposed District, if any; and

4. Based on its own knowledge and the information contained in Exhibits C and D hereto, the Petitioner is the sole owner of the real property described in Exhibit A; no other person having any interest in such real property has filed a written request for copies of any notices under the Act; and there are no qualified electors residing on such real property; and

5. The land to be included in the District: (i) consists of approximately 227.43 acres; (ii) lies wholly within the corporate limits of the City; and (iii) shall be benefited from the improvements for which the District is proposed to be formed; and

6. This Petition is signed (either as a single document or in counterparts) by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and the adoption of the Resolutions are waived, and the City may, and is hereby requested to, on receipt of this Petition, declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election; and

7. A "general plan" (as such term is defined in the Act) for the proposed District has been filed with the City Clerk setting out a general description of the proposed public infrastructure improvements for which the District is proposed to be formed and the general areas to be improved.

FURTHER, Petitioner requests that this Petition be properly filed as provided by law; that the City adopt the Resolutions required to declare and order the District formed without being required to comply with the provisions for posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the Resolutions; and that such other orders, acts, procedures and relief as are proper, necessary and appropriate to the

purposes of organizing the District and to the execution of the purposes for which the District shall be organized be granted as the Honorable City Council shall deem proper and necessary.

Submitted and effective as of the 28th day of November, 2018.

[Signature Pages to Follow]

PETITIONER

DMB MESA PROVING GROUNDS, LLC, a
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a Delaware limited
liability company

Its: Manager

By: Brookfield Eastmark, LLC, a Delaware limited
liability company

Its: Administrative Member

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

Signature Page to Petition

ASHTON WOODS ARIZONA L.L.C.,
a Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Ashton Woods Arizona L.L.C., a Nevada limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Petition

JEN ARIZONA 31 LLC, an
Arizona limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of JEN Arizona 31 LLC, an Arizona limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Petition

SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____, and by _____, the _____ of Shea Homes Limited Partnership, a California limited partnership.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Petition

WOODSIDE HOMES SALES AZ, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Woodside Homes Sales AZ, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Petition

TAYLOR MORRISON/ARIZONA, INC., an
Arizona corporation

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Taylor Morrison/Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Petition

LENNAR ARIZONA, INC., an Arizona
corporation

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Lennar Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____

APPENDIX 10

CFD AGREEMENT

When recorded, return to:

Zachary D. Sakas, Esq.
Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004-2553

**DEVELOPMENT, FINANCING PARTICIPATION, WAIVER
AND INTERGOVERNMENTAL AGREEMENT**

FOR

**EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2
(CITY OF MESA, ARIZONA)**

by and among

CITY OF MESA, ARIZONA,

**EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2
(CITY OF MESA, ARIZONA),**

and

DMB MESA PROVING GROUNDS, LLC

Dated as of _____, 2018

**DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
FOR
EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2
(CITY OF MESA, ARIZONA)**

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THIS DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2), dated as of _____, 2018 (this "*Agreement*"), by and among the City of Mesa, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (the "*Municipality*"); Eastmark Community Facilities District No. 2 (City of Mesa, Arizona), a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "*District*"); and DMB Mesa Proving Grounds, LLC, an Arizona limited liability company duly organized and validly existing pursuant to the laws of the State of Arizona (the "*Developer*"), acting for itself and on behalf of and with the consent of the undersigned owners of the real property within the boundaries of the District (collectively, the "*Landowners*").

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*"), and Section 9-500.05, Arizona Revised Statutes, as amended ("*A.R.S.*"), the Municipality, the District, the Developer and the Landowners may and are entering into this Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in Exhibit "A" hereto (the "*Property*"), which makes up the real property included within the District, the Municipality, the District and the Developer, acting on behalf of and with the consent of the Landowners, have determined to specify certain matters in this Agreement relating to the acquisition, construction, financing, operation and maintenance of public infrastructure, including matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of the Developer with respect thereto, all pursuant to the Act, such public infrastructure being necessary for the Developer to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the District is immediately adjacent to Eastmark Community Facilities District No. 1 ("*Eastmark*") and homeowners within the District are expected to have public infrastructure and amenities similar to, or benefit from the same public infrastructure and amenities as, homeowners within Eastmark and will be taxed similarly for the payment of debt service on bonds and operation and maintenance expenses of the District, as further described herein, reflecting such public infrastructure and amenities; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "General Plan" of the Municipality, as defined in A.R.S. § 9-461, applicable to the Property on the date this Agreement is executed; and

WHEREAS, to perform and finance certain "public infrastructure purposes" (as such term is defined in the Act) the District Board is expected to call an election to be held in and for the District, pursuant to the Act, to authorize for a period of twenty-five (25) years the

District Board to: (i) in its sole discretion, issue certain general obligation bonds of the District, in the amount of seventy million dollars (\$70,000,000.00), provided however, the Developer shall not request the issuance of more than sixty-five million dollars (\$65,000,000.00), to provide monies for certain "public infrastructure purposes" described in the General Plan of the District expected to be approved by the Municipality and the District (the "*General Obligation Bonds*") and to annually levy, assess and collect an ad valorem property tax against all taxable property in the District, unlimited as to rate or amount therefor, to pay debt service on the General Obligation Bonds, and (ii) annually levy, assess and collect an ad valorem tax in an amount up to \$0.30 per \$100.00 of net assessed limited property valuation against all taxable property in the District (the "*O/M Tax*") to provide for amounts to pay the administrative, operation and maintenance expenses of the District; and

WHEREAS, the District Board, pursuant to the Act and the procedures prescribed by A.R.S. §§ 48-576 through 48-589, as nearly as practicable, or such other procedures as the District board provides, may in its sole discretion levy assessments of the costs of any public infrastructure purpose on any land in the District based on the benefit determined by the District Board to be received by such land (the "*Assessments*"); and

WHEREAS, if the District Board, in its sole discretion, adopts a resolution levying a special assessment on property in the District, pursuant to the Act, special assessment revenue bonds of the District (the "*Assessment Bonds*") may be issued and sold to provide monies for certain "public infrastructure purposes" described in the General Plan of the District; and

WHEREAS, this Agreement, together with the Land Development Agreement and the CFD Guidelines (each as defined herein) shall set forth some parameters and conditions pertaining to the use of the proceeds of any General Obligation Bonds, Assessment Bonds and amounts which will be collected with respect to the O/M Tax in the future; and

WHEREAS, pursuant to the Act and the Land Development Agreement, the District is entering into this Agreement with the Developer with respect to, among other things, the expenditure of monies for public infrastructure purposes by the Developer and, if the District in its sole discretion, sells General Obligation Bonds or Assessment Bonds, the reimbursement of all or part of such expenditures, and the security for, and disbursement and investment of proceeds of, the General Obligation Bonds and the Assessment Bonds; and

WHEREAS, the Municipality has adopted, and from time to time updated, Community Facility District Guidelines and Application Procedures for the Establishment of Community Facility Districts (the "*CFD Guidelines*") to establish certain requirements and procedures applicable to all community facility districts within the Municipality, including the District except as otherwise provided in this Agreement; and

WHEREAS, pursuant to the Act and A.R.S. Title 11, Chapter 7, Article 3, the District and the Municipality are entering into the specified sections of this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of "public infrastructure,"

including particularly to provide for the acceptance by the Municipality of certain public infrastructure constructed or acquired by the District; and

WHEREAS, nothing contained in this Agreement is intended to limit the District Board in exercising its sole discretion at any time with respect to the approval or rejection of a feasibility report or the issuance of General Obligations Bonds or Assessment Bonds.

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

ARTICLE I

DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF

Section 1.1. (a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section have the meanings assigned to them in this Section and include, as appropriate, the plural as well as the singular:

"*Acquisition Project*" means each Project constructed by the Developer pursuant to a Construction Contract and which the Developer intends to preserve the ability to finance with the proceeds of District Bonds, and excludes Infrastructure that is a Construction Project approved by the District Board as described in Section 2.1.

"*Act*" means Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended.

"*Agreement*" means this District Development, Financing Participation, Waiver and Intergovernmental Agreement for Eastmark Community Facilities District No. 2 (City of Mesa, Arizona), dated as of _____, 2018, by and among the Municipality, the District and the Developer, acting for itself and on behalf of and with the consent of the Landowners, as amended from time to time.

"*Assessed Property*" means all or a portion of the real property within the District subject to, from time to time an Assessment.

"*Assessment Bonds*" means any series of special assessment revenue bonds of the District authorized to be sold and issued by the District as described in this Agreement and the Act, payable from amounts collected from the Assessments.

"*Assessment Diagram*" means the assessment diagram to be prepared by the District Engineer and the Superintendent of Streets showing the parcels and lots subject to Assessments.

"*Assessment District*" means the Assessed Property described in the Assessment Diagram which is benefited by the Work upon which Assessments will be levied.

"*Assessments*" means, as to be originally levied and as thereafter reallocated as described herein, the "not to exceed" proportionate share of costs and expenses of the Work levied against each parcel or lot of the Assessed Property pursuant to A.R.S. Title 48, Chapter 4, Article 6.

"*Bonds*" means, as applicable, any Assessment Bonds or any General Obligation Bonds issued by the District.

"*Certificate of the Engineers*" means a certificate of the Developer's Engineer and the District Engineer in substantially the form of Exhibit "C" hereto.

"*Community Plan*" means the Community Plan for the Property adopted by the Municipality on November 3, 2008 as Ordinance No. 44893, together with any amendment thereto approved by the City in the manner required by Community Plan and City Code.

"*Construction Contract*" means a construction or acquisition contract for a Project procured and awarded pursuant to the Public Bid Requirements.

"*Construction Cost*" means an amount equal to the sum of the amounts paid by the Developer or the District for (1) the cost of any Plans and Specifications which have been approved pursuant to Section 2.6 of this Agreement and comply with Section 5.3 (including the costs of the review of such design by the District Engineer), (2) construction of the Project pursuant to the Construction Contract for such Project (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) independent third party inspection and supervision of performance under such Construction Contract, and (4) other miscellaneous or incidental costs for such Project attributable to construction of the Project approved by the District Engineer and as certified in the Certificate of the Engineers for that Project.

"*Construction Project*" means each Project which is a part of Infrastructure constructed by the District as described in Section 2.1.

"*Conveyance*" means a conveyance for a Segment in substantially the form of Exhibit "D" hereto.

"*Developer's Engineer*" means any firm of professional engineers procured using Public Procurement Requirements and hired by the Developer after approval thereof by the District Manager to perform the services required therefrom for the purposes hereof.

"*Disclosure Statement*" means the disclosure statement substantially in the form of Exhibit "E" hereto or such other form agreed to by the Developer, acting for itself and on behalf of and with the consent of the Landowners, and the Municipality.

"*District*" means Eastmark Community Facilities District No. 2 (City of Mesa, Arizona), a community facilities district formed by the Municipality, and organized and existing, pursuant to the laws of the State.

"*District Board*" means the board of directors for the District.

"*District Budget*" means the annual budget of the District adopted by the District Board for each Fiscal Year.

"*District Consulting Costs*" means the costs and expenses incurred by the District as described in Section 1.3 of this Agreement.

"*District Engineer*" means such engineer as is appointed or designated, from time to time, on behalf of the District by the District Manager.

"*District Expenses*" means the expenses and costs of the operation and administration of the District including: the expenses and costs billed to the District by the Municipality for services relating directly or indirectly to the District, including but not limited to overhead incurred by the Municipality in providing services to the District and the operation and maintenance of the District's website including searchable electronic records database pursuant to A.R.S. § 48-727; the expenses and costs of administering and operating the District, including the District Consulting Costs, District Insurance Expense and the costs, time and expenses of staff and overhead incurred by the District; the costs of issuance and administration of Bonds not paid with the proceeds of Bonds; and District Initial Expenses not paid pursuant to Section 9.3 of this Agreement.

