

RESOLUTION NO. CFD CD RES _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF CADENCE COMMUNITY FACILITIES DISTRICT (CITY OF MESA, ARIZONA), AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS, SECOND SERIES 2019; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT, A PURCHASE CONTRACT RELATING TO THE BONDS, A CONTINUING DISCLOSURE UNDERTAKING, AND CERTAIN OTHER DOCUMENTS SECURING THE PAYMENT OF OR RELATING TO THE BONDS; RATIFYING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE BONDS; APPROVING A FINAL OFFICIAL STATEMENT RELATING TO THE BONDS; LEVYING AN AD VALOREM TAX ON TAXABLE PROPERTY IN THE DISTRICT; AWARDING THE BONDS TO THE PURCHASER THEREOF; APPOINTING A REGISTRAR, TRANSFER AGENT AND PAYING AGENT FOR THE BONDS; AUTHORIZING THE TAKING OF OTHER ACTIONS SECURING THE PAYMENT OF AND RELATING TO THE BONDS; AND ADOPTING WRITTEN TAX COMPLIANCE PROCEDURES RELATED TO THE DISTRICT'S TAX-ADVANTAGED OBLIGATIONS.

BE IT RESOLVED by the Board of Directors (the "*District Board*") of Cadence Community Facilities District (City of Mesa, Arizona) (the "*District*") as follows:

1. Findings.

(a) Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Enabling Act*"), and a resolution adopted by the District Board, an election was ordered and called to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote on January 4, 2016 (the "*Election*") the question of authorizing the District Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District.

(b) The District Board canvassed the Election and resolved that such general obligation bonds were authorized to be issued.

(c) Pursuant to the Enabling Act, the District Board has caused the preparation of a feasibility report dated September 5, 2019 (the "*Feasibility Report*"), of the feasibility and benefits of one or more projects relating to certain public infrastructure and public infrastructure purposes (each as defined in the Enabling Act) provided for in the General Plan of the District and to be financed with proceeds of the sale of a portion of the District's general obligation bonds (collectively, the "*Project*"), such Feasibility Report having been prepared by or on behalf of the District and including a description of certain public infrastructure and public infrastructure purposes to be acquired and other information useful to understand the Project, a map showing, in general, the location of the Project, the costs of constructing the Project, an estimate of the cost to acquire, operate and maintain the Project, a map or description of the area to be benefited by the Project, and a plan and expected method for financing the Project,

including the nature and timing of the issuance of bonds, if any. A public hearing on the Feasibility Report was held September 5, 2019, after provision of publication of notice of the hearing as provided by law, and, pursuant to the Enabling Act and by resolution adopted on September 5, 2019, the Feasibility Report was ratified and approved in all respects.

(d) The District Board has determined, exercising its sole and absolute discretion, to authorize the issuance of the District's General Obligation Bonds, Second Series 2019 (the "*Bonds*"), to provide funds for all or a portion of the public infrastructure and public infrastructure purposes provided for in the Enabling Act, the Development, Financing Participation and Intergovernmental Agreement for Cadence Community Facilities District by and among the City of Mesa, Arizona (the "*City*"), the District, and PPGN Holdings, LLLP (the "*Company*"), acting for itself and on behalf of the landowners described therein, dated November 19, 2015 (the "*Development Agreement*"), as thereafter supplemented and amended, and the Feasibility Report, to the extent authorized in the Election.

(e) Upon issuance of the Bonds, the District Board shall (1) enter in its minutes a record of the Bonds sold and their numbers and dates and (2) levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

(f) Pursuant to the Enabling Act, the District has also determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of October 1, 2019 (the "*Registrar/Paying Agent Contract*"), or such other date as set forth in the hereinafter defined Purchase Contract for the sale of the Bonds, between the District and UMB Bank, n.a., as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*" as the case may be), to secure and process the issuance, registration, transfer and payment of, the Bonds. The District Board has determined by this resolution to authorize the issuance of the Bonds and, in order to provide terms for, to secure, and to provide for authentication and delivery of the Bonds by the Registrar, to authorize the execution and delivery of the Registrar/Paying Agent Contract.

(g) There have been placed on file with the Clerk of the District (the "*District Clerk*") and presented in connection herewith (1) the proposed form of the Registrar/Paying Agent Contract, (2) the proposed form of the Purchase Contract relating to the Bonds (the "*Purchase Contract*"), by and between the District and Stifel, Nicolaus & Company, Incorporated (the "*Underwriter*"), (3) the proposed form of the Preliminary Official Statement relating to the Bonds (the "*Preliminary Official Statement*"), and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement for the Bonds (the "*Final Official Statement*"), and (4) the proposed form of the Continuing Disclosure Undertaking relating to the Bonds, to be dated the date of delivery thereof (the "*Undertaking*"). The documents described in clauses (1) through (4), inclusive, of this paragraph are referred to, collectively, as the "*Bond Documents*."

(h) The District Board hereby finds and determines that (1) the amount of indebtedness evidenced by the Bonds does not exceed the estimated cost of the public infrastructure improvements plus all costs connected with the public infrastructure purposes and issuance and sale of the Bonds to be financed therewith as indicated in the Feasibility Report and (2) the total aggregate outstanding amount of the general obligation bonds of the District, including the Bonds, does not exceed sixty percent (60%) of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the Bonds, all as provided in the Enabling Act.

2. Approval of Issuance and Sale of Bonds.

(a) The Bonds are hereby authorized to be issued as a series of general obligation bonds of the District to be designated “*Cadence Community Facilities District (City of Mesa, Arizona) General Obligation Bonds, Second Series 2019*” in an aggregate principal amount of not to exceed \$1,500,000. The series designation of the Bonds may change if the Bonds are sold in a later calendar year at the discretion of the District Board, and such series designation shall be reflected in the Purchase Contract. The Bonds shall be in fully-registered form only, shall be dated as of their date of initial issuance and shall bear interest at rates and mature on the dates and in the amounts as set forth in the Purchase Contract. The Bonds shall initially be held under the Book-Entry-Only System, as described herein, and in authorized denominations of \$5,000 of principal each and integral multiples of \$5,000 in excess thereof, or such other authorized denominations as provided in the Purchase Contract. If the Book-Entry-Only System is discontinued, the Bonds will continue to be in authorized denominations. The first interest payment date will be as set forth in the Purchase Contract, and interest will be payable semiannually thereafter on each succeeding January 15 and July 15 (each such date shall be referred to as an “*Interest Payment Date*”) during the term of the Bonds. The interest rate on the Bonds shall not exceed eight percent (8.00%), and the final maturity of the Bonds shall be no later than July 15, 2044 (or such later date as set forth in the Purchase Contract that is not greater than twenty-five (25) years from the issuance date of the Bonds).

