

ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY

PROCEDURAL PAMPHLET

EFFECTIVE AS OF

NOVEMBER 1, 2019

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ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY

SECTION I. INTRODUCTION

The Arizona Industrial Development Authority, a nonprofit corporation designated a political subdivision of the State of Arizona (the “Authority”), issues its limited obligation revenue bonds (“Bonds”) and lends the proceeds thereof to an applicant for financing (an “Applicant”) to assist the Applicant in financing a qualifying project (a “Project”). The Authority does not lend its own money to Applicants. The Authority, instead, is a conduit that provides a formal mechanism through which an Applicant can seek financing from private sources through either a private placement or public offering of Bonds issued by the Authority. This Procedural Pamphlet establishes the guidelines which are to be followed by Applicants in applying to the Authority for the issuance of Bonds.

The Authority’s form of Application for Bond Financing is attached as Exhibit A.

Prospective Applicants should note that the sole source of moneys for the repayment of principal and interest on the Bonds will be revenues generated by or for the benefit of the Project being financed or otherwise provided for by the Applicant. The Bonds will not become a general obligation or liability of the Authority or the State of Arizona, nor will the Bonds result in a charge against the general credit or taxing power of the Authority or the State of Arizona. The Authority has no taxing power

SECTION II. POLICY STATEMENT

Board Members of the Authority have agreed to serve because it is their belief that their service can aid the general welfare and economic growth of the State of Arizona. The Board believes that, through the vehicle of limited obligation revenue bonds, projects can be financed for users at the lowest possible costs. The Board will review each application on its own merit.

The Authority expects that municipal securities brokers, municipal securities dealers, clearing agencies and transfer agents, attorneys and all other persons engaged by the Applicant or the Authority or otherwise participating in the issuance and distribution of securities, will comply with all applicable state and federal securities and other applicable laws and may, at its option, request a written certification of compliance.

SECTION III. DEFINITIONS

Capitalized terms used in this Procedural Pamphlet and the Application for Bond Financing and not otherwise defined shall have the meanings ascribed to them below:

- (a) “Act” means Arizona Revised Statutes, §§35-701 through 35-761 inclusive, as amended.
- (b) “Applicant” means the person(s) or entity(ies) seeking to have Bonds issued on its behalf to purchase, construct or acquire one or more Projects.

- (c) “Authority” means the Arizona Industrial Development Authority.
- (d) “Authority’s Counsel” means Kutak Rock LLP, Scottsdale, Arizona, or any other law firm or lawyer retained by the Authority to review all applications to determine a Project’s legal eligibility for Bond financing and review on behalf of the Authority all documents and Legal Proceedings to be used in the Bond financing.
- (e) “Board” or “Board of Directors” means the Board of Directors of the Authority.
- (f) “Bond Counsel” means a law firm listed in the “Red Book” and selected by the Applicant. Applicant’s counsel may not serve as Bond Counsel except with the express approval of the Authority. In the event Bond Counsel is not designated by the Applicant, the Authority shall select Bond Counsel, which may be Authority’s Counsel.
- (g) “Bond(s)” means any municipal bonds, notes or obligations issued by the Authority under the Act.
- (h) “Carryforward Project” has the meaning set forth in Section 146(f) of the Code.
- (i) “Code” means the Internal Revenue Code of 1986, as amended.
- (j) “Day” means a calendar day.
- (k) “Executive Director” means the Executive Director of the Authority, if any, appointed by the president of the Board.
- (l) “Extension Fee” and “Filing Fee” have the meanings described in the Authority’s Fee Schedule.
- (m) “Fee Schedule” means the Authority’s published schedule of fees, as amended from time to time, currently as set forth in Exhibit B to this Procedural Pamphlet; provided that the Executive Director or Program Manager, as applicable, shall approve the final fee structure.
- (n) “Legal Proceedings” means such proceedings as are required by the Underwriter, Bond Counsel, Authority’s Counsel, Purchaser or the Authority.
- (o) “Program Manager” means a person or entity engaged by the Authority to oversee and manage its Bond-financing activities and conduct administrative functions on behalf of the Authority.
- (p) “Project” means any project authorized by the Act.
- (q) “Purchaser” means the person(s) or entity(ies) that have agreed to purchase some or all of an issue of the Authority’s Bonds for investment and not with a view to public distribution.