"*District Indemnified Party*" means the Municipality and each council member, director, trustee, member, officer, official or employee thereof or of the District.

"*District Insurance Expense*" means the annual or semi-annual premium costs and expenses incurred in obtaining a policy or policies of insurance in the form and coverage amounts determined by the District Manager exercising his sole and absolute discretion, providing for comprehensive liability coverage for, from and against the City and the District, its directors, officers, agents and employees against any losses, claims, damages or liabilities, directly or indirectly, arising from or related to activities or administration of the District, including but not limited to, any losses, claims, damages or liabilities related to the offer and sale of District Bonds.

"*District Manager*" means the City Manager, or designee, serving independently from the City as the manager of the District.

"*Engineers*" means, collectively, the Developer's Engineer (as applicable) and the District Engineer.

"*Estimate*" means the estimate of the Financeable Amount indicated in the Report.

"*Financeable Amount*" means, with regard to any Project, the total of amounts necessary to pay (1) the total of all Construction Costs or Segment Prices due pursuant to

Construction Contracts for any such Project, and (2) (i) all other amounts indicated in this Agreement (including the cost of Plans and Specifications), (ii) all relevant issuance costs related to any Bonds, (iii) capitalized interest for a period not in excess of that permitted by the Act and federal law and (iv), if requested by the Developer and approved by the District Board, in its sole discretion, an amount necessary to fund a debt service reserve fund in an amount not in excess of that permitted by the Act and federal law as described elsewhere herein.

"Fiscal Year" means the twelve (12) month period beginning on July 1 of any year and ending on June 30 of the following year.

"Force Majeure" means any condition or event not within the control of a party obligated to perform hereunder, including, without limitation, "acts of God"; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosion; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best efforts to remedy such a condition or event.

"General Obligation Bonds" means any series of general obligation bonds of the District authorized to be sold and issued by the District.

"Indemnified Party" means the Municipality and the District and each council member, legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof and each person, if any, who controls the Municipality and/or the District within the meaning of the Securities Act.

"Infrastructure" means, collectively, the public infrastructure described in the General Plan of the District.

"Initial Expenses" means, the expenses and costs incurred by the District and the Municipality in connection with the formation and initial operation of the District and budgeted District Expenses specifically allocated to the Initial Expenses.

"Intergovernmental Agreement Act" means Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended.

"Land Development Agreement" means the Pre-Annexation and Development Agreement, adopted by the Municipality and recorded in the Official Records of Maricopa County as Instrument No. 2008-0974930, on November 13, 2008, as amended by that certain First Amendment to Pre-Annexation Development Agreement, recorded May 31, 2011 as Instrument No. 2011-0456474, as further amended by that certain Second Amendment to Pre-Annexation Development Agreement recorded November 21, 2013 as Instrument No. 2013-1005620 in the Official Records of Maricopa County, as further amended by that certain Third

Amendment to Pre-Annexation and Development Agreement recorded December 21, 2016 as Instrument No. 2016-0940133 in the Official Records of Maricopa County, and as further amended by that certain Fourth Amendment to Pre-Annexation and Development Agreement recorded August 30, 2018 as Instrument No. 2018-0657828 in the Official Records of Maricopa County, as the same may be further amended from time to time as expressly provided in Section 2.1 of this Agreement.

"*Municipality*" means the City of Mesa, Arizona, a municipality incorporated and existing pursuant to the laws of the State.

"*O/M Expenses*" means the District Expenses and all expenses and costs of the operation and maintenance of any Project consisting of (1) any public infrastructure that constitutes "specialty features" or "specialty materials", except as otherwise addressed in a "Maintenance Agreement" between the Municipality and the Developer, delivered pursuant to the terms of the Land Development Agreement, (2) that portion of the costs, if any, of the operation and maintenance of any public infrastructure that exceed the approximate amount of the costs paid by the Municipality for the operation and maintenance of similar public infrastructure owned by the Municipality, (3) any public infrastructure, which under the Land Development Agreement, will be the responsibility of the Developer, or if applicable, an HOA (as defined herein), following the dedication and acceptance by the Municipality, and (4) any public infrastructure following the dedication and acceptance by the Municipality. Terms in quotes shall have the definitions set forth in the Land Development Agreement.

"*O/M Tax*" means an ad valorem tax levied at the rate of \$0.30 per \$100.00 of net assessed limited property valuation against all real and personal taxable property in the District.

"*Plans and Specifications*" means the plans and specifications for a Project which shall be prepared and reviewed in accordance with the same standards and requirements imposed by the Municipality for plans and specifications for construction projects similar to the Project or the Acquisition Project, as applicable.

"*Project*" means each project which is a part of the Infrastructure on a project-by-project basis and includes both Acquisition Projects and Projects which are the subject of a Construction Contract in the name of the District.

"*Property*" means the real property described in Exhibit "A" to this Agreement.

"*Public Procurement Requirements*" means the public procurement and award processes established pursuant to A.R.S. Title 34, as amended from time to time, and the procurement policies of the Municipality pertaining to projects of the Municipality similar to the Infrastructure.

"*Replacement Reserve Amount*" means an amount calculated using generally acceptable accounting practices based on the useful life of the various assets composing the Projects established by the Internal Revenue Code of 1986, as amended, to be used to replace such assets.

"*Report*" means the study of the feasibility and benefits required by the Act for each applicable Project or Acquisition Project.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Segment*" means a completed, discrete, functional portion of a Project as determined by the District Engineer and the District Manager, in their sole discretion.

"*Segment Price*" means an amount equal to the sum of the amounts paid by the Developer or the District for (1) the Plans and Specifications for the Segment if approved by the District Board as described in Section 2.6 and Section 5.3 of this Agreement, (including the costs of the review of such design by the District Engineer), (2) construction of the Segment pursuant to the Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) independent third party inspection and supervision of performance under such Construction Contract, (4) the fair market value of any real property required for public purposes, other than right-of-way, utility, access easements or other land typically required to be dedicated by developers of infrastructure similar to the Project, if included in a Report approved by the District Board, in its sole discretion, and (5) other miscellaneous or incidental costs for such Segment attributable to construction of the Segment approved by the District Engineer and as certified in the Certificate of the Engineers for that Segment. If any cost component described in the preceding sentence is procured or otherwise determined with reference to the Project of which the Segment is a part, without reference to particular Segments (e.g., Plans and Specifications), such cost shall be proportionately allocated among the Segments comprising the Project in a manner approved by the District Manager for purposes of determining the applicable Segment Price.

"*State*" means the State of Arizona.

"*Total Debt Service*" means, collectively, amounts for debt service (debt service shall have the same definition set forth in the Act) for the next succeeding tax year with respect to any Bonds and for payment of the amounts described in Section 9.1 for such year.

"*Work Plans and Specifications*" means, the descriptions of the Infrastructure in the Report and the Plans and Specifications for the corresponding Projects, which shall comprise the Work.

"*Work*" means the portion of the Infrastructure described in the resolution of intention pertaining to the formation of an Assessment District.

(b) All references in this Agreement to designated "Exhibits," "Articles," "Sections" and other subdivisions are to the designated Exhibits, Articles, Sections and other subdivisions of this Agreement as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or other subdivision.

Section 1.2. Except as otherwise specifically provided in this Agreement, the District shall be subject to and governed by the terms and provisions of this Agreement and the applicable terms and provisions of the Land Development Agreement, Community Plan and the CFD Guidelines, as the same may be amended from time to time; provided, in the event of a conflict between the Land Development Agreement, Community Plan, this Agreement and the CFD Guidelines, the Land Development Agreement, Community Plan and this Agreement shall control; provided, further, in the event of a conflict between the Land Development Agreement and Community Plan and this Agreement, the Land Development Agreement and Community Plan shall control.

Section 1.3. The District may retain an independent financial advisor, attorneys, bond counsel, underwriter, engineer and such other advisors and consultants as the District determines are necessary to assist in its operations, including but not limited to evaluating budgets, reports, financing documents, District construction documents and similar matters. District Consulting Costs shall be included as District Expenses, provided, however, all or certain District Consulting Costs may, if approved by the District Board, be paid with the proceeds of Bonds.

Section 1.4. The District shall maintain its records and conduct its affairs in accordance with the Act, the laws of the State of Arizona, this Agreement and the CFD Guidelines.

Section 1.5. The Municipality shall be paid by the District for its costs and expenses relating to the District and the Infrastructure financed by the District provided, however, in no event shall the Municipality be paid less than five thousand (\$5,000) per fiscal year. Upon request of the Developer, the Municipality will provide the District and the District will provide the Developer with an invoice for the Municipality's costs and expenses.

Section 1.6. (a) All Infrastructure described in the District's General Plan (as defined in the Act) that is or expected to be financed with District moneys or proceeds of District Bonds (i) shall be public infrastructure as described in the Act, and (ii) shall be publicly procured and awarded pursuant to the Public Procurement Requirements.

(b) The form of Notice Inviting Bids shall be in such form as agreed to by the Engineers and approved by the Municipality.

(c) Compliance with the Public Procurement Requirements shall be evidenced by the Certificate of the Engineers.

(d) All Construction Contracts relating to Infrastructure or public infrastructure purposes shall provide that the respective contractors or vendors shall not have recourse, directly or indirectly, to the Municipality. In the case of any initial financing provided by the Developer of any Construction Contract relating to Infrastructure or public infrastructure purposes for which reimbursement is expected, such Construction Contract shall provide that the respective contractors or vendors shall not have recourse, directly or indirectly to the District, for the payment of any costs under such contract or any liability, claim or expense arising therefrom

and that the Developer shall have sole liability for payment under such Construction Contract of all such amounts.

Section 1.7. (a) The Developer, or, after the end of the Developer's Exclusive Period (as hereinafter defined), the District or the Municipality or, if applicable, any third party owning real property within the District, shall have the right to submit to the District Board one or more Reports pertaining to the issuance of Bonds to finance the construction, acquisition or installation of all or a part of the Infrastructure described in the General Plan. The District Board, exercising its sole discretion may thereafter approve or reject the Report and approve or reject the issuance of District Bonds. With respect to the issuance of Bonds, the District Board may consider Reports submitted by (1) the District or the Municipality and issue Bonds upon (and only upon) the earliest to occur of: (i) the twenty-fifth (25th) anniversary of the formation of the District, (ii) the date on which the District has issued eighty percent (80%) or more of the General Obligation Bonds authorized at the election referenced in the Recitals hereto, or (iii) the date on which the undeveloped property then owned by the Developer and the Landowners within the District represents less than five percent (5%) of the land within the District; provided, further in any such event the District may consider Reports submitted for Assessment Bonds by parties other than the Developer only if less than five percent (5%) of the assessment to be levied to secure the Assessment Bonds will be levied on property owned by the Developer and the Landowners; or (2) parties other than Developer upon (and only upon) the earliest to occur of: (i) the twenty-fifth (25th) anniversary of the formation of the District, or (ii) the date on which undeveloped property then owned by the Developer and the Landowners within the District represents less than five percent (5%) of the land within the District (the foregoing collectively referred to herein as the "*Developer's Exclusive Period*"). Any District financing not initiated by the Developer shall be in accordance with the CFD Guidelines.

(b) Notwithstanding the provisions set forth above in paragraph (a) of this Section, the District Board, at any time, may approve a Report and authorize the issuance and sale of Bonds, notwithstanding the Report was submitted by the District or the Municipality, if the proceeds of such Bonds are necessary to: (1) alleviate or otherwise contain bona fide threats, as determined by the City Engineer (provided, however, the Developer may appeal such determination to the District Board and the District Board's determination shall be conclusive), to public health and safety within the District; (2) construct Infrastructure required to be constructed by the Developer and the Developer has failed to construct such Infrastructure after a written request has been presented by the Municipality; or (3) to repair or replace Infrastructure which the Municipality is responsible to maintain and which was not installed pursuant to or in conformance with approved plans or specifications or which the District Engineer and Developer's Engineer mutually agree has failed prior to its expected useful life, as such useful life is established by usual and customary engineering principles, except if such failure is attributable to the City's failure to maintain such Infrastructure to City standards.