(b) The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Paying Agent. Interest due on the Bonds on each Interest Payment Date shall be payable by check mailed, when due, to the persons (the “*Owners*”) in whose names the Bonds are registered by the Registrar at the close of business on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally in the place of payment or in the city where the principal corporate trust office of the Paying Agent is located (a “*Business Day*”)) next preceding the applicable Interest Payment Date, or, if such day is not a Business Day, the previous Business Day (the “*Record Date*”).

(c) In the event that interest is not paid on an Interest Payment Date, the Registrar shall establish a special record date for the payment of such interest, if and when funds for the payment of such interest have been received. Notice of the special record date and of the scheduled payment date of the past due interest will be sent at least ten (10) days prior to

the special record date, to the address of each Owner appearing on the Register (as defined herein).

(d) The Bonds shall have such additional terms and provisions as are set forth in the Purchase Contract and in the form of Bond attached hereto as Exhibit A, which is attached hereto and made a part of this resolution.

3. Prior Redemption.

(a) Optional Redemption. The Bonds shall be subject to call for redemption prior to their stated maturity dates, at the option of the District, on such dates and at such redemption prices as are set forth in the Purchase Contract.

(b) Mandatory Redemption. The Bonds may be subject to mandatory redemption prior to their stated maturity dates, by lottery, at redemption prices, on such dates and in such amounts as are set forth in the Purchase Contract.

Whenever Bonds which are subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or are delivered by the District to the Registrar for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against any mandatory redemption requirements for the Bonds for such years as the District may direct.

(c) Notice. (1) So long as the Bonds are held under the book-entry-only system (the "*Book-Entry-Only System*"), notices of redemption will be sent to The Depository Trust Company, New York, New York ("*DTC*"), in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the Owners of the Bonds being redeemed at the address shown on the Register maintained by the Registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any other securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC nor any Owner to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds to which proper notice was given.

(2) Notice of any redemption of the Bonds will also be provided as required in the Undertaking, but no defect in such notice nor any failure to give all or a portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(3) If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or a Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

(d) Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

(e) Redemption of Less Than All of a Bond. The District may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, \$5,000. In that event, the registered Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount which reflects the redemption so made to be authenticated and delivered to the registered Owner thereof.

4. Form of Bonds. The Bonds shall be in substantially the form of *Exhibit A*, attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract and are approved by those officers executing the Bonds and execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall be dated the date of its authentication and registration.

5. Execution of Bonds and Other Documents.

(a) Execution of Bonds. The Bonds shall be executed for and on behalf of the District by its Chairman and attested by the District Clerk by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile, the Chairman and District Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized officer of the Registrar. The signature shall be conclusive evidence that the Bond has been authenticated and issued under this resolution.

(b) Other Documents. The District Board hereby approves the form and orders and directs the execution of the Bond Documents, each in substantially the form presented to the District Board.

The Chairman, any member of the District Board, the District Manager or the District Treasurer are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and to execute and deliver the Bond Documents in

substantially the form presented to the District Board with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The District Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical or photographic means.

6. **Mutilated, Lost or Destroyed Bonds.** In case any Bond becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the District and the Registrar in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar and the District by the Owner evidence satisfactory to the Registrar and the District that such Bond was destroyed or lost, and furnishing the Registrar and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

7. **Acceptance of Proposal.** The Bonds are hereby ordered to be sold to the Underwriter in accordance with the terms of the Purchase Contract. The actual terms of the Bonds and the Purchase Contract shall be reviewed and approved by the Chairman, any member of the District Board, the District Manager or the District Treasurer (which approval shall be deemed conclusive by the execution and delivery of the Purchase Contract by the Chairman, any member of the District Board, the District Manager or the District Treasurer).

The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale (and to direct how such proceeds shall be deposited among the funds described in Section 8).

8. **Funds and Accounts.** The District Treasurer shall create the following funds and accounts which shall be held separate and apart and used only as provided herein:

- (a) Bond Fund, which shall include:
 - (i) Principal Account;
 - (ii) Interest Account; and
 - (iii) Redemption Account.
- (b) Acquisition Fund.
- (c) Issuance and Expenses Fund.

The money deposited to the various funds and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

9. Deposits to and Application of Bond Fund.

(a) The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 19 hereof to the Bond Fund to the credit of the applicable accounts:

- (i) to the Principal and Interest Accounts, as applicable, on each January 14 and July 14 or, if either such date is not a Business Day, then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution;
- (ii) to the Redemption Account, amounts transferred from the Acquisition Fund to the extent hereinafter provided;
- (iii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and
- (iv) such other funds as the District shall, from time to time, at its option deem advisable.

The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

10. Acquisition Fund. The District shall deposit to the Acquisition Fund Bond proceeds in the amount provided in the District's Federal Tax Exemption Certificate to be executed and delivered as of the date of initial delivery of the Bonds (the "*Tax Certificate*"). Amounts on deposit in the Acquisition Fund shall be applied by the District in the amounts and to the persons approved by the District to pay all items of expense directly or indirectly relating to the cost of the Project and as described in the Feasibility Report upon acceptance of the Project by the District or the City pursuant to Article IV of the Development Agreement. Notwithstanding anything contained in this Section 10, any amounts remaining in the Acquisition Fund after three (3) years from the issuance date of the Bonds shall be transferred to the Redemption Account of the Bond Fund and applied to the redemption of Bonds.

