

BOND PURCHASE AGREEMENT

January __, 2012

City and County of Denver, Colorado,
for and on behalf of the Wastewater Management
Division of the Department of Public Works
City and County Building
1437 Bannock Street
Denver, Colorado 80202

Ladies and Gentlemen:

On the basis of the representations, agreements and covenants contained in this Bond Purchase Agreement (the "Bond Purchase Agreement") and upon the terms and conditions contained herein, the undersigned, _____ (the "Representative"), acting on its own behalf, and on behalf of _____ and _____ (collectively, with the Representative, the "Underwriters") and not as fiduciary or agent for you, hereby offers to purchase from the City and County of Denver, Colorado, for and on behalf of the Wastewater Management Division of the Department of Public Works (the "City"), and the City hereby agrees to sell \$_____ aggregate principal amount of its City and County of Denver, Colorado for and on behalf of the Wastewater Management Division of the Department of Public Works, Wastewater Enterprise Revenue Bonds, Series 2012 (the "Bonds") which upon the City's written acceptance of this offer will be binding upon the City and the Underwriters. This offer is made subject to the City's written acceptance hereof on or before 11:59 p.m. on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the City by the Representative at any time prior to the acceptance hereof by the City. The Bonds are to be issued under and pursuant to a Resolution (the "Manager's Resolution") adopted by the Manager of the Department of Public Works (the "Manager"), the City's home rule charter (the "Charter") and Ordinance No. __, Series of 2011, finally adopted by the City Council of the City (the "Council") on December __, 2011 (the "Ordinance"). The Bonds are being issued for the purpose of (i) refunding, paying and discharging all or a portion of the City's outstanding Wastewater Revenue Bonds, Series 2002 (the "2002 Bonds"), (ii) acquiring, improving and equipping the storm drainage and sanitary sewerage facilities of the City, (iii) funding a reserve fund, and (iv) paying the costs of issuing the Bonds. Terms not otherwise defined in this Bond Purchase Agreement shall have the meanings set forth in the Ordinance or in the Official Statement (as defined herein).

Section 1. Representations and Agreements. By the execution hereof the City hereby represents, covenants and agrees with, the Underwriters that:

(a) The City is a home rule city, a municipal corporation and a political subdivision of the State of Colorado (the "State"), and is authorized under the laws of the State and the Charter to adopt the Ordinance and issue the Bonds.

11-982-B

(b) The Council established the Wastewater Management Division of its Department of Public Works (the "Enterprise") as an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR") and authorized the Enterprise to issue its own revenue bonds in the name of the City, after approval and authorization by the Enterprise, and established the Manager as the governing body of the Enterprise with the power to approve and authorize such revenue bonds

(c) To the best of its knowledge and information, upon adoption of the Ordinance the City will have duly authorized all necessary action for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Sale Certificate and in the Preliminary Official Statement, dated December __, 2011 (the "Preliminary Official Statement"), prepared for use in connection with the Bonds and in any final Official Statement, amendment or supplement that may be authorized for use with respect to the Bonds (herein collectively referred to as the "Official Statement"); (ii) the adoption of the Ordinance providing for the issuance of and security for the Bonds; (iii) the execution and delivery of, and the due performance of all obligations represented by, this Bond Purchase Agreement, the Bonds, the Continuing Disclosure Undertaking, dated the hereinafter defined Closing Date (the "Continuing Disclosure Undertaking"), executed by the City, the Paying Agent Agreement, dated as of January __, 2012, (the "Paying Agent Agreement") by and between the City and Zions First National Bank, as paying agent, the Escrow Agreement, dated the Closing Date (the "Escrow Agreement"), between the City and Zions First National Bank, as escrow bank, the Sale Certificate, dated January __, 2012 (the "Sale Certificate"), executed by the City's Manager of Finance, *ex officio* Treasurer (the "Treasurer"), and any and all such other agreements and documents as may be required to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Ordinance, the Sale Certificate, and the Official Statement. Certified copies of the Ordinance will be delivered to the Representative by the Treasurer at the Closing Time (hereinafter defined). This Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Undertaking, the Paying Agent Agreement, the Escrow Agreement, the Sale Certificate, and any other documents executed by the City in connection therewith shall be collectively referred to herein as the "City Documents."