(c) The Developer acknowledges and agrees as follows: (1) the approval of any Report, the issuance and sale of Bonds or the District's levy of taxes, assessments, fees or charges are subject to the sole, absolute and unfettered discretion of the District and District Board; (2) nothing contained in this Agreement or any action or continued actions taken or not taken pursuant to this Agreement shall create any obligation, express or implied, of the District to issue or continue to issue Bonds of any type or amount or levy or continue to levy any tax or

assessment of any type or amount; (3) the Developer and the Landowners have no rights and expressly waive any and all future rights, claims or causes of action, express or implied, created by this Agreement or any action or continued actions taken or not taken pursuant to this Agreement or under any other agreement with the District or the Municipality that would create any obligation of the District to issue or continue to issue Bonds of any type or amount or levy or continue to levy any tax or assessment (except as necessary to pay debt service on outstanding Bonds of the District); (4) the Developer and the Landowners are not relying now or shall not rely in the future on Bonds, taxes, assessments, fees or other District actions for the development of the Property; and (5) upon expiration of the Developer's Exclusive Period, as referenced in Section 1.7(a), or the occurrence of an event described in Section 1.7(b), as applicable, the District may issue Bonds or levy taxes, assessments, fees or charges for purposes other than payment to the Developer for Acquisition Projects then eligible for financing pursuant to Article III of this Agreement. The District shall review submitted Reports in accordance with the time periods described in A.R.S. § 48-715.

Section 1.8. Notwithstanding Section 1.7 above, the Developer shall be permitted to withdraw any Report submitted by the Developer from consideration by the District at any time before the conclusion of the hearing thereon. In the event of such a withdrawal, the District Board shall not approve the Report or adopt any resolution which would effect an implementation of any part of the transaction described in such Report. The Developer shall be permitted to resubmit any such withdrawn Report or any Report which has been rejected by the District Board and then amended by the Developer, at such time as the Developer may, in its sole discretion, deem advisable. The Developer is responsible for the costs incurred prior to the withdrawal, including consultant fees.

ARTICLE II

CONSTRUCTION OF PROJECTS BY THE DISTRICT; ACQUISITION OF PLANS AND SPECIFICATIONS

Section 2.1. Upon a written request of the Developer and after approval by the District Board, exercising its sole discretion, the District may enter into a Construction Contract to construct a portion of the Infrastructure. The District may cause any portion of the Infrastructure to be constructed pursuant to the Plans and Specifications which, in the discretion of the District Manager, allows for development of the Property to proceed in accordance with the terms of the Land Development Agreement and any amendment thereto as may be approved by the District Manager and City Manager exercising their sole and absolute discretion. The District shall not enter into a Construction Contract unless all Necessary Public Property (as defined herein) has been conveyed to the Municipality or, if applicable, to the District or other governmental entity pursuant to Section 2.5 of this Agreement.

Section 2.2. (a) The procurement and preparation of the Plans and Specifications and the procurement of the contractor for a Construction Contract for Infrastructure shall be procured and awarded pursuant to the Public Procurement Requirements. The Infrastructure shall be designed and constructed, in accordance with the requirements for constructing projects of the Municipality similar to the Projects.

(b) The Infrastructure (or any Project which is a part thereof) shall be procured in one or more parts by and in the name of the District, and Construction Contracts shall be entered into with the respondent selected in accordance with the requirements for awarding contracts pursuant to the Public Procurement Requirements and the requirements of the Municipality pertaining to projects of the Municipality similar to the Construction Contracts.

Section 2.3. None of the Developer, the Landowners or any affiliated entity have been or shall be compensated by the Municipality or the District for any costs of any Project except as provided herein.

Section 2.4. The public procurement of a Project or, at the sole discretion of the District Board, the award of a Construction Contract in the name of the District, shall occur only after the sale and delivery of the Bonds in an amount sufficient to produce Bond proceeds, together with any cash collections of Assessments or other lawfully available monies, to pay all the applicable Financeable Amounts.

Section 2.5. Unless the District Board, in its sole discretion, agrees such real property is to be acquired by the District as part of the construction of the Project, prior to publicly procuring any Construction Contract for the construction of a Project under this Article II, or at such other time as approved by the District Board or District Manager, in its or his or her discretion, the Developer, or if applicable, the Landowners, shall dedicate to the District or the Municipality, as directed by the District Manager, or, if directed by the District Manager, to such other governmental entity (as applicable), without cost, all necessary real property required for the construction, ownership and operation of the Project (the "*Necessary Public Property*"). The type, size and terms of the Necessary Public Property required for the Project shall be as provided for in the Land Development Agreement and Community Plan, as applicable, and otherwise shall be similar to the requirements for public infrastructure projects of the Municipality similar to the Project. In addition, any such dedication to the District or the Municipality, as applicable, shall occur after receipt by the District Manager of the following with respect to such Necessary Public Property, in form and substance reasonably satisfactory to the District Manager:

(a) special warranty deed, easement or other conveyance instrument acceptable in form and substance to the Municipality from the Developer, or, as applicable, the Landowners, or other land owner for such Necessary Public Property executed by an authorized officer of the Developer, Landowner or other land owner (as applicable),

(ii) such environmental assessments or other evidence satisfactory to the District Manager that such Necessary Public Property does not contain environmental contaminants which make such Necessary Public Property unsuitable for its intended use or to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use, a plan for remediation of such contaminants, if required by the District Manager and the sources of funds necessary to accomplish such purpose, and

(iii) such other documents, instruments, approvals or opinions as the District, Municipality or other governmental entity, as applicable, may reasonably request including title reports, insurance.

Section 2.6. Plans and Specifications for the Projects which pertain to possible Construction Contracts to be entered into by the District pursuant to this Article II or to possible Acquisition Projects to be acquired pursuant to Article III shall be procured utilizing Public Procurement Requirements. The District shall not be liable for any payment or repayment to the Developer with respect to the Plans and Specifications except as provided by this Agreement.

ARTICLE III

CONSTRUCTION OF ACQUISITION PROJECTS BY THE DEVELOPER; CERTAIN MATTERS RELATED TO PLANS AND SPECIFICATIONS AND CHANGE ORDERS

Section 3.1. Subject to the terms of this Agreement including the obligation of the District under the circumstances described herein to pay the Segment Price for a Segment or the Construction Cost of any Acquisition Project as hereinafter provided, the Developer shall, at the sole cost and expense of the Developer, cause the Infrastructure (other than Infrastructure constructed by the District pursuant to Article II of this Agreement) to be constructed pursuant to the Plans and Specifications.

Section 3.2. (a) The procurement and preparation of the Plans and Specifications and the procurement of a contractor for the construction of an Acquisition Project shall be procured and awarded pursuant to the Public Procurement Requirements applicable to such Project. Construction Contracts and the construction of the Acquisition Project related thereto shall be in accordance with the requirements for constructing projects of the Municipality similar to the Acquisition Project.

(b) As between the Developer and the District and between the Developer and the Municipality, the Developer shall bear all risks, liabilities, obligations and responsibilities under each contract to prepare the Plans and Specifications and under each Construction Contract for Acquisition Projects and all risk of loss of or damage to any Acquisition Project (or any part thereof) occurring prior to the later of: the time of acceptance or the time of acquisition of such Acquisition Project (or part thereof) pursuant to Article IV.

(c) The Municipality and the District shall be named as an insured on any and all insurance policies required under the bid specifications for procurement of the Plans and Specifications or the procurement and contract terms of a Construction Contract for any Acquisition Project and as a third party beneficiary with respect to all bonds, warranties and guarantees with respect thereto.

(d) Evidence of final payment, lien releases, assignments and such other documents as required by the District Manager or District Engineer shall be provided by the Developer to the District before any acquisition pursuant to Article IV. If any liens are placed on any portion of an Acquisition Project which is the subject of a Construction Contract

or if litigation ensues between the Developer and any contractor or other person with respect to an Acquisition Project or Construction Contract pertaining to an Acquisition Project, the District shall not acquire the Acquisition Project or any portion thereof until such liens are removed or such litigation is resolved.

Section 3.3. (a) Any advertisement for bids and Construction Contract for any Acquisition Project or any advertisement for bids and contract for services relating to the preparation of any Plans and Specifications for any Acquisition Project shall clearly indicate that the Developer will be the "owner" for purposes of the Construction Contract or contract for such Plans and Specifications and shall include the following language: **"THE WORK WHICH IS THE SUBJECT OF THE BID IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT AMONG DEVELOPER (ACTING FOR ITSELF AND ON BEHALF OF CERTAIN LANDOWNERS), THE CITY OF MESA, ARIZONA, AND EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2 (CITY OF MESA, ARIZONA) PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL BIDDER WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM."**

(b) Each Construction Contract or contract for such Plans and Specifications shall provide that the respective contractors shall not have recourse, directly or indirectly, to the Municipality or the District for the payment of any costs pursuant to such Construction Contract or contract for such Plans and Specifications or any liability, claim or expense arising therefrom and that the Developer shall have sole liability therefor. Notwithstanding the foregoing, each Construction Contract or contract for Plans and Specifications shall provide for the assignment of all insurance, warranties, guarantees and owner's rights to the District and the Municipality upon acquisition of the Acquisition Project.

Section 3.4. The Developer shall provide for inspection of Work performed under any Construction Contract by the Engineers and, if applicable the Municipality. The District and, if applicable, the City, shall comply with the inspection review time periods described in A.R.S. § 48-728.

Section 3.5. Any change order to any Construction Contract or contract for Plans and Specifications shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order or the aggregate of any change order and all previously approved change orders is expected to increase the contract amount of a Construction Contract in excess of ten percent (10%), is for work not reasonably related to the scope of work in the Construction Contract or is a material change to the scope of the Project shall be the subject of the same approval requirements that a change order to a construction contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Manager.

ARTICLE IV

ACQUISITION OF ACQUISITION PROJECTS FROM THE DEVELOPER

Section 4.1. (a) Subject to the other terms of this Agreement and after the District Board, exercising its sole discretion, approves a Report, the Developer shall sell to the District, and the District shall acquire from the Developer, the Acquisition Project or Segments thereof, together with (if not previously conveyed or dedicated) the Necessary Public Property, for the Construction Costs or Segment Prices, as applicable.

(b) Acquisition of an Acquisition Project or a Segment shall be financed only pursuant to Section 5.2 hereof.

(c) The District and the Municipality shall not be liable for any payment or repayment to the Developer with respect to the Acquisition Project except as provided by this Agreement.

Section 4.2. Unless the District, in its sole discretion, agrees such real property is to be acquired as part of the Project, the Developer, the Landowners or other land owner, as applicable, shall dedicate to the District or the Municipality, as directed by the District Manager, or if directed by the District Manager to such other governmental entity (as applicable), without cost, all Necessary Public Property required for the Acquisition Project or the Segment, as applicable. The type, size and terms of such Necessary Public Property required for the Acquisition Project shall be as provided for in the Land Development Agreement and Community Plan, as applicable, and otherwise shall be similar to the requirements for public infrastructure projects of the Municipality similar to the Project. Following the conveyance or dedication of Necessary Public Property to the District or Municipality, the District or Municipality shall provide any required license or other use right in respect of the Necessary Public Property conveyed or dedicated, as necessary to permit the construction of all or any remaining portion of the Acquisition Project (including performing required warranty work).