11. Issuance and Expenses Fund. The money deposited to the Issuance and Expenses Fund, together with all investments thereof and investment income therefrom, shall be held in trust by the District. The District shall deposit to the Issuance and Expenses Fund Bond proceeds in the amounts provided in the District's Tax Certificate to be executed and delivered as of the date of initial delivery of the Bonds. Upon a request for disbursement, amounts on deposit in the Issuance and Expenses Fund shall be applied to pay all costs of the issuance and sale of the Bonds identified in a request signed by any of the Chairman of the District Board, the

District Manager or the District Treasurer. After six (6) months from the issuance date of the Bonds, the District shall transfer any moneys in the Issuance and Expenses Fund to the Acquisition Fund.

12. Investment of and Security for Funds. Money held for the credit of any fund or account herein created shall be invested pursuant to A.R.S. § 35-323.

13. Registrar and Paying Agent. Pursuant to the Registrar/Paying Agent Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration of transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Bonds.

Initially, UMB Bank, n.a., Phoenix, Arizona, will act as the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of the Owners of the Bonds and the District may act in any such capacity.

Each Paying Agent will be required to agree in writing that the amounts which are segregated by the District or deposited with the Paying Agent to pay the principal of or interest on any Bonds becoming due on any due date shall be held in trust for the benefit of the Owners of such Bonds. Amounts so segregated or deposited and held in trust shall constitute a separate trust fund for the benefit of the Owners of such Bonds entitled to such principal or interest, as the case may be. Amounts held by the District or the Paying Agent for the payment of the principal of (and premium, if any) or interest on the Bonds need not be segregated from other funds, except to the extent required by law.

The District may at any time direct any Paying Agent to pay to the District all money held by such Paying Agent, such amounts to be held by the District upon the same trusts as those upon which such money was held by such Paying Agent, and, upon such payment by any Paying Agent to the District, such Paying Agent shall be released from all further liability with respect to such money.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference herein to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a register of the Bonds (the "*Register*"), the registered Owners of the Bonds and transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register transfer, the Registrar will register the transfer on the Register if its requirements for transfer are met and will authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. Bonds presented to the Registrar for transfer after the close of

business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made to the registered Owners of the Bonds shown on the Register as of the close of business on the Record Date.

The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of fifteen (15) days before a selection of Bonds to be redeemed; if the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds.

If the District determines to have restrictions on purchase or transfer of the Bonds, such restrictions may be eliminated after the Bonds receive certain ratings from rating agencies. Such restrictions and the elimination of such restrictions, if any, shall be in the final form of the Registrar/Paying Agent Contract and the Bonds.

The Registrar shall authenticate Bonds for original issue up to \$1,500,000 in aggregate principal amount upon the written request of the District Treasurer. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the District are met.

So long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in “same-day funds” no later than the time of payment established by DTC on each interest or principal payment date (or in accordance with then existing arrangements between the District and DTC). The District previously entered into an agreement (the “*Letter of Representations*”) with DTC in connection with the issuance of its bonds and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

If the Book-Entry-Only System is discontinued, the Register will show the registered Owners. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. The Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the Register in the manner set forth in the Bonds.

If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by check mailed to the Owner thereof at the Owner’s address all as shown on the Register as of the close of business of the Registrar on the Record Date. If the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent.

If the Book-Entry-Only System is discontinued, upon written request of a registered Owner of at least \$1,000,000 in principal amount of Bonds not less than twenty (20) days prior to an Interest Payment Date, all payments of interest and, if adequate provision for

surrender is made, principal shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to a Book-Entry-Only System may be paid by the Paying Agent by wire transfer in “same-day funds”.

14. Payment of Indebtedness; Satisfaction and Discharge of Resolution.

Whenever:

(a) all Bonds theretofore authenticated and delivered have been canceled by the Registrar or delivered to the Registrar for cancellation, excluding, however:

(i) Bonds for the payment of which money has theretofore been deposited in trust with the Paying Agent as provided in Section 13,

(ii) Bonds alleged to have been destroyed, lost, or stolen which have been replaced or paid as provided in Section 6, except for any such Bond which, prior to the satisfaction and discharge of this resolution, has been presented to the Registrar with a claim of ownership and enforceability by the Owner thereof and where enforceability has not been determined adversely against such Owner by a court of competent jurisdiction,

(iii) Bonds, other than those referred to in the foregoing clauses, for the payment or redemption (under arrangements satisfactory to the Registrar for the giving of notice of redemption by the Registrar in the name and at the expense of the District) of which the District has deposited or caused to be deposited with the Paying Agent in trust for such purpose an amount (to be immediately available for payment, except in the case of Bonds excepted from the foregoing clause (ii) prior to the time the ownership and enforceability of such Bonds has been established) sufficient to pay and discharge the entire indebtedness on the Bonds for principal (and premium, if any) and interest to the date of maturity thereof, and

(iv) Bonds deemed no longer outstanding as a result of the deposit or escrow of money or Governmental Obligations or both as described in Section 15; and

(b) the District has paid or caused to be paid all other sums payable hereunder by the District, then this resolution and the lien, rights, and interests created hereby shall cease, determine, and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein or therein provided for), and the Paying Agent and each co-paying agent and separate paying agent, if any, then acting as such shall pay, assign, transfer, and deliver to the District all cash, securities, and other personal property then held by it.

(c) Notwithstanding the satisfaction and discharge of this resolution, the obligations of the District to pay the Registrar and the Paying Agent reasonable compensation for its services rendered under the Registrar/Paying Agent Contract shall survive.

(d) For purposes of this section, “*Governmental Obligations*” means (1) direct obligations of, or obligations the timely payment of principal of is fully and unconditionally guaranteed by, the United States of America or (2) obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”), provision for the payment of the principal of and premium, if any, and interest on which shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for holders of such obligations of securities described in clause (1) the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of and premium, if any, and interest on such obligations, and which securities described in clause (1) are not available to satisfy any other claim, including any claim of the Paying Agent or escrow agent, or any claim of one to whom the Paying Agent or escrow agent may be obligated which, at the time of deposit pursuant to Section 15, have been assigned ratings in the highest rating categories of S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC (“*S&P*”) and Moody’s Investors Service, Inc. (“*Moody’s*”), but in the case of both clause (1) and clause (2) of this paragraph, for purposes of Section 15, only if such obligations are non-callable prior to the maturity of the Bonds or (3) REFCORP STRIPS, which are defined as obligations, representing interest on obligations of the Resolution Funding Corporation, the payment of such interest, if other revenues are insufficient, is required to be paid from the United States Treasury, which interest obligations are stripped by the Federal Reserve Bank of New York. Governmental Obligation also includes for purposes other than Section 15, a “no load,” open-end management investment company or trust (mutual fund), registered with the federal Securities and Exchange Commission (“*SEC*”), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and which money market fund invests in short term United States Treasury obligations, agencies guaranteed by the United States, and repurchase agreements secured by the same and which money market fund has a rating by S&P of AAAm-G; AAAm; or AAm or better and a rating by Moody’s of “VMIG-1” or better.

