

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD (“CAB”)**

8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

**NOTICE OF CONTINUED SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2022/May 2022
Carla Ferreira (AACMD Rep.)	Vice President	2022/May 2022
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2022
Denise Denslow	Secretary	N/A

**DATE: October 28, 2021**  
**TIME: 1:00 P.M.**  
**PLACE: Information Center**  
**3900 E. 470 Beltway**  
**Aurora, CO 80019**

**THERE WILL BE THE BOARD MEMBERS PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS CAB BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:**

Join Zoom Meeting  
<https://us06web.zoom.us/j/85642272109?pwd=emJkMVNDVmtlT0c1cUtUN1pBcU5GUT09>  
Meeting ID: 856 4227 2109  
Passcode: 111642  
1-720-707-2699

**I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.
- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.
- C. Public Comment. Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will

be limited to three (3) minutes per person.

## II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

A. Other.

## III. LEGAL MATTERS

- A. Discuss proposed Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub> (“2021A Bonds”) and Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub> (“2021B Bonds”) in a combined maximum aggregate principal amount of up to \$375,000,000 (collectively, the “2021 Bonds”) (enclosure).
1. Discuss update to In-Tract cost assumption.
  2. Discuss and consider approval of Engagement Letter with Sherman & Howard L.L.C. as District Special Counsel in connection with the issuance of the CAB’s 2021A Bonds (*previously included in original packet*).
  3. Acknowledge Amended and Restated Inclusion Agreement (Aurora Highlands, LLC / GVR King LLC / GVRE 470 LLC / Green Valley East LLC / SJSA Investments LLC / Aurora Highlands Holdings LLC / Property West of Powhaton) by and among Aerotropolis Area Coordinating Metropolitan District (“AACMD”), Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East LLC, SJSA Investments LLC and Aurora Highlands Holdings LLC.
  4. Acknowledge Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhaton) by and among AACMD, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.
  5. Acknowledge Amended and Restated Inclusion Agreement (GVR King Commercial LLC / Property East of Powhaton) by and among AACMD, GVR King Commercial LLC and Aurora Tech Center Development, LLC.

6. Discuss status of Termination of Inclusion and Exclusion Agreement (Parcels Within Section 20) by and among First Creek Ranch Metropolitan District (“FCRMD”), AACMD and Aurora Highlands, LLC.
7. Discuss and consider approval of Amended and Restated Capital Construction and Reimbursement Agreement (In-Tract Improvements) by and between the CAB and Aurora Highlands, LLC (enclosure).
8. Discuss and consider approval of Agreement Regarding Coordination of Facilities Funding for ATEC Development Area by and between the CAB and Aurora Tech Center Development, LLC (enclosure).
9. Discuss and consider approval of Termination of Intergovernmental Agreement for Coordination of Facilities Funding for ATEC Development Area by and among ATEC Metropolitan District No. 1 (“ATEC 1”), the CAB and Aurora Tech Center Development, LLC (enclosure).
10. Discuss separate Revenue Pledge Agreements by and between the CAB and each of the following districts: ATEC 1, ATEC Metropolitan District No. 2 (“ATEC 2”), The Aurora Highlands Metropolitan District No. 1 (“TAH 1”), The Aurora Highlands Metropolitan District No. 2 (“TAH 2”), The Aurora Highlands Metropolitan District No. 3 (“TAH 3”) and AACMD (*previously included in original packet*).
11. Discuss separate Resolutions authorizing the CAB to enter into Revenue Pledge Agreements with each of the following districts: ATEC 1, ATEC 2, TAH 1, TAH 2, TAH 3 and AACMD relating to the funding of public improvements serving the residents, occupants, property owners and taxpayers of the foregoing metropolitan districts, all of which are to be in the Authority’s service area and the operation, maintenance and administration thereof; approving the forms of the Revenue Pledge Agreements; authorizing the execution and delivery thereof and performance by the Authority thereunder; authorizing incidental action; and establishing the effective date thereof (*previously included in original packet*).
12. Discuss and consider approval of Amended and Restated Mill Levy Allocation Policy Agreement by and among the CAB, TAH 1, TAH 2, TAH 3, AACMD, ATEC 1, and ATEC 2 (enclosure).
13. Discuss status of Certificate and Waiver (Up to \$165,159,327 The Aurora Highlands Community Authority Board Special Tax Revenue Draw-Down Bonds, Series 2020A) by Oxnard Financial, LLC.

14. Discuss status of Certificate and Waiver (Up to \$32,338,830 The Aurora Highlands Community Authority Board Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B) by Aurora Highlands, LLC.
15. FIRST READING (2021 BONDS)
  - a. Discuss Resolution authorizing the issuance of the CAB’s 2021 Bonds, for the purpose of financing public improvements serving the residents, occupants, property owners and taxpayers of the CAB’s service area and paying the costs incidental to the issuance of the Bonds; approving forms of the indentures of trust and other related documents and instruments and authorizing the execution and delivery thereof and performance by the CAB thereunder; appointing an CAB Representative to act on behalf of the CAB under such indentures of trust; appointing an Authorized Delegate to make certain determinations relating to the Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof (“2021 Bond Resolution”) (*Resolution previously included in the original packet*) (enclosure – Indentures)
  - b. Consider approval, at this First Reading, of placement of consideration of adoption of the proposed 2021 Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2021 Bond Resolution on November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.
- B. Discuss and consider approval of Shared Use Intergovernmental Agreement by and between the CAB and Adams-Arapahoe 28J School District (*previously included in the original packet*).

#### **IV. FINANCIAL MATTERS**

- A. Other.

#### **V. MANAGER MATTERS**

- A. Manager’s Report.

#### **VI. COVENANT ENFORCEMENT AND COMMUNITY ENGAGEMENT MATTERS**

- A. Other

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**VII. EXECUTIVE SESSION**

- A. Convene in executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same.

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 18, 2021.**

**EXECUTIVE SUMMARY OF AGREEMENTS FOR THE CONTINUED REGULAR BOARD MEETING ON  
OCTOBER 28, 2021**

**FOR:**

**THE AURORA COMMUNITY AUTHORITY BOARD (the "CAB")**

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT ("AACMD")**

**1. Three Amended and Restated Inclusion Agreements**

**(a) Parties: West of Powhatan/Aurora Highlands**

(i) There is one Amended and Restated Inclusion Agreement for the property West of Powhatan between AACMD and Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East LLC, SJSA LLC and Aurora Highlands Holdings, LLC

**(b) Parties: East of Powhatan/ATEC:**

(i) There are two Amended and Restated Inclusion Agreements for the property East of Powhatan. One is between AACMD and Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC

(ii) The other is between AACMD and GVR King Commercial, LLC and Aurora Tech Center Development, LLC

**(c) Material Terms of All Three Amended and Restated Inclusion Agreements:**

(i) Inclusion is required of real property owned by individual Owners into one of the Residential Districts (The Aurora Highlands Metropolitan District Nos. 1 – 3) or the Commercial District (ATEC Metropolitan District Nos. 2) (the "**Districts**") that has entered into a Revenue Pledge Agreement the property tax revenues of which are to be pledged by the CAB to repay Bonds being underwritten or placed by D.A. Davidson and future debt of the CAB as determined by the CAB.

(ii) Inclusion is required of real property owned by individual Owners into ATEC Metropolitan District No. 1, that is East of Powhatan or into an Additional District that has entered into a Revenue Pledge Agreement the property tax revenues of which are to be pledged by the CAB to repay Bonds being underwritten or placed by Jeffries and future debt of the CAB as determined by the CAB.

(iii) Inclusion of the property into a Residential, Commercial District or ATEC Metropolitan District No. 1 will burden the included property with the repayment of debt incurred in the development of Public Improvements benefiting the service area of the CAB, which includes the property that is the subject of the applicable Amended and Restated Inclusion Agreement.

(iv) The Amended and Restated Inclusion Agreements also anticipate that Additional Districts may be organized and under certain conditions, the property may be included into one of the Additional Districts, so long as that Additional District has entered into a Revenue Pledge Agreement that meets the requirements of the applicable Amended and Restated Inclusion Agreement.

(d) **Summary:**

(i) Inclusion of an Owner’s property that is located West of Powhatan into a Residential or Commercial District, and inclusion of an Owner’s property that is located East of Powhatan into ATEC Metropolitan District No. 1 East, will result in the property being subject to the imposition of taxes of the applicable District for the repayment of Bonds, issued from time to time, for the development of the Public Improvements to which that District’s Revenue Pledge Agreement revenue has been pledged by the CAB.

(ii) The inclusion of an Owner’s property will be triggered by

(1) The issuance by the City of a building permit for the Triggered Parcel; or

(2) The transfer of title to the Triggered Parcel to a third party, provided:

a) The transfer of a Triggered Parcel to a new owner for the purposes of the development of a mixed use project with non-residential and residential units will not constitute a trigger until the residential and non-residential units can be legally described; and

b) The transfer to an affiliated entity or another Owner (i.e., an entity that is controlled by or under the common control with Owner) will not be deemed a transfer to a third party.

(iii) The Triggered Parcel may be included into an Additional District, so long as that Additional District has entered into a Revenue Pledge Agreement that commits the Additional District to:

(1) Substantially similar terms as a Residential District Pledge Agreement if the property in the Additional District is all residential;

(2) Substantially similar terms as a Commercial District if the property in the Additional District is all commercial;

(3) With a debt mill levy pledge of 29 mills or greater (as adjusted for changes in the assessment ratio occurring after January 1, 2021) if the property in the Additional District is high density residential (15 units to the acre or greater); or

(4) With a debt mill levy pledge of 29 mills or greater (as adjusted for changes in the assessment ratio occurring after January 1, 2021) if the property in the Additional District is developed as mixed use with residential and commercial.

(iv) In the event that the Board of Directors of the including District does not include the petitioned property, the Owner shall petition for inclusion into AACMD, and AACMD has committed to process the inclusion of the property within its boundaries.

(e) **Action:**

(i) Review and approval by the Board of Directors of AACMD, and acknowledgment by the Boards of Directors of the CAB, ATEC Metropolitan District Nos. 1 – 2 and The Aurora Highlands Metropolitan District Nos. 1 – 3 at the Continued Regular Board Meeting to be held on October 28<sup>th</sup>, 2021.



**2. Termination of Inclusion and Exclusion Agreement Parcels (Within Section 20)**

**(a) Parties: First Creek Ranch Metropolitan District, AACMD, Aurora Highlands, LLC**

**(b) Material Terms of the Termination of Inclusion and Exclusion Agreement**

(i) The original Agreement was entered into in 2019.

(ii) Since that time the CAB has been organized and AACMD is a member of the CAB.

(iii) It is still the intent of the Parties that the property owned by Aurora Highlands, LLC be excluded from First Creek when included into one of the CAB Member Districts.

(iv) It is also the intent of First Creek Ranch Metropolitan District to seek a Service Plan Amendment, which if approved by the City of Aurora, would enable First Creek Ranch Metropolitan District to become a member of the CAB.

(v) In the interim, First Creek Ranch Metropolitan District and the CAB are contemplating entering into a Cost Sharing Agreement that will further clarify how these entities will be working together.

(vi) Under the current circumstances, the original Agreement is no longer necessary.

**(c) Action:**

(i) Review and approval by the Board of Directors of the CAB and First Creek Ranch Metropolitan District at the Continued Regular Board Meeting to be held on Oct. 28, 2021.

### 3. **Amended and Restated Mill Levy Allocation Policy Agreement.**

(a) **Parties:** The CAB, AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1 and ATEC Metropolitan District No. 2.

#### (b) **Material Terms of the Amended and Restated Mill Levy Allocation Policy Agreement.**

(i) The original Agreement addressed the topic of the property taxes being imposed under the 2020 Capitol Pledge Agreements related to repayment of Bonds to be issued by the CAB.

(ii) If the CAB Board determines to issue the proposed 2021 Bonds being underwritten or placed by D. A. Davidson, the 2020 Capitol Pledge Agreements will be terminated and Revenue Pledge Agreements will be executed.

(1) The Revenue Pledge Agreements address the commitments of the CAB Districts to impose debt service and operating mill levies.

(iii) The purpose of the Amended and Restated Mill Levy Allocation Policy Agreement is to update the terms to conform to the provisions of the new Revenue Pledge Agreements and to have the CAB Districts, in one document, acknowledge the existence of these terms and the fairness of these terms.

#### (c) **Summary:**

The previous Mill Levy Allocation Policy Agreement was approved coincident with the approval of the Capital Pledge Agreements between the CAB and AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1 and ATEC Metropolitan District No. 2 in 2020.

The Capital Pledge Agreements are being terminated and Revenue Pledge Agreements being approved as a part of the 2021 Series A and 2021 Series B Bond issuances. The Amended and Restated Mill Levy Allocation Policy Agreement has been prepared to recognize the provisions in the Revenue Pledge Agreements regarding the imposition of mill levies for operating purposes, in addition to debt repayment purposes, due to the reliance each of the Districts and the CAB have on each other for these revenues to operate and maintain the facilities to be owned by the CAB for the benefit of all of the Districts and their taxpayers.

#### (d) **Action:**

(i) Review and approval by the Board of Directors of the CAB, AACMD, and The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands

Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1 and ATEC Metropolitan District No. 2 at the Continued Regular Board Meeting to be held on Oct. 28, 2021.

**4. Termination of the First Amended and Restated Facilities Funding and Acquisition Agreement (2018)**

**(a) Parties: Aurora Highlands, LLC and AACMD**

**(b) Material Terms of the Termination of the First Amended and Restated Facilities Funding and Acquisition Agreement.**

(i) This Agreement was entered into in 2018, prior to the organization of the CAB and prior to the issuance of the 2020 Bonds.

(ii) All reimbursement obligations of AACMD under this Agreement was made from the Series 2020 A Bonds and there are no amounts currently owing under this Agreement.

(iii) Any future advances for funding or commitments for reimbursement will be made through Agreements with the CAB.

**(c) Summary:**

(i) The funding for projects that were the subject of the First Amended and Restated Facilities Funding Agreement was provided by the 2020 Series A Bonds and all amounts to be reimbursed have been paid. There is no future funding required under this Agreement.

**(d) Action:**

(i) Review and approval by the Board of Directors of AACMD at the Continued Regular Meeting on October 28, 2021.

(ii)

## 5. Amended and Restated Capital Construction and Reimbursement Agreement (“CCRA”)

### (a) Parties:

- (i) The CAB
- (ii) Aurora Highlands, LLC

### (b) Material Terms:

(i) The CAB is issuing 2021 Series A Bonds the proceeds of which are anticipated to refund the 2020 A and 2020 B Bonds and also to fund Public Improvements, both spine and In-Tract, to support development of residential and non-residential uses in the Aurora Highlands portion of the CAB service area.

(ii) The CCRA addresses the intent of the CAB regarding the funding of Public Improvements from the Bond proceeds and the reimbursement of Aurora Highlands any amounts due under the CCRA, and when the Bond proceeds are fully expended, to reimburse Aurora Highlands, LLC by the exchange of 2021 Series B Bonds for Verified Costs and Administrative Costs owing to Aurora Highlands, LLC. The obligation of the CAB to reimburse Aurora Highlands, LLC will arise under the following circumstances:

(1) As result of the CAB, Aurora Highlands, LLC and a Builder entering into a Waiver and Release of Reimbursement Rights Agreement pursuant to which the Builder will waive any right to reimbursement for the costs of Public Improvements they install;

(2) As a result of Aurora Highlands, LLC, at its option, advancing funds to the CAB for the design and construction of Public Improvements if such work is needed and the CAB does not have funds to proceed with the work; and

(3) As a result of Aurora Highlands, LLC, at its option, proceeding to undertake the design and construction of certain of the Public Improvements.

(iii) The amounts to be reimbursed will accrue simple interest at 8 percent on the Verified Costs and the Administrative Costs until the reimbursement is made from the 2021 Series A Bond proceeds or made by the exchange for an equivalent value of 2021 B Bonds.

### (c) Construction Committee:

(i) The CCRA recognizes the responsibility of the Construction Committee to provide recommendations to the CAB on the Long Term Capital Improvement Plan, the 3 Year CIP and the One Year Ahead Budget, and amendments thereto from time to time.

(ii) The CCRA also recognizes the responsibility of the Construction Committee to provide recommendations to the CAB on the budgeting for and procurement of contracts and services necessary to implement the Long Term Capital Improvement Plan.

(iii) The CAB President and a representative of AH LLC (and designated alternates to participate in the event one or the other cannot be present) will be voting on the recommendations to the CAB (and to AACMD, as the CAB's Project Manager).

(iv) The CCRA sets for the procedures for the functioning of the Construction Committee.

(d) **Summary:**

The CCRA-In-Tract was entered into at the time of issuance of the 2020 B Bonds. The refinancing of the 2020 Series A and 2020 Series B Bonds with a 2021 Series A Bond requires amended terms to address these changing circumstances.

The CCRA terms expand the possible Public Improvements that might be funded or caused to be funded by Aurora Highlands, LLC to include spine and In-Tract improvements to support the development of residential and non-residential uses in the Aurora Highlands portion of the CAB service area.

The CAB will reimburse Aurora Highlands, LLC from the proceeds of the 2021 A Bonds for Verified Costs and related Administrative Costs, to the extent such funds are available, and if the Verified Costs and related Administrative costs are not reimbursed from the 2021 A Bonds, they will be exchanged for 2021 B Bonds. Interest on the Verified Costs and Administrative Costs will accrue: (i) on Advances from Aurora Highlands, LLC, from the date of deposit into the CAB's account to the date of reimbursement; and (ii) on Verified Costs and Administrative Costs from the date they were paid by Builder or Aurora Highlands through the date of reimbursement.

The Construction Committee provisions in the CCRA are a recognition of the current representation on the Construction Committee, role and function of the Construction Committee and the commitment of Aurora Highlands, LLC and the CAB to continue to work together to assure the recommendations to the CAB and AACMD, as the CAB's Project Manager, regarding the amendments to the Long Term Capital Improvement Plan, and the adoption and any amendments to the 3 Year CIP and the Year Ahead Plan, and recommendations related to the contracting for planning, design and construction of the public improvements in the Long Term Capital Improvement Plan, 3 Year CIP and the Year Ahead Plan are all informed by the timing and phasing of the anticipated residential and non-residential development within the CAB service area (which includes both the Aurora Highlands and ATEC).

(e) **Action:**

Review and approval by the Board of Directors of the CAB at the Continued Regular Board Meeting to be held on October 28, 2021.

## **6. Agreement Regarding Coordination of Facilities Funding for ATEC Development Area**

**(a) Parties:**

- (i) The CAB.
- (ii) ATEC Metropolitan District No. 1 (“**ATEC No. 1**”)
- (iii) Aurora Tech Center Development, LLC

**(b) Material Terms:**

(i) Aurora Tech Center Development, LLC to request the issuance of additional Bonds to fund or reimburse the costs certain of Public Improvements to support the residential and non-residential development within the development area known as ATEC generally located East of Powhatan in the CAB service area.