Section 4.3. The District shall pay the Construction Cost or Segment Price, as applicable, and acquire from the Developer, and the Developer shall accept the Construction Cost or Segment Price for and sell to the District, the applicable Acquisition Project or Segment described in the approved Report as provided in Section 4.1 and after receipt by the District Manager of the following with respect to such Acquisition Project or Segment, in form and substance reasonably satisfactory to the District Manager:

- (a) the Certificate of the Engineers;
- (b) the Conveyance;
- (c) special warranty deed, easement, map of dedication, plat or other conveyance instrument for all Necessary Public Property, executed by an authorized officer of the Developer, Landowner or other land owner, or, if applicable, evidence that all Necessary Public Property pertaining to the Segment or the Acquisition Project, as applicable, has been

conveyed to the District or dedicated to the Municipality or other governmental body, as applicable, pursuant to Section 2.5 of this Agreement;

(d) the assignment of all applicable contractors' and materialmen's warranties and guarantees as well as payment and performance bonds;

(e) a letter of acceptance issued by the Municipality and by its terms subject specifically to recordation of the Conveyance which is the subject of such letter;

(f) if applicable, executed agreements pertaining to the Developer's maintenance obligation for such Acquisition Project or Segment; and

(g) such other documents, instruments, insurance, warranties or approvals as may reasonably be requested by the District Manager, or as may be required by the Municipality for projects similar to the Acquisition Project, including, with respect to any real property related to the Acquisition Project or Segment, title reports and evidence satisfactory to the District Manager that such real property does not contain environmental contaminants which make such real property unsuitable for its intended use or, to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such real property will be made suitable for its intended use and the sources of funds necessary to accomplish such purpose.

ARTICLE V

FINANCING OF COSTS OF PROJECTS AND PLANS AND SPECIFICATIONS

Section 5.1. (a) Any amounts due pursuant to a Construction Contract wherein the District is the "owner" for purposes of such Construction Contract shall comply with the provisions of Article II of this Agreement.

(b) For any Construction Contract wherein the District is the "owner" for purposes thereof, until the requirements set forth in Article II of this Agreement are satisfied, the District shall not have any obligation to pay any amounts pertaining to any Work or Construction Contract or Plans and Specifications relating thereto.

Section 5.2. (a) To provide for the financing of the acquisition of an Acquisition Project or a Segment thereof as described in Article III of this Agreement, the Developer shall submit a Report pertaining to such Acquisition Project or Segment to the District Board for its approval, which Report the District Board may approve or reject, exercising its sole discretion. If the Report is rejected, explanations for the rejection shall be provided and the Developer will be given the opportunity to address the District Board's concerns and resubmit the Report for the District Board's consideration. Notwithstanding the approval of the Report, the issuance of District Bonds or the District's levy of taxes or assessments shall require District Board approval, which approval or denial may be exercised by the District Board in its sole discretion. Prior to the sale of the Bonds, the Segment Price of that Acquisition Project or Segment shall be paid by the Developer subject to the payment terms of this Agreement.

(b) If the District's issuance of Bonds for the financing of the acquisition of an Acquisition Project is approved, as soon as possible after the sale and delivery of the Bonds, the amount advanced by the Developer for the Construction Cost or Segment Price of an Acquisition Project or a Segment thereof shall, subject to the requirements of Sections 4.2 and 4.3, be paid to the Developer from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Neither the District nor the Municipality shall be liable to the Developer, the Landowners or any other land owner (or any contractor or assigns under any Construction Contract) for payment of any Construction Cost or Segment Price except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that Bonds will be issued, can be sold or that sufficient available, unrestricted proceeds from the sale of the Bonds shall be available to pay any Construction Cost or Segment Price. In the event there are not sufficient Bond proceeds to pay all of the Construction Cost or Segment Price, nothing contained herein shall preclude the Developer from including the unpaid portion in a future Report or preclude the District from including the unpaid portion in a future Bond financing.

Section 5.3. The costs of any Plans and Specifications for a Project to be constructed by the District pursuant to Article II of this Agreement or for an Acquisition Project pursuant to Article III of this Agreement, and the Construction Costs of any Acquisition Project or Segment Price of a Segment may be paid only after (i) the District Board's approval of a Report submitted by the Developer, which Report the District Board may approve or reject exercising its sole discretion, (ii) the issuance, sale and delivery of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) produces Bond proceeds sufficient to pay all Construction Costs or Segment Prices, and (iii) the receipt by the District Manager of reasonable evidence of ownership of the Plans and Specifications including architectural or design materials (including memorandums, notes and preliminary and final drawings) and the related intellectual property rights (including copyright, if any) related to such Plans and Specifications, in all media, including electronic.

Section 5.4. Neither the District nor the Municipality shall be liable to the Developer, the Landowners or any other land owner (or any contractor or assigns under any Construction Contract) for payment of any Construction Costs or Segment Price or for the costs of Plans and Specifications except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such Construction Costs or Segment Price or the costs of such Plans and Specifications. In the event there are not sufficient Bond proceeds to pay all of the Construction Costs or Segment Price, or the costs of such Plans and Specifications, nothing contained herein shall preclude the Developer from including the unpaid portion in a future Report or preclude the District from including the unpaid portion in a future Bond financing.

ARTICLE VI

MATTERS RELATING TO THE ASSESSMENT BONDS AND THE GENERAL OBLIGATION BONDS AND OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1. (a) Upon dates established by the District Manager in his discretion at the request of the Developer, the District Board shall consider Reports submitted by the Developer and if the District Board, exercising its sole discretion, approves such Report, the District Board, in its sole discretion, may take all such reasonable action necessary for the District to issue and sell, pursuant to the provisions of the Act and the CFD Guidelines, the Bonds in accordance with the expected method of financing, including the nature and timing of the issuance of the Bonds, if any, set forth in the Report.

(b) If the Assessment Bonds or the General Obligation Bonds, as applicable, are not issued or if the available, unrestricted proceeds of the sale of the Assessment Bonds or the General Obligation Bonds are insufficient to pay any or all of the amounts due described in Sections 5.1(a), or 5.2(b), there shall be no recourse against the District or the Municipality for, and neither the District nor the Municipality shall have liability with respect to, such amounts so due or the Construction Costs or Segment Prices for the Acquisition Project, except from the available, unrestricted proceeds of the sale of the Bonds, if any and as applicable. In the event there are not sufficient Bond proceeds to pay all of the Construction Cost or Segment Price, nothing contained herein shall preclude the Developer from including the unpaid portion in a future Report or preclude the District from including the unpaid portion in a future Bond financing. Notwithstanding anything contained in this Agreement, any Report or the Land Development Agreement, Bonds shall not be issued to pay the Financeable Amount of any Project that does not meet the reimbursement eligibility requirements set forth in Section 7.1.

(c) The District Board may, exercising its sole and absolute discretion, subject to the other terms and conditions of this Agreement and the CFD Guidelines, issue Assessment Bonds and General Obligation Bonds in such amounts and bearing such terms as are set forth in the Report and approved by the District Board in its sole discretion (which may vary from certain terms of the CFD Guidelines). In accordance with the CFD Guidelines, generally the District shall not issue the Assessment Bonds or any series of the General Obligation Bonds unless the Assessment Bonds or the General Obligation Bonds, as applicable, shall receive one of the four highest investment grade ratings by a nationally recognized bond rating agency or shall be sold to entities, who the District Board determines, in their sole discretion, possess the necessary sophistication to evaluate the risks associated with an investment in the Bonds, in other than a "public sale" (as such term is used in the Act) and with restrictions on subsequent transfer thereof under such terms as the District Board shall, in their sole discretion, approve. In accordance with the CFD Guidelines, the District Board, in its sole and absolute discretion, may evaluate and authorize a marketing plan for the Assessment Bonds and the General Obligation Bonds, as applicable, that differs from the provisions of this Agreement and the CFD Guidelines.

(d) All costs of issuance related to the issuance, sale and delivery of the General Obligation Bonds and the Assessment Bonds shall be paid by Developer, unless otherwise approved by the District Board, in its sole and absolute discretion. On a case by case

basis, the District Board may require the Developer to pay an additional amount related to an Assessment Bond or General Obligation Bond transaction for District staff time to process the transaction.

(e) The District may enter into agreements with the Treasurer of Maricopa County, Arizona, for the collection of ad valorem property taxes, special assessment installment payments, and other fees and charges imposed by the District. The Developer shall consent, as applicable, to the modification of any Assessment Bond or General Obligation Bond financing transaction structure as necessary to comply with such collection agreement between the County Treasurer and the District, including, without limitation, agreeing to the application of proceeds of the General Obligation Bonds and the Assessment Bonds to capitalized interest.

Section 6.2 (a) The total aggregate principal amount of all of the series of the General Obligation Bonds shall not exceed \$70,000,000, during the term of this Agreement. The General Obligation Bond authorization shall not expire, but the Developer's ability to request reimbursement from proceeds of the sale of General Obligation Bonds is limited as described in Article VII hereof.

(b) A series of the General Obligation Bonds shall only be issued if the debt service therefor is reasonably projected to be amortized from amounts generated by a tax rate of not to exceed \$3.85 per one hundred dollars (\$100.00) of net assessed limited property valuation of taxable property within the boundaries of the District as indicated on the certified tax roll for the current tax year; provided, however, and notwithstanding the foregoing, General Obligation Bonds may be issued if authorized by the District Board, in its sole discretion, where a tax rate greater than \$3.85 is necessary to pay the combined debt service of a proposed and any outstanding General Obligation Bonds if other sources of revenue or security acceptable to the District Board, in its sole discretion, is provided to secure the payment of debt service on the General Obligation Bonds.

(c) For purposes of the foregoing, a delinquency factor for tax collections equal to the greater of five percent (5%) or the historic, average, annual, percentage delinquency factor for the District calculated at or near the time of the issuance of the General Obligation Bonds shall be assumed; all property in the District owned by the Developer or any entity owned or controlled (as such term is used in the Securities Act) by the Developer shall be assigned the last certified assessed value such property had when categorized as "vacant" for purposes of net assessed limited property valuation and the debt service for any outstanding series of the General Obligation Bonds theretofore issued shall be taken into account in determining whether such tax rate will produce adequate debt service tax collections; provided, however, and without limiting the District's sole discretion pertaining to a decision whether to issue Bonds, the District and the Developer shall use their best efforts to issue the first series of the General Obligation Bonds no later than necessary to have the debt service tax rate of \$3.85 appear on the first tax bill applicable to any single family residential dwelling unit to be located within the boundaries of the District to be owned by other than the Developer or any entity owned or controlled (as such term is used in the Securities Act) by the Developer or any homebuilder to whom the Developer or any entity owned or controlled (as such term is used in the Securities Act) by the Developer sells property within the boundaries of the District.

(d) If requested in the Report and determined to be necessary in the sole discretion of the District Board, the "sale proceeds" of the sale of such series of General Obligation Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on that series of the General Obligation Bonds, in an amount not to exceed the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

Section 6.3. (a) The District Board shall, from time to time and in its sole discretion, take all such reasonable action necessary for the District to levy Assessments and to issue and sell, pursuant to the provisions of the Act and the CFD Guidelines, Assessment Bonds, in an amount not to exceed the Financeable Amount. The Developer and Landowners shall consent to and assist with necessary actions for the District to levy Assessments and issue and sell Assessment Bonds, including, without limitation, entering into waiver and development agreements pertaining to formation of assessment districts and levying Assessments. The Developer's ability to request reimbursement from proceeds of the Assessment Bonds is limited as described in Article VII hereof.

(b) (1) The Assessments shall be levied based on the Financeable Amount, but in any case shall, subject to Section 6.3(d), not exceed \$3,500 per single family residential lot with an expected improved residential average assessor's full cash value of \$250,000 or less and not exceed \$5,500 per single family residential lot with an expected improved residential average assessor's full cash value between \$250,000 and \$500,000, and in no event greater than \$10,000 per single family residential lot. The Developer shall submit data and other information pertaining to the expected average full cash value of the improved residential parcel, such as comparable sales prices, per foot construction costs, or independent estimates or appraisals.