(d) To the best of its knowledge and information, upon adoption of the Manager's Resolution and the Ordinance the City will have complied with all provisions of the Constitution and laws of the State and the Charter and have full power and authority to consummate all transactions contemplated by the City Documents.

(e) To the best of its knowledge and information, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(f) To the best of its knowledge and information, except as disclosed in the Official Statement or in writing to the Representative, there is not pending and the City has not received written notice with respect to any action, suit, proceeding, inquiry or investigation at law or in equity against or affecting the City before or by any court, public board or body, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the City Documents or the Bonds.

(g) To the best of its knowledge and information, the execution and delivery of the City Documents and the Bonds, and compliance with the provisions thereof, will not materially conflict with or constitute a breach of or a default by the City under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is bound.

(h) To the best of its knowledge and information, the financial statements of the City included in the Official Statement have been prepared in conformity with generally accepted accounting principles consistently applied to the periods concerned and fairly present the financial condition of the City and the Net Pledged Revenues pledged as security for the Bonds or referred to in the Official Statement.

(i) To the best of its knowledge and information, as of the date thereof, the information provided by the City in the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In the course of the preparation of the Preliminary Official Statement, no information has come to the attention of the City that causes the City to believe that the Preliminary Official Statement as of its date contains any untrue statement of material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) To the best of its knowledge and information, at the time of the City's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Bond Purchase Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) To the best of its knowledge and information, if the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 3 of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to

make the statements therein, in light of the circumstances under which made, not misleading.

(l) Any certificate signed by any authorized officers of the City and delivered to the Representative shall be deemed a representation by the City to the Underwriters as to the statements made therein.

Section 2. Public Offering. The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

Section 3. The Official Statement.

(a) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The City hereby represents that the Preliminary Official Statement was deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The City represents that it has reviewed and approved the content of the Preliminary Official Statement.

(b) The City hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the City's acceptance of this Bond Purchase Agreement (but, in any event, not later than within seven business days after the City's acceptance of this Bond Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The City hereby confirms that it approves and authorizes the distribution of the Official Statement in electronic form.

(c) If, after the date of this Bond Purchase Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any

untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriters hereby agree to file the Official Statement with the Municipal Securities Rulemaking Board. Unless otherwise notified in writing by the Underwriters, the City can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

Section 4. Purchase, Sale and Delivery of the Bonds. On the basis of the representations, agreements and covenants contained herein, and subject to the terms and conditions herein set forth, at the Closing Time, the Underwriters agree to purchase from the City and the City agrees to sell to the Underwriters all of the Bonds for a price equal to \$_____ (consisting of the principal amount thereof (\$_____), plus original issue premium of \$_____, less an underwriting discount equal to \$_____).

The Bonds shall be issued under and secured as provided in the Ordinance, and the Bonds shall have the maturities, interest rates and redemption provisions set forth on Exhibit A hereto and in the Sale Certificate.

Payment for the Bonds shall be made by certified or official bank check or, at the Underwriters' option, by wire in immediately available federal funds payable to the order of the City and County of Denver or for the City's account, at the offices of Sherman & Howard L.L.C. in Denver, Colorado, at 9:00 a.m., prevailing local time, on January __, 2012, or such other place, time or date as shall be mutually agreed upon by the City and the Representative. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time." The Bonds shall be delivered in definitive or temporary form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) in such denominations as the Representative shall specify. The City will cause the Bonds to be delivered for the account of the Representative, to the Registrar as agent for The Depository Trust Company, New York, New York ("DTC"), pursuant to its "FAST" system. The Bonds shall be registered in the name

of Cede & Co., as nominee for DTC. The Bonds shall be available for examination by the Representative at least one Business Day prior to the Closing Time.

Section 5. Conditions to the Underwriters' Obligations. The Underwriters' obligations hereunder shall be subject to the due performance by the City of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the City's representations and covenants contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The City Documents shall have been duly authorized, adopted, executed and delivered in the form heretofore approved by the Representative with only such changes therein as shall be mutually agreed upon by the City and the Representative.