(ii) If additional Bonds cannot be issued in a timely way, Aurora Tech Center Development, LLC can enter into a CCRA-Commercial and reimbursement of Verified Costs and Administrative Costs would be made pursuant to the terms of the CCRA-Commercial:

(1) As result of the CAB, Aurora Tech Center Development, LLC and a Builder entering into a Waiver and Release of Reimbursement Rights Agreement pursuant to which the Builder will waive any right to reimbursement for the costs of Public Improvements they install;

(2) As a result of Aurora Tech Center Development, LLC, at its option, advancing funds to the CAB for the design and construction of Public Improvements if such work is needed and the CAB does not have funds to proceed with the work; and

(3) As a result of Aurora Tech Center Development, LLC, at its option, proceeding to undertake the design and construction of certain of the Public Improvements.

(iii) The amounts to be reimbursed will accrue simple interest at 8 percent on the Verified Costs and the Administrative Costs until the reimbursement is made.

**(c) Summary:**

The Agreement Regarding Coordination of Facilities Funding for ATEC Area Projects replaces the Intergovernmental Agreement Regarding Coordination of Facilities Funding ATEC Metropolitan District No. 1 Projects that was entered into at the time of the 2020 Series A and 2020 Series B Bonds.

This Agreement establishes the mechanism to fund the development of Public Improvements that support development within ATEC, the property in the CAB's service area generally located East of Powhatan.

Upon the request of Aurora Tech Center Development, LLC, the funding can occur:

- (i) By the issuance of Additional Bonds by the CAB; or
- (ii) By the execution of a CCRA-Commercial.

**Action:**

Review and approval at by the Boards of Directors of the CAB and ATEC No. 1 at the Continued Special Meeting to be held on October 28, 2021.



**7. Termination of the Intergovernmental Agreement Regarding Coordination of Facilities Funding For ATEC Metropolitan District No. 1 Projects**

(a) **Parties:**

- (i) The CAB.
- (ii) ATEC Metropolitan District No. 1 (“**ATEC No. 1**”)
- (iii) Aurora Tech Center Development, LLC

(b) **Material Terms of the Termination of Intergovernmental Agreement Regarding Coordination of Facilities Funding For ATEC Metropolitan District No. 1 Projects**

(c) This Agreement terminates the Intergovernmental Agreement Regarding Coordination of Facilities Funding For ATEC Metropolitan District No. 1 Projects.

(d) **Summary:**

(e) This Agreement was entered into at the time of the 2020 Series A and 2020 Series B Bonds.

(f) The terms of this Agreement were tied, in part, to the waterfall of pledged revenues to pay the 2020 Series A and 2020 Series B Bonds that are no longer relevant due to the refunding of those Bonds.

(g) **Action:**

(i) Review and approval by the Board of Directors of the CAB, ATEC Metropolitan District No. 1 the Continued Regular Meeting on October 28, 2021.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (WITH PLEDGED REVENUES DERIVED FROM THE AURORA HIGHLANDS METROPOLITAN DISTRICTS NOS.1-3 AND ATEC METROPOLITAN DISTRICT NO.2 – THE WESTERN PORTION OF THE DEVELOPMENT)**

**SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021A<sup>(3)</sup>**

<b>Delivery Date:</b>	December 2021
<b>Sources:</b>	
<b>Par Amount:</b>	\$334,063,000 (estimated)
<b>Uses:</b>	
<b>Project Fund:</b>	\$216,962,587 (estimated, approximately \$130M for spine/core with the remainder for in-tracts, but there is no obligation created to allocate funds. These estimates are for illustrative purposes only)
<b>Refund 2020A Draws</b>	\$99,830,900 (estimated)
<b>Refund 2020B Draws</b>	\$11,783,568 (estimated)
<b>Structure:</b>	
<b>Final Maturity:</b>	December 1, 2051 (estimated)
<b>Interest Rate:</b>	5.25% (estimated rate; actual rate determined at pricing)
<b>Payment Dates:</b>	Principal and interest payments annually on December 1.
<b>Tax Status:</b>	Tax-exempt, Non-AMT, Non-Bank Qualified
<b>Optional Redemption:</b>	Estimated 12/1/2026 at \$103 premium declining 1% per year (actual redemption provisions determined at pricing)
<b>Credit Rating:</b>	Non-Rated
<b>Senior Pledged Revenue:</b>	From each of the Pledge Districts pledged revenues include i) Required Debt Service Mill Levies plus the associated specific ownership taxes and ii) system development fees of \$2,500 per single family home. The residential districts will have a springing 50 year pledge and the commercial district pledge shall be in place so long as these bonds or future draws on these bonds are outstanding. There is a carve out of the debt service mill levies of \$1.5M to fund the Operations Budget. The combined levies for Operations and Debt shall be 70 mills for the Single Family Residential Districts and 35 for the for-

rent apartment/multifamily and commercial Districts, subject to adjustment from January 1, 2004.

The Required Debt Service Mill Levy for the Residential Districts is capped at 50 mills subject to adjustment from January 1, 2004. The Required Debt Service Mill Levy for the Commercial & For-Rent Apartment/ Multifamily District is capped at 29 mills subject to adjustment from January 1, 2004. The bonds discharge in the 50th year after the last Residential District's debt service mill levy was first imposed. The bonds are structured as cash flow bonds that pay each year on December 1st. Available revenues produced from the Required Mill Levy and specific ownership taxes generated from the Required Mill Levy will be used to pay current interest, accrued interest, and then principal. Interest not paid when due will accrue and compound annually at the rate on the bonds. Any amount unpaid at the maturity date will remain outstanding and continue to accrue and compound.

**Additional Debt:**

Partial refundings of the 2021A Bonds that result in a lower net effective rate are permitted without consent of the senior bondholders. Other additional bonds are allowed to be issued without consent of the senior bondholders if the total combined debt to assessed value is at or below 65% after the issuance of the additional bonds. Such additional bonds are further restricted by the 2021B Subordinate Bonds indenture so long as those bonds have not been refunded. Any other additional debt requires consent of the bondholders.

**Subordinate Debt:**

Subordinate bonds are intended to be issued as draw down notes. Additional subordinate debt is restricted by the 2021B Subordinate indenture.

**Events of Default:**

It is not an event of default if the District fails to pay interest and principal on December 1, but has levied the required mill levy. Only failure to levy the required mill levy is a payment event of default.

**Trustee:**

Zions Bank

**SUBORDINATE SPECIAL TAX REVENUE DRAW DOWN BONDS  
SERIES 2021B<sup>(3)</sup>**

<b>Delivery Date:</b>	Same as 2021A
<b><u>Sources:</u></b>	
<b>Par Amount:</b>	\$70M (estimated – will be confirmed with market study to show feasibility). The first issuance will be the noticed amount less the 2021A par with an indenture amendment for the remainder to be noticed and approved as quickly as practical.
<b><u>Uses:</u></b>	
<b>Project Fund:</b>	\$70M (estimated, future draws reasonably expected over 3 years)
<b><u>Structure:</u></b>	
<b>Final Maturity:</b>	December 15, 2061 (estimated)
<b>Interest Rate:</b>	Floating. Estimated as 5% + MMD BBB, 30 year index as of the date of the draw, resetting at each 1 year draw anniversary (subject to further discussion with Lewis Young before closing)
<b>Payment Dates:</b>	Principal and interest payments annually on December 15
<b>Tax Status:</b>	Tax-exempt, Non-AMT, Non-BQ
<b>Optional Redemption:</b>	Callable anytime
<b>Credit Rating:</b>	Non-Rated
<b>Subordinate Pledged Revenue:</b>	These bonds receive a subordinate pledge on all revenues pledged to the 2021A bonds plus a first lien pledge on the for-rent/multifamily and commercial facility fees. The bonds are structured as cash flow bonds that pay each year on December 15th. These are structured as draw down notes based on eligible expenses incurred and accepted by the Authority above the 2021A proceeds. Interest not paid when due will accrue and compound annually at the rate on the bonds. Any amount unpaid at the maturity date will remain outstanding and continue to accrue and compound.
<b>Permitted Senior Refunding or Partial Refundings of the 2021B Bonds:</b>	Refunding of the 2021A or 2021B Bonds are permitted without consent so long as a third party market study and cash flow analysis provided by a CPA demonstrate that the total debt of the Authority is reduced as a result of the

refunding. Refunding bonds must be issued solely for the purpose of refunding in whole or in part the 2021A or 2021B bonds and paying costs in connection therewith. Any Bonds issued to raise additional capital require consent. Additionally, in the case of a partial refunding of the 2021A Bonds such partial refunding must also meet the terms of the 2021A indenture.

**Additional Subordinate Debt:** Requires Consent

**Junior Subordinate Debt:** Requires Consent

**Trustee:** Zions



THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Development Projection – Total Available Revenues

Series 2021A(3) G.O. Bonds, P&C Refg of Ser. 2020A (Orig. \$155.169M+New) + Ser. 2020B (Est'd Draws to date), Non-Rated, Senior C-F Bonds, 2051 (stated) Maturity, plus (Future) Series 2020B C-F (Fill-up) Bonds

Table with columns: YEAR, D#1 (Residential) Total Assessed Value, D#2 (Residential) Total Assessed Value, [Residential] Total Assessed Value, D/S Mill Levy [55.664 Target] [55.664 Cap], D/S Mill Levy Collections @ 99%, S.O. Taxes Collected @ 6%, MD#3 (MP) Total Assessed Value, ATEC MD#2 (Commercial) Total Assessed Value, [MF+Comm] Total Assessed Value, D/S Mill Levy [29,000 Target] [29,000 Cap], D/S Mill Levy Collections @ 98%, S.O. Taxes Collected @ 6%, [Rest Districts] Total Sys. Dev. Fees Collections, [All Districts] Total Available Revenue, Less: Trustee Fee \$4,000, Net Available for Debt Svc.



THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Development Projection – Total Available Revenues

Series 2021A(3) G.O. Bonds, P&C Refg of Ser. 2020A (Orig. \$165.159M+New) + Ser. 2020B (Est'd Draws to date), Non-Rated, Senior C-F Bonds, 2051 (stated) Maturity; plus (Future) Series 2020B C-F (Fill-Up) Bonds

Ser. 21A(3) Senior Cash-Flow Bonds >>>																	
YEAR	Available for CF Bond Debt Service	Application of Prior Year Surplus	Total Available for CF Bond Debt Service	Date Bonds Issued	CF Bond Bond Interest on Balance* 5.25%	Less Payments Toward CF Bond Interest	Accrued Interest + Int. on Bal @ 5.25%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Par Amount	Less Payments Toward Bond Principal	Balance of CF Bond Principal	Total CF Bond Prnts.	Surplus Cash Flow	Surplus Release	Cum. Surplus	
2017																	
2018																	
2019																	
2020																	
2021	0		0	12/15/21	0	0	0	0	334,063,000	0	334,063,000	0	0	0	0		
2022	291,000	0	291,000		17,538,308	291,000	17,247,308	0	17,247,308	0	334,063,000	291,000	0	0	0		
2023	831,000	0	831,000		17,538,308	831,000	18,607,308	0	33,854,615	0	334,063,000	831,000	0	0	0		
2024	1,241,479	0	1,241,479		17,538,308	1,241,479	18,298,829	0	50,151,444	0	334,063,000	1,241,479	0	0	0		
2025	3,141,727	0	3,141,727		17,538,308	3,141,727	14,398,580	0	64,546,024	0	334,063,000	3,141,727	0	0	0		
2026	6,929,320	0	6,929,320		17,538,308	6,929,320	10,608,988	0	75,157,012	0	334,063,000	6,929,320	0	0	0		
2027	10,265,652	0	10,265,652		17,538,308	10,265,652	7,272,655	0	82,429,667	0	334,063,000	10,265,652	0	0	0		
2028	13,306,748	0	13,306,748		17,538,308	13,306,748	4,231,559	0	88,661,226	0	334,063,000	13,306,748	0	0	0		
2029	15,418,106	0	15,418,106		17,538,308	15,418,106	2,119,201	0	88,780,428	0	334,063,000	15,418,106	0	0	0		
2030	16,051,308	0	16,051,308		17,538,308	17,538,308	0	513,000	88,267,427	0	334,063,000	16,051,308	0	0	0		
2031	20,585,745	0	20,585,745		17,538,308	17,538,308	3,047,437	0	85,219,990	0	334,063,000	20,585,745	0	0	0		
2032	23,676,329	0	23,676,329		17,538,308	17,538,308	5,138,021	0	79,081,969	0	334,063,000	23,676,329	0	0	0		
2033	25,864,434	0	25,864,434		17,538,308	17,538,308	8,328,127	0	70,765,842	0	334,063,000	25,864,434	0	0	0		
2034	29,122,653	0	29,122,653		17,538,308	17,538,308	11,594,245	0	59,171,497	0	334,063,000	29,122,653	0	0	0		
2035	31,128,275	0	31,128,275		17,538,308	17,538,308	13,969,868	0	45,581,529	0	334,063,000	31,128,275	0	0	0		
2036	34,722,651	0	34,722,651		17,538,308	17,538,308	17,184,344	0	28,397,166	0	334,063,000	34,722,651	0	0	0		
2037	35,821,947	0	35,821,947		17,538,308	17,538,308	18,283,639	0	10,113,547	0	334,063,000	35,821,947	0	0	0		
2038	38,791,887	0	38,791,887		17,538,308	17,538,308	0	10,113,547	11,199,000	322,824,000	38,790,854	813	0	813	0		
2039	39,800,759	813	39,801,602		16,952,510	16,952,510	0	0	22,846,000	300,078,000	39,801,510	(721)	0	82	0		
2040	42,823,946	82	42,824,038		15,753,990	15,753,990	0	0	27,170,000	272,606,000	42,823,990	(44)	0	48	0		
2041	43,873,728	48	43,873,775		14,327,565	14,327,565	0	0	26,546,000	243,360,000	43,873,565	183	0	210	0		
2042	46,818,244	210	46,818,455		12,776,400	12,776,400	0	0	34,142,000	208,218,000	46,818,400	(158)	0	85	0		
2043	47,894,748	55	47,894,803		10,883,945	10,883,945	0	0	36,710,000	172,508,000	47,893,945	803	0	857	0		
2044	50,501,244	857	50,502,101		9,056,670	9,056,670	0	0	41,445,000	131,063,000	50,501,670	(426)	0	431	0		
2045	50,839,857	431	50,840,288		6,880,808	6,880,808	0	0	43,959,000	67,104,000	50,839,808	49	0	480	0		
2046	53,606,765	480	53,607,236		4,572,980	4,572,980	0	0	48,034,000	38,070,000	53,606,980	(205)	0	278	0		
2047	53,606,765	0	53,606,765		1,898,675	1,898,675	0	0	38,070,000	0	40,068,675	13,538,080	13,538,086	0	0		
2048	56,528,319	0	56,528,319		0	0	0	0	0	0	56,528,319	56,528,319	56,528,319	0	0		
2049	56,528,319	0	56,528,319		0	0	0	0	0	0	56,528,319	56,528,319	56,528,319	0	0		
2050	59,613,372	0	59,613,372		0	0	0	0	0	0	59,613,372	59,613,372	59,613,372	0	0		
2051	59,613,372	0	59,613,372		0	0	0	0	0	0	59,613,372	59,613,372	59,613,372	0	0		
2052	62,875,254	0	62,875,254		0	0	0	0	0	0	62,875,254	62,875,254	62,875,254	0	0		
2053	62,875,254	0	62,875,254		0	0	0	0	0	0	62,875,254	62,875,254	62,875,254	0	0		
2054	66,315,842	0	66,315,842		0	0	0	0	0	0	66,315,842	66,315,842	66,315,842	0	0		
2055	66,315,842	0	66,315,842		0	0	0	0	0	0	66,315,842	66,315,842	66,315,842	0	0		
2056	69,949,588	0	69,949,588		0	0	0	0	0	0	69,949,588	69,949,588	69,949,588	0	0		
2057	69,949,588	0	69,949,588		0	0	0	0	0	0	69,949,588	69,949,588	69,949,588	0	0		
2058	73,787,551	0	73,787,551		0	0	0	0	0	0	73,787,551	73,787,551	73,787,551	0	0		
2059	73,787,551	0	73,787,551		0	0	0	0	0	0	73,787,551	73,787,551	73,787,551	0	0		
2060	77,841,432	0	77,841,432		0	0	0	0	0	0	77,841,432	77,841,432	77,841,432	0	0		
2061	77,841,432	0	77,841,432		0	0	0	0	0	0	77,841,432	77,841,432	77,841,432	0	0		
2062	82,123,610	0	82,123,610		0	0	0	0	0	0	82,123,610	82,123,610	82,123,610	0	0		
2063	82,123,610	0	82,123,610		0	0	0	0	0	0	82,123,610	82,123,610	82,123,610	0	0		
2064	86,647,186	0	86,647,186		0	0	0	0	0	0	86,647,186	86,647,186	86,647,186	0	0		
2065	86,647,186	0	86,647,186		0	0	0	0	0	0	86,647,186	86,647,186	86,647,186	0	0		
2066	91,428,024	0	91,428,024		0	0	0	0	0	0	91,428,024	91,428,024	91,428,024	0	0		
2067	91,428,024	0	91,428,024		0	0	0	0	0	0	91,428,024	91,428,024	91,428,024	0	0		
2068	96,474,791	0	96,474,791		0	0	0	0	0	0	96,474,791	96,474,791	96,474,791	0	0		
2069	96,474,791	0	96,474,791		0	0	0	0	0	0	96,474,791	96,474,791	96,474,791	0	0		
2070	101,809,014	0	101,809,014		0	0	0	0	0	0	101,809,014	101,809,014	101,809,014	0	0		
2071	101,809,014	0	101,809,014		0	0	0	0	0	0	101,809,014	101,809,014	101,809,014	0	0		
2072	107,445,119	0	107,445,119		0	0	0	0	0	0	107,445,119	107,445,119	107,445,119	0	0		
2073	107,445,119	0	107,445,119		0	0	0	0	0	0	107,445,119	107,445,119	107,445,119	0	0		
2074	113,400,493	0	113,400,493		0	0	0	0	0	0	113,400,493	113,400,493	113,400,493	0	0		
2075	113,400,493	0	113,400,493		0	0	0	0	0	0	113,400,493	113,400,493	113,400,493	0	0		
2076	119,693,536	0	119,693,536		0	0	0	0	0	0	119,693,536	119,693,536	119,693,536	0	0		
2077	119,693,536	0	119,693,536		0	0	0	0	0	0	119,693,536	119,693,536	119,693,536	0	0		
2078	126,343,722	0	126,343,722		0	0	0	0	0	0	126,343,722	126,343,722	126,343,722	0	0		
2079	126,343,722	0	126,343,722		0	0	0	0	0	0	126,343,722	126,343,722	126,343,722	0	0		
	3,523,606,811	2,986	3,523,609,797		391,455,750	302,675,322	88,780,428	88,780,428	334,063,000	334,063,000	725,518,750	2,798,088,081	2,798,088,081	0	0		

COI (est.): 5,485,845  
Escrow: 111,620,286  
Future Backbone: 73,234,954  
New: 143,721,805



THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Development Projection – Total Available Revenues

Series 2021(A) G.O. Bonds, P&C Refg of Ser. 2020A (Orig. \$165,159M+New) + Ser. 2020B (Est'd Draws to date), Non-Rated, Senior C-F Bonds, 2051 (stated) Maturity; plus (Future) Series 2020B C-F (Fill-up) Bonds

Ser. 20A Dev'r. Cash-Flow Bonds (\$165,159,327 Par) >>>

YEAR	Surplus Available for CF Bond Debt Service	Plus Svr. Refg Bond Proceeds	Application of Prior Year Surplus	Total Available for CF Bond Debt Service	Date Bonds Issued	CF Bond Current Interest on Balance* @ 8.00%	Less Payments Toward CF Bond Interest	Accrued Interest + Int. on Bal. @ 8.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Date Costs Incurred	Total Backbone & Amenities Costs*	Annual COI on Draws (est.)	Total District Senior Obligation Costs	Less Payments Toward Bond Principal	Balance of CF Bond Principal	Total CF Bond Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2017																				
2018																				
2019	0			0														0	0	0
2020	0			0	6/30/20					1,693,051	12/15/20	61,631,939	2,340,519	63,972,452	0	63,972,452	0	0	0	
2021	0	59,830,900	0	59,830,900		6,078,031	6,078,031	136,444	1,628,495	0	12/15/21	27,334,476	617,445	27,951,922	91,924,374	0	59,830,899	1	0	1
2022	0	36,617,477	0	36,617,477		0	0	0	0	0	12/15/22	35,672,164	945,312	36,617,477	36,617,477	0	36,617,477	0	0	1
2023	0	36,617,477	0	36,617,477		0	0	0	0	0	12/15/23	35,672,164	945,312	36,617,477	36,617,477	0	36,617,477	0	1	0
2024	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2025	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2026	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2027	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2028	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2029	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2030	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2031	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2032	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2033	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2034	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2035	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2036	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2037	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2038	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2039	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2040	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2041	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2042	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2043	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2044	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2045	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2046	0		0	0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2047	13,538,356		0	13,538,356		0	0	0	0	0	-	0	0	0	0	0	0	13,538,356	13,538,356	0
2048	56,528,319		0	56,528,319		0	0	0	0	0	-	0	0	0	0	0	0	56,528,319	56,528,319	0
2049	56,528,319		0	56,528,319		0	0	0	0	0	-	0	0	0	0	0	0	56,528,319	56,528,319	0
2050	59,613,372		0	59,613,372		0	0	0	0	0	-	0	0	0	0	0	0	59,613,372	59,613,372	0
2051	59,613,372		0	59,613,372		0	0	0	0	0	-	0	0	0	0	0	0	59,613,372	59,613,372	0
2052	62,875,254		0	62,875,254		0	0	0	0	0	-	0	0	0	0	0	0	62,875,254	62,875,254	0
2053	62,875,254		0	62,875,254		0	0	0	0	0	-	0	0	0	0	0	0	62,875,254	62,875,254	0
2054	66,315,842		0	66,315,842		0	0	0	0	0	-	0	0	0	0	0	0	66,315,842	66,315,842	0
2055	66,315,842		0	66,315,842		0	0	0	0	0	-	0	0	0	0	0	0	66,315,842	66,315,842	0
2056	69,949,588		0	69,949,588		0	0	0	0	0	-	0	0	0	0	0	0	69,949,588	69,949,588	0
2057	69,949,588		0	69,949,588		0	0	0	0	0	-	0	0	0	0	0	0	69,949,588	69,949,588	0
2058	73,787,551		0	73,787,551		0	0	0	0	0	-	0	0	0	0	0	0	73,787,551	73,787,551	0
2059	73,787,551		0	73,787,551		0	0	0	0	0	-	0	0	0	0	0	0	73,787,551	73,787,551	0
2060	77,841,432		0	77,841,432		0	0	0	0	0	-	0	0	0	0	0	0	77,841,432	77,841,432	0
2061	77,841,432		0	77,841,432		0	0	0	0	0	-	0	0	0	0	0	0	77,841,432	77,841,432	0
2062	82,123,610		0	82,123,610		0	0	0	0	0	-	0	0	0	0	0	0	82,123,610	82,123,610	0
2063	82,123,610		0	82,123,610		0	0	0	0	0	-	0	0	0	0	0	0	82,123,610	82,123,610	0
2064	86,647,186		0	86,647,186		0	0	0	0	0	-	0	0	0	0	0	0	86,647,186	86,647,186	0
2065	86,647,186		0	86,647,186		0	0	0	0	0	-	0	0	0	0	0	0	86,647,186	86,647,186	0
2066	91,426,024		0	91,426,024		0	0	0	0	0	-	0	0	0	0	0	0	91,426,024	91,426,024	0
2067	91,426,024		0	91,426,024		0	0	0	0	0	-	0	0	0	0	0	0	91,426,024	91,426,024	0
2068	96,474,791		0	96,474,791		0	0	0	0	0	-	0	0	0	0	0	0	96,474,791	96,474,791	0
2069	96,474,791		0	96,474,791		0	0	0	0	0	-	0	0	0	0	0	0	96,474,791	96,474,791	0
2070	101,809,014		0	101,809,014		0	0	0	0	0	-	0	0	0	0	0	0	101,809,014	101,809,014	0
2071	101,809,014		0	101,809,014		0	0	0	0	0	-	0	0	0	0	0	0	101,809,014	101,809,014	0
2072	107,445,119		0	107,445,119		0	0	0	0	0	-	0	0	0	0	0	0	107,445,119	107,445,119	0
2073	107,445,119		0	107,445,119		0	0	0	0	0	-	0	0	0	0	0	0	107,445,119	107,445,119	0
2074	113,400,483		0	113,400,483		0	0	0	0	0	-	0	0	0	0	0	0	113,400,483	113,400,483	0
2075	113,400,483		0	113,400,483		0	0	0	0	0	-	0	0	0	0	0	0	113,400,483	113,400,483	0
2076	119,693,536		0	119,693,536		0	0	0	0	0	-	0	0	0	0	0	0	119,693,536	119,693,536	0
2077	119,693,536		0	119,693,536		0	0	0	0	0	-	0	0	0	0	0	0	119,693,536	119,693,536	0
2078	126,343,722		0	126,343,722		0	0	0	0	0	-	0	0	0	0	0	0	126,343,722	126,343,722	0
2079	126,343,722		0	126,343,722		0	0	0	0	0	-	0	0	0	0	0	0	126,343,722	126,343,722	0
	2,788,088,081	173,086,884	0	2,971,153,915		6,078,031	6,078,031	136,444	1,628,495			160,310,738	4,848,588	165,159,327	165,159,327		173,086,884	2,798,088,062	2,798,088,062	0

[\*] Includes extra 6mos. int. on current years' Costs (as proxy for inter-period draws)

[†] Developer Projections





THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Development Projection -- Total Available Revenues

Series 2021A(3) G.O. Bonds, P&C Refg of Ser. 2020A (Orig. \$165.169M+New) + Ser. 2020B (Est'd Draws to date), Non-Rated, Senior C-F Bonds, 2051 (stated) Maturity; plus (Future) Series 2020B C-F (Fill-Up) Bonds

Ser. '20B-2 Dev't Cash-Flow Bonds (\$33,200,000 Par) >>>

YEAR	Surplus Available for CP Bond Debt Service	Plus Snt. Refg Bond Proceeds	Application of Prior Year Surplus	Total Available for CP Bond Debt Service	Date Bonds Issued	CP Bond Bond Interest on Balance* 9.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 9.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Date Costs Incurred	Per Unit Infract Costs*	Annual COI on Draws (est.)	Total District Sub. Obligation Costs	Less Payments Toward Bond Principal	Balance of CP Bond Principal	Total CP Bond Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2017																				
2018																				
2019																				
2020	0			0	6/30/20															
2021	0	11,789,396	0	11,789,396	10/27/21	586,904	586,904	2,218	26,933	24,617	12/15/20	5,485,835	582,283	6,068,118	0	6,068,118	0	0	0	
2022	0	0	0	0		0	0	0	0	0	12/15/21	5,067,003	40,538	5,107,541	11,175,859	0	11,789,396	1	1	0
2023	1			1		0	0	0	0	0	-	0	0	0	0	0	0	1	1	0
2024	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2025	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2026	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2027	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2028	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2029	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2030	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2031	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2032	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2033	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2034	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2035	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2036	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2037	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2038	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2039	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2040	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2041	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2042	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2043	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2044	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2045	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2046	0			0		0	0	0	0	0	-	0	0	0	0	0	0	0	0	0
2047	13,538,356			13,538,356		0	0	0	0	0	-	0	0	0	0	0	0	13,538,356	13,538,356	0
2048	56,528,319			56,528,319		0	0	0	0	0	-	0	0	0	0	0	0	56,528,319	56,528,319	0
2049	56,528,319			56,528,319		0	0	0	0	0	-	0	0	0	0	0	0	56,528,319	56,528,319	0
2050	59,613,372			59,613,372		0	0	0	0	0	-	0	0	0	0	0	0	59,613,372	59,613,372	0
2051	59,613,372			59,613,372		0	0	0	0	0	-	0	0	0	0	0	0	59,613,372	59,613,372	0
2052	62,875,254			62,875,254		0	0	0	0	0	-	0	0	0	0	0	0	62,875,254	62,875,254	0
2053	62,875,254			62,875,254		0	0	0	0	0	-	0	0	0	0	0	0	62,875,254	62,875,254	0
2054	66,315,842			66,315,842		0	0	0	0	0	-	0	0	0	0	0	0	66,315,842	66,315,842	0
2055	66,315,842			66,315,842		0	0	0	0	0	-	0	0	0	0	0	0	66,315,842	66,315,842	0
2056	69,949,588			69,949,588		0	0	0	0	0	-	0	0	0	0	0	0	69,949,588	69,949,588	0
2057	69,949,588			69,949,588		0	0	0	0	0	-	0	0	0	0	0	0	69,949,588	69,949,588	0
2058	73,787,551			73,787,551		0	0	0	0	0	-	0	0	0	0	0	0	73,787,551	73,787,551	0
2059	73,787,551			73,787,551		0	0	0	0	0	-	0	0	0	0	0	0	73,787,551	73,787,551	0
2060	77,841,432			77,841,432		0	0	0	0	0	-	0	0	0	0	0	0	77,841,432	77,841,432	0
2061	77,841,432			77,841,432		0	0	0	0	0	-	0	0	0	0	0	0	77,841,432	77,841,432	0
2062	82,123,810			82,123,810		0	0	0	0	0	-	0	0	0	0	0	0	82,123,810	82,123,810	0
2063	82,123,810			82,123,810		0	0	0	0	0	-	0	0	0	0	0	0	82,123,810	82,123,810	0
2064	86,647,186			86,647,186		0	0	0	0	0	-	0	0	0	0	0	0	86,647,186	86,647,186	0
2065	86,647,186			86,647,186		0	0	0	0	0	-	0	0	0	0	0	0	86,647,186	86,647,186	0
2066	91,426,024			91,426,024		0	0	0	0	0	-	0	0	0	0	0	0	91,426,024	91,426,024	0
2067	91,426,024			91,426,024		0	0	0	0	0	-	0	0	0	0	0	0	91,426,024	91,426,024	0
2068	96,474,791			96,474,791		0	0	0	0	0	-	0	0	0	0	0	0	96,474,791	96,474,791	0
2069	96,474,791			96,474,791		0	0	0	0	0	-	0	0	0	0	0	0	96,474,791	96,474,791	0
2070	101,809,014			101,809,014		0	0	0	0	0	-	0	0	0	0	0	0	101,809,014	101,809,014	0
2071	101,809,014			101,809,014		0	0	0	0	0	-	0	0	0	0	0	0	101,809,014	101,809,014	0
2072	107,445,119			107,445,119		0	0	0	0	0	-	0	0	0	0	0	0	107,445,119	107,445,119	0
2073	107,445,119			107,445,119		0	0	0	0	0	-	0	0	0	0	0	0	107,445,119	107,445,119	0
2074	113,400,493			113,400,493		0	0	0	0	0	-	0	0	0	0	0	0	113,400,493	113,400,493	0
2075	113,400,493			113,400,493		0	0	0	0	0	-	0	0	0	0	0	0	113,400,493	113,400,493	0
2076	119,693,536			119,693,536		0	0	0	0	0	-	0	0	0	0	0	0	119,693,536	119,693,536	0
2077	119,693,536			119,693,536		0	0	0	0	0	-	0	0	0	0	0	0	119,693,536	119,693,536	0
2078	126,343,722			126,343,722		0	0	0	0	0	-	0	0	0	0	0	0	126,343,722	126,343,722	0
2079	126,343,722			126,343,722		0	0	0	0	0	-	0	0	0	0	0	0	126,343,722	126,343,722	0
	2,788,068,062	11,789,396	0	2,809,877,458		586,904	586,904	2,218	26,933			10,552,837	622,822	11,175,659	11,175,659		11,789,396	2,798,068,062	2,798,068,062	0

COI (est.): 511,757  
Proceeds: 10,663,802

[\*] Includes extra Gmos. Int. on current years' Costs (as proxy for [inter-period draws]) [†] Developer Projections



THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Development Projection - Total Available Revenues

Series 2021A(2) G.O. Bonds, P&C Refg of Ser. 2020A (Orig. \$165.133M+New) + Ser. 2020B (Est'd Draws to date), Non-Rated, Senior C-F Bonds, 2051 (stated) Maturity; plus (Future) Series 2020B C-F (Fill-up) Bonds

Table with columns: YEAR, Surplus Available for CF Bond Debt Service, Plus Sr. Refg Bond Proceeds, (MF & Comm'l) Total Sys. Dev. Fees Collections, Application of Prior Year Surplus, Total Available for CF Bond Debt Service, Date Bonds Issued, CF Bond Bond Interest on Balance\* 7.50%, Less Payments Toward Sub Bond Interest, Accrued Interest + Int. on Bal. @ 7.50%, Less Payments Toward Accrued Interest, Balance of Accrued Interest, Date Costs Incurred, Per Unit Intrust Costs, Annual COI on Draws (est.), Total District Sub. Obligation Costs, Less Payments Toward Bond Principal, Balance of CF Bond Principal, Total CF Bond Pmts., Surplus Cash Flow, Surplus Release, Cum. Surplus.

2,788,086,082 50,000,000 4,532,066 8,001 2,892,628,129 199,165,523 26,740,311 112,425,212 112,425,212 148,140,150 1,851,852 150,000,000 150,000,002 289,165,525 2,993,454,903 2,583,454,903

[\*] Includes extra fines, int. on current years' Costs (as proxy for Inter-period draws) [†] Developer Projections







**AEROTROPOLIS METROPOLITAN DISTRICT No. 3 (Residential)**  
**Development Summary**  
 Development Projection – Buildout Plan (updated 9/23/21)

Residential Development		
Product Type	MF	
Base \$ ('21)	\$282,000	
		Res'l Totals
2021	-	-
2022	-	-
2023	-	-
2024	-	-
2025	401	401
2026	401	401
2027	401	401
2028	401	401
2029	401	401
2030	401	401
2031	401	401
2032	401	401
2033	401	401
2034	401	401
2035	-	-
2036	-	-
2037	-	-
2038	-	-
2039	-	-
2040	-	-
2041	-	-
2042	-	-
2043	-	-
2044	-	-
2045	-	-
2046	-	-
2047	-	-
2048	-	-
2049	-	-
2050	-	-
2051	-	-
2052	-	-
2053	-	-
2054	-	-
2055	-	-
2056	-	-
2057	-	-
2058	-	-
2059	-	-
2060	-	-
	4,010	4,010
MV @ Full Buildout (base prices; un-infl.)	\$1,130,820,000	<u>\$1,130,820,000</u>

notes:  
 Platted/Dev Lots = 10% MV; one-yr prior  
 Base MV \$ inflated 3% per annum  
 Sys. Dev Fees = \$2,500/SFD; \$1,000/MF; \$0.10/Comm'l SF



**THE AURORA HIGHLANDS CAB (ATEC MD#2 - Commercial)**  
**Development Summary**  
 Development Projection – Buildout Plan (updated 9/23/21)

**Commercial Development**

Product Type	Retail - PA2	Retail - PA3	Retail - PA10	Retail - PA22	Retail - PA25	Retail - PA30	Hospital (t-e) - PA 54	Office - PA 57	Retail - PA 63	Retail - PA 84	Industrial - PA 84	Comm'l SF Total
Base \$ ('21)	\$250/sf	\$250/sf	\$250/sf	\$250/sf	\$250/sf	\$250/sf	\$/sf	\$225/sf	\$250/sf	\$250/sf	\$90/sf	
2020	-	-	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	80,000	-	-	-	-	80,000
2023	345,575	-	-	-	-	-	248,488	-	-	-	-	594,063
2024	345,575	140,118	-	-	-	-	248,488	250,470	-	-	-	984,651
2025	345,575	140,118	107,448	-	-	-	248,466	250,470	-	-	-	1,092,097
2026	-	140,118	107,448	-	-	-	-	250,470	-	-	-	498,036
2027	-	-	107,448	88,572	-	-	-	-	-	-	-	196,020
2028	-	-	-	88,572	79,134	-	-	-	-	-	-	167,706
2029	-	-	-	88,572	79,134	201,828	-	-	-	-	-	369,534
2030	-	-	-	-	79,134	201,828	-	-	-	-	-	280,962
2031	-	-	-	-	-	201,828	-	-	47,916	-	-	249,744
2032	-	-	-	-	-	-	-	-	-	201,828	-	201,828
2033	-	-	-	-	-	-	-	-	-	201,828	-	201,828
2034	-	-	-	-	-	-	-	-	-	201,828	102,366	304,194
2035	-	-	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-	-	-
	1,036,725	420,354	322,344	265,716	237,402	605,484	825,462	751,410	47,916	605,484	102,366	5,220,663
MV @ Full Buildout (base prices;un-infl.)	\$259,181,250	\$105,088,500	\$80,586,000	\$66,429,000	\$59,350,500	\$151,371,000	\$0	\$169,067,250	\$11,979,000	\$151,371,000	\$9,212,940	\$1,063,636,440

notes:  
 Platted/Dev Lots = 10% MV; one-yr prior  
 Base MV \$ inflated 2% per annum  
 Sys. Dev Fees = \$2,500/SFD; \$1,000/MF; \$0.10/Comm'l SF



THE AURORA HIGHLANDS CAB (AHMD#1 - Residential)