(2) The Assessments may be levied pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as amended, as nearly as practicable and except as otherwise provided herein, upon all of the Assessed Property in an amount equal to the Financeable Amount based on the benefits to be received by and as allocated to the Assessed Property and shall be collected pursuant to the procedures prescribed by A.R.S. §§ 48-599 and 48-600 as nearly as practicable.

(3) The Developer, the Landowners and any other land owners shall accept the Assessments which are in an amount not more than the Financeable Amount against the Assessed Property and have the Assessments allocated and recorded against the Assessed Property; provided, however, that the District Board may modify the Assessments after the Assessments have been assessed to correspond to subsequent changes, modifications or subdividing of the Assessed Property but in no case shall the aggregate total of all Assessments be reduced below a total necessary to provide for debt service for the corresponding Assessment Bonds.

(4) In the event of nonpayment of any of the Assessments, the procedures for collection thereof and sale of the applicable portion of the Assessed Property prescribed by A.R.S. §§ 48-601 through 48-607 shall apply, as nearly as practicable, except that

neither the District nor the Municipality is required to purchase any of the Assessed Property at the sale if there is no other purchaser.

(5) Assessments on single family residential lots may be prepaid at any time and the Assessment Bonds secured by such Assessments shall provide for redemption on any interest payment date, without penalty or premium, unless the District approves different prepayment terms, such approval shall be deemed granted if different prepayment terms are set forth in approved bond proceedings. To prepay in whole or in part the applicable portion of any of the Assessments, the following shall be paid in cash to the District: (I) the interest on such portion to the next date Bonds may be redeemed plus (II) the unpaid principal amount of such portion rounded up to the next highest multiple of \$1,000 plus (III) any premium due on such redemption date with respect to such portion plus (IV) any administrative, engineering or other fees charged by the District with respect thereto.

(6) The Developer, the Landowners and any other land owners hereby acknowledge that lenders and other parties involved in financing future improvements on the Assessed Property (including mortgages for single family residences) may require that liens associated with the Assessments (or applicable portions thereof) be paid and released prior to accepting a lien with respect to any such financing.

(c) (1) This Agreement shall be construed to be an express consent by the Developer and all land owners that with respect to the issuance of any Assessment Bonds (I) the District may, with respect to the Assessed Property, incur costs and expenses necessary to complete the Work and (II) the District may levy and collect the Assessments in amounts sufficient to pay the Financeable Amount, including the Work, but not in excess of the Financeable Amount.

(2) The mailing to the governing body of the Municipality of the Estimate and the Plans and Specifications in the form of the Report pursuant to A.R.S. § 48-715, shall satisfy the filing requirements of A.R.S. § 48-577.

(d) At the time of a limited or a private sale of the Assessment Bonds, an appraisal prepared by an MAI appraiser must show that the bulk, wholesale value of each parcel comprising the Assessed Property with all of the Infrastructure described in the Report, and to be financed by the Assessment Bonds and/or for which performance bonds have been obtained, in place as of the date of valuation has a value to lien ratio at least four (4) times as much as the principal amount of the Assessment Bonds assessed to such parcel. In the case of a public sale of Assessment Bonds, an appraisal prepared by an MAI appraiser must show that the bulk, wholesale value of each parcel comprising the Assessed Property with all of the Infrastructure described in the Report, and to be financed by the Assessment Bonds and/or for which performance bonds have been obtained, in place as of the date of valuation has a value to lien ratio at least six (6) times as much as the principal amount of the assessment bonds assessed to such parcel.

(e) If requested in the Report and determined to be necessary in the sole discretion of the District Board, the proceeds of the Assessment Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt

service on the Assessment Bonds, in an amount not to exceed the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto. Payment from such reserve shall not effect a reduction in the amount of the Assessments, and any amount collected with respect to the Assessments thereafter shall be deposited to such reserve to the extent the Assessments are so paid therefrom.

(f) The proceeds of the sale of the Assessment Bonds may include an amount sufficient to fund interest accruing on such series of the Bonds for a period equal to the time for completion of the Work plus six (6) months.

ARTICLE VII

ACCEPTANCE BY THE MUNICIPALITY AND REIMBURSEMENT ELIGIBILITY

Section 7.1. Upon satisfaction of the terms for acceptance of the Infrastructure established by the Municipality, and compliance with the provisions set forth in this Agreement and in the Land Development Agreement, the Municipality shall accept such Infrastructure. Unless previously paid by the proceeds of the District's Bonds, if sufficient Bond proceeds are available, the District shall, simultaneously with the acceptance, pay the related Project Construction Cost or Segment Price. If sufficient Bond proceeds are not available, the Municipality shall accept such Infrastructure, subject to the right of the Developer within the immediately succeeding ten (10) years from the date of acceptance to seek reimbursement from the District for the advance of Project Construction Costs and/or Segment Prices made by the Developer for the benefit of the District from future Bond proceeds; provided, if the Developer seeks reimbursement there shall be deducted from the reimbursement amount the amount, if any, expended by the Municipality or the District for the purposes described in Section 1.7(b)(3). The Project shall be accepted by the Municipality subject to the conditions pursuant to which facilities such as the Projects so constructed are typically accepted by the Municipality including for purposes of the maintenance and operation thereof, except as otherwise provided in the Land Development Agreement, and all warranties. Unless previously dedicated and approved for public use by the Municipality, after acceptance the Project or Segment shall be made available for use by the general public.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. (a) The Developer shall indemnify and hold harmless each Indemnified Party for, from and against any and all losses, claims, damages or liabilities, joint or several, arising from any challenge or matter relating to the formation, activities or administration of the District (including the establishment of the Assessed Property), or the carrying out of the provisions of this Agreement (but not for any matters which are related to infrastructure which is not part of the Infrastructure), including particularly but not by way of limitation for any losses, claims or damages or liabilities (A) related to the levy or collection of any tax or assessment which pays or secures any Bonds; (B) related to the offer or sale of Bonds; (C) any alleged violation of the Securities Act or the Securities Exchange Act of 1934 or Arizona Securities Laws; and (D) related to any Construction Contract or Project constructed pursuant to

a Construction Contract, prior to expiration of the warranty period referenced below, including claims of any contractor, vendor, subcontractor or supplier.

(b) Section 8.1(a) shall, however, not be applicable to any of the following:

(1) matters involving any gross negligence or willful misconduct of any Indemnified Party and, notwithstanding anything herein to the contrary, any loss, claim, damage or liability suffered by or threatened against the Municipality or the District based on the alleged or actual negligence of any independent contractor or counsel in the performance of services on behalf of the Municipality or the District, as applicable,

(2) any loss, claim, damage or liability for which and to the extent there is insurance coverage, procured for the benefit of the District (excluding any self-insurance or coverage provided pursuant to any insurance contracts obtained by the Municipality in the course of its normal business and not specifically for community facility district purposes) which names the District as an insured or beneficiary, in order to provide insurance against the errors and omissions of the District Board or the other representatives, agents or employees of the District and any loss, claim, damage or liability that is covered by any commercial general liability insurance policy or other financial security instrument actually procured which names the District as an insured or beneficiary and, with respect to any loss, claim, damage or liability based on the alleged or actual negligence of any independent contractor or counsel in the performance of services on behalf of the Municipality or the District to the extent of any professional liability or other similar insurance coverage maintained by such independent contractor or counsel. In the event that the insurance available to the Indemnified Party is insufficient to reimburse the Indemnified Party for its actual losses, claims, damages or liabilities, then the Indemnified Party has a right to indemnification from the Developer, but only to the extent that indemnification by the Developer will be secondary to, and in excess of, the insurance available pursuant to this Section 8.1(b)(2) of the Indemnified Party.

(3) defects in any Infrastructure that are not known to the Developer and are discovered one (1) year or more following acceptance thereof by the Municipality (or, if applicable, other governmental entity),

(4) matters arising from or involving any breach of this Agreement by the District or any other Indemnified Party,

(5) the activities or administration of the District with respect to Bonds or Infrastructure that is not the result of a Report submitted by the Developer,

(6) the levy and collection of any tax or assessment in order to pay O/M Expenses which the Developer is not obligated to pay or any such levy and collection in order to provide for the payment of Bonds which were not issued and sold as the result of a Report submitted by the Developer,

(7) the offer or sale of any Bonds which are not the result of a Report submitted by the Developer, or

(8) the claims of any contractor, vendor, subcontractor or supplier under any Acquisition Project Construction Contract or Construction Contract which is not initiated, or is not the subject of an approved Report submitted, by the Developer.

(c) An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Developer, notify the Developer in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of the Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the Developer, but the omission to notify the Developer of any such action shall not relieve the Developer from any liability that the Developer may have to such Indemnified Party otherwise than under this section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Developer of the commencement thereof, the Developer may, or if so requested by such Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and the Developer (it being understood that, except as hereinafter provided, the Developer shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from the Developer to such Indemnified Party of an election so to assume the defense thereof, the Developer shall not be liable to such Indemnified Party under this section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that unless and until the Developer defends any such action at the request of such Indemnified Party, the Developer shall have the right to participate at its own expense in the defense of any such action. If the Developer shall not have employed counsel to defend any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to the Developer (in which case the Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Developer.

Section 8.2. To the extent permitted by applicable law, the District shall indemnify, defend and hold harmless each Indemnified Party for, from and against any and all liabilities, claims or demands for injury or death to persons or damage to property arising from in connection with, or relating to the performance of this Agreement. The District shall not, however, be obligated to indemnify the District Indemnified Parties with respect to damages caused by the negligence or willful misconduct of the District Indemnified Parties. The District shall not indemnify, defend and hold harmless the Municipality with respect to matters relating to public infrastructure owned by the Municipality.

Section 8.3. The District shall maintain primary general liability and public official liability insurance for the District and each member of the board of directors of the District with limits of \$1,000,000 per occurrence or claim, an annual aggregate liability of \$3,000,000 and defense costs not included in the limits. An additional \$2,000,000 of excess insurance shall be maintained above such primary underlying limits. The deductible associated with the insurance obtained for the District and the members of the board of directors shall not be more than \$10,000 per occurrence or claim. Such insurance shall be procured in accordance with the CFD Guidelines.

ARTICLE IX

PAYMENT OF CERTAIN EXPENSES AND COSTS

Section 9.1. (a) To provide for expenses and costs required to administer the General Obligation Bonds and the levy and collection of *ad valorem* taxes for payment of the debt service for any General Obligation Bonds and any purposes otherwise related to such activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and may be paid from amounts available from the tax levy described in Section 6.2(b).

(b) To provide for the payment of expenses and costs required to administer the Assessment Bonds and the levy and collection of the Assessments and any purposes otherwise related to such activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and may be paid from amounts collected for such purposes as a portion of the interest portion of the installments due with respect to the Assessments.

Section 9.2. (a) To provide for the payment of the O/M Expenses, the District Board shall levy all or a portion of the O/M Tax and shall apply the collections of the O/M Tax *first* to pay the District Expenses and *second* to pay any remaining O/M Expenses in the following priority: (1) any public infrastructure that constitutes "specialty features" or "specialty materials", except as otherwise addressed in a "Maintenance Agreement" between the Municipality and the Developer, delivered pursuant to the terms of the Land Development Agreement, (2) that portion of the costs, if any, of the operation and maintenance of any public infrastructure that exceeds the approximate amount of the costs paid by the Municipality for the operation and maintenance of similar public infrastructure owned by the Municipality, (3) any public infrastructure, which under the Land Development Agreement, will be the responsibility of the Developer, or if applicable, an HOA (as defined herein), following the dedication and acceptance by the Municipality, and (4) any public infrastructure following the dedication and acceptance by the Municipality.