15. Defeasance. Any Bond shall be deemed to be paid, defeased and no longer outstanding and shall have no claim on ad valorem taxes levied on taxable property in the District when payment of the principal of such Bond, plus interest thereon to the maturity thereof (whether such maturity be by reason of the stated maturity thereof or call for redemption, if notice of such call has been given or waived or irrevocable arrangements therefor satisfactory to the Paying Agent or a depository trustee have been made) shall have been provided for by depositing for such payment from funds of the District under the terms provided in this Section (1) money sufficient to make such payment or (2) money and Governmental Obligations certified by an independent accountant of national reputation to mature as to principal and interest in such amounts and at such times as shall, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom be sufficient to make such payment, provided that all necessary and proper fees, compensation, and expenses of the Paying Agent or a depository trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent

or a depository trustee. Any such deposit shall be made either with the Paying Agent or a depository trustee or, if notice of such deposit is given to the Paying Agent or a depository trustee, with a state or nationally-chartered bank with a minimum combined capital and surplus of \$50,000,000, as escrow agent, with irrevocable instructions to transfer the amounts so deposited and investment income therefrom to the Paying Agent or a depository trustee in the amounts and at the times required to pay principal of and interest on the Bonds with respect to which such deposit is made at the maturity thereof and of such interest or the stated maturity, as the case may be. In the event such deposit is made with respect to some but not all of the Bonds then outstanding, the outstanding Bonds shall be selected in the same manner as provided in Section 13 for the selection of Bonds to be redeemed.

Notwithstanding anything herein to the contrary however, no such deposit shall have the effect hereinabove described (1) if made during the existence of default hereunder of which the Paying Agent or a depository trustee has received written notice unless made with respect to all of the Bonds then outstanding and (2) unless there shall be delivered to the Paying Agent or a depository trustee an opinion of a firm of attorneys of national reputation, acceptable to the District and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such deposit shall not adversely affect any exemption from federal income taxation of interest on any Bond. Any money and Governmental Obligations deposited with the Paying Agent or a depository trustee for such purpose shall be held by the Paying Agent or a depository trustee in a segregated account in trust for the Owners of the Bonds with respect to which such deposit is made and together with any investment income therefrom, shall be disbursed solely to pay the principal of and interest on the Bonds when due. No money or Governmental Obligations so deposited pursuant to this Section shall be invested or reinvested unless in Governmental Obligations and unless such money not invested, such Governmental Obligations not reinvested, and such new investments are together certified by an independent accountant of national reputation to be of such amounts, maturities, and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make such payment. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this resolution, except for purposes of any such payment from such money or Governmental Obligations.

16. Application of Deposited Money. Money or Governmental Obligations deposited with the Paying Agent or a depository trustee pursuant to Section 15 shall constitute a separate trust fund for the benefit of the persons entitled thereto. Such money or Governmental Obligations shall be applied by the Paying Agent or a depository trustee to the payment to the Owners entitled thereto of the principal (and premium, if any) and interest for the payment of which such money has been deposited with the Paying Agent or a depository trustee

17. Other Actions Necessary. The Chairman (or any other member of the District Board in the event the Chairman is absent or unable to timely take the desired action), the District Manager, the District Treasurer, the District Clerk and the officers of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Bond Documents and the Final Official Statement,

including but without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds.

18. Distribution of Disclosure Documents. The Preliminary Official Statement may be deemed final for all purposes of SEC Rule 15c2-12, its distribution by the Underwriter is hereby authorized and approved, and any member of the District Board, the District Manager and the District Treasurer are each hereby authorized and directed to complete, execute and deliver the Final Official Statement in substantially the form of the Preliminary Official Statement with, in each case, such completions and changes as may be acceptable to such District Manager, District Treasurer or member of the District Board, and the distribution and use of the Final Official Statement by the Underwriter is hereby approved.

19. Tax Levy.

(a) For each year while any Bond is outstanding, the District Board shall annually levy and thereafter forward to Maricopa County, Arizona (the “*County*”), for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized in the Enabling Act and provided for under the Bond Documents, to pay Debt Service when due.

(b) Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service and shall be deposited in the Bond Fund for the Bonds and shall be kept separately from other funds of the District.

(c) The District Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and such other costs of the District as are permitted under “public infrastructure purposes” as provided in the Enabling Act. The District Board shall file the annual statements and estimates with the Clerk of the City and shall publish a notice of the filing of the estimate. The District Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the County Board of Supervisors and to the Department of Revenue of the State of Arizona (the “*State*”). All statutes relating to the levy and collection of State and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

20. No Obligation of City. Neither the full faith and credit nor the general taxing power of the City, the State, or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City, the State, or any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

21. Ratification of Actions. All actions of the officers and agents of the District which conform to the purposes and intent hereof and which further the issuance and sale

of the Bonds as contemplated hereby whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. Any change made in the Purchase Contract, which does not conform to the prior order or resolution of the District Board, is hereby ratified. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

22. Tax Covenants.

(a) In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by A.R.S. Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants for the benefit of the Owners from time to time of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the District or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the District in fulfilling the above covenant under the Code have been met.

(b) The District authorizes the creation of a fund which is hereinafter referred to as the “*Rebate Fund*.” The District will comply with the rebate requirement set forth in the District’s Tax Certificate delivered in connection with the delivery of the Bonds.