Assessed Value Summary

YEAR	<<<<<< Residential >>>>>>				< Platted/Developed Lots >			Total Assessed Value
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 6.0%	Manual Adj	Cumulative Market Value	As'ed Value* @ 7.15% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	
2017	0			0		34		
2018	0		916,923	916,923		148,586		
2019	0		(916,923)	0	0	190,828	10	10
2020	0			0	65,560	6,898,517	43,090	108,650
2021	39			22,890,000	0	11,176,531	55,340	55,340
2022	118	1,373,400		92,096,337	0	24,322,717	2,000,570	2,000,570
2023	374			302,020,329	1,636,635	28,489,050	3,241,194	4,877,829
2024	468	18,121,220		583,764,747	6,584,888	28,765,586	7,053,588	13,638,476
2025	482			660,634,146	21,594,453	30,373,933	8,261,825	29,856,278
2026	518	51,650,049		1,219,136,036	41,739,179	30,662,701	8,342,020	50,081,199
2027	530			1,541,428,151	61,549,641	30,399,286	8,808,440	70,358,082
2028	530	92,485,689		1,965,874,718	67,168,227	30,739,413	8,892,183	96,060,410
2029	537			2,315,540,017	110,212,113	27,098,104	8,815,793	119,027,906
2030	460	138,932,401		2,770,845,740	140,560,042	25,599,601	8,914,430	149,474,472
2031	426			3,080,046,700	165,561,111	21,601,449	7,858,450	173,419,561
2032	340	184,802,802		3,531,480,888	198,115,470	21,600,508	7,423,884	205,539,355
2033	338			3,609,204,851	220,223,339	21,184,519	6,264,420	226,487,759
2034	334	228,552,291		4,321,037,296	252,500,883	20,100,989	6,264,147	258,765,031
2035	314			4,599,928,589	272,358,147	19,579,047	6,143,511	278,501,657
2036	310	275,995,715		5,158,601,912	308,954,167	18,088,009	5,829,287	314,783,454
2037	292			5,429,540,548	328,894,894	17,429,241	5,677,924	334,572,818
2038	285	325,772,433		6,027,151,459	388,840,037	15,044,138	5,245,523	374,085,559
2039	245			6,270,322,741	388,212,149	13,965,640	5,054,480	393,266,629
2040	228	376,219,364		6,881,582,057	430,941,329	12,828,538	4,362,800	435,304,129
2041	213			7,108,605,456	448,328,076	6,785,622	4,050,036	452,378,112
2042	120	426,396,327		7,655,781,225	492,033,117	5,530,272	3,720,276	495,753,393
2043	99			7,760,113,055	508,122,290	0	1,967,830	510,090,120
2044	0	465,606,783		8,225,719,839	547,368,358	0	1,603,779	548,992,137
2045	0			8,225,719,839	554,848,083	0	0	554,848,083
2046	0	493,543,190		8,719,263,029	588,138,968	0	0	588,138,968
2047	0			8,719,263,029	588,138,968	0	0	588,138,968
2048	0	523,155,782		9,242,418,811	623,427,307	0	0	623,427,307
2049	0			9,242,418,811	623,427,307	0	0	623,427,307
2050	0	554,545,129		9,796,963,940	660,832,945	0	0	660,832,945
2051	0			9,796,963,940	660,832,945	0	0	660,832,945
2052	0	587,817,836		10,384,781,776	700,482,922	0	0	700,482,922
2053	0			10,384,781,776	700,482,922	0	0	700,482,922
2054	0	623,086,907		11,007,868,682	742,511,897	0	0	742,511,897
2055	0			11,007,868,682	742,511,897	0	0	742,511,897
2056	0	860,472,121		11,668,340,803	787,062,611	0	0	787,062,611
2057	0			11,668,340,803	787,062,611	0	0	787,062,611
2058	0	700,100,448		12,368,441,252	834,286,367	0	0	834,286,367
2059	0			12,368,441,252	834,286,367	0	0	834,286,367
2060	0	742,106,475		13,110,547,727	884,343,549	0	0	884,343,549
2061	0			13,110,547,727	884,343,549	0	0	884,343,549
2062		785,632,864		13,897,180,590	937,404,162	0	0	937,404,162
2063				13,897,180,590	937,404,162	0	0	937,404,162
2064		833,830,835		14,731,011,426	993,648,412	0	0	993,648,412
2065				14,731,011,426	993,648,412	0	0	993,648,412
2066		883,860,686		15,614,872,111	1,053,267,317	0	0	1,053,267,317
2067				15,614,872,111	1,053,267,317	0	0	1,053,267,317
2068		936,892,327		16,551,764,438	1,116,463,356	0	0	1,116,463,356
2069				16,551,764,438	1,116,463,356	0	0	1,116,463,356
2070		993,105,866		17,544,870,304	1,183,451,157	0	0	1,183,451,157
2071				17,544,870,304	1,183,451,157	0	0	1,183,451,157
2072		1,052,692,218		18,597,562,523	1,254,458,227	0	0	1,254,458,227
2073				18,597,562,523	1,254,458,227	0	0	1,254,458,227
2074		1,115,853,751		19,713,416,274	1,329,725,720	0	0	1,329,725,720
2075				19,713,416,274	1,329,725,720	0	0	1,329,725,720
2076		1,182,804,976		20,896,221,250	1,409,509,264	0	0	1,409,509,264
2077				20,896,221,250	1,409,509,264	0	0	1,409,509,264
2078		1,253,773,275		22,149,994,525	1,494,079,819	0	0	1,494,079,819
2079				22,149,994,525	1,494,079,819	0	0	1,494,079,819
	7,600	16,510,183,161	0					

[\*] RAR @ 7.20% in '19; Assumes 7.15% thereafter



**AEROTROPOLIS METROPOLITAN DISTRICT No. 3 (Residential)**

**Assessed Value Summary**

YEAR	<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >		Total Assessed Value
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 6.0%	Cumulative Market Value	As'ed Value* @ 7.15% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	
2017	0		0		34		
2018	0	0	0		138		
2019	0		0	0	138	10	10
2020	0	0	0	0	138	40	40
2021	0		0	0	138	40	40
2022	0	0	0	0	138	40	40
2023	0		0	0	0	40	40
2024	0	0	0	0	11,308,200	40	40
2025	401		127,274,787	0	11,308,200	0	0
2026	401	7,636,487	266,004,305	0	11,308,200	3,279,378	3,279,378
2027	401		401,030,127	9,100,147	11,308,200	3,279,378	12,379,525
2028	401	24,061,808	584,168,531	19,019,308	11,308,200	3,279,378	22,298,686
2029	401		707,417,426	28,673,654	11,308,200	3,279,378	31,853,032
2030	401	42,445,046	897,408,832	40,338,050	11,308,200	3,279,378	43,617,428
2031	401		1,049,381,584	50,580,346	11,308,200	3,279,378	53,859,724
2032	401	62,962,895	1,268,876,414	64,164,732	11,308,200	3,279,378	67,444,110
2033	401		1,430,104,307	75,030,783	11,308,200	3,279,378	78,310,161
2034	401	85,806,258	1,681,975,294	90,724,664	0	3,279,378	94,004,042
2035	0		1,681,975,294	102,252,458	0	3,279,378	105,531,836
2036	0	100,918,518	1,782,893,812	120,261,234	0	0	120,261,234
2037	0		1,782,893,812	120,261,234	0	0	120,261,234
2038	0	106,973,629	1,889,867,441	127,476,908	0	0	127,476,908
2039	0		1,889,867,441	127,476,908	0	0	127,476,908
2040	0	113,392,046	2,003,259,487	135,125,522	0	0	135,125,522
2041	0		2,003,259,487	135,125,522	0	0	135,125,522
2042	0	120,195,569	2,123,455,056	143,233,053	0	0	143,233,053
2043	0		2,123,455,056	143,233,053	0	0	143,233,053
2044	0	127,407,303	2,250,862,360	151,827,037	0	0	151,827,037
2045	0		2,250,862,360	151,827,037	0	0	151,827,037
2046	0	135,051,742	2,385,914,101	160,936,659	0	0	160,936,659
2047	0		2,385,914,101	160,936,659	0	0	160,936,659
2048	0	143,154,846	2,529,068,947	170,592,858	0	0	170,592,858
2049	0		2,529,068,947	170,592,858	0	0	170,592,858
2050	0	151,744,137	2,680,813,084	180,828,430	0	0	180,828,430
2051	0		2,680,813,084	180,828,430	0	0	180,828,430
2052	0	160,648,785	2,841,661,869	191,678,136	0	0	191,678,136
2053	0		2,841,661,869	191,678,136	0	0	191,678,136
2054	0	170,499,712	3,012,161,581	203,178,824	0	0	203,178,824
2055	0		3,012,161,581	203,178,824	0	0	203,178,824
2056	0	180,729,695	3,192,891,276	215,369,553	0	0	215,369,553
2057	0		3,192,891,276	215,369,553	0	0	215,369,553
2058	0	191,573,477	3,384,464,753	228,291,726	0	0	228,291,726
2059	0		3,384,464,753	228,291,726	0	0	228,291,726
2060	0	203,067,885	3,587,532,638	241,989,230	0	0	241,989,230
2061	0		3,587,532,638	241,989,230	0	0	241,989,230
2062	0	215,251,958	3,802,784,596	256,508,584	0	0	256,508,584
2063	0		3,802,784,596	256,508,584	0	0	256,508,584
2064	0	228,167,076	4,030,951,672	271,899,099	0	0	271,899,099
2065	0		4,030,951,672	271,899,099	0	0	271,899,099
2066	0	241,857,100	4,272,808,772	288,213,045	0	0	288,213,045
2067	0		4,272,808,772	288,213,045	0	0	288,213,045
2068	0	256,368,526	4,529,177,299	305,505,827	0	0	305,505,827
2069	0		4,529,177,299	305,505,827	0	0	305,505,827
2070	0	271,750,638	4,800,927,937	323,836,177	0	0	323,836,177
2071	0		4,800,927,937	323,836,177	0	0	323,836,177
2072	0	288,055,676	5,088,983,613	343,266,347	0	0	343,266,347
2073	0		5,088,983,613	343,266,347	0	0	343,266,347
2074	0	305,339,017	5,394,322,630	363,862,328	0	0	363,862,328
2075	0		5,394,322,630	363,862,328	0	0	363,862,328
2076	0	323,659,358	5,717,981,988	385,694,068	0	0	385,694,068
2077	0		5,717,981,988	385,694,068	0	0	385,694,068
2078	0	343,078,919	6,061,060,907	408,835,712	0	0	408,835,712
2079	0		6,061,060,907	408,835,712	0	0	408,835,712
	4,010	4,601,998,106					

\*1 RAR @ 7.20% in '19; Assumes 7.15% thereafter





THE AURORA HIGHLANDS CAB (ATEC MD#2 - Commercial)

Assessed Value Summary

YEAR	< Platted/Developed Lots >			<<<<<<< Commercial >>>>>>>			Total Assessed Value
	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Comm'l Sq. Ft.	Mkt Value Biennial Reasses'mt @ 4.0%	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	
2017	11,241		0		\$0		
2018	10,448		0		0		
2019	138	3,260	0		0	0	3,260
2020	138	3,030	0	0	0	0	3,030
2021	138	40	0	0	0	0	40
2022	8,639,513	40	80,000	0	0	0	40
2023	17,777,900	40	594,063		89,864,058	0	40
2024	20,464,100	2,505,459	984,651	3,595,362	282,139,917	0	2,505,459
2025	11,824,725	5,155,591	1,092,097		503,649,916	26,066,377	31,221,968
2026	4,900,500	5,934,589	498,036	20,145,997	654,350,432	81,820,576	87,755,165
2027	4,192,850	3,429,170	196,020		709,538,021	146,059,476	149,487,646
2028	9,238,350	1,421,145	167,706	28,381,521	786,079,912	189,761,625	191,182,770
2029	7,024,050	1,215,869	369,534		894,321,906	205,766,026	206,981,895
2030	6,243,600	2,679,122	280,962	35,772,876	1,014,038,682	227,963,174	230,642,296
2031	5,045,700	2,036,975	249,744		1,090,147,818	259,353,353	261,390,327
2032	5,045,700	1,810,644	201,828	43,605,913	1,196,460,668	294,071,218	295,881,862
2033	5,966,994	1,463,253	201,828		1,260,482,344	316,142,867	317,606,120
2034	0	1,483,253	304,194	50,419,294	1,388,091,068	346,982,294	348,445,547
2035	0	1,730,428	0		1,388,091,068	365,539,880	367,270,308
2036	0	0	0	55,523,643	1,443,614,711	402,546,410	402,546,410
2037	0	0	0		1,443,614,711	402,546,410	402,546,410
2038	0	0	0	57,744,588	1,501,359,299	418,648,266	418,648,266
2039	0	0	0		1,501,359,299	418,648,266	418,648,266
2040	0	0	0	60,054,372	1,561,413,671	435,394,197	435,394,197
2041	0	0	0		1,561,413,671	435,394,197	435,394,197
2042	0	0	0	62,456,547	1,623,870,218	452,809,965	452,809,965
2043	0	0	0		1,623,870,218	452,809,965	452,809,965
2044	0	0	0	64,954,809	1,688,825,026	470,922,363	470,922,363
2045	0	0	0		1,688,825,026	470,922,363	470,922,363
2046	0	0	0	67,553,001	1,756,378,027	489,759,258	489,759,258
2047	0	0	0		1,756,378,027	489,759,258	489,759,258
2048	0	0	0	70,255,121	1,826,633,149	509,349,628	509,349,628
2049	0	0	0		1,826,633,149	509,349,628	509,349,628
2050	0	0	0	73,065,326	1,899,698,475	529,723,613	529,723,613
2051	0	0	0		1,899,698,475	529,723,613	529,723,613
2052	0	0	0	75,967,939	1,975,686,414	550,912,558	550,912,558
2053	0	0	0		1,975,686,414	550,912,558	550,912,558
2054	0	0	0	78,027,457	2,054,713,870	572,949,060	572,949,060
2055	0	0	0		2,054,713,870	572,949,060	572,949,060
2056	0	0	0	82,188,555	2,136,902,425	595,867,022	595,867,022
2057	0	0	0		2,136,902,425	595,867,022	595,867,022
2058	0	0	0	85,476,097	2,222,378,522	619,701,703	619,701,703
2059	0	0	0		2,222,378,522	619,701,703	619,701,703
2060	0	0	0	88,895,141	2,311,273,663	644,489,771	644,489,771
2061	0	0	0		2,311,273,663	644,489,771	644,489,771
2062	0	0	0	92,450,947	2,403,724,609	670,269,362	670,269,362
2063	0	0	0		2,403,724,609	670,269,362	670,269,362
2064	0	0	0	96,148,984	2,499,873,594	697,080,137	697,080,137
2065	0	0	0		2,499,873,594	697,080,137	697,080,137
2066	0	0	0	99,994,944	2,599,868,537	724,963,342	724,963,342
2067	0	0	0		2,599,868,537	724,963,342	724,963,342
2068	0	0	0	103,994,741	2,703,863,279	753,961,876	753,961,876
2069	0	0	0		2,703,863,279	753,961,876	753,961,876
2070	0	0	0	108,154,531	2,812,017,810	784,120,351	784,120,351
2071	0	0	0		2,812,017,810	784,120,351	784,120,351
2072	0	0	0	112,480,712	2,924,498,522	815,485,165	815,485,165
2073	0	0	0		2,924,498,522	815,485,165	815,485,165
2074	0	0	0	116,979,941	3,041,478,463	848,104,571	848,104,571
2075	0	0	0		3,041,478,463	848,104,571	848,104,571
2076	0	0	0	121,659,139	3,163,137,602	882,028,754	882,028,754
2077	0	0	0		3,163,137,602	882,028,754	882,028,754
2078	0	0	0	126,525,504	3,289,663,106	917,309,905	917,309,905
2079	0	0	0		3,289,663,106	917,309,905	917,309,905
			5,220,663	2,083,493,001			



## SOURCES AND USES OF FUNDS

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD Combined District Revenues

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**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2021A(3)**  
**Pay & Cancel Refunding of Series 2020A (Max. size) + 2020B (Est'd Draws to date\*)**  
**Non-Rated, Senior Cash-Flow Bonds, Annual Pay, 12/15/2051 (stated) Maturity**  
**(Full Growth + 2.00% Bi-Reassessment Projections)**  
 ~~~~~

Dated Date	12/15/2021
Delivery Date	12/15/2021

**Sources:**

Bond Proceeds:	
Par Amount	334,063,000.00
	334,063,000.00

**Uses:**

Project Fund Deposits:	
Project Fund (Future Backbone)*	73,234,954.00
Project Fund (Future Intract)*	80,000,000.00
Project Fund (New)	63,727,633.00
	216,962,587.00
Refunding Escrow Deposits:	
Cash Deposit*	111,614,468.00
Cost of Issuance:	
Cost of Issuance (est.)	5,485,945.00
	334,063,000.00

[\*] Estimated balances (tbd).

## BOND PRICING

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD Combined District Revenues

~~~~~  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2021A(3)**  
**Pay & Cancel Refunding of Series 2020A (Max. size) + 2020B (Est'd Draws to date\*)**  
**Non-Rated, Senior Cash-Flow Bonds, Annual Pay, 12/15/2051 (stated) Maturity**  
**(Full Growth + 2.00% Bi-Reassessment Projections)**  
 ~~~~~

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2051:	12/15/2051	334,063,000.00	5.250%	5.250%	100.000
		334,063,000.00			

Dated Date	12/15/2021		
Delivery Date	12/15/2021		
First Coupon	12/15/2022		
Par Amount	334,063,000.00		
Original Issue Discount			
Production	334,063,000.00	100.000000%	
Underwriter's Discount			
Purchase Price	334,063,000.00	100.000000%	
Accrued Interest			
Net Proceeds	334,063,000.00		



## ESCROW REQUIREMENTS

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
Combined District Revenues

