



OFFICE OF THE  
**COCHISE COUNTY ATTORNEY**  
CIVIL DIVISION  
P.O. Drawer CA  
Bisbee, Arizona 85603

**EDWARD G. RHEINHEIMER**  
COCHISE COUNTY ATTORNEY  
Telephone No.: (520) 432-8700  
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**Exhibit B**  
To  
**Business Loan Agreement**  
**FORM OF DECLARATION**  
**COCHISE COUNTY**

July 3, 2012

George W. McManus, Vice President  
JPMorgan Chase Bank, N.A.  
Government Banking  
201 North Central Avenue  
21<sup>st</sup> Floor, AZ1-1178  
Phoenix, AZ 85004

Re: Letter of Declaration for Cochise County, for calendar years 2012 and 2013

Dear Mr. McManus:

Cochise County ("County") has approved obtaining a revolving line of credit ("Line of Credit") for the County from JPMorgan Chase Bank, N.A. ("Bank") pursuant to A.R.S. Section 11-604.01 and requests the County Treasurer to enter into an agreement with the Bank to provide the Line of Credit to the County.

In accordance with the Internal Revenue Code of 1986, as amended from time to time ("Code"), the County hereby certifies that it is reasonably anticipated that the aggregate amount of "tax-exempt obligations" (as defined in Code Section 265(b)(4)) which will be issued by the County during each of the above-referenced calendar years will not exceed \$10,000,000 and hereby designates all borrowings under the Line of Credit as "qualified tax-exempt obligations" (as defined in Code Section 265(b)(3)(B)).

In the event the anticipated amount for either year changes to the extent that the above certification changes, the County agrees to deliver to the Bank a supplement to this letter notifying the Bank of such change.

**Exhibit B**

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Declaration are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Sincerely,

By: [Signature]  
Name: Terry Bannon  
Title: DCA

STATE OF ARIZONA        )  
  : ss  
County of Cochise        )

Subscribed and sworn before me by Terry Bannon this 3rd day of July, 2012.



[Signature]  
Notary Public  
Address P.O. Drawer CA  
Disbee AZ 85603

**Exhibit C**  
**To**  
**Business Loan Agreement**  
**FORM OF ADDENDUM**  
**(DISTRICTS)**

ADDENDUM NO. \_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

|                 |                 |   |
|-----------------|-----------------|---|
| <u>PARTIES:</u> | <u>Borrower</u> | Cochise County, Arizona Board of Supervisors<br>for each of the Districts listed in Schedule I hereto,<br>through the Cochise County Treasurer, as their<br>agent |
|                 | <u>Bank</u>     | JPMorgan Chase Bank, N.A., a national banking<br>association authorized to do business in the State of<br>Arizona   |

RECITAL:

Bank and Borrowers are parties to that certain Business Loan Agreement, dated July 1, 2012 ("Agreement"), and Promissory Note, dated July 1, 2012 ("Note"), as the Agreement and Note have been amended, modified, extended, renewed, restated, or supplemented. Bank and Borrowers desire to enter into this Addendum No. \_\_\_\_ ("Addendum") to modify the Agreement and Note, as described herein.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrowers agree as follows:

1. Definitions. Unless otherwise defined in this Addendum, the capitalized words and phrases used herein shall have the meanings as described in the Agreement.

2. Modifications to Schedule I. Schedule I to the Agreement and Schedule I to the Note are hereby amended as follows (the "Modifications"):

**[The following Districts are hereby added to the Agreement and Note, as Borrowers, and hereby assume all rights and obligations of a Borrower, subject to the credit limits set forth below:]**

| Name | Federal Tax ID Number | Credit Limits |
|------|-----------------------|---------------|
|      |                       |               |

**[The Credit Limits for the following listed Borrowers are hereby modified as follows:]**

| Name | Federal Tax ID Number | Previous Credit Limits | New Credit Limits |
|------|-----------------------|------------------------|-------------------|
|      |                       |                        |                   |

3. Schedule I-A. To incorporate the Modifications into the Agreement and Note, Schedule I to the Agreement, and Schedule I to the Note are hereby deleted in their entirety and replaced with the Schedule attached hereto as Schedule I-A. After the Effective Date, all references in the Agreement and Note to Schedule I shall mean and refer to Schedule I-A, attached hereto.

4. Modification to Commitment Expiration Date. The Commitment Expiration Date is hereby extended from June 30, 201\_ to June 30, 201\_. After the Effective Date, all references in the Agreement to the Commitment Expiration Date shall mean and refer to June 30, 201\_.

5. Commitment Amount Cap/Principal Amount of Note. The Commitment Amount Cap and the Principal Amount of the Note are hereby modified to be in the amount of \_\_\_\_\_ and NO/100 Dollars (\$ \_\_\_\_\_) ("Revised Amount"). After the Effective Date, all references in the Agreement to the Commitment Amount Cap and in the Note to the Principal Amount shall mean and refer to the Revised Amount.

6. Full Force and Effect. Except as modified in this Addendum, the terms and conditions of the Loan Documents remain unchanged and in full force and effect.

7. Representations and Warranties. Each Borrower hereby represents and warrants to Bank that the representations and warranties in Section 4 of the Agreement are correct and complete as of the Effective Date with respect to such Borrower, except as Borrower shall have otherwise notified Bank in writing prior to the Effective Date.

8. Governing Law. This Addendum shall be deemed to be a contract made under the laws of the State of Arizona for all purposes and shall be construed in accordance with the laws of said State, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Bank and Borrowers have caused this Addendum to be executed and delivered as of the Effective Date.

COCHISE COUNTY TREASURER,  
As Agent for the Districts Listed on Schedule I hereto

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Cochise County Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the County

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_