(b) Provided the District has levied or will levy in the Fiscal Year the maximum authorized tax rate for the O/M Tax, and to the extent the collections of the O/M Tax are not sufficient to pay the O/M Expenses, the Developer or, if approved by the District Manager in his sole discretion, in lieu of the Developer, a homeowners association or similar association (an "*HOA*"), shall be liable and obligated to pay to the District on May 1 of each year of the District the amount of any shortfall indicated in the District Budget for the next fiscal year between the projected O/M Tax revenues for the Fiscal Year and the aggregate amount of the O/M Expenses for such Fiscal Year (the "*Shortfall*"), including any amount required because of any Shortfall in the prior Fiscal Year as provided in such District Budget and no matter how such shortfall was otherwise funded. Notwithstanding the foregoing, solely for purposes of determining the obligations of the Developer (or, if applicable, the HOA) pursuant to this Section 9.2(b), no portion of the O/M Expenses attributable to: (1) items described in clause (4) of Section 9.2(a) above; or (2) District Insurance Expense that either: (i) exceeds \$50,000.00 per Fiscal Year, or (ii) after fifteen (15) years from the date the District initially incurs a District Insurance Expense, exceeds \$0.00, shall be included in the amount of O/M Expenses in

calculating the Shortfall. Without limitation of the foregoing, the Developer's obligation to pay any Shortfall in O/M Expenses shall terminate upon expiration of the Developer's Exclusive Period.

Section 9.3. The Developer shall be obligated to promptly deposit with the Municipality and, if and when formed, the District such amounts and, at such times as are required by the CFD Guidelines (for example, without limitation, a \$75,000 initial deposit, additional \$25,000 deposits from time to time, and at no time shall the balance fall below \$25,000, all as further described in the CFD Guidelines), provided, in no event shall the Developer be required, after formation of the District, to deposit amounts in excess of the estimated Shortfall, or portion thereof, which the Developer are obligated to pay for the next succeeding Fiscal Year. Upon the request of the Developer, an accounting will be made to the Developer of all amounts spent for the Initial Expenses, to date. Amounts paid pursuant to this Section by the Developer which may be reimbursed under applicable law to the Developer from the proceeds of the sale of Bonds shall, at the request of the Developer and to the extent of available amounts therefor, be included as part of the uses of the Bond proceeds.

ARTICLE X

MISCELLANEOUS

Section 10.1. None of the Municipality, the District or the Developer (acting for itself and on behalf of the Landowners) shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes of the Internal Revenue Code of 1986, as amended.

Section 10.2. (a) To provide evidence satisfactory to the District Manager that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future be outstanding, the Disclosure Statement shall be signed by each subsequent owner of real property in the District and such executed Disclosure Statement shall be provided to the District as set forth below; provided, however, that the Disclosure Statement may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Manager and the Developer. The failure to provide any subsequent owner of real property in the District the Disclosure Statement will not relieve the Developer, the Landowners or any other owner of real property in the District from the payment of any District tax, assessment, fee or charge.

(b) The Developer shall, or shall require that the owners or each homebuilder to whom the Developer has sold land (including the Landowners):

(1) cause any purchaser of land to sign the Disclosure Statement upon entering into a contract for purchasing such land;

(2) provide a copy of each fully executed Disclosure Statement to be filed with the District Manager; and

(3) provide such information and documents, including audited financial statements to any necessary repository or depository, but only to the extent necessary for the underwriters of the Bonds to comply with Rule 15c2-12 of the Securities Exchange Act of 1934.

Section 10.3. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. To the extent applicable, upon any bankruptcy or dissolution of the Developer, the Developer's interest herein may be assigned by a bankruptcy judge or other court of competent jurisdiction to a subsequent purchaser, receiver or trustee, who shall have the ability to seek reimbursement from the District's Bonds as otherwise described herein.

Section 10.4. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10.5. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto; provided, however, that an amendment signed by only the Developer (acting for itself and on behalf of the Landowners) and the District shall be effective against the Developer, the Landowners and the District only if such amendment does not amend any right, benefit or obligation of the Municipality and an amendment signed by the Developer (acting for itself and on behalf of the Landowners), the District and the Municipality shall be effective against the Developer, the Landowners, the District and the Municipality, as applicable, with respect to any amendment that does amend the Municipality's rights, benefits or obligations under this Agreement. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 10.6. (a) The Developer on behalf of itself and all other parties having an interest in the Property (including the Landowners) intends to encumber the Property with the following agreements and waivers. The Developer, acting for itself and on behalf of the Landowners, agrees and consents to all the conditions imposed by this Agreement and the Land Development Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value to the Property the owner of the Property may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement, the Land Development Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) permitted by this Agreement or the Land Development Agreement to be enacted, adopted or applied by the Municipality or the District now or hereafter. The Developer, acting for itself and on behalf of the Landowners, acknowledges and agrees the terms and conditions set forth in this Agreement and the Land Development Agreement cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the

Property caused by any future land use laws, rules, ordinances, resolutions or actions permitted by this Agreement or the Land Development Agreement and adopted or applied by the Municipality or the District to the Property. Notwithstanding the foregoing, the waivers and agreements of this Section 10.6 shall not impair the Developer's vested rights established by the Land Development Agreement or the vested rights, if any, resulting from the application of the common law to the development of the Property.

(b) The Developer acknowledges and agrees that Developer's development of the Property is not dependent upon the formation of the District or District financing. The Developer is not in any manner relying, to its detriment or otherwise, on the Municipality forming the District or, if the District is formed, to issue Bonds or, if Bonds are issued, issue any additional series of Bonds, levy any tax or assessment, or otherwise in any manner finance the costs of any Project.

Section 10.7. This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 10.8. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 10.9. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10.10. The Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of the Developer in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, from the Developer arising as the result of this Agreement. The Developer has not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of the Developer in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

Section 10.11. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of the agreement of the District, the Municipality and the Developer to the termination hereof, December 31, 2058, or the date on which all of the Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 10.12. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been

received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:	City of Mesa, Arizona Attn: Christopher J. Brady, City Manager 20 East Main Street, Suite 850 Mesa, Arizona 85211 (480) 644-2066 (Telephone) comanager@mesaaz.gov (Email)
If to the District:	Eastmark Community Facilities District No. 2 (City of Mesa, Arizona) c/o City of Mesa, Arizona Attn: James Smith, City Attorney P.O. Box 1466 Mesa, Arizona 85211 (480) 644-2343 (Telephone) james.smith@mesaaz.gov (Email)
If to Developer:	Dea McDonald, Project Manager DMB Mesa Proving Grounds LLC c/o Brookfield Residential Arizona 14646 N. Kierland Blvd., Suite 270 Scottsdale, Arizona 85254 (480) 367-7000 (Telephone)
With a copy to:	Rebecca L. Burnham, Esq. Greenberg Traurig, LLP 2375 East Camelback Road, Suite 700 Phoenix, Arizona 85016 (602) 445-8251 (Telephone)

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.13. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.14. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 10.15. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law; provided, further, the provisions of this Agreement shall be subject to and governed by the terms and provisions of the terms and

provisions of this Agreement and the applicable terms and provisions of the Land Development Agreement, Community Plan and the CFD Guidelines, as provided in Section 1.2 hereof.

Section 10.16. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the Developer shall on behalf of the Municipality and the District record a copy of this Agreement with the County Recorder of Maricopa County, Arizona.

Section 10.17. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 10.18. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of *Force Majeure*, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time.

Section 10.19. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed unless specifically otherwise limited as provided herein.

Section 10.20. (a) Notwithstanding any provision of this Agreement to the contrary, no act, requirement, payment, or other agreed upon action to be done or performed by the Municipality or the District shall be required to be done or performed by the Municipality or the District, respectively, unless and until said formal action of the City Council and the District Board, respectively, has been taken and completed. This Agreement in no way acquiesces to or obligates the Municipality or the District to perform a legislative act.

(b) Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (hereinafter referred to as the "*Cure Period*") after written notice thereof from any other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, any non-defaulting party shall have all rights and remedies that are set forth in the next subsection.

(c) Except as provided in subsection (b), the parties shall be limited to the remedies and the dispute resolution procedure set forth in this subsection and subsection (d). Any decision rendered by the Panel (as hereinafter defined) pursuant to the provisions of subsection (d) shall be binding on the parties unless and until a court of competent jurisdiction

renders its final decision on the disputed issue, and if any party does not abide by the decision rendered by the Panel during the pendency of an action before the court of competent jurisdiction or otherwise (if no court action), any other party may institute an action for money damages on the issues that were the subject of the Panel's decision and/or any other relief as may be permitted by law.

(d) (1) If an event of default is not cured within the Cure Period, any non-defaulting party may institute the dispute resolution process set forth in this subsection (hereinafter referred to as the "*Process*") by providing written notice initiating the Process (hereinafter referred to as the "*Initiation Notice*") to the defaulting party.

(2) Within fifteen (15) days after delivery of the Initiation Notice, each involved party shall appoint one person to serve on an arbitration panel (herein referred to as the "*Panel*"). Within twenty-five (25) days after delivery of the Initiation Notice, the persons appointed to serve on the Panel shall themselves appoint one person to serve as a member of the Panel. Such person shall function as the chairman of the Panel.

(3) The remedies available for award by the Panel shall be limited to specific performance, declaratory relief and injunctive relief.

(4) Any party can petition the Panel for an expedited hearing if circumstances justify it. Such circumstances shall be similar to what a court would view as appropriate for injunctive relief or temporary restraining orders. In any event, the hearing of any dispute not expedited shall commence as soon as practicable, but in no event later than forty-five (45) days after selection of the chairman of the Panel. This deadline can be extended only with the consent of all parties to the dispute or by decision of the Panel upon a showing of emergency circumstances.

(5) The chairman of the Panel shall conduct the hearing pursuant to the Center For Public Resources' Rules for Non-Administered Arbitration of Business Disputes then in effect. The chairman of the Panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence, consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The chairman of the Panel upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court (hereinafter referred to as the "*Court*") to have a protective order entered as may be appropriate to confirm such orders of the chairman of the Panel.

(6) The hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in the State.

(7) The Panel shall, within fifteen (15) days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with this Agreement and the laws of the State.

(8) Any involved party may appeal the decision of the Panel to the Court for a *de novo* review of the issues decided by the Panel, if such appeal is made within thirty (30) days after the Panel issues its decision. The remedies available for award by the Court shall be limited to specific performance, declaratory relief and injunctive relief. The decision of the Panel shall be binding on both parties until the Court renders a binding decision. If a non-prevailing party in the Process fails to appeal to the Court within the time frame set forth herein, the decision of the Panel shall be final and binding. If one party does not comply with the decision of the Panel after a final ruling by the Court if the decision of the Panel is appealed, then another party shall be entitled to exercise all rights and remedies that may be available under law or equity, including without limitation the right to institute an action for money damages related to the default that was the subject of the Panel's decision and the provisions of this subsection shall not apply to such an exercise of rights and remedies.

(9) All fees and costs associated with the Process before the Panel, including without limitation the fees of the Panel, other fees, and the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party or parties. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Panel. Similarly, all fees and costs associated with an appeal to the Court or any appellate court thereafter, including without limitation, the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Court.