(b) At the Closing Time the Underwriters shall receive:

(i) a certificate or certificates, in a form satisfactory to the Representative, of the Mayor (or if the Mayor is unavailable, the Deputy Mayor), Clerk and Recorder, *ex officio* Clerk, Treasurer, and City Attorney or of any other duly authorized officers of the City, dated the Closing Date, stating that: (A) the City has duly performed all of its obligations to be performed at or prior to the Closing Time and that each of the representations contained herein is true as of the Closing Time; (B) the City has authorized by all necessary action the execution and delivery of, and the due performance of all obligations represented by, the City Documents as may be required to carry out, give effect to and consummate the transactions contemplated hereby and by the City Documents and upon such execution and delivery, the City Documents will be enforceable against the City in accordance with their terms, except to the extent such enforcement is limited by bankruptcy laws of the United States of America, by the reasonable exercise of the police power of the State, and by the exercise of the powers delegated to the United States of America by the federal Constitution; (C) no litigation is pending nor has the City received written notification of any action or proceeding seeking to restrain or enjoin the issuance or sale of the Bonds or in any way affecting the authorization, issuance and delivery or the legality of the Bonds or the City's existence or powers or the right to use the proceeds of the Bonds as contemplated by the Ordinance or the imposition or collection of any rates, fees, tolls or charges to pay the principal of or interest on the Bonds; (D) the storm drainage fees and charges and the sanitary sewerage fees and charges pledged to the payment of the Bonds are in full force and effect as of the Closing Date; (E) the execution and delivery of, and the due performance of all obligations represented by, the City Documents and the Bonds and compliance with the provisions thereof will not conflict with or constitute a breach of or a default by the City under any existing law, court or administrative regulation, decree or order, or any agreement, indenture, lease or other instrument to which the City is subject or by which the City is bound; (F) the Preliminary Official Statement, as of its date, did not, and the Official Statement does not, up to and including the Closing Date, contain any untrue statement of a material fact or omit any statement of material fact necessary to make the statements therein, in light of

the circumstances under which they were made, not misleading subject to the condition that while information in the Official Statement obtained from sources other than the City is not guaranteed as to accuracy, completeness, or fairness, the City has no reason to believe and does not believe that such information is materially inaccurate, incomplete or misleading; and (G) there has been no material adverse change in the financial condition of the City from that shown in the Official Statement;

(ii) an originally executed or certified copy of the Manager's Resolution;

(iii) a certified copy of the Ordinance;

(iv) a duly executed copy of the Continuing Disclosure Undertaking, the Paying Agent Agreement, the Escrow Agreement and the Sale Certificate;

(v) confirmation that Fitch, Inc., Moody's Investors Service and Standard & Poor's Ratings Services have rated the Bonds "____," "____," and "____" respectively;

(vi) the opinions of Sherman & Howard L.L.C. and GCR, LLP (collectively, "Co-Bond Counsel"), dated the Closing Date in substantially the form attached to the Official Statement as Appendix D relating to the valid issuance of the Bonds and the tax treatment of interest on the Bonds under federal and Colorado income tax laws; and if such opinions are not addressed to the Underwriters, a reliance letter to the Underwriters;

(vii) a letter or letters from Sherman & Howard L.L.C. and GCR, LLP, as Co-Special Counsel (i) describing their participation in the preparation of the Official Statement and stating in customary form that nothing has come to their attention which would cause them to believe that the Official Statement (except for any financial statements, demographic, economic, engineering, financial or statistical data, or any expressions of opinion, and information concerning The Depository Trust Company contained in the Official Statement and its appendices as to which no view need be expressed), as of its date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and if such letters are not addressed to the Underwriters, a reliance letter to the Underwriters;

(viii) the opinion of counsel to the Underwriters in form and substance satisfactory to the Representative;

(ix) a letter from an independent certified public accountant verifying the mathematical accuracy of the computations contained in the schedules relating to the Bonds and the Refunded Bonds and verifying that the anticipated receipts from the securities and cash deposits to be held in escrow under the Escrow

Agreement will be sufficient to pay, when due, the principal, interest and redemption premium, if any, with respect to the Refunded Bonds; and

(x) such additional certificates, opinions and other documents as the Underwriters may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Official Statement.

