

DOCUMENTATION CHECKLIST

- Tax-Exempt Lease Purchase Agreement *
- Property Schedule*
- Exhibit A Property Description
- Exhibit B Acceptance Certificate
The date of Acceptance will need to be filled in with the date the equipment is installed and accepted and the box for Bank Qualification should be signed.
- Request for Certificate of Insurance
The Insurance Certificate is required prior to funding.
- 8038-GC
The purpose of this form is to report to the IRS that we have completed a tax-exempt financing.
- Invoicing Instructions – The information you provide allows us to invoice you properly.

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Tax-Exempt Lease Purchase Agreement, Dated June 20, 2016

Accepted by Lessor:

Municipal Asset Management, Inc. 25288 Foothills Drive North Golden, CO 80401

By:

Name: Paul E. Collings

Title: President

Date:

Agreed to by Lessee:

Town of Prescott Valley 7501 E. Civic Circle Prescott Valley, AZ 86314
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By:

Name:

Title:

Date:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the date of acceptance of the Property by Lessee and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Any unpaid Lease Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request

funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement, require Lessee to within fifteen (15) days return possession of the Property to Lessor, or its agents in good working order and condition as required by this Agreement, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; (b) declare all unpaid Lease Payments during the current fiscal year of the Lease Term to be immediately due and payable, including without limitation delinquent Lease Payments from Prior budget years; (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Certification by Lessee's counsel:

The foregoing Tax-Exempt Lease Purchase Agreement has been duly authorized and executed and is legal, valid and binding.

Attorney For Lessee

Firm

Addendum to Tax-Exempt Lease Purchase Agreement Arizona Counties, Municipalities and School Districts

THIS ADDENDUM, which is entered into as of June 20, 2016 between Municipal Asset Management, Inc. ("Lessor") and Town of Prescott Valley ("Lessee"), is intended to modify and supplement the Tax-Exempt Lease Purchase Agreement between Lessor and Lessee of even date herewith (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The Agreement is further hereby amended as set forth below depending whether the Lessee is a county, municipality or school district:

- I. Additional terms applicable whether the Lessee is a county, municipality or school district:
- A. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any agreement or contract, without penalty or further obligation, made by the State of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement or contract on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or contract or any extension of the agreement or contract is in effect, an employee or agent of any other party to the agreement or contract in any capacity or a consultant to any other party of the agreement or contract with respect to the subject matter of the agreement or contract. A cancellation made pursuant to this Paragraph will be effective when Lessor receives written notice of the cancellation, unless the notice specifies a later time, in which case it will be effective on such later date. Upon the cancellation of this Agreement pursuant to this Paragraph, Lessee will surrender possession of the Equipment under each Agreement to Lessor. Lessee hereby certifies that neither Lessee nor any of its directors, officers or agents, nor any person having an interest in each Agreement by, through or under Lessee, is or has been an officer or agent of Seller or been significantly involved in initiating, negotiating, securing, drafting or creating such Agreement on behalf of Lessor. Lessee recognizes that each Agreement is entered into by Lessor in reliance upon the foregoing certification.
- B. **COMPLIANCE WITH ARIZONA LAW:** Lessor agrees to comply with the federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes Section 23-214(A), to the extent such laws and regulations are applicable to Lessor. Lessor represents, in accordance with the Arizona Revised Statutes Sections 35-391-06 and 35-393-06, that Lessor does not have scrutinized business operations in either Iran or the Sudan.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Municipal Asset Management, Inc.
By:
Name: Paul E. Collings
Title: President

Lessee: Town of Prescott Valley
By:
Name:
Title:
Attest:
By
Name:
Title:

Property Schedule 1 to Tax-Exempt Lease Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease Purchase Agreement dated as of June 20, 2016 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Term and Payments. Lease Term and Lease Payments are per the table below. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule on any Payment Date by paying the Purchase Price shown in the table below, plus any other amounts due and owing at the time of prepayment.
4. Property Cost. The total acquisition cost of the Property is 140,305.94

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price *
		140,305.94				
1	At Close	109,727.31	30,578.63	0.00	30,578.63	113,663.78
2	20-Jun-17	84,075.44	30,578.63	4,926.76	25,651.87	86,495.06
3	20-Jun-18	57,271.80	30,578.63	3,774.99	26,803.64	58,511.28
4	20-Jun-19	29,264.67	30,578.63	2,571.50	28,007.13	29,687.99
5	20-Jun-20	0.00	30,578.63	1,313.99	29,264.67	0.00
TOTALS			152,893.15	12,587.24	140,305.94	