(c) With respect to the Bonds herein authorized to be sold, the District or a partner of Sherman & Howard L.L.C., bond counsel to the District (“*Bond Counsel*”), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

(d) The District will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. The Chairman, any member of the District Board, the District Manager or the District Treasurer is each hereby authorized to make certain truthful certifications, representations, agreements and elections as required by law to assure the purchasers and Owners of the Bonds that the proceeds of the Bonds will not be used in a manner which would or might result in the Bonds being “arbitrage bonds” under Section 148 of the Code or the regulations of the United States Treasury Department currently in effect or proposed. The certifications, representations and agreements of the District may be made by executing and delivering certificates and agreements required by the District’s Bond Counsel. The certificates and agreements shall constitute an agreement of the District to follow covenants and requirements set forth therein which may require the District to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds or limiting

the term of and yield on investments made with moneys relating to the Bonds) under certain conditions.

(e) The District further recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully-registered form in order for interest thereon to be excludable from gross income for purpose of federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form if such action would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(f) The District Board hereby authorizes the District Treasurer, or his designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, the Securities Exchange Commission and other governmental entities' requests, reporting requirements and post-issuance compliance policies and matters.

(g) The District Board hereby adopts the Written Policies Relating to Issuance and Post-Issuance Compliance Procedures for Tax-Advantaged Obligations of the District in substantially the form of Exhibit B attached hereto.

23. Qualified Tax-Exempt Obligations. The District Board may elect to designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If applicable, such designation shall be memorialized in the Tax Certificate of the District or other closing certificate of the District prepared in connection with the issuance, sale and delivery of the Bonds to the Underwriter. The District Board hereby delegates any necessary authority to the District Treasurer to consult with legal and financial advisors to the District to determine if such designation is necessary, and to modify the Bond Documents accordingly.

24. Resolution a Contract. This resolution shall constitute a contract between the District and the registered Owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered Owners of the Bonds then outstanding.

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

26. Cancellation of Agreement. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter that A.R.S. § 38-511, as amended, provides that, within three (3) years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the Registrar, the Paying Agent or the Underwriter in any

capacity or a consultant to the Registrar, the Paying Agent or the Underwriter with respect to the subject matter of the agreement.

27. **Bond Insurance.** The Chairman, any member of the District Board, the District Manager or the District Treasurer are hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Chairman, any member of the District Board, the District Manager or the District Treasurer, to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

28. **Effective Date.** This resolution shall be effective immediately.

PASSED AND ADOPTED by the Board of Directors of Cadence Community Facilities District (City of Mesa, Arizona) on September 5, 2019.

**CADENCE COMMUNITY FACILITIES
DISTRICT (CITY OF MESA, ARIZONA)**

Chairman, Board of Directors

ATTEST:

District Clerk

APPROVED AS TO FORM:

Sherman & Howard L.L.C., Bond Counsel

CERTIFICATE

I hereby certify that the above and foregoing Resolution No. CFD CD RES__ was duly passed by the Board of Directors of the Cadence Community Facilities District (City of Mesa, Arizona) at a regular meeting held on September 5, 2019, and that a quorum was present thereat and that the vote thereon was _____ ayes and _____ nays; _____ did not vote or were absent.

District Clerk

EXHIBIT A

REGISTERED

No. R-_____

REGISTERED

\$_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE DISTRICT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF ARIZONA

**CADENCE COMMUNITY FACILITIES DISTRICT
(CITY OF MESA, ARIZONA)
GENERAL OBLIGATION BOND, SECOND SERIES 2019**

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
_____%	July 15, ____	_____, 2019	12739T____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100
DOLLARS (\$_____.00)

Cadence Community Facilities District (the "District"), a community facilities district formed by the City of Mesa, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona, for value received, hereby promises to pay or cause the Paying Agent to pay to the "Registered Owner" specified above or registered assigns (the "Owner"), on the "Maturity Date" specified above unless earlier redeemed as provided herein, the "Principal Amount" specified above and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid portion thereof from the "Original Dated Date" specified above, or from the most recent "Interest Payment Date" (as defined herein) to which interest has been paid or duly provided for, until such Principal Amount is paid or the payment thereof is duly provided for at or in advance of the Maturity Date, semiannually on each January 15 and July 15 commencing _____ 15, 2020 (each an "Interest Payment Date"), at the per annum "Interest Rate" specified above. Principal, interest and any premium are payable in lawful money of the United States of America.

The "Record Date" for this bond will be the close of business on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than

a moratorium) for banking institutions generally in the place of payment or in the city where the principal corporate trust office of the Registrar is located (a “business day”)) in the month preceding the applicable Interest Payment Date, or if such day is not a business day, the previous business day.

As provided in the Bond Resolution (as defined herein), the interest, principal and redemption price payable on the Bonds shall be paid to CEDE & Co. or its registered assigns in same-day funds by the Paying Agent no later than the time established by The Depository Trust Company (“DTC”) on the date due (or in accordance with then existing arrangements between the District and DTC).

If the specified date for any such payment shall be a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally in the place of payment or in the city where the designated corporate trust office of the Paying Agent is located then such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment, except that in the event of a moratorium for banking institutions generally at the place of payment or in the city where the principal corporate trust office of the Paying Agent is located, such payment may be made on such next succeeding day except that the Bonds on which such payment is due shall continue to accrue interest until such payment is made or duly provided for.

This Bond is one of an issue of bonds of the District duly authorized to be issued by a resolution of the District’s Board of Directors adopted on September 5, 2019 (the “Bond Resolution”), and having the designation specified therein (the “Bonds”), issued and to be issued in one series under, and all equally and ratably secured, with the limitations described herein, by the Bond Resolution, to which Bond Resolution reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder of the Owners of the Bonds, the Paying Agent, and the District, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Owner of this Bond hereby consents. The Bonds are issued for the purposes described in the Bond Resolution and in strict conformity with Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the “Enabling Act”).

The Bonds are payable, equally and ratably with such other obligations of the District payable from such sources as may be outstanding from time to time and to the extent provided in the Bond Resolution, from the proceeds of an *ad valorem* tax, unlimited as to rate or amount, to be levied and collected at the same time and in the same manner as other taxes are levied and collected on all taxable property within the boundaries of the District sufficient together with any other moneys from sources available pursuant to the Enabling Act to pay Debt Service (as defined in the Enabling Act) on the Bonds when due.