Section 6. Underwriters' Right to Cancel. The Representative shall have the right to cancel the Underwriters' obligations hereunder to purchase the Bonds by notifying the Treasurer of the City in writing of its election between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) legislation shall be enacted by the Congress of the United States of America, or a decision by a court established under Article III of the Constitution of the United States of America, or the Tax Court of the United States of America, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation upon revenues or other income of the general character to be derived by the City or any similar body or upon interest received on the Bonds or on obligations of the general character of the Bonds, which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds;

(b) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(c) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or agency in the State or a decision by any court of competent jurisdiction within the State shall be rendered that, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds;

(d) any event shall have occurred, or information become known that, in the Representative's reasonable opinion, makes untrue in any material respect any statement or information contained in the Official Statement or any appendix thereto, or has the effect that the Official Statement or any appendix thereto as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, to the extent that the Official Statement can not be amended or supplemented prior to Closing;

(e) any fact or event shall exist or have existed that, in the Representative's reasonable judgment requires or has required an amendment or supplement to the Official Statement and the City has failed or refused to amend or supplement the Official Statement to address such fact or event and provide such amendment or supplement to the Underwriters;

(f) a war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds;

(g) the City shall have made a material misrepresentation in this Bond Purchase Agreement or the Ordinance or failed to perform any of its obligations under this Bond Purchase Agreement or the Ordinance in connection with the issuance of the Bonds, which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds;

(h) there shall have occurred or any notice shall have been given of intended downgrading of the rating, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Bonds; which in the Representative's reasonable opinion materially adversely affects the market price of the Bonds;

(i) the market price of the Bonds, in the reasonable opinion of the Representative, has been affected by a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or national securities exchange or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(j) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge of the net capital requirements of, underwriters;

(k) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority adversely affecting the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds; or

(l) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

Section 7. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriters' performance of their obligations hereunder.

Section 8. Representations, Covenants and Agreements to Survive Delivery. All of the representations, covenants and agreements shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive delivery of the Bonds to the Underwriters.

Section 9. Payment of Expenses. All expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, the agreed upon fees and disbursements of Co-Bond Counsel, Co-Special Counsel, the Underwriters, the City's financial advisor, the fees for rating the Bonds and any expenses incurred in connection therewith and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the City Documents) shall be paid by the City out of the proceeds of the Bonds. All other expenses, including the fees and disbursements of Underwriters' counsel, will be borne by the Underwriters. If the Bonds are not sold by the City to the Underwriters, the foregoing expenses and costs shall not be paid by the City, unless otherwise contracted for.

Section 10. Underwriters' Representations. The Underwriters hereby represent that the information relating to the prices and yields of the Bonds contained in the Official Statement are true and correct. _____ has been authorized by the Underwriters to act as their Representative in connection with this Bond Purchase Agreement.

Section 11. Notice. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the Manager of Finance of the City at 201 West Colfax, Department 1109, Denver, Colorado 80202. Any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to: _____.

Section 12. Applicable Law; Nonassignability. This Bond Purchase Agreement shall be governed by the laws of the State, the City's Charter and the ordinances of the City. This Bond Purchase Agreement shall not be assigned by the City or by the Underwriters except in the case of a merger by an individual Underwriter.

Section 13. Execution of Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 14. Appropriations. The obligations of the City under this Bond Purchase Agreement shall extend only to Bond proceeds and the Net Pledged Revenues (as defined in the Ordinance) duly appropriated by the City.

Section 15. Effectiveness. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution hereof.

Section 16. Amendment. This Bond Purchase Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Representative. This Bond Purchase Agreement shall become a binding agreement between the City and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

on its own behalf and as representative of
the Underwriters

By: _____
Title:

After due consideration, this Bond Purchase Agreement is hereby accepted by the City this January __, 2012.

CITY AND COUNTY OF DENVER,
COLORADO

By: _____
Manager of Finance, *ex officio* Treasurer

Time of Acceptance: _____ a.m./p.m.

Exhibit A
(Attach Sale Certificate)

The term and provisions of the Sale Certificate are hereby incorporated by reference herein.