~~~~~  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2021A(3)**  
**Pay & Cancel Refunding of Series 2020A (Max. size) + 2020B (Est'd Draws to date\*)**  
**Non-Rated, Senior Cash-Flow Bonds, Annual Pay, 12/15/2051 (stated) Maturity**  
**(Full Growth + 2.00% Bi-Reassessment Projections)**  
 ~~~~~

Dated Date                    12/15/2021  
 Delivery Date                12/15/2021

### P&C Refg SER20A

Period Ending	Principal	Interest	Total*
12/15/2021	91,924,374.00	7,906,526.00	99,830,900.00
	91,924,374.00	7,906,526.00	99,830,900.00

## ESCROW REQUIREMENTS

### THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD Combined District Revenues

**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2021A(3)**  
**Pay & Cancel Refunding of Series 2020A (Max. size) + 2020B (Est'd Draws to date\*)**  
**Non-Rated, Senior Cash-Flow Bonds, Annual Pay, 12/15/2051 (stated) Maturity**  
**(Full Growth + 2.00% Bi-Reassessment Projections)**

Dated Date                    12/15/2021  
 Delivery Date                12/15/2021

#### P&C Refg SER20B

Period Ending	Principal	Interest	Total*
12/15/2021	11,169,900.00	613,668.00	11,783,568.00
	11,169,900.00	613,668.00	11,783,568.00

[\*] Estimated balances (tbd).

## AMENDED AND RESTATED CAPITAL CONSTRUCTION AND REIMBURSEMENT AGREEMENT

**THIS AMENDED AND RESTATED CAPITAL CONSTRUCTION AND REIMBURSEMENT AGREEMENT** (this “**Agreement**”) is made and entered into \_\_\_\_\_, 2021 (the “**Effective Date**”) by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”) and **AURORA HIGHLANDS, LLC**, a Nevada limited liability company authorized to transact business in the State of Colorado (“**AH LLC**”). The CAB and AH LLC may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

### RECITALS

A. The CAB was organized on November 21, 2019 pursuant to Section 29-1-203.5, C.R.S., and the terms of The Aurora Highlands Community Authority Board Establishment Agreement and all current and future amendments thereto (the “**CABEA**”) between and among Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”), The Aurora Highlands Metropolitan District Nos. 1 through 3 (together, “**TAH**”), and ATEC Metropolitan District Nos. 1 and 2 (together, “**ATEC**” and, collectively with AACMD and TAH, the “**CAB Districts**”), for the general purposes of effectuating the coordination of the CAB Districts in the financing of the construction, operation and maintenance of Public Improvements (defined therein) and services within their combined Service Area.

B. The Parties entered into that certain Capital Construction and Reimbursement Agreement (In-Tract Improvements) on June 24, 2020 (the “**CCRA-In-Tract**”).

C. The CAB is refinancing the Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B referenced in the CCRA-In-Tract.

D. The Parties desire to amend and restate the CCRA-In-Tract.

E. AH LLC has an interest in property planned as a mixed use development located in the City of Aurora, Colorado (the “**City**”) commonly known as The Aurora Highlands (the “**Property**”), which Property is located within the Service Area of the CAB.

F. The CAB adopted that certain Long Term Capital Improvement Plan, which may be amended from time to time for the CAB service area, which service area includes the Property (the “**Long Term Capital Improvement Plan**”)

G. In order for the Property to be developed, the public improvements that are a part of the Long-Term Capital Improvement Plan, which includes the In-Tract Improvements and the Long Term Capital Improvement Plan improvements needed to support development within the

Property, (the “**LTCIP Public Improvements**”) must be designed, funded, acquired, constructed, or installed.

H. It is acknowledged that funds may be advanced to the CAB by AH LLC to fund certain LTCIP Public Improvements or AH LLC may design, construct and fund such LTCIP Public Improvements.

I. The CAB has established a Construction Committee with the responsibility of providing recommendations to the CAB on budgeting for and procurement of contracts and services necessary to implement the Long Term Capital Improvement Plan (the “**Construction Committee**”).

J. The CAB and AH LLC agree the input of AH LLC to the CAB regarding the timing and location of land sales in the Property and the timing of related vertical development would be critically important to assure the public improvements in the Long Term Capital Improvement are planned, designed and phased in a manner that best supports the future construction and sale of residential and non-residential uses in the CAB service area.

K. It is also the intent of the CAB and AH LLC to set forth their understanding as to the role of AH LLC on the Construction Committee to assure the most efficient and effective planning, phasing, design and construction of LTCIP Public Improvements.

L. The LTCIP Public Improvement Plan includes the estimated costs related to the design, testing, engineering, acquisition, construction, consultant fees, and construction management fees (“**Construction Related Expenses**”).

M. The CABEA provides, in part, that the CAB will have the authority to plan for, design, engineer, test, construct, fund and acquire LTCIP Public Improvements, which include, but are not limited to, the In-Tract Improvements generally described in **Exhibit A** to the Waiver and Release of Reimbursement Rights Agreement, attached hereto as **Attachment 1** and incorporated herein by this reference (respectively, the “**In-Tract Improvements**” and the “**Waiver and Release of Reimbursement Rights Agreement**”).

N. It is the intent of the CAB that AH LLC continue to be reimbursed for Verified Costs of the Improvements and AH Advances (AH Advances is defined to additionally include the AH Capital Advances and AH LLC’s advances for payment of administrative costs such as management, accounting, legal, verification costs associated with the completion of the LTCIP Public Improvements, and transaction costs related to the issuance of Subordinate of PM Bonds) (collectively Verified Costs of the Improvements and AH Advances are referred to herein as “**AH Reimbursements**”), and to set forth the terms for such reimbursement.

O. AH LLC has entered into and will enter into purchase and sale agreements with builders (each a “**Builder**” and collectively, the “**Builders**”) for the sale of portions of the Property.

P. AH LLC intends to enter into a Waiver and Release of Reimbursement Rights Agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the In-Tract Improvements to be located in tracts, easements or

other licensed areas owned, operated, and/or maintained by the CAB, the City, Adams County, Urban Drainage and Flood Control District, or other appropriate accepting jurisdictions.

Q. The CAB and AH LLC have determined that for reasons of economic efficiency and timeliness, it is in the best interest of the CAB to have the CAB, AH LLC and each Builder enter into a Waiver and Release of Reimbursement Rights Agreement pursuant to which the Builder will finance, design, and construct the In-Tract Improvements.

R. Although the CAB will have proceeds from the Special Tax Revenue Bonds, Series 2021A for the reimbursement of certain LTCIP Public Improvements (the “**Bond Project Funds**”), it will not have proceeds from the Series 2021A Special Tax Revenue Bonds sufficient to fund all of the LTCIP Public Improvements.

S. In the event insufficient funds are available from the Bond Project Funds to reimburse AH LLC for the AH Reimbursements, it is the intent of the CAB that an equivalent value of bonds be issued to AH LLC, all pursuant to the terms of a Subordinate Indenture (“**Subordinate Bonds**”).

T. AH LLC shall have no obligation to accept or agree to the Subordinate Bonds, except in its sole and absolute discretion. If Subordinate Bonds are publicly marketed and sold (“**PM Subordinate Bonds**”), the CAB agrees that proceeds from the PM Subordinate Bonds will be used to reimburse AH LLC for payment of the AH Reimbursements verified in accordance with the terms of this Agreement.

U. If Bond Project Funds are depleted prior to the CAB’s issuance of Subordinate Bonds, the CAB may, subject to Section 3.8(e) below, annually reimburse AH LLC from any available revenue sources not otherwise pledged to the Series 2021A Special Tax Revenue Bonds (“**Unpledged Revenues**”).

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

## TERMS & CONDITIONS

### ARTICLE I

#### DESIGN AND CONSTRUCTION OF LTCIP PUBLIC IMPROVEMENTS

1.1 Design and Construction Obligation. The Parties anticipate that AH LLC will enter into a Waiver and Release of Reimbursement Rights Agreement(s) with each Builder for the design, construction, and completion of In-Tract Improvements.

(a) Builder Design and Construction. Within ten (10) days of the sale of any portion of the Property to a Builder, AH LLC shall provide to the CAB an executed Waiver and Release of Reimbursement Rights Agreement, which sets forth the terms pursuant to which the In-Tract Improvements will be accepted by the CAB, and the verified costs thereof will be either reimbursed from the Bond Project Funds, to the extent such funds are available; be reimbursed, at CAB’s discretion, from Unpledged Revenue; will be exchanged for equivalent value of Subordinate Bonds in accordance with a Resolution adopted by the CAB and an Indenture of



Trust relating to Subordinate Special Tax Revenue Draw Down Bonds (“**Subordinate Indenture**”), if accepted by AH LLC; or, will be reimbursed from the proceeds of the PM Subordinate Bonds. The Waiver and Release of Reimbursement Rights Agreement shall include the following terms:

- (i) The Builder will construct the described In-Tract Improvements; and
- (ii) The In-Tract Improvements will be designed, constructed, and completed in full conformance with applicable laws, rules, regulations, standards, and specifications established and in use by the CAB, the City, Adams County, Urban Drainage and Flood Control District, or other appropriate accepting jurisdiction, as applicable, pursuant to the provisions of this Agreement; and
- (iii) The costs incurred in the design and construction of the In-Tract Improvements will be verified pursuant to Article II below; and
- (iv) The Builder will waive any right to reimbursement and will transfer the right to reimbursement to AH LLC.

(b) AH LLC Advance of Funds for Design and Construction. AH LLC may elect to advance funds to the CAB for Construction Related Expenses of certain LTCIP Public Improvements (“**AH Capital Advances**”) and shall provide written notice to the CAB of its election to do so (the “**Funding Notice**”). The Funding Notice shall include a specific description of the LTCIP Public Improvements to be funded (the “**Subject Improvements**”).

(i) Within thirty (30) days of receipt of a Funding Notice, the CAB shall provide AH LLC, a scope, budget and timeline for the design (the “**Design Work**”) and/or the construction (“**Construction Work**”) of the Subject Improvements.

(ii) If AH LLC has any comments on the scope, budget or timeline for the Design Work or the Construction Work, AH LLC shall provide those comments to the CAB.

(iii) Once AH LLC has signed off on the scope, budget and timeline for the Design Work, the CAB shall proceed to determine its preferred engineers or other service providers required to complete the Design Work. The CAB shall notify AH LLC of its preferred service provider or contractor, and AH LLC shall consent to the CAB’s preference or provide written objection within fifteen (15) days thereof. If no written objections are received within the 15 days, or if received, upon resolution of such objections, the CAB shall proceed to engage the engineers and service providers required to complete the Design Work.

(A) AH LLC shall advance funds to the CAB for payment of the invoices received for the Design Work within thirty (30) days of receipt of an invoice.

(iv) Once the CAB and AH LLC have signed off on the scope, budget and timeline for the Construction Work, the CAB shall proceed to bid the Construction Work pursuant to the public bidding statutes and shall award the contract to the lowest

responsible responsive bidder (“**Construction Contractor**”). Prior to the award of the contract to the Construction Contractor, AH LLC shall advance to the CAB one hundred and ten (110%) percent of the bid received from the Construction Contractor.

(A) The LTCIP Public Improvements will be designed, constructed, and completed in full conformance with applicable laws, rules, regulations, standards, and specifications established and in use by the CAB, the City, Adams County, Urban Drainage and Flood Control District, or other appropriate accepting jurisdiction, as applicable, pursuant to the provisions of this Agreement.

(c) AH LLC Design and Construction. AH LLC may elect to undertake the design and construction of certain LTCIP Public Improvements, and shall provide written notice to the CAB of its election to do so (“**Construction Notice**”). The Construction Notice shall include a specific description of the LTCIP Public Improvements to be constructed (“**Advanced Improvements**”).

(i) The Advanced Improvements will be designed, constructed, and completed in full conformance with applicable laws, rules, regulations, standards, and specifications established and in use by the CAB, the City, Adams County, Urban Drainage and Flood Control District, or other appropriate accepting jurisdiction, as applicable, pursuant to the provisions of this Agreement.

(ii) The costs incurred in the design and construction of the Advanced Improvements shall only qualify for reimbursement if the costs are verified pursuant to Article II below.

## ARTICLE II VERIFICATION OF ELIGIBLE COSTS

2.1 Verification of Improvement Costs. Following completion of the In-Tract Improvements or Advanced Improvements (collectively “**Improvements**”), documentation shall be delivered to a professional independent engineer, licensed in the State of Colorado and engaged and designated by the CAB to review the Improvements (the “**Independent Engineer**”), and verify the Construction Related Expenses of such Improvements as eligible for reimbursement from public funds (“**Verified Costs**”). The Independent Engineer will review the documentation for purposes of verification of the design and construction related expenses to confirm that:

(a) Costs are reasonable and comparable for similar public improvements in the Denver Metropolitan Area during the time period within which the Improvements were designed and constructed; and

(b) Costs are related to the Improvements the CAB has included in its Long-Term Capital Improvement Plan and is authorized to provide pursuant to the CABEA; and

(c) All vendors and contactors involved in the design, construction, and completion of the Improvements have been paid and there are no disputes, liens, or encumbrances outstanding related thereto.

2.2 CAB Acceptance of Improvements. The CAB shall accept the Improvements not intended to be dedicated to or accepted by any other appropriate jurisdiction or owners' association pursuant to the CAB's rules and regulations, as may be adopted and amended from time to time.

### **ARTICLE III REIMBURSEMENT OF AH LLC**

3.1 Reimbursement from the Bond Project Funds. The Parties agree that the Verified Costs of the Improvements will be reimbursed from the Bond Project Funds for so long as there is a positive balance in the account and the remaining funds have not been otherwise budgeted and appropriated, as determined in the sole discretion of the CAB.

3.2 Exchange for Subordinate Bonds. Upon the determination by the CAB that there are no funds available in Bond Project Funds, the Parties agree that the AH Reimbursements may be reimbursed by the CAB to AH LLC from Unpledged Revenues, or will be exchanged for the equivalent value of Subordinate Bonds to be delivered to AH LLC pursuant to the terms of a Subordinate Indenture acceptable to AH LLC, or if the terms of the Subordinate Indenture are unacceptable to AH LLC, then AH LLC will be reimbursed from proceeds of the PM Subordinate Bonds.

3.3 Verification Report. The Independent Engineer and the CAB's accountant will, no less than annually, review the Construction Related Expenses for the In-Tract Improvements and the Advanced Improvements to determine the Verified Costs of the Improvements. The Verified Costs will be reflected in a written report that will be provided to the CAB and AH LLC and include the Independent Engineer's review process, assumptions, and professional certification ("**Verification Report**").

3.4 Review and Approval. The CAB and AH LLC shall have the right to review and appeal the accuracy or completeness of each Verification Report in writing within 30 days of its receipt. If no written appeal of a Verification Report is received within such 30-day period, the CAB and AH LLC will be deemed to have waived the right to appeal the Verified Costs within the Verification Report.

3.5 Appeal of Verification Report. In the event AH LLC appeals the accuracy or completeness of a Verification Report, the CAB will acknowledge and accept the sections of the Verification Report not under dispute as Verified Costs and will engage an alternative professional independent engineer licensed in the State of Colorado and having experience in public improvement cost verification to, within ninety (90) days, review the design and construction related expenses and independently determine the extent to which any additional design and construction related expenses reflected therein are Verified Costs eligible for reimbursement from public funds. Such determination shall be deemed final.

3.6 Time of Acceptance and Reimbursement. Within thirty (30) days of the completion of a Verification Report or the appeal process set forth above, the CAB will acknowledge and accept the Verified Costs of the Improvements identified therein and authorize reimbursement from the Bond Project Funds. In the event the CAB determines under Section

3.1 above that there are insufficient funds available in the Bond Project Funds to fully reimburse AH LLC for the Verified Costs of Improvements, the CAB will authorize the exchange of Subordinate Bonds for the equivalent value thereof pursuant to the terms and conditions of the Subordinate Indenture, or, if a Subordinate Indenture is not acceptable to AH LLC, then the CAB will provide reimbursement to AH LLC for the Verified Costs of Improvements from proceeds of the PM Subordinate Bonds.

3.7 Reimbursement to AH LLC. Reimbursement will be made to AH LLC for the equivalent value of AH Reimbursements and processed as follows:

(a) Interest shall accrue on Verified Costs and AH Advances at the rate of 8% simple interest per annum until paid and shall accrue as follows:

(i) On each of AH Advances, from the date of deposit into the CAB's account through the date of reimbursement from the Bond Project Funds, or the issuance of the Subordinate Bond to be exchanged for such AH LLC Advance, or through the date of reimbursement from the PM Subordinate Bonds; and

(ii) On Verified Costs, from the date Verified Costs were paid through the date of reimbursement from the Bond Project Funds, or the issuance of the Subordinate Bond to be exchanged for such Verified Costs, or through the date of reimbursement from the PM Subordinate Bonds.

(b) Reimbursement of AH Reimbursements from either the Bond Project Funds or the PM Subordinate Bonds will be paid to AH LLC on a monthly draw schedule or, if insufficient revenues are available, on no less than an annual basis, Subordinate Bonds will be issued to AH LLC.

(c) The Parties agree that no payment will be required of the CAB to AH LLC pursuant to this Agreement after the CAB determines there are no funds available in Bond Project Funds for reimbursement, unless and until the CAB determines sufficient revenues are available from the Unpledged Revenues, the CAB issues Subordinate Bonds to AH LLC, or until the CAB issues the PM Subordinate Bonds . At and after such determination by the CAB, payment will be made by way of issuance of a Subordinate Bond to AH LLC or direct payment from the PM Subordinate Bonds proceeds.

(d) The CAB agrees to exercise reasonable efforts to issue the Subordinate Bonds and to exchange such Subordinate Bonds, or in the event the terms of the Subordinate Bonds are not acceptable to AH LLC, to issue the PM Subordinate Bonds and to reimburse AH LLC from the proceeds of the PM Subordinate Bonds for the Verified Costs of Improvements plus AH Advances pursuant to the terms of this Agreement and the Subordinate Indenture.

(e) After the CAB has determined there are no funds available in Bond Project Funds for reimbursement and prior to issuance of a Subordinate Bond, the obligations of the CAB to reimburse AH LLC contemplated in this Agreement are subject to annual appropriation and shall not be deemed to be a multiple-fiscal year debt obligation of the CAB or any of the CAB Districts for purposes of Article X, Section 20 of the Colorado Constitution.

3.8 Progress Reports on Public Improvements. Upon the written request of AH LLC, the CAB will provide AH LLC with progress reports, no more frequently than once a month and in a form agreed upon by the CAB and AH LLC, on information related to the CAB's implementation of and revisions to the Long-Term Capital Improvement Plan. ("**Progress Report**").

3.9 Accounting. The CAB shall keep an accounting of each AH LLC Advance and the Verified Costs of In-Tract Improvements and Advanced Improvements, including the accrued and unpaid interest thereon, and such accounting shall be available for review upon request during normal business hours.

3.10 Procurement Process. The CAB shall construct, equip, fund, and complete the Public Improvements in accordance with the Procure Process set forth in **Attachment 2**, attached and incorporated herein by reference. The CAB covenants that it shall not submit any requisition to the Trustee under the Bonds unless such improvements have been approved through the Procurement Process, and are within the parameters of the Long Term Capital Improvement Plan, without the written consent of AH LLC.

#### **ARTICLE IV CONSTRUCTION COMMITTEE**

4.1 Voting Members of the Construction Committee. The voting members of the Construction Committee shall include the following:

- (a) The President of the CAB (the "CAB President"); and
- (b) A representative of AH LLC (the "AH LLC Representative").

4.2 Alternates to the Construction Committee.

(a) The CAB shall appoint an alternate in writing to the AH LLC Representative to serve as a voting member on the Construction Committee (the "CAB Alternate"). All references herein to the CAB President shall assume that the action is taken by the CAB President or the CAB Alternate should the CAB President be unavailable.

(b) AH LLC shall appoint an alternate in writing to the CAB President to serve as a voting member on the Construction Committee (the "AH LLC Alternate"). All references herein to the AH LLC Representative shall assume that the action is taken by the AH LLC Representative or the AH LLC Alternate should the AH LLC Representative be unavailable.

4.3 Construction Committee Meetings and Attendance.

(a) The Construction Committee shall have scheduled monthly meetings and additional meetings as called by the CAB President.

(b) The CAB President shall provide reasonable notice to the AH LLC Representative of all Construction Committee meetings.

(c) Due to the need for the Construction Committee's actions to be processed for consideration by the CAB Board in a timely and effective manner, there is a need to address the possibility that CAB President or the AH LLC Representative (or his/her respective alternate) will be unable to attend a scheduled Construction Committee Meeting.