Notwithstanding any provisions hereof or of the Bond Resolution, however, the obligation of the District to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Governmental Obligations (as such term is defined in the Bond Resolution) sufficient for such purpose as described in the Bond Resolution.

The Bonds are issuable as fully-registered bonds only in the denominations of \$5,000 of principal each and integral multiples of \$5,000 in excess thereof.

Optional Redemption. The Bonds maturing after July 15, 20__, are subject to redemption, at the option of the District, on any date on or after July 15, 20__ as a whole or in part, upon not more than sixty (60) nor less than thirty (30) days' prior notice given by mail as provided in the Bond Resolution, upon payment of the redemption price, which shall consist of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the bonds so redeemed from the most recent Interest Payment Date to the date fixed for redemption, but without premium.

Mandatory Redemption. The Bonds maturing on July 15, 20__, shall be redeemed on the following Redemption Dates and in the following amounts upon not more than sixty (60) nor less than thirty (30) days prior notice given by mail as provided in the Indenture, upon payment of the redemption price, which shall consist of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the Redemption Date but without premium.

Redemption Date (July 15)	Principal Amount
---------------------------------	---------------------

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Registrar for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable provided, however, that each remaining mandatory payment shall be in an amount which is an authorized denomination.

Bonds (or portions thereof) for whose redemption and payment provision is made in accordance with the Bond Resolution shall thereupon cease to be entitled to the benefits thereof and shall cease to bear interest from and after the date fixed for redemption.

If less than all the outstanding Bonds are to be redeemed, the particular Bonds of a maturity to be redeemed shall be determined by DTC pursuant to its procedures.

The Bonds shall initially be issued as a single, fully-registered bond in each stated maturity and so long as the ownership of the Bonds is maintained in book-entry form by DTC or a nominee thereof, this Bond may be transferred in whole but not in part only to DTC or a nominee thereof or to a successor securities depository or its nominee.

Neither the District nor the Paying Agent will have any responsibility or obligation to any direct participant, indirect participant or any beneficial Owner or any other person not shown on the registration books of the Registrar as being an Owner with respect to:

(1) the Bonds; (2) the accuracy of any records maintained by DTC or any direct participant or indirect participant; (3) the timely or untimely payment by DTC or any direct participant or indirect participant of any amount due to any beneficial Owner in respect of the principal or redemption price of or interest on the Bonds; (4) the delivery by any direct participant or indirect participant of any notice to any beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Owners; (5) the selection of the beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Owner.

The Owner of this Bond has no right to enforce the provisions of the Bond Resolution, or to institute action to enforce the pledge, assignment or covenants made therein or to take any action with respect to an event of default described in the Bond Resolution or to institute, appear in, or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Bond Resolution.

The liability of the District and obligations of the District pursuant to the Bond Resolution with respect to all or any portion of the Bonds may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

No covenant or agreement contained in the Bonds or in the Bond Resolution shall be deemed to be the covenant or agreement of any elected or appointed official, officer, agent, servant or employee of the District in his or her individual capacity or of any officer, director, agent, servant or employee of the Paying Agent or Owner in his or her individual capacity, and neither the members of the governing body of the District nor any official executing the Bonds, including any officer or employee of the Paying Agent, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Terms used, but not defined, herein have the meanings set forth in the Bond Resolution. Copies of the Bond Resolution are on file at the designated office of the Paying Agent, and reference is made to those instruments for the provisions relating, among other things, to the terms and source of payment and security for the Bonds, the limited liability of the District, the custody and application of the proceeds of the Bonds, the rights and remedies of the Owners of the Bonds, amendments, and the rights, duties and obligations of the District and the Paying Agent, to all of which the Owner hereof, by acceptance of this Bond, assents.

The District, the Paying Agent, and any agent of either of them may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and none of the District, the Paying Agent, and any such agent shall be affected by notice to the contrary.

NOTHING CONTAINED IN THE BOND RESOLUTION, THE BOND DOCUMENTS OR ANY OTHER INSTRUMENT SHALL BE CONSTRUED AS OBLIGATING THE CITY OF MESA, ARIZONA, OR THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION OF EITHER (OTHER THAN THE DISTRICT) OR AS

INCURRING A CHARGE UPON THE GENERAL CREDIT OF THE CITY OR THE STATE NOR SHALL THE BREACH OF ANY AGREEMENT CONTAINED IN THE BOND RESOLUTION, THE BOND DOCUMENTS OR ANY OTHER INSTRUMENT OR DOCUMENTS EXECUTED IN CONNECTION THEREWITH IMPOSE ANY CHARGE UPON THE GENERAL CREDIT OF THE CITY OR THE STATE.

Unless the Certificate of Authentication hereon has been executed by the Registrar, by manual signature, this Bond shall not be entitled to any benefit under the Bond Resolution or be valid or obligatory for any purpose.

It is hereby certified, covenanted, and represented that all acts, conditions and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding general obligation of the District have been performed, exist and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the bonds does not exceed any constitutional or statutory limitation. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. This Bond shall be construed in accordance with and governed by the laws of the State of Arizona and the federal laws of the United States of America.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed by the Chairman of its Board of Directors and attested by its District Clerk, which signatures may be manual or by facsimile signatures.

CADENCE COMMUNITY FACILITIES
DISTRICT (CITY OF MESA, ARIZONA)

By _____
Chairman, Board of Directors

ATTEST:

District Clerk

Dated: _____, 2019.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Cadence Community Facilities District (City of Mesa, Arizona) General Obligation Bonds, Second Series 2019, described in the Bond Resolution mentioned herein.

UMB BANK, n.a., as Registrar

By _____
Authorized Representative

DATE: _____, 2019.

(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian)
Custodian for _____ (Minor) Under Uniform
Gifts/Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For Value Received the undersigned, subject to the transfer restrictions described in the within Bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

(Print or typewrite Social Security or other identifying number of transferee:

_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____, attorney, to transfer the within Bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____
Signature guarantee should be made
by a guarantor institution participating
in the Securities Transfer Agents
Medallion Program or in such other
guarantee program acceptable to
the Registrar and the Paying Agent.