Section 10.21. To ensure that the Developer and its subcontractors are complying with the warranty under subsection 10.22 below, the Developer's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Developer and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Developer's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Developer's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 10.22 below. To the extent necessary for the District to audit Records as set forth in this subsection, the Developer and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to the Developer pursuant to this Agreement. The Developer and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give the Developer or its subcontractors reasonable advance notice of intended audits. The Developer shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

Section 10.22. To the extent applicable under § 41-4401, Arizona Revised Statutes, the Developer and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under § 23-214(A), Arizona Revised Statutes. The Developer's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

Section 10.23. The Developer certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

Section 10.24. In accordance with A.R.S. § 48-702(B), the Developer described the process for designation of the two additional District Board members in its application requesting formation of the District. Pursuant to the Act, on the expiration of the term of an additional appointed board member, or if a vacancy occurs because of death, resignation, or inability of either of the additional appointed members to discharge the duties of a board member, the Municipality will appoint a person designated by the Developer to fill the position. Upon completion of development of the Project, as certified by the Developer or its successor, the Municipality will appoint a person designated by the homeowners' association for the Project to fill the District Board member position.

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of the Developer their signatures, all as of the day and year first written above.

CITY OF MESA, ARIZONA, a municipal corporation

By: _____
John Giles, Mayor

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by John Giles, as Mayor of the City of Mesa, Arizona, a municipal corporation under the laws of the State of Arizona.

Notary Public

(Affix Seal Here)

ATTEST:

Dee Ann Mickelson, City Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the Municipality who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

James Smith, City Attorney

**EASTMARK COMMUNITY
FACILITIES DISTRICT NO. 2 (CITY OF
MESA, ARIZONA)**

By: _____
John Giles, Chairman, District Board

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by John Giles, as Chairman of the District Board of Eastmark Community Facilities District No. 2, an Arizona community facilities district.

Notary Public

(Affix Seal Here)

ATTEST:

Dee Ann Mickelson, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

James Smith, District Counsel

DEVELOPER:

DMB MESA PROVING GROUNDS, LLC, a
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a Delaware limited
liability company

Its: Manager

By: Brookfield Eastmark, LLC, a Delaware limited
liability company

Its: Administrative Member

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark, LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark, LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

ACKNOWLEDGEMENT AND CONSENT TO PETITION AND FORMATION OF
EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2 AND AD VALOREM TAX
BOND AUTHORIZATION

Reference is made to that certain Development, Financing Participation, Waiver and Intergovernmental Agreement for Eastmark Community Facilities District No. 2, dated as of _____, 2018 (the "*CFD Development Agreement*"), by and among the City of Mesa, Arizona (the "*City*"), the Eastmark Community Facilities District No. 2 (the "*District*"), and DMB Mesa Proving Grounds, LLC (the "*Developer*"), to which this Acknowledgement and Consent is attached. All capitalized terms used and not otherwise defined in this Acknowledgement and Consent shall have the meanings set forth in the CFD Development Agreement. The undersigned Landowners, as the owners of all the Property comprising the District, have had the opportunity and right to review the terms and provisions of the CFD Development Agreement and the General Plan of the District, and each such Landowner hereby consents to, and agrees that such Landowner and all future owners or holders of any interest in the Property shall be bound by, the terms and provisions of this Agreement. Without limiting the generality of the foregoing, each of the undersigned Landowners expressly consents to the following: (a) the submission to the Clerk of the City of a Petition for Formation and Petition for Adoption of Resolution Ordering and Declaring Formation of the District and, further, the taking of all incidental and related actions by the City, the Developer and the District, to form the District in accordance with the provisions of this Agreement and the Act; (b) the adoption and recordation of the CFD Development Agreement; (c) an election to consider approval of a general obligation bond authorization of \$70,000,000 and, to pay debt service on such bonds as may be issued by the District, levy of an ad valorem tax on taxable property in the District and, further, the taking of all incidental and related actions by the Developer and the District, from time to time, to authorize such levy of *ad valorem* taxes and issuance of *ad valorem* tax bonds in accordance with the provisions of this Agreement and the Act; (d) the levy of an annual ad valorem tax of \$.30 per \$100 of net assessed limited property valuation of taxable property in the District to apply to operations and maintenance expenses of the District; and (e) the taking of all necessary and incidental actions by the Developer and the District, from time to time, to form Assessment Districts within the District and levy Assessments in accordance with the provisions of this Agreement and the Act. Each of the undersigned Landowners further consents to the waiver by the City and, as applicable, the District of any and all requirements of posting, publication, mailing, notice, hearing and landowner election with respect to the formation of the District.

Each of the undersigned Landowners warrants that it has the requisite authority to enter into this Consent of Landowners and bind the Property and, to the best of its knowledge, no other consents are required; provided, without limitation of the foregoing, the undersigned Landowners shall execute and deliver to the City, the District and the Developer, upon request, all further assurances and waivers as may be required by the District and the Act to give full effect to this Agreement, each of which further assurances shall, upon such execution, delivery and recording, be deemed incorporated herein and have the same priority as this Agreement.

[signatures appear on following pages]

Signature Page to Consent of Landowners

Dated: _____, 2018

ASHTON WOODS ARIZONA L.L.C., a Nevada
limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Ashton Woods Arizona L.L.C., a Nevada limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

JEN ARIZONA 31 LLC, an Arizona limited
liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
JEN Arizona 31 LLC, an Arizona limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____, and by _____, the _____ of Shea Homes Limited Partnership, a California limited partnership.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

WOODSIDE HOMES SALES AZ, LLC, a
Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Woodside Homes Sales AZ, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

TAYLOR MORRISON/ARIZONA, INC., an
Arizona corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Taylor Morrison/Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

LENNAR ARIZONA, INC., an Arizona
corporation

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Lennar Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to Consent of Landowners

Dated: _____, 2018

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association.

(Seal and Expiration Date)

Notary Public in and for the State of _____

CONSENT TO PETITION AND FORMATION OF EASTMARK COMMUNITY FACILITIES
DISTRICT NO. 2 (CITY OF MESA, ARIZONA)
AND TO ASSIGNMENT OF DEVELOPER INTEREST TO LENDER

Reference is made to that certain Development, Financing Participation, Waiver and Intergovernmental Agreement for Eastmark Community Facilities District No. 2, dated as of _____, 2018 (the "**CFD Development Agreement**"), by and among the City of Mesa, Arizona (the "**City**"), the Eastmark Community Facilities District No. 2 (the "**District**"), and DMB Mesa Proving Grounds, LLC ("**Developer**") acting for itself and on behalf of the Landowners (as defined in the CFD Development Agreement), to which this Consent and Agreement is attached. All capitalized terms used and not otherwise defined in this Acknowledgement and Consent shall have the meanings set forth in the CFD Development Agreement. The undersigned Lender is a lienholder with an interest in property proposed to be included in the District and hereby consents to (a) the submission to the Clerk for the City of a Petition for Formation and Petition for Adoption of Resolution Ordering and Declaring Formation of the District, (b) the adoption and recordation of the CFD Development Agreement, (c) an election to consider approval of a general obligation bond authorization of \$70,000,000 and, to pay debt service on such bonds as may be issued by the District, levy of an ad valorem tax on taxable property in the District, and (d) levy of an annual ad valorem tax of \$.30 per \$100 of net assessed limited property valuation of taxable property in the District to apply to operations and maintenance expenses of the District. Lender further consents to the waiver by the City of any and all requirements of posting, publication, mailing, notice, hearing and landowner election with respect to the formation of the District.

Reference is further made to (a) that certain Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement), dated ____, 20__ (the "**Lender Deed of Trust**"), and recorded on ____, 20__ as Instrument No. 20__ - ____ in the Official Records of Maricopa County, Arizona, by and among DMB, as Trustor, [First American Title Insurance Company], as Trustee ("**Trustee**"), and [Wells Fargo Bank, National Association], as Lender ("**Lender**") [[and (b) that certain Collateral Assignment of Development Agreement, dated ____, 20__, by and among DMB and Lender (the "**Lender Collateral Assignment**")]]. Pursuant to Section 10.3 of the CFD Development Agreement, the City and the District hereby acknowledge and consent to the grant, transfer, conveyance and assignment to Lender and the Trustee, for the benefit and security of Lender, as applicable, of all rights and interests of Developer, now or hereafter existing, in, to and under the CFD Development Agreement and in respect of the District, in accordance with and subject to the Lender Deed of Trust and the Collateral Assignment. The City and the District acknowledge and agree that, in the event Lender or another party acquires (as the case may be, the "**Successor Owner**") Developer's interest in the Property or any portion thereof pursuant to the Lender Deed of Trust or pursuant to a deed in lieu of foreclosure thereof, the City and District shall (x) recognize the Successor Owner as the successor to Developer under the CFD Development Agreement, (y) accept all performance by such Successor Owner under the CFD Development Agreement and in respect of the District, and (z) perform in favor of Successor Owner all of their respective obligations

otherwise accruing to Developer under the CFD Development Agreement and in respect of the District.

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
a national banking association

By: _____

Name: _____

Its: _____

Date: _____

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

 The foregoing Acknowledgement and Consent was acknowledged before me this
_____ day of _____, 2018, by _____, the
_____ of Wells Fargo Bank, National Association, a national banking
association.

Notary Public

My commission expires:

CITY OF MESA, ARIZONA,
a municipal corporation

By: _____
John Giles, Mayor

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Acknowledgement and Consent was acknowledged before me this _____ day of _____, 2018, by John Giles, as Mayor of the City of Mesa, Arizona, a municipal corporation under the laws of the State of Arizona.

Notary Public

EASTMARK COMMUNITY
FACILITIES DISTRICT NO. 2 (CITY OF MESA,
ARIZONA),
an Arizona community facilities district

By: _____
John Giles, Chairman,
District Board

STATE OF ARIZONA)
) ss. ;-
COUNTY OF MARICOPA)

The foregoing Acknowledgement and Consent was acknowledged before me this _____ day of _____, 2018, by John Giles, as Chairman of the District Board of Eastmark Community Facilities District No. 2, an Arizona community facilities district.

Notary Public

ATTACHMENTS:

- EXHIBIT A - Legal Description Of The Property
- EXHIBIT B - Description Of Infrastructure
- EXHIBIT C - Form Of Certificate Of Engineers For Conveyance Of Acquisition Project
or Segment Of Project
- EXHIBIT D - Form Of Conveyance Of Acquisition Project or Segment Of Project
- EXHIBIT E - Form Of Disclosure Statement

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT**

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE

- a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.
- (b) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.
- (c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.
- (d) Highways, streets, roadways and parking facilities, including all areas for vehicular use for travel, ingress, egress and parking.
- (e) Areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking.
- (f) Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.
- (g) Landscaping, including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.
- (h) Public buildings, public safety facilities and fire protection facilities.
- (i) Lighting systems.
- (j) Traffic control systems and devices, including signals, controls, markings and signage.
- (k) Equipment, vehicles, furnishings and other personalty related to the items listed in this paragraph.
- (l) Operation and maintenance of the items listed in clauses (a) through and including (k) above.

**FORM OF CERTIFICATE OF ENGINEERS FOR
CONVEYANCE OF ACQUISITION PROJECT
OR SEGMENT OF ACQUISITION PROJECT**

(insert description of Acquisition Project/Segment)

We the undersigned, being Registered Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Eastmark Community Facilities District No. 2 (hereinafter referred to as the "District"), and the engineer employed by _____ (hereinafter referred to as the "Developer"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement (Eastmark Community Facilities District No. 2), dated as of _____ 1, 2018 (hereinafter referred to as the "Agreement"), by and among the District, the City of Mesa, Arizona and DMB Mesa Proving Grounds, LLC, an Arizona limited liability company, as the Developer, that:

4. The Developer filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Acquisition Project or Segment with the District Engineer and the Municipality.

5. The Developer obtained and has supplied to the District evidence of good and sufficient performance and payment bonds or such other equivalent payment and performance financial guarantees acceptable to the District Manager and the District Engineer in connection with such Acquisition Project or Contract.

DATED AND SEALED THIS ____ DAY OF _____, 20__.