(r) “Trustee” means a financial institution, trust company or other entity selected by the Applicant and reasonably acceptable to the Authority.

(s) “Underwriter” means any entity which has, directly or indirectly, purchased or plans to purchase the Authority’s Bonds with a view to public distribution.

SECTION IV. APPLICATION PROCEDURE

(a) Application. The Authority requires all Applicants to make a full and complete Application in accordance with the requirements of this Procedural Pamphlet in the form of Exhibit A hereto prior to the Authority considering whether to grant approval to proceed with the financing, arrangements for a Project. Complete Applications should be submitted at least 14 Days prior to the date of the meeting at which the Applicant wishes the Application to be considered for approval by the Authority. By submitting the Application to the Authority, the Applicant will be deemed to be familiar with and agree to the Authority’s procedures as outlined in this Procedural Pamphlet.

(b) Public Nature of Application Process. The Authority is a nonprofit corporation designated a political subdivision of the State of Arizona. The Authority’s meetings are generally required to be open to the public. The instruments, documents, files, and records of the Applicant (and any guarantor) filed with the Authority, directly or through the Authority’s Counsel, will be available for inspection by the public. The Applicant, by submitting the Application, agrees that any information delivered to the Authority by or on behalf of the Applicant is not privileged and may be disclosed to the public. By submitting the Application to the Authority, the Applicant is expected to have disclosed any and all matters material to the proposed financing as of the date of the Application.

(c) Meetings. The Applicant is expected to be present and to make an oral presentation to the Authority at any meeting at which its Application, an amendment to its Application, a request for the extension of approval previously given to its Application, or any other matter involving its Application is to be considered. The oral presentation may cover any aspects of the Project or its financing, but an oral presentation may not be made in lieu of the written Application herein required. In some instances, telephonic attendance at the Authority’s meetings may be available. The Authority reserves the right to defer consideration of the requested action if an Applicant representative is not present.

(d) Fees. Upon submission of its Application, the Applicant is required to pay a non-refundable Filing Fee and is deemed to have agreed to make all other payments according to the Fee Schedule attached as Exhibit B to this Procedural Pamphlet. Additionally, by submission of its Application, the Applicant agrees to pay all costs and expenses incurred by the Authority, the Authority’s Counsel, its directors, officers, advisors, consultants and agents related to the Bonds or the Project, including, but not limited to, the fees and expenses of the Authority’s Counsel whether incurred before or after the sale of the proposed Bonds. In instances where a Project requires an Extension

of either preliminary or final approval (if applicable), upon written request of the Applicant an Extension may be granted at the sole discretion of the Authority upon payment of the Extension Fee. The Applicant expressly acknowledges and agrees that a portion of the Filing Fee (or any fee paid pursuant to the Fee Schedule or otherwise) will be allocated to, and treated as direct revenue of, certain professionals unrelated to the Authority, which may include attorneys, accountants, and consultants.

(e) Questions Concerning Process and Application; Solicitation of Support. It is the Authority's policy that Applicants not initiate contact with individual members of the Authority's Board of Directors for the purpose of soliciting support for or discussing their Applications. Applicants may discuss Applications with the Authority staff and the Authority's Counsel, and with individual Authority members who request information, which information will be reported to the Authority's entire Board of Directors at the time the Application is considered. Any questions concerning the Application for Bond Financing or the process of obtaining financing from the Authority should be directed to the Authority at:

pat.ray@arizonaIDA.com or

Arizona Industrial Development Authority
c/o Pat Ray, Cathedral Rock Issuer Services, LLC
7702 E Doubletree Ranch Rd, Suite 300
Scottsdale, AZ 85258
Telephone: 480-902-3107

With a copy to:

kelly.mcguire@kutakrock.com or

Kutak Rock LLP
Attention: Kelly A. McGuire, Esq.
8601 North Scottsdale Road, Suite 300
Scottsdale, Arizona 85253
Telephone: 480-429-5000

SECTION V. APPROVAL AND ADOPTION OF LEGAL PROCEEDINGS

(a) Applications for Bond Financing. Requests for Bond financings are required to be brought before the Authority for preliminary, if required, and final approval. Exceptions may be allowed by the Authority in its sole discretion. Both preliminary and final approvals are subject to such conditions as the Authority, in its sole discretion, may require.