NOTICE: The signature(s) on this assignment
must correspond with the name(s) of the
registered owner(s) appearing on the face of
the within Bond in every particular.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT B

WRITTEN POLICIES RELATING TO ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES FOR TAX-ADVANTAGED OBLIGATIONS OF CADENCE COMMUNITY FACILITIES DISTRICT (CITY OF MESA, ARIZONA)

Date of Implementation: September 5, 2019.

INTRODUCTION

Cadence Community Facilities District (City of Mesa, Arizona) (the “Issuer”), has issued and may in the future issue, without limitation, general obligation bonds, revenue bonds, special assessment revenue bonds, tax credit bonds, leases, notes, loans and certificates (collectively, “tax-advantaged obligations”). The Issuer must comply with certain conditions, restrictions and requirements in order to establish and maintain the tax-advantaged status of such tax-advantaged obligations in accordance with the Internal Revenue Code of 1986, as amended (the “Code”). Failure to comply with such conditions, restrictions and requirements may cause the Issuer (i) to be liable to investors, (ii) to be subject to Internal Revenue Service and/or Securities and Exchange Commission enforcement actions and (iii) to lose the tax-advantaged status of its tax-advantaged obligations.

Prior to the issuance of any tax-advantaged obligations, the Issuer, its bond counsel and its financial advisor will conduct appropriate discussions and due diligence regarding the Issuer’s tax-advantaged obligations and the intended disposition of proceeds thereof. Upon the issuance of tax-advantaged obligations, the Issuer shall execute and deliver a federal tax exemption certificate or other operative documents (collectively, the “Tax Certificate”) which, in addition to these Written Policies Relating to Issuance and Post-Issuance Compliance Procedures For Tax-Advantaged Obligations (these “Policies”), is intended to facilitate the Issuer’s compliance with the Code. If any changes to the terms of tax-advantaged obligations are contemplated, bond counsel should be consulted as such changes could affect the tax-advantaged status of the tax-advantaged obligations.

RESPONSIBLE OFFICER

- A. Responsible Officer. The District Treasurer of the Issuer will have overall responsibility for ensuring that the ongoing requirements described in these Policies are met with respect to tax-advantaged obligations (the “Responsible Officer”).
- B. Additional Issuer Personnel. Any member of the Issuer’s staff with questions about the Issuer’s tax-advantaged obligations, the proceeds thereof, the projects financed thereby or these Policies should discuss such questions with the Responsible Officer. In addition, the Responsible Officer shall identify any additional Issuer staff personnel who will be responsible for each section of these Policies, notify the current holder of that office of the responsibilities, and provide that person a copy of these Policies. (For each section of these Policies, this may be the Responsible Officer or another person who is assigned the particular

responsibility.) Upon personnel transitions, new personnel should be advised of responsibilities under these Policies and ensure they understand the importance of these Policies. If personnel positions are restructured or eliminated, responsibilities should be reassigned as necessary to ensure that all sections of these Policies have been appropriately assigned.

- C. Training and Review. The Responsible Officer and other responsible personnel shall receive appropriate training that includes the review of and familiarity with the contents of these Policies, review of the requirements contained in the Code applicable to each tax-advantaged obligation, identification of all tax-advantaged obligations that must be monitored, identification of all projects (or portions thereof) financed with proceeds of tax-advantaged obligations, familiarity with the requirements contained in the Tax Certificate, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner. In addition, the Responsible Officer or other responsible personnel shall periodically review compliance with these Policies and with the terms of the Tax Certificate to determine whether any violations have occurred in order to remediate violations in a timely manner through the “remedial action” regulations or the Voluntary Closing Agreement Program available through the Internal Revenue Service (“IRS”) (or successor guidance). Such periodic review shall occur at least annually.

USE OF PROCEEDS.

The Responsible Officer or other responsible personnel will ensure detailed records are maintained for each series of tax-advantaged obligations.

- A. Investment of Proceeds. Proceeds of tax-advantaged obligations include amounts received from the sale of the tax-advantaged obligations, amounts deposited in a reserve fund and investment earnings on those amounts. Generally, proceeds of tax-advantaged obligations may not be invested at a yield higher than the yield on the tax-advantaged obligations unless during specific temporary periods outlined in the Code. Prior to the issuance of tax-advantaged obligations, the Responsible Officer and bond counsel will determine which funds may or may not qualify for a temporary period, and shall describe the applicability of any temporary periods in the Tax Certificate. If the intended use of proceeds changes from the Issuer’s reasonable expectations stated in the Tax Certificate, the Responsible Officer will discuss such changes with bond counsel.
- B. Consistent Accounting Procedures. The Responsible Officer or responsible personnel will maintain or confirm maintenance of clear and consistent accounting procedures for tracking the investment and expenditures of proceeds, including investment earnings on proceeds. If the project is partially funded with other funds, such detailed records shall also include consistent accounting procedures for tracking the allocation of expenditures between proceeds of tax-advantaged obligations and other funds.

- C. Reimbursement Allocations. No proceeds will be used to reimburse expenditures made prior to the issuance of tax-advantaged obligations unless the Issuer complies with the reimbursement requirements in the Code, including the prior declaration of intent to reimburse from proceeds. At or shortly after closing of an issue, the Responsible Officer or responsible personnel will ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.
- D. Diligent Expenditure of Proceeds. The Responsible Officer or responsible personnel is expected to exercise diligence to expend proceeds, will periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds and will monitor that sale proceeds and investment earnings on sale proceeds of tax-advantaged obligations are spent in a timely manner consistent with the requirements of the Tax Certificate and the Code. The Issuer will use or confirm requisitions to expend proceeds, and ensure that each requisition contains detailed information in order to establish when and how proceeds were spent, and will review such requisitions in advance of proceeds disbursement to minimize the need for reallocations.
- E. Final Allocation. The Responsible Officer or responsible personnel will ensure that a final allocation of proceeds (including investment earnings) to qualifying expenditures is made. Bond counsel can assist with the final allocation of proceeds to project costs. The Issuer will maintain a copy of the final allocation of proceeds in the records for the tax-advantaged obligation.
- F. Maintenance and Retention of Records Relating to Proceeds. The Responsible Officer or responsible personnel will maintain or confirm the maintenance of careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which proceeds were spent or used. These records should be maintained separately for each issue of tax-advantaged obligations, as further described herein.