By _____
District Engineer

[P.E. SEAL]

By _____
Engineer for the Developer

[P.E. SEAL]

[Confirmed for purposes of Section 3.5 of the
Development Agreement by

Manager for Eastmark Community Facilities
District No. 2]

***[THIS WILL BE REQUIRED
FOR EVERY SEGMENT ACQUIRED
WITH PROCEEDS OF THE
SALE OF THE BONDS!!!]***

* To be inserted if the provisions of Section 3.5 hereof are applicable to the respective
Segment of the Project

FORM OF CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT

(Insert description of Acquisition Project/Segment)

KNOW ALL MEN BY THESE PRESENTS THAT:

[Insert description of Acquisition Project/Segment]

D-1

TO HAVE AND TO HOLD the Property, as described above, unto the Municipality, its successors and assigns forever; and the Developer does hereby bind itself and its successors and assigns to forever warrant and defend the title against the acts of the Developer and no others, subject to the matters set forth above.

The Developer further binds itself and its successors and assigns to execute and deliver at the request of the District such other or additional instruments of transfer, bills of sale, conveyances or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the conveyance to the District of the Property as described above, subject to the matters set forth above.

This Conveyance is made pursuant to such Development Agreement and the Developer hereby agrees that the amounts specified above and paid [or promised to be paid*] to the Developer hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to the Developer under such Development Agreement except as above provided.

The Developer, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Developer has the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. The Developer is not a party to any written or oral contract which adversely affects this Conveyance.
3. The Developer is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
4. The Developer is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.
5. The person(s) executing this Conveyance on behalf of the Developer has full authority to do so, and no further official action need be taken by the Developer to validate this Conveyance.
6. The facilities conveyed hereunder are all located within public rights-of-way or public utility or other public easements dedicated by deed or dedicated by map of dedication, plat or otherwise.

IN WITNESS WHEREOF, the Developer has caused this Conveyance to be executed and delivered this ____ day of _____, 20__.

By _____

Title _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__ by _____, of _____, a _____, on behalf of said corporation.

Notary Public

Typed/Printed Name of Notary

(Affix Seal Here)

EXHIBIT E
FORM OF DISCLOSURE STATEMENT
EASTMARK COMMUNITY FACILITIES DISTRICT
NO. 2
DISCLOSURE STATEMENT

DEVELOPER Mesa Proving Grounds LLC, a Delaware limited liability company (“**Developer**”), in conjunction with the City of Mesa, Arizona (the “**City**”), have established a community facilities district (the “**CFD**”) within the planned community development known as Eastmark®. The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability and a separate special assessment lien liability for each residential property owner in Eastmark.

HOW THE CFD WORKS

On _____, 2018, the Mayor and Council of the City formed the CFD consisting of approximately ____ acres of land in Eastmark. An election was held on _____, 2018, at which time the owners of the property within the CFD voted to authorize up to \$70,000,000 of *ad valorem* tax bonds to be issued over time by the CFD to finance the acquisition or construction of public infrastructure improvements benefitting principally land within the CFD. The proceeds of separate special assessment lien bonds will be used to finance acquisition or construction of public infrastructure improvements benefitting principally designated areas within the CFD. Such improvements have been or will be dedicated to the City upon acquisition or construction of such public infrastructure by the CFD. The City will operate and maintain such improvements.

WHAT WILL BE FINANCED?

The CFD has been established to finance, at the request of Developer, not more than \$____,000,000 in public infrastructure improvements within the CFD, including financing costs related to such improvements, through *ad valorem* tax bonds to be issued to finance the acquisition and construction of public infrastructure benefitting principally land within the CFD. [The CFD issued \$____,000 of its General Obligation Bond Series 201_ on _____, 201_.

In addition, a special assessment bond has been issued in the amount of \$____,000 to finance the acquisition of completed public infrastructure, consisting of roadway, sewer, water, storm drain, signage, street light, landscape and related improvements benefitting principally the land area depicted on Attachment 1 hereto (“**Assessment Area** ____”). The lot and residence for which this Disclosure Statement is provided is located in Assessment Area ____.

Developer may be reimbursed from CFD bond proceeds for eligible public infrastructure improvements for up to ten (10) years after the date of acceptance of such infrastructure by the City.

PROPERTY OWNERS' TAX AND ASSESSMENT LIABILITY

The obligation to retire the *ad valorem* tax bonds will become the responsibility of all property owners in the CFD through the payment of *ad valorem* property taxes collected by the Maricopa County Treasurer in addition to all other property tax payments. The CFD has levied a \$3.85 per

\$100.00 of net assessed limited property value tax rate for the District's current fiscal year 2017- 2018 to provide for repayment of the *ad valorem* tax bonds. The CFD has also levied a \$0.30 per

\$100.00 of net assessed limited property value tax rate to provide for the payment of certain administrative expenses and operation and maintenance of the public infrastructure improvements financed by the CFD ("**O/M Tax**").

Although the *ad valorem* tax rate levied by the CFD to retire the *ad valorem* tax bonds is not limited by law, beginning this fiscal year, the rate of the *ad valorem* tax is not expected to exceed a rate of \$3.85 per \$100.00 of net assessed limited property value for as long as any *ad valorem* tax bonds are outstanding. However, in the event of declining assessed values or significant delinquencies in the collection of *ad valorem* taxes, the *ad valorem* tax rate could increase above the rate that would generate the same levy as would have been generated under a rate of \$3.85 per

\$100.00 of net assessed limited property value. **Accordingly, there can be no guarantee *ad valorem* tax rates will not be increased to provide for repayment of such *ad valorem* tax bonds in the future.**

The obligation to retire the special assessment bonds issued to finance the acquisition of the completed public infrastructure benefitting principally Assessment Area _ will be the responsibility of all property owners in Assessment Area _ through the collection of installments of assessment liens of \$_,_00 per lot levied by the CFD. It is anticipated that such assessment lien will be collected by the Maricopa County Treasurer through its standard *ad valorem* property tax collection process.

IMPACT OF ADDITIONAL CFD PROPERTY TAX AND ASSESSMENTS

The following illustrates the estimated additional annual *ad valorem* tax liability imposed by the CFD, based on a range of residential values within Eastmark and a combined \$4.15 tax rate for the current fiscal year 20__-20__ (the \$3.85 tax rate to retire the *ad valorem* tax bonds plus the \$0.30 O/M Tax rate):

**Assumed Value
of Residence**

**Estimated Annual
Additional CFD Tax Liability***

\$____,000
\$____,000
\$____,000
\$____,000
\$____,000
\$____,000
\$____,000

\$

***Assumptions:**

1. *Improved residential property assessment ratio will remain at 10%.*
2. *The estimated total ad valorem tax amount is computed by multiplying the \$4.15 per \$100 of assessed limited property value times the estimated limited tax rate of property value times the improved residential property assessment ratio. The actual limited property value is determined by the Maricopa County Assessor.*

The estimated annual assessment lien liability imposed by the CFD in the Assessment Area, in addition to the *ad valorem* tax liability described above, is \$_____.

Additional information regarding the description of public infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City of Mesa City Clerk's office.

Your signature below acknowledges that you have read this Disclosure Statement at the time you made your decision to purchase property at Eastmark and signed your purchase contract and that you understand the property you are purchasing will be taxed and separately assessed to pay the CFD bonds described above and issued in the future and taxed to pay the CFD operation, administration and maintenance expenses.

Home Buyer Signature/Date

Home Buyer Printed Name

IF PURCHASING JOINTLY OR OTHERWISE WITH ANOTHER PARTY:

Home Buyer Signature/Date

Home Buyer Printed Name

Builder Name: _____

Parcel No. _____

Lot No. _____

**UPON EXECUTION, MAIL DIRECTLY
TO: CFD DISTRICT CLERK, CITY OF
MESA
20 E. MAIN STREET
MESA, AZ 85201**

APPENDIX 11

GENERAL PLAN

When recorded return to:

Mr. Zachary D. Sakas
Gust Rosenfeld P.L.C.
1600 E. Washington Street, Suite 1600
Phoenix, AZ 85004

**GENERAL PLAN
FOR THE PROPOSED
EASTMARK COMMUNITY FACILITIES DISTRICT NO. 2
(MESA, ARIZONA)**

To: Clerk, City of Mesa, Arizona

For the purposes of Section 48-702(D), Arizona Revised Statutes, as amended, the following is the general plan for the proposed captioned district:

Article I.

**GENERAL AREA TO BE IMPROVED WITHIN THE
PROPOSED CAPTIONED DISTRICT**

All that area described in Exhibit A attached hereto and made a part hereof for all purposes shall comprise the area to be benefitted. The public infrastructure improvements shall be constructed in public rights-of-way or easements located both within and outside the areas described in Exhibit A hereto and shall result in a beneficial use principally to the area described in Exhibit A hereto.

Article II.

**GENERAL DESCRIPTION OF THE PUBLIC INFRASTRUCTURE
IMPROVEMENTS FOR WHICH THE PROPOSED CAPTIONED
DISTRICT IS PROPOSED TO BE FORMED**

The proposed District is being formed to finance public infrastructure and public infrastructure purposes authorized by Arizona Revised Statutes §48-701, *et seq.*, as amended and which are the subject of that certain Pre-Annexation and Development Agreement (Mesa Proving Grounds), recorded on November 13, 2008 in the Official Records of the Maricopa County Recorder as Instrument No. 2008-0974930, as thereafter amended, that certain Community Plan adopted by the City on November 3, 2008 as Ordinance No. 44893, and as described in Exhibit B attached hereto (collectively, the “Public Infrastructure”), provided, in the sole discretion of the Board of Directors of the District to the extent the same is in addition to the Public Infrastructure described in the Pre-Annexation and Development Agreement, Ordinance 44893 and in Exhibit B attached hereto, the Public Infrastructure may include any of the following:

- (a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.
- (b) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.
- (c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.
- (d) Highways, streets, roadways and parking facilities, including all areas for vehicular use for travel, ingress, egress and parking.
- (e) Areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking.
- (f) Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.
- (g) Landscaping, including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.
- (h) Public buildings, public safety facilities and fire protection facilities.
- (i) Lighting systems.
- (j) Traffic control systems and devices, including signals, controls, markings and signage.
- (k) Equipment, vehicles, furnishings and other personalty related to the items listed in this paragraph.
- (l) Operation and maintenance of the items listed in clauses (a) through and including (k) above.

Signature Page to General Plan

DATED AS OF: November 28, 2018

DMB MESA PROVING GROUNDS, LLC, a
Delaware limited liability company

By: DMB/Brookfield Eastmark LLC, a Delaware limited
liability company

Its: Manager

By: Brookfield Eastmark, LLC, a Delaware limited
liability company

Its: Administrative Member

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Brookfield Eastmark LLC, a Delaware limited liability company, and the Administrative Member of DMB/Brookfield Eastmark LLC, a Delaware limited liability company, and a Member of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

ZDS:zds 3407558.1 11/29/2018

[Signature Page to Eastmark CFD No. 2 General Plan]

Signature Page to General Plan

ASHTON WOODS ARIZONA L.L.C., a
Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Ashton Woods Arizona L.L.C., a Nevada limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to General Plan

JEN ARIZONA 31 LLC, an
Arizona limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of JEN Arizona 31 LLC, an Arizona limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to General Plan

SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____, and by _____, the _____ of Shea Homes Limited Partnership, a California limited partnership.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to General Plan

WOODSIDE HOMES SALES AZ, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of Woodside Homes Sales AZ, LLC, a Delaware limited liability company.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to General Plan

TAYLOR MORRISON/ARIZONA, INC., an
Arizona corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Taylor Morrison/Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____

Signature Page to General Plan

LENNAR ARIZONA, INC., an Arizona
corporation

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, the _____ of
Lennar Arizona, Inc., an Arizona corporation.

(Seal and Expiration Date)

Notary Public in and for the State of _____