(i) In such an instance, if either the CAB President or the AH LLC Representative (or the respective Alternate), does not attend a scheduled Construction Committee meeting, the matter(s) shall be deferred to the next scheduled Construction Meeting. If at the time of that next scheduled Construction Meeting either the CAB President or the AH LLC Representative (or a respective alternate) is unable to attend, as long as the matter(s) to be voted upon at that meeting is/are within the current approved Financing Documents (as defined below), the one (1) member in attendance may vote on the recommendation and proceed with recommendation to the CAB Board as provided in Section 4.5 below.

(d) The CAB President may, at his/her discretion, invite individuals to attend any Construction Committee meeting to provide information, however, any such individuals will not have voting rights on the committee.

4.4 Construction Committee Activities. The Construction Committee is responsible for:

(a) Project Management.

(i) All procurement/construction contracts, work orders, and change orders ("Project Management Matters") will be voted on by the Construction Committee, so long as the Construction Committee has received the:

(A) Written receipt of a recommendation from the Aerotropolis Area Coordinating Metropolitan District Project Manager for projects funded by the CAB (the "AACMD PM"), the ATEC Project Manager for property located west of the power lines (the "West ATEC PM"), the ATEC Project Manager for property located east of the power lines (the "East ATEC MP"), or the Aerotropolis Regional Transportation Authority Project Manager (the "ARTA PM"), as applicable, including a statement that the respective project aligns with the then current Long-Term Capital Improvement Plan, the 3-Year CIP and the budget scope and timeline in the Year Ahead Budget;

a) If the respective program manager determines the contract is for work that does not align with the then current Long-Term Capital Improvement Plan, the 3-Year CIP, or the budget, scope and timeline in the Year Ahead Budget, the Construction Committee will meet and will amend the Long-Term Capital Improvement Plan, the 3-Year CIP or the Year Ahead Budget, as appropriate, and will require the vote in favor of the amendment by both the CAB President and AH LLC Representative, or the respective Alternate, on the recommendation to the CAB regarding the amendment as described in Section 4.b. below.

(B) Written receipt from TAH CAB Accountant stating sufficient funds are available and have been properly appropriated for the respective project; and

(C) Written receipt from TAH CAB Legal Counsel that the recommended procurement process meets the statutory requirements associated with the respective project.

(ii) After a vote by the Construction Committee on the Project Management Matters, the Project Management Matters shall be referred to the CAB Board of Directors (the “CAB Board”) for consideration.

(iii) Upon approval of the CAB Board, the Construction Committee shall proceed with contracting for the planning, design and construction of the work in the Year Ahead Budget.

(b) Financing Plans.

(i) The Construction Committee will develop and vote on:

(A) Updates to the Long-Term Capital Improvement Plan;

(B) A three (3) year capital improvement plan, and any updates thereto, for planning, design, and construction of the LTCIP Public Improvements anticipated to be constructed during the thirty-six-(36) month period following the adoption of then current Long-Term Capital Improvement Plan (the “3-Year CIP”). The 3-Year CIP will include estimated budgets, scope, and timeline for the work anticipated to be executed during the respective thirty-six-month period.

(C) A budget, and any amendments thereto, for planning, design and construction of the LTCIP Public Improvements to include estimated budgets, scope and timeline for the work that is under contract from prior years that will be ongoing in the year ahead and anticipated to be executed for the first twelve (12) months in the 3-Year CIP for the following budget year to be recommended to the CAB (the “Year Ahead Budget”). The Long-Term Capital Improvement Plan, the 3-Year CIP, and the Year Ahead Budget are collectively referred to as the “Financing Plans”).

(ii) After a vote by the Construction Committee on the Financing Plans, the Financing Plans shall be referred to the CAB Board for consideration.

4.5 Recommendation of the Construction Committee to the CAB Board.

(a) Following a vote by the Construction Committee, the Project Management Matters and Financing Documents shall be referred to the CAB Board for consideration as follows:

(i) If the vote of the Construction Committee is unanimous in favor of a recommendation for approval, the matter will be referred to the CAB Board for consideration at the next scheduled CAB Board.

(ii) In the event any vote of the Construction Committee results in one in favor and one against a recommendation for approval, the respective project(s) shall be

brought to the CAB Board at the next scheduled CAB board meeting without a recommendation for approval.

(A) Each member of the Construction Committee will have the opportunity to provide the basis for his/her position to the CAB Board at the next scheduled CAB board meeting;

(B) The CAB Board will decide whether to approve, approve with conditions, deny, or request additional information prior to making a final determination whether to approve or deny the matter.

(iii) In the event any vote of the Construction Committee is two against, the matter will not be presented to the CAB Board for consideration.

#### 4.6 CAB's Engagement of AACMD for Project Management Services.

(a) The CAB and Aerotropolis Area Coordinating Metropolitan District ("AACMD") are parties to that certain Project Management Intergovernmental Agreement dated April 10, 2020, as may be amended from time to time (the "Project Management IGA"), wherein the CAB has engaged AACMD for the design, testing, engineering, and construction of the LTCIP Improvements.

(b) For so long as the Project Management IGA is in effect, any references herein to approval by the CAB Board, other than those related to the Financing Documents, shall mean approval by the AACMD Board of Directors. Any recommendations made by the Construction Committee related to the Financing Documents shall be made to the CAB Board regardless of the effectiveness of the Project Management IGA.

### **ARTICLE V GENERAL PROVISIONS**

5.1 Representations. The following representations and warranties are made as of the date hereof and shall be deemed continually made by the CAB and AH LLC for the entire term of this Agreement.

(a) AH LLC hereby represents and warrants to and for the benefit of the CAB as follows:

(i) AH LLC is a Nevada limited liability company in good standing with and authorized to transact business in the State of Colorado.

(ii) AH LLC has the full power and legal authority to enter into this Agreement and the Waiver and Release of Reimbursement Rights contemplated by this Agreement. Neither the execution and delivery of this Agreement and the Waiver and Release of Reimbursement Rights contemplated by this Agreement nor the compliance by AH LLC with any of its terms, covenants, or conditions is or shall become a default under any other agreement or contract to which AH LLC is or may be bound. AH LLC has taken or performed all requisite



acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver, and perform each of its obligations under this Agreement.

(iii) AH LLC has sufficient available funds to fulfill its obligations under this Agreement.

(iv) AH LLC has not sold, contracted to sell, pledged, mortgaged, encumbered, assigned, or otherwise disposed of, created, or obligated to be created, any lien, security interest, or encumbrance upon the In-Tract Improvements, Advanced Improvements or Verified Costs, except that created pursuant to purchase and sale agreements with Builders.

(b) The CAB hereby represents and warrants to and for the benefit of AH LLC as follows:

(i) The CAB is a political subdivision and public corporation of, and is authorized to do business in, the State of Colorado.

(ii) The CAB was duly organized on November 21, 2019 pursuant to Section 29-1-203.5, C.R.S., and the CABEA.

(iii) The CAB has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the CAB with any of its terms, covenants, or conditions is or shall become a default under any other agreement or contract to which the CAB is or may be bound. The CAB has taken or performed all requisite acts or actions which may be required by the CABEA, State statutes, and any other organizational documents to confirm its authority to execute, deliver, and perform each of its obligations under this Agreement.

5.2 Term; Repose. Notwithstanding anything set forth in this Agreement to the contrary, the CAB shall not be obligated to accept any improvements or make any payments to AH LLC or exchange for equivalent value of Subordinate Bonds for the Verified Costs incurred after the date of this Agreement, the documentation for which has not been provided and request invoiced to the CAB within 360 days of the date incurred. This Agreement shall automatically terminate in its entirety upon (i) the final acceptance for ownership, operation, and maintenance of the Improvements by the appropriate accepting jurisdiction and the full payment to AH LLC of any amounts due hereunder; or (ii) by December 31, 2061 whether amounts owed to AH LLC have been reimbursed or not reimbursed by such date. In the event this Agreement is terminated pursuant to provision (ii) above, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

5.3 Termination of Reimbursement Obligations. Notwithstanding any provision herein to the contrary, the CAB's obligations to reimburse AH LLC for any and all amounts otherwise payable under and pursuant to this Agreement shall automatically terminate and be of no further force or effect upon the occurrence of (a) AH LLC's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution of AH LLC that is not remedied or cured within 60 days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy or similar process or actions with regard to AH LLC. The termination of the CAB's reimbursement

obligations as set forth in this section shall be absolute and binding upon AH LLC, including its respective successors and assigns. AH LLC, by execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the CAB relating to or arising out of the CAB's reimbursement obligations under this Agreement in the event that any of the occurrences described in the section occur.

5.4 Default; Remedies. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity after the provision of 35 days' prior written notice of the alleged breach or default to the other Party. In the event of any litigation, arbitration, or other proceedings to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgement an award of its reasonable attorneys' fees.

5.5 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

AH LLC: Aurora Highlands, LLC  
 250 S. Pilot Road, Suite 150  
 Las Vegas, NV 89119  
 Attention: Carlo Ferreira  
 Phone: 702-685-7164  
 Email: carlo@cgfmgmt.com

With a copy to: Fairfield and Woods P.C.  
 1801 California Street, Suite 2600  
 Denver, CO 80202-2645  
 Attention: Rita M. Connerly  
 Phone: 303-894-4411  
 Email: rconnerly@fwlaw.com

CAB: The Aurora Highlands Community Authority Board  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2811  
 Attention: Denise Denslow, Manager  
 Phone: 303-265-7910  
 Email: Denise.Denslow@claconnect.com

With a copy to: McGeady Becher P.C.  
 450 East 17<sup>th</sup> Avenue, Suite 400  
 Denver, CO 80203-1254  
 Phone: 303-592-4380  
 Email: legalnotices@specialdistrictlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three business days after deposit in the United States mail. By giving the other Party hereto at least 10 days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

5.6 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated in this Agreement.

5.7 Not to be Construed Against Drafter; No Implied Waiver. This Agreement shall not be construed more strictly against one Party than the other merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel. No failure by a Party to insist upon the strict performance of any term, covenant, or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party shall constitute a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

5.8 Assignment. Neither Party shall assign any of its rights or delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

5.9 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this

Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

5.10 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.11 Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

5.12 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.13 Other Documents. The CAB will not agree to take any action under the CAB's Special Tax Revenue Draw-Down Bonds, Series 2021A Indentures that are inconsistent with this Agreement. And, nothing in this Agreement is intended to or shall be deemed to amend, or relieve the CAB of its obligations under the CAB's Special Tax Revenue Draw-Down Bonds, Series 2021A. All references to other documents shall be deemed to include all amendments, restatements, modifications, or supplements thereto to the extent such amendments, restatements, modifications, or supplements are made in accordance with the provisions of such document and do not directly contradict the terms of this Agreement.

5.14 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.16 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.17 Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the CAB or AH LLC unless the same is in writing and duly executed by the Parties hereto.

**[SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE 1 OF 2 TO AMENDED AND RESTATED CAPITAL  
CONSTRUCTION AND  
REIMBURSEMENT AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**CAB:  
THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of The Aurora Highlands Community Authority Board.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**[SIGNATURE PAGE 2 OF 2 TO CAPITAL CONSTRUCTION AND REIMBURSEMENT AGREEMENT]**

AH LLC:  
**AURORA HIGHLANDS, LLC**

By: CGF Management, Inc., a Nevada Corporation, its Manager

By: \_\_\_\_\_  
Carlo G. Ferreira

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Carlo G. Ferreira of Aurora Highlands, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## ATTACHMENT 1

### WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS

THIS **WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS** (this “**Waiver**”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”), **AURORA HIGHLANDS, LLC**, a Nevada limited liability company authorized to transact business in the State of Colorado (the “**AH LLC**”), and \_\_\_\_\_ a \_\_\_\_\_ authorized to transact business in the State of Colorado (the “**Builder**”) (individual, a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

A. AH LLC is developing a master planned community located in the City of Aurora, Colorado (the “**City**”), known as The Aurora Highlands (the “**Property**”).

B. In order for the Property to be developed, certain public infrastructure improvements must be designed, funded, acquired, constructed or installed including but not limited to water systems, sanitation systems, park and recreation facilities, street and safety protection improvements, drainage improvements, trails, monuments, landscaping, and other public amenities (the “**Public Improvements**”).

C. The CAB has the authority as set forth in The Aurora Highlands Community Authority Board Establishment Agreement (the “**CABEA**”) entered into on November 21, 2019 to reimburse the costs of designing and constructing Public Improvements that serve the Property.

D. AH LLC and the Builder entered into that certain Agreement for Purchase and Sale of Real Property dated \_\_\_\_\_, 20\_\_\_\_ (the “**Purchase Agreement**”), wherein the Builder has agreed to construct certain Public Improvements identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**In-Tract Improvements**”).

E. The CAB and AH LLC have entered into that certain Capital Construction and Reimbursement Agreement (“**In-Tract Improvements**”) (the “**Reimbursement Agreement**”) pursuant to which AH LLC agrees to cause the construction of the In-Tract Improvements, and the CAB agrees to acquire the In-Tract Improvements and reimburse AH LLC for the Verified Costs (as defined in the Reimbursement Agreement) thereof.

F. The Builder, the CAB, and AH LLC have determined that for reasons of economic efficiency and timeliness it is in the best interests of the CAB to have the Builder design and construct the In-Tract Improvements.

G. Section 29-1-203.5, C.R.S., and the CABEA authorize the CAB to issue bonds, the proceeds of which may be used to pay for the Public Improvements, including the In-Tract Improvements.

H. The Builder and AH LLC desire to set forth the obligations for construction of and the procedures for the reimbursement of the costs related to the In-Tract Improvements.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

### **COVENANTS AND AGREEMENT**

In-Tract Improvements. The Builder agrees to design, construct, and complete the In-Tract Improvements.

Construction of Improvements. The Builder agrees to design, construct, and complete the In-Tract Improvements in full conformance with the design standards and specifications as established and in use by the City, Adams County, Urban Drainage and Flood Control District, and other appropriate jurisdictions pursuant to the provisions of this Waiver and if applicable, approved by a professional engineer licensed in the State of Colorado and designated by the CAB to review the In-Tract Improvements (the “**Independent Engineer**”).

a) Procedure.

i) Construction Contract Requirements. The Builder agrees that any construction contract for all or any portion of the In-Tract Improvements shall require the contractor to provide a warranty from the date of preliminary acceptance of the completed In-Tract Improvements and a security mechanism to secure the warranty approved by the CAB or as required by the applicable approving jurisdiction.

ii) Verification of Project Improvement Costs. The Builder shall, at no out-of-pocket cost to the CAB, provide to the Independent Engineer the documentation reasonably required for the Independent Engineer to verify the costs of development of the In-Tract Improvements as eligible for reimbursement from public funds (“**Verified Costs**”). The Independent Engineer will review the documentation for purposes of verification of the Actual Costs to:

(1) Be reasonable and comparable for similar public improvements in the Denver Metropolitan Area during the time period within which the In-Tract Improvements were designed and constructed; and

(2) Be improvements the CAB is authorized to provide under the CABEA; and

(3) Confirm that all vendors and contactors involved in the design, construction, and completion of the In-Tract Improvements have been paid and there are no disputes, liens, or encumbrances outstanding related thereto.



b) Verified Costs Report. The Independent Engineer shall, at the CAB's cost, provide to the CAB a report and analysis of the Verified Costs of In-Tract Improvements constructed by the Builder and payable to AH LLC.

c) Verification of In-Tract Improvement Costs. The CAB shall acknowledge and accept the costs of the In-Tract Improvements after preliminary acceptance from the appropriate approving jurisdiction and prior to final acceptance in accordance with the adopted rules and regulations of the CAB, as may be amended from time to time.

Waiver of Reimbursement. The Builder hereby irrevocably and perpetually consents, grants, transfers to and pledges to AH LLC all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements. The Builder waives any and all rights to any revenues of the CAB, including those that may become available from Bonds, for the In-Tract Improvements. The Builder releases and agrees to hold the CAB harmless from any and all claims, damages, or liabilities arising from, or related to, any payment, exchange of value, or other reimbursement to AH LLC.

Representations. AH LLC and the Builder, each for themselves, hereby represent and warrant to and for the benefit of the CAB:

- a) That it has the full power and legal authority to enter into this Waiver; and
- b) Neither the execution and delivery of this Waiver nor the compliance by AH LLC or the Builder with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which AH LLC or the Builder is a party or by which AH LLC or the Builder is or may be bound; and
- c) AH LLC and the Builder have taken or performed all requisite acts or actions which may be required by its respective organizational or operational documents to confirm its respective authority to execute, deliver and perform each of its obligations under this Waiver.
- d) The Builder has not sold, contracted to sell, pledged, mortgaged, encumbered, assigned or otherwise disposed of, created or obligated to be created, any lien, security interest, or encumbrance upon the In-Tract Improvements or the right to reimbursement or exchange of value related thereto.

These representations and warranties are made as of the date hereof and shall be deemed continually made by AH LLC and the Builder to each other and the CAB for the entire term of this Waiver.

Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Builder confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, via facsimile with a hard copy immediately following thereafter by United States mail, or by depositing same in the United States mail, postage prepaid, addressed as follows:

AH LLC: Aurora Highlands, LLC  
250 S. Pilot Road, Suite 150  
Las Vegas, NV 89119  
Attention: Carlo Ferreira  
Phone: 702-685-7164  
Email: carlo@cfgmgt.com

With a copy to: Fairfield and Woods P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202-2645  
Attention: Rita M. Connerly  
Phone: 303-894-4411  
Email: [rconnerly@fwlaw.com](mailto:rconnerly@fwlaw.com)

CAB: The Aurora Highlands Community Authority  
Board  
c/o CliftonLarsonAllen LLC  
8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
Attention: Denise Denslow  
Phone: 303-779-5710  
Email: denise.denslow@claconnect.com

With a copy to: McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: MaryAnn McGeady  
Phone: 303-592-4380  
Email: mmcgeady@specialdistrictlaw.com

Builder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other parties hereto at least ten (10) days

written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

Assignment. Neither AH LLC nor the Builder shall assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

Default/Remedies. In the event of a breach or default of this Waiver by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

Governing Law and Venue. This Waiver shall be governed and construed under the laws of the State of Colorado, and any proceedings shall take place in Adams County, Colorado and not elsewhere.

Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Integration. This Waiver constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Parties Interested Herein. Nothing expressed or implied in this Waiver is intended or shall be construed to confer upon, or to give to, any person other than the Parties hereto any right, remedy, or claim under or by reason of this Waiver or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Waiver by and on behalf of the Builder and AH LLC shall be for the sole and exclusive benefit of the Parties hereto.

Severability. If any covenant, term, condition, or provision under this Waiver shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Counterparts. This Waiver may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Conditions Precedent. The performance by the Builder of its obligations shall constitute conditions precedent to the performance of the obligations of AH LLC as set forth herein.

Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