USE OF FINANCED FACILITIES AND MONITORING PRIVATE BUSINESS USE.

The Responsible Officer or other responsible personnel will ensure detailed records are maintained for each series of tax-advantaged obligations to identify the projects financed in whole or in part with proceeds and must reflect the allocation of proceeds and other funds expended. Any sale or lease, or other use agreement, by a private party in a trade or business can adversely affect the tax-advantaged status of the tax-advantaged obligations. The Responsible Officer or other responsible personnel will periodically review the use of all financed facilities to ensure compliance with private use restrictions. Such review will include, without limitation, (i) identification of financed facilities and which outstanding issues financed certain facilities and in what amounts and (ii) review of contracts or arrangements with non-governmental persons or organizations or the federal government with respect to the financed facilities, including, without limitation, (w) the sale or lease of any financed facility, (x) management or services contracts relating to financed facilities, (y) research contracts or (z) public-private partnerships or any other contracts involving special legal entitlements such as naming rights. Before amending an

existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, the Issuer will consult bond counsel to review such amendment or agreement to determine whether it results in private business use.

The Issuer will establish procedures to ensure that financed facilities are not used for private use without written approval of the Responsible Officer or other responsible personnel. For each issue of tax-advantaged obligations, the Responsible Officer or responsible personnel will analyze any private business use of financed facilities and determine whether the ten percent (10%) limit on private business use (five percent (5%) in the case of “unrelated or disproportionate” private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.

The Issuer will consult bond counsel if a loan of proceeds of tax-advantaged obligations is contemplated. An entity receiving a loan of proceeds will institute policies and procedures similar to these Policies to ensure that the proceeds of the loan and the facilities financed with proceeds of the loan comply with the limitations provided in the Code. Recipients of such loans will annually report to the Issuer ongoing compliance with such policies and procedures and the requirements of the Code.

In the event the Issuer takes action that causes the tax-advantaged obligations to meet private business use test, private payment test or private loan financing test, the Responsible Officer will immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified tax-advantaged obligations of the issue or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged obligations are required to be redeemed or defeased in order to comply with remedial action rules, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits. The Issuer will retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons, as further described herein.

ARBITRAGE AND REBATE COMPLIANCE.

- A. Reports. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Form 8038-G) for each issue of tax-advantaged obligations with the IRS on a timely basis, and maintain copies of the reports including evidence of timely filing as part of the transcript of the issue. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner. The Responsible Officer shall also monitor the extent to which the Issuer is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.
- B. Investments and Temporary Periods. The Responsible Officer or other responsible personnel will review each Tax Certificate to understand the specific terms and requirements that are applicable to each tax-advantaged obligation issue. These requirements include the arbitrage yield of each issue and the “temporary periods” for each issue during which proceeds of tax-advantaged

obligations may be invested without yield restriction. Proceeds, including investment earnings, will be expended promptly after the issuance of tax-advantaged obligations pursuant to the three or five year temporary periods for investment of proceeds. After conclusion of any applicable temporary period, the Issuer will ensure that any investment of proceeds is at a yield that does not exceed the applicable yield, unless yield reduction payments can be made pursuant to the Tax Certificate. The Issuer will monitor yield restriction limitations for investments made subsequent to the issuance of tax-advantaged obligations, including investments related to refunding escrows. The Issuer will maintain appropriate records of investments, including necessary documentation to establish fair market value in compliance with IRS regulatory safe harbors.

- C. Debt Service Fund. Even after all proceeds of a given issue have been spent, the Responsible Officer or responsible personnel will ensure that debt service funds, if any, meet the requirements of a “bona fide debt service fund,” i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.
- D. Debt Service Reserve Funds. Amounts invested in reasonably required debt service reserve funds, if any, will not exceed the least of: (i) 10 percent of the stated principal amount of the tax-advantaged obligations; (ii) maximum annual debt service on the issue; or (iii) 125% of average annual debt service on the issue. Any amounts in excess of such limitation will not be treated as part of a reasonably required debt service reserve fund and will be subject to yield limitation.
- E. Rebate and Yield Reduction Payment Compliance. The Responsible Officer or other responsible personnel will review the arbitrage rebate covenants contained in the Tax Certificate. Investment earnings on proceeds at a yield in excess of the yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage. The Issuer will conduct appropriate rebate analysis, or engage a professional rebate consultant to perform such analysis. Rebate and yield reduction payment calculations and payments will be timely, and at a minimum within sixty (60) days of every fifth anniversary of the issuance and within sixty (60) days of the final payment of the tax-advantaged obligations. The Issuer will file Form 8038-T in a timely manner. The Responsible Officer or other responsible personnel will review any applicable exemption to rebate prior to each fifth anniversary of the issuance and upon final payment of the tax-advantaged obligations to determine if any facts have changed to eliminate such exemption. The Issuer will maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and

rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions.

RECORD RETENTION.

The Responsible Officer or other responsible personnel shall ensure that for each issue of tax-advantaged obligations, the transcript and all records and documents described in these Policies will be maintained while any of the tax-advantaged obligations are outstanding and during the three-year period following the final maturity or redemption of that issue, or if the tax-advantaged obligations are refunded (or re-refunded), while any of the tax-advantaged refunding obligations are outstanding and during the three-year period following the final maturity or redemption of the tax-advantaged refunding obligations. Such records shall be kept for a longer period as required by State of Arizona law. Such records and documents are described in these Policies, and include, without limitation: (i) the transcript of the original proceedings, (ii) investment of proceeds, (iii) use and allocation of proceeds, including declarations of intent to reimburse, (iv) private use of financed facilities, (v) principal and interest payments on the tax-advantaged obligations, (vi) the interest rate and arbitrage yield on the tax-advantaged obligations, (vii) compliance with reimbursement requirements, (viii) refunding of all or part of the tax-advantaged obligations, (ix) payment of arbitrage rebate or information supporting any exemption to rebate and (x) evidence of compliance with special requirements related to tax credits or direct subsidies.