(b) Preliminary Approval by the Authority. The Authority may require consideration of a resolution either conditionally granting or denying preliminary

approval with respect to an Application. The preliminary approval may be subject to such conditions as the Authority, in its discretion, may require. Except with respect to a Carryforward Project, the Authority's preliminary approval will expire 180 Days following adoption or such other time period as the Authority may direct in its proceedings unless within that time final approval has been granted by the Authority or an extension of preliminary approval has been obtained.

(c) *Amendments to Preliminary Approval.* The Applicant may request an amendment to preliminary approval by submitting a written request of the amendment to the Authority no fewer than 14 Days prior to the meeting at which consideration of the amendment is requested. Amendments to preliminary approval may be requested in conjunction with a request for final approval provided, however, that all information in support of the amendments is submitted to the Authority as set forth herein.

(d) *Transfers of Preliminary Approval.* The Applicant may request a transfer of preliminary approval of a Project to another party by submitting a written request to the Authority no fewer than 14 Days prior to the meeting at which consideration of the transfer is requested, accompanied by:

- (i) written request for transfer by the proposed transferee;
- (ii) revised sections of the Application, setting forth all information regarding the proposed transferee which is required of an original Applicant; and
- (iii) the Affidavit set forth in Section 7 of the Application, signed by the proposed transferee.

The Authority reserves the right to designate as a new Application any transfer of preliminary approval which incorporates substantive changes from the size, nature, design, use and/or intent of the Project as originally approved, subject to all fees, policies and requirements applicable to new Applications.

The Authority suggests that a representative of the Applicant and the proposed transferee, where applicable, be present to provide an oral presentation concerning the proposed amendment or transfer at the meeting at which the Authority will consider such action.

(e) *Final Approval by the Authority.* The Authority shall either adopt a resolution granting final approval of each Application or decline further consideration. Current compliance with all applicable provisions of this Procedural Pamphlet (unless waived) is required for hearing by the Authority of a request for final approval and adoption of the Legal Proceedings. Except with respect to a Carryforward Project, the Authority's final approval will expire on the 90th day following final approval unless the Bonds have been issued or an extension of final approval has been obtained.

(f) *Extensions of Approval.* Except with respect to a Carryforward Project, the Applicant may request an extension of approval by submitting to the Authority no fewer than 14 Days prior to the meeting at which the extension is requested the Extension

Fee set forth in the Authority's Fee Schedule (see Exhibit B hereto), and a written request for such extension setting forth: (a) the date preliminary and/or final approval was granted; (b) the extension period requested; (c) the number of extensions previously granted; and (d) the reasons for the requested extension. The Authority reserves the right to deny requests for extension for any reason.

(g) Approval of Proceedings by the Arizona Finance Authority. The proceedings under which any Bonds are approved by the Authority will be submitted to the Board of Directors of the Arizona Finance Authority for approval as required by §35-721B of the Act.

(h) Carryforward Projects. The Authority will permit an Applicant to submit a request for approval of a Project contingent upon obtaining a carryforward allocation of private activity bonding authority in accordance with applicable State and federal law. If the Authority grants preliminary approval for the financing of a Carryforward Project, the Applicant shall have until the end of the third calendar year (or such shorter or longer period as may then be provided under State and federal law applicable to Carryforward Projects) following the calendar year in which the carryforward arose to issue the Bonds (the "Carryforward Deadline"). The expiration dates with respect to preliminary approval and final approval and the extension provisions with respect to preliminary approval and final approval shall not apply to Carryforward Projects. However, Applicants shall be required to submit a status report on the Project to the Authority, together with a \$500 filing fee, at the end of each 180-day period following preliminary approval until final approval is granted. All other provisions of this Procedural Pamphlet that would otherwise apply to a given Project shall apply to a Carryforward Project of the same nature. The Authority's preliminary approval with respect to a Carryforward Project shall expire upon the earlier of the Carryforward Deadline or the granting of final approval by the Authority. The Authority's final approval with respect to a Carryforward Project shall expire upon the earlier of the Carryforward Deadline or the issuance of the Bonds.