Survival. This Waiver and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Purchase Agreement, shall be binding upon and inure to the benefit of Builder, its respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the State of

Colorado and may not be modified or amended except by written agreement signed by both parties.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS]

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the day and year first set forth above.

AH LLC

Builder

**AURORA HIGHLANDS, LLC**, a Nevada limited liability company

\_\_\_\_\_, a  
\_\_\_\_\_  
\_\_\_\_\_

By: CGF Management, Inc., a Nevada corporation, its Manager

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Carlo G. Ferreira, President

\_\_\_\_\_  
(Signature)

CAB

\_\_\_\_\_  
(Title)

**The Aurora Highlands Community Authority Board**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Matt Hopper, President

Attest:

\_\_\_\_\_  
Secretary

## EXHIBIT A

### IN-TRACT IMPROVEMENTS

1. Actual costs incurred by Builder to create public tracts (this would include plan review fees, license agreement fees, contextual site plan/preliminary plan, final plat)

2. Costs for design and development of the public In-Tract Infrastructure accepted for ownership by the District, City or other public entity, authorized under the Special District Act, §32-1-101 et seq., C.R.S., and required by a governmental authority, such as:

A. Roads. Public streets and public alleys installed in rights of way with a full and final course depth paved surface in accordance with the applicable construction plans and in compliance with all applicable governmental requirements, inclusive of curbs, gutters, sidewalks, street lights, street signs, retaining walls, paved streets, wheelchair ramps, and other traffic safety devices.

B. Storm Drainage Sewers. Public storm drainage system located within public right-of-way, or easement areas external to lots platted for development of private improvements (“Lot”). Any costs associated with draining water from a Lot to the public storm drainage system improvements will not be considered an In-Tract Improvement.

C. Water. A water source and distribution system installed in a public utility easement or right-of-way, which are properly stubbed to serve a Lot and meeting all qualifications of the governmental authorities. Connections from the stub-in to a private improvement will not be considered an In-Tract Improvement.

D. Sanitary Sewers. Sanitary sewer line installed in a public utility easement or right-of-way in accordance with approved construction plans. Such lines shall have been properly stubbed in to the Lot line and marked, all in accordance with the specifications and standards required by the governmental authorities. Connections from the stub-in to service a Lot will not be considered an In-Tract Improvement.

E. Parks, and Open Space. Perimeter fencing around open space, parks, and trails; landscaping; and, related equipment in the park, open space and tract areas.

F. Entry Landscaping and Monumentation. Costs for entry sign monumentation, with applicable landscaping and flood lighting.

3. Cost for staking all public Tracts with iron pins and caps on all rear corners, and the front corners to be referenced with offset chiseled sidewalk/curb crosses.

4. Grading and Compaction. Costs associated with grading and compaction, completed in conformance with the applicable plans as approved by applicable governmental authorities (the “**Approved Grading Plans**”). With respect to any filled area

or compacted area, a HUD Data Sheet 79 G certification (or equivalent) shall be provided from a Colorado licensed professional soils engineer.

5. Cost of providing a warranty for the In-Tract Improvements, as required by the City or applicable Authority; and

6. Cost of permits, licenses and approvals concerning storm water runoff, sediment or erosion control, storm drainage, or any other water or sediment discharge (“**Storm Water Permit**”) for the In-Tract Improvements.

## EXHIBIT B

### CERTIFICATION OF BUILDER

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Builder hereby certifies to the CAB that the Builder does not knowingly employ or contract with an illegal alien who will perform work under the Waiver and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Builder who are newly hired to perform work under the Waiver.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Builder shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Waiver; or

(b) Enter into a contract with a subcontractor that fails to certify the Builder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Waiver.

3. The Builder represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Waiver through participation in either the E-Verify Program or the Department Program.

4. The Builder is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Waiver is in effect.

5. If the Builder obtains actual knowledge that a subcontractor performing work under the Waiver knowingly employs or contracts with an illegal alien, Builder shall:

(a) Notify the subcontractor and the CAB within three (3) days that the Builder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Builder shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Builder shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.



7. If the Builder violates any provision of Section 8-17.5-102(1), C.R.S., the CAB may terminate the Waiver immediately and the Builder shall be liable to the CAB for actual and consequential damages of the CAB resulting from such termination, and the CAB shall report such violation by the Builder to the Colorado Secretary of State, as required by law.

**ATTACHMENT 2**  
**PROCUREMENT PROCESS**

Procurement Process:

The following is an overview of the procurement process for the overall LTCIP.

NOTES: INPUT/RECOMMENDATION/APPROVAL/ACTION  
AACMD Board will resolve any disputes in the process.

ESTABLISH/ ADD ELEMENTS	DESIGN	PROCURE	CONSTRUCT	CLOSE-OUT
1	2	3	4	5
<ul style="list-style-type: none"> <li>The Program (Project/Scope Cost, Schedule) is prepared by the Program Manager (PM) at the request of the AACMD Board President</li> </ul>	<ul style="list-style-type: none"> <li>PM solicits proposals, presents to AACMD Board for approval</li> </ul>	<ul style="list-style-type: none"> <li>95% design, PM solicits bids, reviews against budget, prepares Notice of Award or rebids.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor constructs</li> </ul>	<ul style="list-style-type: none"> <li>Contractor finishes</li> </ul>
<ul style="list-style-type: none"> <li>Construction Committee recommendation to AACMD Board</li> </ul>	<ul style="list-style-type: none"> <li>Construction Committee recommendation to AACMD Board</li> </ul>	<ul style="list-style-type: none"> <li>Construction Committee recommendation to AACMD Board</li> </ul>	<ul style="list-style-type: none"> <li>PM monitors scope, costs, schedule</li> </ul>	<ul style="list-style-type: none"> <li>Agency acceptance</li> </ul>
<ul style="list-style-type: none"> <li>CAB Board Approval— Financing Documents</li> </ul>	<ul style="list-style-type: none"> <li>AACMD Board Approval</li> </ul>	<ul style="list-style-type: none"> <li>AACMD Board approval</li> </ul>	<ul style="list-style-type: none"> <li>PM processes add/deduct change orders</li> </ul>	<ul style="list-style-type: none"> <li>Record info</li> </ul>
<ul style="list-style-type: none"> <li>AACMD Board Approval— Project Management Matters</li> </ul>	<ul style="list-style-type: none"> <li>PM starts design</li> </ul>	<ul style="list-style-type: none"> <li>PM finalizes contract and Notice to Proceed</li> </ul>	<ul style="list-style-type: none"> <li>Construction Committee recommendation to AACMD Board</li> </ul>	<ul style="list-style-type: none"> <li>District verification</li> </ul>
			<ul style="list-style-type: none"> <li>AACMD Board approval</li> </ul>	<ul style="list-style-type: none"> <li>PM processes closeout</li> </ul>
			<ul style="list-style-type: none"> <li>Construction phase finishes</li> </ul>	<ul style="list-style-type: none"> <li>Construction Committee recommendation to AACMD Board</li> </ul>
				<ul style="list-style-type: none"> <li>AACMD Board approval</li> </ul>
				<ul style="list-style-type: none"> <li>PROJECT COMPLETE</li> </ul>

Notes:

- PM will have authority to authorize up to \$100,000.00 to maintain schedule.
- Construction Committee can authorize up to \$250,000.00 in change orders or the following percentages per stage: up to 10% of contracted amount at 0-50% of work, up to 5% at 51-75% of work and up to 2.5% of work at 75-100% of work.

**AGREEMENT REGARDING COORDINATION OF FACILITIES FUNDING FOR  
ATEC DEVELOPMENT AREA**

**THIS AGREEMENT REGARDING COORDINATION OF FACILITIES FUNDING FOR ATEC DEVELOPMENT AREA (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”) and **AURORA TECH CENTER DEVELOPMENT, LLC**, a Colorado limited liability company (the “**ATCD LLC**”) (individually, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

A. The CAB was organized pursuant to Section 29-1-203.5, C.R.S., and The Aurora Highlands Community Authority Board Establishment Agreement approved on November 21, 2019, as subsequently amended (the “**CABEA**”) by the Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”), The Aurora Highlands Metropolitan District Nos. 1 through 3 (together, “**Residential Districts**”), and the ATEC Metropolitan District No. 1 and the ATEC Metropolitan District No. 2 (together, “**Commercial Districts**” and, collectively with AACMD and the Residential Districts, the “**CAB Districts**”) for the general purposes of effectuating the coordination of the CAB Districts in the financing of the design, construction and operation and maintenance of Public Improvements (defined therein) and services within their combined service area (the “**Service Area**”).

B. ATEC Metropolitan District No. 1 (the “**District**”) has entered into a Revenue Pledge Agreement with the CAB on even date herewith (the “**Pledge Agreement**”).

C. The Pledge Agreement provides, inter alia, for the ability of the CAB to issue CAB Obligations from time to time, as defined in the Pledge Agreement, for the funding of Public Improvements as defined in the CABEA (the “**Improvements**”).

D. ATCD LLC is managing the development of property known as ATEC generally located East of Powhaton in the CAB service area (the “**Property**”).

E. The CAB adopted that certain Long Term Capital Improvement Plan, which may be amended from time to time for the CAB service area, which includes the Property (the “**Long Term Capital Improvement Plan**”).

F. In order for the Property to be developed, the public improvements that are a part of the Long Term Capital Improvement Plan, which includes the public improvements that will support the development of the Property, (the “**ATEC Improvements**”) must be designed, funded, acquired, constructed, or installed.

G. It is anticipated that the proceeds of CAB Obligations will includes, as issued in the discretion of the CAB from time to time, proceeds to be used to fund the ATEC Improvements.

H. It is also anticipated that the proceeds of CAB Obligations will include, as issued in the discretion of the CAB from time to time, proceeds to be used to reimburse costs incurred, if any, in the design and construction of the ATEC Improvements under a Waiver and Release of Reimbursement Rights Agreement, defined below, or the CCRA-Commercial, defined below, including but not limited to, all costs of design, testing, engineering, acquisition, construction, related consultant fees, and construction management (“**Construction Costs**”).

I. The CAB, the District and ATCD LLC previously entered into that certain Intergovernmental Agreement Regarding Coordination of Funding For ATEC Metropolitan District No. 1 Projects on June 23<sup>rd</sup>, 2020, which Agreement was terminated pursuant to the Termination of Agreement for Coordination of Funding on even date herewith.

J. The CAB and ATCD LLC desire to set forth their respective rights, obligations and procedures with respect to the issuance of CAB Obligations and the reimbursement of ATCD LLC as provided herein.

K. For purposes of this Agreement, the term “CAB Obligations” shall be synonymous with the term “CAB Obligations” as defined in the Pledge Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

### COVENANTS AND AGREEMENTS

1. Alternatives for the Construction of the ATEC Improvements. The ATEC Improvements may be constructed by the CAB:

(a) From the proceeds of CAB Obligations issued by the CAB; or

(b) Pursuant to one or more Waiver and Release of Reimbursement Rights Agreements entered into by the CAB, the ATCD LLC and a Builder in the boundaries of the District (a “**Builder**”) in a form substantially similar to the form attached hereto as **Exhibit A** and incorporated herein by this reference. The CAB and the ATCD LLC acknowledge that the CAB has entered into a Capital Construction and Reimbursement Agreement of even date herewith with Aurora Highlands, LLC (the “**CCRA**”). The CAB and the ATCD LLC agree that they will enter into an Agreement with terms substantially similar to the CCRA on or before the date on which the ATCD LLC and the CAB enter into a Waiver and Release of Reimbursement Rights Agreement with a Builder or before CAB Obligations to support the ATEC Improvement Plan, as hereinafter adopted, are issued (the “**CCRA-Commercial**”).

(c) Pursuant to the terms of the CCRA-Commercial.

2. Delivery of Funding Request Notice. The ATCD LLC shall notify the CAB and the District in writing (the “**Funding Request Notice**”):

(a) Of the need to initiate the design or construction of ATEC Improvements;

- (b) Which of the ATEC Improvements are to be designed and constructed in the phase or phases that are the subject of the Funding Request Notice;
- (c) The estimate of the Construction Costs;
- (d) The request that CAB Obligations be issued; and
- (e) If the CAB Obligations can be issued at that time, whether the CAB Obligations are to be issued to reimburse the Verified Costs, as defined in the Waiver and Reimbursement Rights Agreement, or under the terms of the CCRA-Commercial; or
- (f) Whether the proceeds of the CAB Obligations are to be issued to fund the Construction Costs to be incurred by the CAB in designing and constructing the ATEC Improvements that are the subject of the Funding Request Notice.

3. CAB Debt Issuance Notice. Within thirty (30) days of receipt of the Funding Request Notice, the CAB shall retain the necessary consultants for the issuance of CAB Obligations in an amount sufficient to fund the Construction Costs set forth in the Funding Request Notice.

(a) Prior to the issuance of the CAB Obligations, the CAB and ATCD LLC will work in good faith to enter into an agreement regarding the operation and maintenance of the ATEC Improvements that are the subject of the CAB Debt Issuance Notice if the CAB anticipates there will be a shortfall in operation funding between the time when the ATEC Improvements are completed and when the development in the District produces an increase in property taxes to support increased costs, if any (“**Operations and Maintenance Funding Agreement**”). The CAB shall be responsible for the operation and maintenance of any ATEC Improvements that are not accepted for operations and maintenance by another governmental entity.

4. Construction of ATEC Improvements. The CAB shall fund the ATEC Improvements that are the subject of a Funding Request Notice as follows:

(a) If the ATEC Improvements are not the subject of a Waiver and Release of Reimbursement Rights Agreement or the CCRA-Commercial, then, contingent on the receipt of the proceeds of CAB Obligations, the CAB shall design and construct the ATEC Improvements that are the subject of the Funding Request Notice.

(b) If the ATEC Improvements are the subject of a Waiver and Release Agreement or the CCRA-Commercial, the CAB will issue CAB Obligations to ATCD LLC pursuant to the terms of such documents.

5. Funding. The Parties agree that no payment shall be required of the CAB hereunder unless and until the CAB issues CAB Obligations in an amount sufficient to reimburse ATCD LLC for all or a portion of the Verified Costs, defined in the Waiver and Release of Reimbursement Rights or pursuant to the terms of the CCRA-Commercial. ATCD LLC acknowledges that the CAB intends to issue CAB Obligations for other purposes than the ATEC Improvements and the priority for payment of the reimbursement due hereunder will be

determined in the sole discretion of the CAB, to the extent the CAB has not prioritized reimbursement by separate written agreement.

(a) It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse ATCD LLC hereunder, but that this Agreement shall not constitute a debt or indebtedness of the CAB within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the CAB.

(b) The CAB acknowledges the ATCD LLC is relying on the funding of the ATEC Improvements from the issuance of CAB Obligations pursuant to the procedures set forth in this Agreement, if and when issued by the CAB, or the reimbursement of ATCD LLC as set forth herein, or in the CCRA-Commercial.

6. Representations. ATCD LLC hereby represents and warrants to and for the benefit of the CAB and the District as follows:

(a) ATCD LLC is a Colorado limited liability company in good standing and qualified to conduct business under the laws of the State of Colorado.

(b) ATCD LLC has the full power and legal authority to enter into this Agreement.

(c) Neither the execution and delivery of this Agreement nor the compliance by ATCD LLC with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which ATCD LLC is a party or by which ATCD LLC is or may be bound.

(d) ATCD LLC has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(e) ATCD LLC represents that it has sufficient available funds to fulfill its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by AT LLC to the CAB and the District for the entire term of this Agreement.

7. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: ATEC Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2811  
Attention: Denise Denslow, Manager  
Phone: (303) 265-7910  
Email: Denise.Denslow@claconnect.com

To CAB: The Aurora Highlands Community Authority Board  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2811  
Attention: Denise Denslow, Manager  
Phone: (303) 265-7910  
Email: Denise.Denslow@claconnect.com

With a copy to: McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: MaryAnn M. McGeady  
Phone: 303-592-4380  
Email: legalnotices@specialdistrictlaw.com

To ATCD LLC: Aurora Tech Center Development, LLC  
c/o Carlo G. Ferreira  
250 S. Pilot Rd., Ste. 150  
Las Vegas, NV 89119  
Email: admin@cgmfgmt.com

With a copy to: Fairfield and Woods, P.C.  
1801 California St., Ste. 2600  
Denver, CO 80202  
Attention: Rita M. Connerly  
Phone: 303-830-2400  
Email: rconnerly@fwlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

8. Assignment. The ATCD LLC shall not assign any of its rights or delegate any of its duties hereunder to any person or entity, other than Aurora Highlands, LLC. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.



9. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the CAB, the District and the ATCD LLC any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the CAB, the District and the ATCD LLC shall be for the sole and exclusive benefit of the CAB, the District and the ATCD LLC.

10. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

11. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

12. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

13. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the CAB, the District or the ATCD LLC unless the same is in writing and duly executed by the Parties hereto.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE TO AGREEMENT REGARDING COORDINATION OF FUNDING FOR ATEC DEVELOPMENT AREA**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

**ATEC METROPOLITAN DISTRICT NO. 1,**  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

**CAB:**  
**THE AURORA HIGHLANDS**  
**COMMUNITY AUTHORITY BOARD,** a  
political subdivision and public corporation of  
the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

**ATCD LLC:**  
**AURORA TECH CENTER DEVELOPMENT,**  
**LLC,** a Colorado limited liability company

By: CGF Management, Inc., a Nevada  
Corporation, Manager

By: \_\_\_\_\_  
Carlo G. Ferreira, President

**EXHIBIT A**

**WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS**

THIS WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS (this “**Waiver**”) is made and entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”), **AURORA TECH CENTER DEVELOPMENT, LLC**, a Colorado limited liability company (the “**ATCD LLC**”), and \_\_\_\_\_ a \_\_\_\_\_ authorized to transact business in the State of Colorado (the “**Builder**”) (individual, a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

A. The ATCD LLC is developing a master planned community located in the City of Aurora, Colorado (the “**City**”), known as The Aurora Highlands (the “**Property**”).

B. In order for the Property to be developed, certain public infrastructure improvements must be designed, funded, acquired, constructed or installed including but not limited to water systems, sanitation systems, park and recreation facilities, street and safety protection improvements, drainage improvements, trails, monuments, landscaping, and other public amenities (the “**Public Improvements**”).

C. The CAB has the authority as set forth in The Aurora Highlands Community Authority Board Establishment Agreement (the “**CABEA**”) entered into on November 21, 2019 to reimburse the costs of designing and constructing Public Improvements that serve the Property.

D. The ATCD LLC and the Builder entered into that certain Agreement for Purchase and Sale of Real Property dated \_\_\_\_\_, 20\_\_ (the “**Purchase Agreement**”), wherein the Builder has agreed to construct certain Public Improvements identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**In-Tract Improvements**”).

E. The CAB and the ATCD LLC have entered into that certain Capital Construction and Reimbursement Agreement (In-Tract Improvements) (the “**Reimbursement Agreement**”) pursuant to which the ATCD LLC agrees to cause the construction of the In-Tract Improvements, and the CAB agrees to acquire the In-Tract Improvements and reimburse the ATCD LLC for the Verified Costs (as defined in the Reimbursement Agreement) thereof.

F. The Builder, the CAB, and the ATCD LLC have determined that for reasons of economic efficiency and timeliness it is in the best interests of the CAB to have the Builder design and construct the In-Tract Improvements.

G. Section 29-1-203.5, C.R.S., and the CABEA authorize the CAB to issue bonds, the proceeds of which may be used to pay for the Public Improvements, including the In-Tract Improvements.

H. The Builder and the ATCD LLC desire to set forth the obligations for construction of and the procedures for the reimbursement of the costs related to the In-Tract Improvements.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

### **COVENANTS AND AGREEMENT**

1. In-Tract Improvements. The Builder agrees to design, construct, and complete the In-Tract Improvements.

2. Construction of Improvements. The Builder agrees to design, construct, and complete the In-Tract Improvements in full conformance with the design standards and specifications as established and in use by the City, Adams County, Urban Drainage and Flood Control District, and other appropriate jurisdictions pursuant to the provisions of this Waiver and if applicable, approved by a professional engineer licensed in the State of Colorado and designated by the CAB to review the In-Tract Improvements (the “**Independent Engineer**”).

(a) Procedure.