* Purchase Price after the current lease payment has been made.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Municipal Asset Management, Inc.
By:
Name: Paul E. Collings
Title: President

Lessee: Town of Prescott Valley
By:
Name:
Title:

Attest: By
Name:
Title:

EXHIBIT A

Property Description

New TASER Equipment:

Seventy-four (74) New Tasers, Class III X26P, Yellow Handle

Seventy-four (74) Assurance Plan CEW, X26P

Seventy-two (72) Blackhawk X26P Holsters, Right

Seventy-four (74) TPPM, Tactical Pinky Extender Battery Packs, X2/X26P

Two (2) Dataport Download Kits, USB, X2/X26P

Seventy-two (72) Cartridge – 25' Hybrid

More fully described in the invoice(s) attached hereto and made a part hereof, including all present and future attachments, accessions, additions, substitutions and all proceeds thereof.

EXHIBIT B
Certificate of Acceptance to Tax-Exempt Lease Purchase Agreement

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease Purchase Agreement dated as of June 20, 2016 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

- Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. THE PRECEDING SENTENCE(S) SHALL NOT NEGATE OR OTHERWISE LIMIT ANY REPRESENTATION OR WARRANTY SEPARATELY MADE BY VENDOR PURSUANT TO ANY CONTRACTS THAT MAY EXIST WITH VENDOR.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: Town of Prescott Valley
By:
Name:
Title:

- Bank Qualification. Lessee designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Property Schedule was funded, in an amount not exceeding \$10,000,000.

Lessee: Town of Prescott Valley
By:
Name:
Title:

Request for Certificate of Insurance

(Please fill out this form and fax it to your insurance company)

TO:
Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:
Customer/Lessee Name: Town of Prescott Valley
Contact Name: James Edelstein, Deputy Chief
Telephone Number: 982-772-9261
Fax Number:

Town of Prescott Valley is in the process of financing certain equipment from Municipal Asset Management, Inc.. In order to facilitate this transaction, **please submit a Certificate of Insurance to:**

Municipal Asset Management, Inc. and its Assigns
25288 Foothills Drive North
Golden, CO 80401

Town of Prescott Valley requests that Municipal Asset Management, Inc. be listed as: "Municipal Asset Management, Inc. and its Assigns" and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to Municipal Asset Management, Inc. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Equipment (including theft and collision for Equipment consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Municipal Asset Management, Inc. is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Municipal Asset Management, Inc.
Attention: Documents Administration
Fax Number: 303-273-9505
Phone Number: 303-273-9494

Please contact the person above if you have any questions. Thank you!

Notification of Tax Treatment

Municipal Asset Management, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Municipal Asset Management, Inc.

_____ I have previously provided a completed exemption certificate to Municipal Asset Management, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: Town of Prescott Valley
By:
Name:
Title:

INVOICE INSTRUCTIONS
(This information enables us to invoice you correctly.)

Town of Prescott Valley

BILL TO ADDRESS: 7501 E. Civic Circle
Prescott Valley, AZ 86314

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

E-Mail Address:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER: 86-0356435

EQUIPMENT LOCATION (If different from Billing Address): 7601 E. Civic Circle
Prescott Valley, AZ 86314

ADDITIONAL INFORMATION NEEDED ON INVOICE:

MUNICIPAL ASSET MANAGEMENT, INC.

25288 FOOTHILLS DRIVE NORTH
GOLDEN, CO 80401
PHONE: 303-273-9494
FAX: 303-273-9505
EMAIL: PECOLLINGS@MAMGT.COM

INVOICE

INVOICE NO: 06202016M1
DATE: June 20, 2016

To: Town of Prescott Valley
Attn: James Edelstein
7501 E. Civic Circle
Prescott Valley, AZ 86314

TERMS
Due at closing

DESCRIPTION	AMOUNT
First payment for Tax Exempt Lease/Purchase Agreement dated June 20, 2016 between Municipal Asset Management, Inc. as Lessor and the Town of Prescott Valley as Lessee	\$30,578.63

TOTAL DUE	\$30,578.63
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Please make check payable to **Municipal Asset Management, Inc.** and mail it to the following address:

25288 Foothills Drive North
Golden, CO 80401

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CALL: MUNICIPAL ASSET MANAGEMENT, PAUL COLLINGS, 303-273-9494

THANK YOU FOR YOUR BUSINESS!

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶ _____			Firm's EIN ▶ _____
	Firm's address ▶ _____			Phone no. _____