SECTION VI. PURCHASE AND SALE DOCUMENTATION

The Applicant and the Purchaser or Underwriter have the responsibility of ensuring that the statements contained in any offering and sale document are true and correct and that they do not contain any material misrepresentations of fact or omit any material information. The Authority shall have no responsibility for the accuracy or content of any disclosure document, except for the sections relating solely and directly to the Authority. The Authority and its officers will not execute any placement memorandum, official statement, or other offering or disclosure document. By filing an Application for bond financing or by agreeing to act as Purchaser or Underwriter, the Applicant and the Purchaser or Underwriter agree to these terms.

The Authority requires that the Applicant covenant to assume the ongoing disclosure obligations, if any, required by Securities and Exchange Commission Rule 15c2-12 in a form and substance satisfactory to the Authority.

With respect to any Bonds issued by the Authority, the Applicant must obtain either (A) an investment grade rating from a nationally recognized rating agency or (B) investment letters

in form and substance satisfactory to the Authority.

Any filing with the Securities Division of the Arizona Corporation Commission, required by Arizona Revised Statutes §44-1841 in connection with offering the Authority's Bonds for public sale is the sole responsibility of the Applicant and the Underwriter

SECTION VII. RESERVATION OF RIGHTS

The Authority may issue its Bonds only to finance a Project specifically authorized by the Act. The Authority reserves the right to add additional requirements on a case-by-case basis with respect to the financing of any Project. Likewise, the requirements stated herein may be waived by the Authority in appropriate circumstances and in its sole discretion. Until the Bonds are issued, the Authority reserves the right, among other things:

- (a) to reject the Application or Project in whole or in part for any reason;
- (b) to reject the Applicant's choice of Bond Counsel, Underwriter or Trustee for any reason;
- (c) to require corrections, deletions, changes, additions or amendments to any financing documents that are part of the Legal Proceedings;
- (d) to postpone from time to time consideration of the Application;
- (e) to impose conditions in addition to those set forth in this Procedural Pamphlet;
- (f) to waive conditions or requirements set forth in this Procedural Pamphlet; and
- (g) to impose any other reasonable requirements as conditions precedent to the issuance of its Bonds.

SECTION VIII. REQUIRED PROVISIONS

(a) *Legal Opinions.* All legal opinions delivered in connection with the issuance of Bonds, and all documents executed in connection with the issuance of the Bonds, shall be in form and substance acceptable to the Authority's Counsel.

(b) *Document Language.* The Authority may require certain language to appear in any contracts to which it is a party. The Authority's Document Standards will be provided by Legal Counsel upon request.

SECTION IX. RESPONSIBILITY AND INDEMNITY

As a condition to the issuance of Bonds, the Applicant and any third-party guarantor must execute and deliver to the Authority an indemnity agreement acceptable to the Authority. The agreement may be a stand-alone document or incorporated into another contract entered into by the responsible party in connection with the Legal Proceedings, at the Authority's sole discretion. At the Authority's sole discretion, the Applicant may be required to provide security for its indemnification obligation to the Authority in the form of a pledge or trust agreement

encumbering assets or by the posting of a letter of credit inuring to the Authority's benefit in an amount to be determined by the Authority. The indemnity agreement and form of security therefor, if required, must be submitted to and approved by the Authority prior to the issuance of the Bonds.

SECTION X. MISCELLANEOUS

This Procedural Pamphlet and its accompanying exhibits will be considered to set forth minimum requirements for the issuance of Bonds and the Authority reserves the right to add additional requirements on a case-by-case basis. Likewise, the requirements herein stated pertain only to the Authority and are not exclusive. Other persons or entities involved in the issuance, sale, or purchase of the Bonds may impose additional requirements as they deem appropriate.

All provisions contained in this Procedural Pamphlet and the Application for Bond Financing are subject to change or waiver at the sole discretion of the Authority.

EXHIBIT A

APPLICATION FOR BOND FINANCING

ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY

APPLICATION FOR BOND FINANCING

[Date of Submission]

Project Name: _____

Maximum Amount of Requested Financing (not to exceed): \$ _____

Anticipated Closing Date: _____

The following documents and information should be submitted:

- Check for \$3,000 application fee made out to “Arizona Industrial Development Authority”
- Completed copy of this Application

Please submit one (1) signed and dated original or one (1) electronic copy (.pdf format preferred) of the completed Application, including attachments, to the Authority at the following address:

E-mail: pat.ray@arizonaida.com

or original to:

Arizona Industrial Development Authority
c/o Pat Ray, Cathedral Rock Issuer Services, LLC
7702 E Doubletree Ranch Rd, Suite 300
Scottsdale, AZ 85258
Telephone: 480-902-3107

With a copy to its counsel:

E-mail: kelly.mcguire@kutakrock.com

or hard copy to:

Kelly A. McGuire, Esq.
Kutak Rock LLP
8601 N Scottsdale Rd, Suite 300
Scottsdale, Arizona 85253
Telephone: 480-429-5000

Applications are to be received at least 14 calendar days prior to the meeting at which consideration is requested.

SECTION 1

GENERAL INFORMATION

Name of Applicant

Applicant Contact Person (and relationship to
borrowing entity if Applicant will not be the borrower)

Title

Street Address

City, State & ZIP

Telephone Number

Cell Phone Number

E-mail Address

SECTION 2

PROPOSED FINANCING TEAM

Applicant

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Applicant's Counsel

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Bond Counsel

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Bond Purchaser or Underwriter

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Bond Purchaser's or Underwriter's Counsel

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Trustee

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Trustee's Counsel

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

Issuer's Counsel

Company:
Contact:
Title
Address:
Telephone:
E-mail Address:
Mobile:

SECTION 3

INFORMATION REGARDING THE APPLICANT

1. Business Organization

Provide a brief description of Applicant's business.

2. Litigation or Felonies

a) Describe any current, threatened or pending (material) litigation involving the Applicant or, if the Applicant is a partnership or limited liability company, its general partners or managing members, as applicable.

b) Are there any conflicts of interest among the Applicant, its officers, management or directors, and the other parties to the proposed financing, including but not limited to the Authority, the State of Arizona, or their officers or agents?

Yes

No

If Yes, please give particulars.

c) State whether the Applicant or any of the Applicant's officers, directors, general partners or managers have been charged or convicted of a felony or a misdemeanor involving moral turpitude, or is now or has ever been charged with or convicted of any civil or criminal offense relating to the conduct of the business of the Applicant (or any similar business) or from the issuance, sale or solicitation for sale of any type of security.

SECTION 4

PROPOSED PROJECT AND FINANCING

1. General Information

- a) Describe the Project, including its street address or location, its purpose, and the facilities to be financed.
- b) Identify the components of the Project that consist of land, buildings, equipment, etc.

2. Financing Structure

- a) Describe generally the proposed financing structure.
- b) Is the proposed financing expected to be publicly sold or privately placed with one or more institutional investors?
- c) Proposed Maturity (years): _____
- d) Expected Rating, if any: _____
- e) Variable Rate (Y/N): _____; if not, Estimated Fixed Rate _____%
- f) Is the Project to be financed through the issuance of the Authority's Bonds part of a larger project contemplated by the Applicant?
Yes No

If Yes, describe the overall Project, indicating which part is to be financed with the Authority's Bonds and which part will not be so financed.

SECTION 5

ESTIMATED SOURCES AND USES OF FUNDS

Sources

Bond Proceeds	\$
Equity Contribution, if any	\$
<i>Other (please explain)</i>	\$
_____	\$
_____	\$ _____
Total Sources	\$ _____

Uses

Land	\$
Construction	\$
Equipment	\$
Capitalized Interest	\$
Accrued Interest	\$
Costs of Issuance	\$
Other (please explain)	\$
_____	\$
_____	\$ _____
Total Uses	\$ _____

SECTION 6

PREVIOUS OBLIGATIONS

Has the Applicant previously applied for financing, whether conventional, tax exempt or otherwise, for the proposed or a similar Project?

Yes No

If Yes, indicate particulars.

Has the Applicant ever defaulted on any debt obligation including, without limitation, any bonds, mortgages, notes or debentures?

Yes No

If Yes, indicate particulars.

SECTION 7

AFFIDAVIT

All facts and statements contained in this Application, including all exhibits and attachments hereto, are true and correct to the best of the Applicant's knowledge and belief. The Applicant has provided, and will provide as it becomes available to the Applicant, all material information that could impact the decision of the Authority to approve the Project. The Applicant has not withheld any material information that could impact the Project. The Applicant knows of no material adverse fact relating to the Applicant or to the proposed financing that is not described in the Application. The Applicant hereby consents to all investigations deemed reasonably necessary by the Authority. The Applicant hereby expressly confirms and agrees to all agreements and consents that are deemed to be made in connection with this Application, including the payment of all fees, as described in the Authority's **Procedural Pamphlet**, dated November 1, 2019. The Applicant further expressly acknowledges and agrees that a portion of fees paid to the Authority will be allocated to, and treated as direct revenue of, certain professionals unrelated to the Authority, which may include attorneys, accountants, and consultants.

Dated: _____, 20__

By: _____

Name: _____

Its: _____

EXHIBIT B

FEE SCHEDULE

Payment by an Applicant of any Fee to the Authority will be deemed to be an agreement to, and acknowledgment of, a portion of such Fee being allocated to, and treated as direct revenue of, certain professionals unrelated to the Authority, which may include attorneys, accountants, and consultants.

"Annual Administrative Fee." For out-of-state and/or multi-state Applicants, contact the Authority's Program Manager for pricing (also, see "**State Benefit Fee**" below). For in-state projects, unless otherwise agreed to in writing by the Authority's Program Manager, the Authority shall be paid an annual administrative fee in an amount equal to:

- Non-Profit and Governmental Applicants: 7.75 basis points (.0775%) of the outstanding aggregate principal amount of Bonds as of each January 1, with a minimum of \$3,000, without demand.
- For Profit Applicants: 9.75 basis points (.0975%) of the outstanding aggregate principal amount of Bonds as of January 1, with a minimum of \$3,000, without demand.

The Annual Administrative Fee is to be collected in advance by the Trustee and then paid to the Authority by the Trustee in advance on each January 1 (and shall be considered late as of January 15). The initial Annual Administrative Fee (for the year in which the Bonds are issued) is payable on the closing date of the Bonds in a prorated amount. The Authority's wire instructions for payment of the Annual Administrative Fee will be provided to the Applicant prior to the closing date. ***In lieu of paying an Annual Administrative Fee, the Applicant may propose a one-time fee, due at closing, in an amount acceptable to the Authority's Program Manager.***

"Closing Fee." On the date of issuance of the Bonds a fee of 2 basis points (.02%) of the aggregate principal amount of Bonds issued, with a minimum of \$1,000, shall be paid to the Authority.

"Extension Fee." If the Applicant requests an extension of preliminary or final approval pursuant to the Procedural Pamphlet, or is required to provide a status report with respect to a Carryforward Project pursuant to the Procedural Pamphlet, an additional fee of \$500 is due and payable at the time any extension is requested or status report required.

"Filing Fee." The non-refundable fee for filing an Application is \$3,000, which must be paid at the time the Application is filed.

"State Benefit Fee." The fee required to be paid with respect to Bonds issued to assist in the financing or refinancing of a Project located outside the State of Arizona. The Authority "earmarks" such fees for further remittance to the State of Arizona. The amount of each State Benefit Fee varies depending on Project- and transaction-specific details. The Authority's Program Manager must approve the amount of each State Benefit Fee.