(i) Construction Contract Requirements. The Builder agrees that any construction contract for all or any portion of the In-Tract Improvements shall require the contractor to provide a warranty from the date of preliminary acceptance of the completed In-Tract Improvements and a security mechanism to secure the warranty approved by the CAB or as required by the applicable approving jurisdiction.

(ii) Verification of Project Improvement Costs. The Builder shall, at no out-of-pocket cost to the CAB, provide to the Independent Engineer the documentation reasonably required for the Independent Engineer to verify the costs of development of the In-Tract Improvements as eligible for reimbursement from public funds (“**Verified Costs**”). The Independent Engineer will review the documentation for purposes of verification of the Actual Costs to:

(1) Be reasonable and comparable for similar public improvements in the Denver Metropolitan Area during the time period within which the In-Tract Improvements were designed and constructed; and

(2) Be improvements the CAB is authorized to provide under the CABEA; and

(3) Confirm that all vendors and contactors involved in the design, construction, and completion of the In-Tract Improvements have been paid and there are no disputes, liens, or encumbrances outstanding related thereto.

(b) Verified Costs Report. The Independent Engineer shall, at the CAB’s cost, provide to the CAB a report and analysis of the Verified Costs of In-Tract Improvements constructed by the Builder and payable to the ATCD LLC.

(c) Verification of In-Tract Improvement Costs. The CAB shall acknowledge and accept the costs of the In-Tract Improvements after preliminary acceptance from the appropriate approving jurisdiction and prior to final acceptance in

accordance with the adopted rules and regulations of the CAB, as may be amended from time to time.

3. Waiver of Reimbursement. The Builder hereby irrevocably and perpetually consents, grants, transfers to and pledges to the ATCD LLC all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements. The Builder waives any and all rights to any revenues of the CAB, including those that may become available from Bonds, for the In-Tract Improvements. The Builder releases and agrees to hold the CAB harmless from any and all claims, damages, or liabilities arising from, or related to, any payment, exchange of value, or other reimbursement to the ATCD LLC.

4. Representations. The ATCD LLC and the Builder, each for themselves, hereby represent and warrant to and for the benefit of the CAB:

(a) That it has the full power and legal authority to enter into this Waiver; and

(b) Neither the execution and delivery of this Waiver nor the compliance by the ATCD LLC or the Builder with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the ATCD LLC or the Builder is a party or by which the ATCD LLC or the Builder is or may be bound; and

(c) The ATCD LLC and the Builder have taken or performed all requisite acts or actions which may be required by its respective organizational or operational documents to confirm its respective authority to execute, deliver and perform each of its obligations under this Waiver.

(d) The Builder has not sold, contracted to sell, pledged, mortgaged, encumbered, assigned or otherwise disposed of, created or obligated to be created, any lien, security interest, or encumbrance upon the In-Tract Improvements or the right to reimbursement or exchange of value related thereto.

These representations and warranties are made as of the date hereof and shall be deemed continually made by the ATCD LLC and the Builder to each other and the CAB for the entire term of this Waiver.

5. Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Builder confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

6. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, via facsimile with a hard copy immediately following thereafter by United

States mail, or by depositing same in the United States mail, postage prepaid, addressed as follows:

ATCD LLC: Aurora Tech Center Development, LLC  
250 S. Pilot Road, Suite 150  
Las Vegas, NV 89119  
Attention: Carlo Ferreira  
Phone: 702-685-7164  
Email: carlo@cgmfgmt.com

With a copy to: Fairfield and Woods P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202-2645  
Attention: Rita M. Connerly  
Phone: 303-894-4411  
Email: rconnerly@fwlaw.com

CAB: The Aurora Highlands Community Authority  
Board  
c/o CliftonLarsonAllen LLC  
8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
Attention: Denise Denslow  
Phone: 303-779-5710  
Email: denise.denslow@claconnect.com

With a copy to: McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203-1254  
Attention: MaryAnn McGeady  
Phone: 303-592-4380  
Email: mmcgeady@specialdistrictlaw.com

Builder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other parties hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

7. Assignment. Neither the ATCD LLC nor the Builder shall assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. Default/Remedies. In the event of a breach or default of this Waiver by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. Governing Law and Venue. This Waiver shall be governed and construed under the laws of the State of Colorado, and any proceedings shall take place in Adams County, Colorado and not elsewhere.

10. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. Integration. This Waiver constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

12. Parties Interested Herein. Nothing expressed or implied in this Waiver is intended or shall be construed to confer upon, or to give to, any person other than the Parties hereto any right, remedy, or claim under or by reason of this Waiver or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Waiver by and on behalf of the Builder and the ATCD LLC shall be for the sole and exclusive benefit of the Parties hereto.

13. Severability. If any covenant, term, condition, or provision under this Waiver shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

14. Counterparts. This Waiver may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

15. Conditions Precedent. The performance by the Builder of its obligations shall constitute conditions precedent to the performance of the obligations of the ATCD LLC as set forth herein.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Survival. This Waiver and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Purchase Agreement, shall be



binding upon and inure to the benefit of Builder, its respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the State of Colorado and may not be modified or amended except by written agreement signed by both parties.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO WAIVER AND RELEASE OF REIMBURSEMENT RIGHTS]**

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the day and year first set forth above.

ATCD LLC

**AURORA TECH CENTER DEVELOPMENT, LLC**, a Nevada limited liability company

By: CGF Management, Inc., a Nevada corporation, its Manager

By: \_\_\_\_\_  
Carlo G. Ferreira, President

CAB

**The Aurora Highlands Community Authority Board**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Matt Hopper, President

Attest:

\_\_\_\_\_  
Secretary

Builder

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
[Name][Title]

**EXHIBIT A**  
**IN-TRACT IMPROVEMENTS**

## EXHIBIT B

### CERTIFICATION OF BUILDER

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Builder hereby certifies to the CAB that the Builder does not knowingly employ or contract with an illegal alien who will perform work under the Waiver and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Builder who are newly hired to perform work under the Waiver.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Builder shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Waiver; or

(b) Enter into a contract with a subcontractor that fails to certify the Builder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Waiver.

3. The Builder represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Waiver through participation in either the E-Verify Program or the Department Program.

4. The Builder is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Waiver is in effect.

5. If the Builder obtains actual knowledge that a subcontractor performing work under the Waiver knowingly employs or contracts with an illegal alien, Builder shall:

(a) Notify the subcontractor and the CAB within three (3) days that the Builder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Builder shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Builder shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Builder violates any provision of Section 8-17.5-102(1), C.R.S., the CAB may terminate the Waiver immediately and the Builder shall be liable to the CAB for actual and consequential damages of the CAB resulting from such termination, and the CAB shall report such violation by the Builder to the Colorado Secretary of State, as required by law.

**TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING  
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN  
DISTRICT NO. 1 PROJECTS**

This **TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN DISTRICT NO. 1 PROJECTS** (this “**Termination Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, among **ATEC METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”) and **AURORA TECH CENTER DEVELOPMENT, LLC**, a Colorado limited liability company (“**ATEC LLC**”) (individually, each a “**Party**” and collectively as the “**Parties**”).

**RECITALS**

A. The District, the CAB, and ATEC LLC are parties to that certain Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects dated June 23, 2020 (collectively, the “**Original IGA**”).

B. The CAB previously issued its Special Tax Revenue Draw-Down Bonds, Series 2020A, in the aggregate principal amount of up to \$165,159,327 (the “**Series 2020A Bonds**”) and its Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B, in the aggregate principal amount of up to \$32,338,830 (the “**Series 2020B Bonds**”, and collectively with the Series 2020A Bonds, the “**Series 2020 Bonds**”).

C. In conjunction with the issuance of the Series 2020 Bonds, the District entered into a Pledge Agreement (the “**Original Pledge Agreement**”) pledging certain revenues to the CAB in order for the CAB to finance additional costs of the Project, including approximately \$100,000,000 of net proceeds of Additional Obligations (as defined in the Original Pledge Agreement) on behalf of the District for the funding of public improvements to facilitate the construction of commercial and industrial development within the District’s boundaries (the “**Improvements**”).

D. In conjunction with the issuance of the Series 2020 Bonds, the Parties entered into the Original IGA setting forth the Parties’ respective rights, obligations and procedures with respect to the Additional Obligations and the reimbursement of ATEC LLC as provided therein.

E. The CAB is refinancing the Series 2020 Bonds, and as a result the District anticipates entering into a new Revenue Pledge Agreement with the CAB regarding the Additional Obligations for the Improvements, and the CAB anticipates entering into a new Agreement Regarding Coordination of Facilities Funding for ATEC Development Area to replace the Original IGA.

F. The Parties desire to terminate the Original IGA.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties agree as follows:

### **COVENANTS AND AGREEMENTS**

1. **Termination.** The Parties agree that the Original IGA is terminated and is of no further force or effect, as of the effective date of this Termination Agreement.
2. **Representations.** Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the Original IGA.
3. **Release.** The Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen or have been contemplated by the Original IGA. Each Party agrees not to make any claim against the other Party with respect to the Original IGA or the performance or non-performance of any covenant or condition contained within or contemplated by the Original IGA.
4. **Binding Effect.** This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

**[SIGNATURE PAGES FOLLOW]**

**SIGNATURE PAGE 1 OF 2 TO  
TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING  
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN  
DISTRICT NO. 1 PROJECTS**

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

**DISTRICT:**

**ATEC METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

**CAB:**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary



**SIGNATURE PAGE 2 OF 2 TO  
TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING  
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN  
DISTRICT NO. 1 PROJECTS**

**ATEC LLC:**

**AURORA TECH CENTER DEVELOPMENT,  
LLC**, a Colorado limited liability company

By: CGF Management, Inc., a Nevada  
Corporation, Manager

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Carlo Ferreira, as President of CGF Management, Inc., a Nevada corporation, Manager of Aurora Center Tech Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**AMENDED AND RESTATED MILL LEVY ALLOCATION POLICY AGREEMENT**

This **AMENDED AND RESTATED MILL LEVY ALLOCATION POLICY AGREEMENT** (this “Agreement”) is entered into and effective as of December \_\_\_\_, 2021 (the “Effective Date”), by and among **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD** (the “Authority”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1** (“District No. 1”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 2** (“District No. 2”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3** (“District No. 3”); **THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT** (the “Coordinating District”); **A TEC METROPOLITAN DISTRICT NO. 1** (“ATEC No. 1”); and **A TEC METROPOLITAN DISTRICT NO. 2** (“ATEC No. 2” and, together with District No. 1, District No. 2, District No. 3, the Coordinating District, and ATEC No. 1, collectively, the “CAB Districts”).

Capitalized terms used and not otherwise defined in the recitals below have the respective meanings assigned to such terms in Section 1.04 hereof.

This Agreement amends and restates, in its entirety, the Mill Levy Allocation Policy Agreement dated June 30, 2020 by and among the CAB Districts and the Authority.

**RECITALS**

WHEREAS, the CAB Districts are quasi-municipal corporations and political subdivisions of the State of Colorado (the “State”) duly organized and existing as metropolitan districts under the constitution and laws of the State, including Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Authority is a public corporation and political subdivision duly organized and existing as a separate legal entity under the constitution and laws of the State, including Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the CAB Districts are authorized by the Special District Act to furnish certain public facilities and services; and

WHEREAS, the CAB Districts were created for the purpose of designing, acquiring, constructing, installing, financing, operating and maintaining certain street, traffic and safety controls, water, sanitation, stormwater, parks and recreation, television relay and translation, transportation, and mosquito control, and providing certain services, all in accordance with the Service Plans; and

WHEREAS, the Service Plans for the CAB Districts establish the necessity for, and anticipate one or more intergovernmental agreements among the CAB Districts concerning the financing, construction, operation and maintenance of the public improvements contemplated in the Service Plans and the provision of services in the community to be served by the CAB Districts; and

WHEREAS, pursuant to the State Constitution, Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Authority and the CAB Districts may cooperate or contract with

each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, the Act provides that any such contract, including contracts among the Authority and the CAB Districts, may be entered into for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governments such as the Authority and the CAB Districts; and

WHEREAS, at elections of the eligible electors of each of the CAB Districts held in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at such elections, voted in favor of the CAB Districts entering into intergovernmental agreements including, without limitation, the CABEA, the Revenue Pledge Agreements and this Agreement; and

WHEREAS, the Service Plans contemplate that the Public Improvements are to be financed in accordance with general plans of finance described or permitted in the Service Plans, which obligations shall be payable from revenue sources of the CAB Districts, including, without limitation, ad valorem property taxes of the CAB Districts; and

WHEREAS, the CAB Districts and the Authority agree that the Public Improvements will benefit the current and future residents, occupants, taxpayers and property owners in the CAB Districts and the Authority's Service Area in terms of cost, quality, and level of service; and

WHEREAS, the CAB Districts and the Authority agree that the coordinated construction, financing, completion and availability of the Public Improvements within the CAB Districts' and the Authority's Service Area in a timely fashion will promote the health, safety, prosperity, security, and general welfare of the current and future residents, occupants, taxpayers and property owners of the CAB Districts; and

WHEREAS, the CAB Districts established the Authority for the purposes of, *inter alia*, designing, constructing, furnishing, operating and maintaining the Public Improvements and providing the services authorized by the Service Plans; and

WHEREAS, each of the CAB Districts has agreed that the Authority will own operate, maintain, finance and construct the Public Improvements throughout the Service Area benefiting the current and future residents, occupants, taxpayers and property owners of the CAB Districts, and that each of the CAB Districts will contribute to the costs of construction, operation, and maintenance of such Public Improvements from its taxes and fees; and

WHEREAS, the CABEA binds the CAB Districts concerning capital expenditures and operation and maintenance expenses, with the intent that the cost of providing facilities and services to the entire Development will be shared by the current and future residents, occupants, taxpayers, fee payers, and property owners in the CAB Districts' Service Area, both presently and under various circumstances which may occur in the future; and

WHEREAS, under the CABEA, it is the stated intent of the CAB Districts that all Debt shall be issued from time to time by the Authority for the purpose of financing Public Improvements; and

WHEREAS, the amount of Debt issued by the Authority is to be based upon estimates of the capital costs of construction of portions of the Public Improvements as they are and will be needed to complete the Development, plus reserve funds, capitalized interest, legal fees, and any other costs associated with the financing or refinancing of such Debt; and

WHEREAS, the CAB Districts agree that the administrative functions and statutory compliance procedures of the CAB Districts and the provision of services and operation and maintenance of the Public Improvements by the Authority will be financed, primarily, by tax revenue derived from operations mill levies imposed by each of the CAB Districts; and

WHEREAS, the CAB Districts and the Authority desire to enter into this Agreement to evidence the mutual benefits enjoyed by the CAB Districts and the Authority from the provision, operation and maintenance of the Public Improvements, and the fair and equitable nature of the obligations of the CAB Districts and the Authority under the Revenue Pledge Agreements and the CABEA.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the Districts hereby agree as follows:

## ARTICLE I

### SPECIFIC PROVISIONS

**Section 1.01. Affirmation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

**Section 1.02. Interpretation.** In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Agreement; and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural and, unless otherwise defined herein, all capitalized words or terms shall have the meanings assigned to such terms in Section 1.04 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

**Section 1.03. Effective Date and Term.** This Agreement shall be effective as of the Effective Date and shall continue to be in full force and effect until such time as

- (a) each CAB District agrees in writing to terminate this Agreement;
- (b) no Debt is Outstanding;
- (c) all Public Improvements owned by the Authority or the CAB Districts have been conveyed to another governmental entity; and
- (d) all operations and maintenance obligations with respect to such Public Improvements and all other services performed by the Authority and the CAB Districts have been assumed by another governmental entity.

**Section 1.04. Definitions.** As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized throughout the text of this Agreement shall have the respective meanings set forth below:

“*Agreement*” means this Amended and Restated Mill Levy Allocation Policy Agreement.

“*Act*” means Title 29, Article 1, Part 2, C.R.S.

“*ARI Mill Levy*” has the meaning ascribed to such term in the CABEA.

“*ARI Mill Levy Revenues*” has the meaning ascribed to such term in the CABEA.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, and its successors and assigns.

“*ATEC No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 1) dated December \_\_\_\_, 2021 between the Authority and ATEC No. 1.

“*ATEC No. 1 Pledged Revenue*” has the meaning ascribed to such term in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 1 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, and its successors and assigns.

“*ATEC No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 2) dated as of December \_\_\_\_, 2021 between the Authority and ATEC No. 2.

“*ATEC No. 2 Pledged Revenue*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Required Operations Mill Levy*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*Authority*” means The Aurora Highlands Community Authority Board, a public corporation and political subdivision duly organized and existing as a separate legal entity under the constitution and laws of the State, including the Act, and established pursuant to the CABEA.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*CAB Districts*” means, collectively, District No. 1, District No. 2, District No. 3, ATEC No. 1, ATEC No. 2 and the Coordinating District.

“*CABEA*” means The Aurora Highlands Community Authority Board First Amended and Restated Establishment Agreement dated and effective April 10, 2020 by and among the Authority and the CAB Districts, as the same may be further amended, supplemented or restated from time to time in accordance with the provisions thereof.

“*Revenue Pledge Agreement*” or “*Revenue Pledge Agreements*” means, individually or collectively, as the context requires, the: (a) District No. 1 Revenue Pledge Agreement; (b) District No. 2 Revenue Pledge Agreement; (c) District No. 3 Revenue Pledge Agreement; (d) ATEC No. 1 Revenue Pledge Agreement; (e) ATEC No. 2 Revenue Pledge Agreement; and (f) Coordinating District Revenue Pledge Agreement.

“*Coordinating District*” means The Aerotropolis Area Coordinating Metropolitan District, and its successors and assigns.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement (Coordinating District) dated as of December \_\_\_, 2021 between the Authority and the Coordinating District.

“*Coordinating District Required Debt Service Mill Levy*” has the meaning ascribed to such term in the Coordinating District Revenue Pledge Agreement.

“*Debt*” means bonds, notes, loans or other obligations issued or incurred by the Authority for the purpose of financing or refinancing Public Improvements, which obligations are payable from ad valorem property taxes of the CAB Districts (*except* for any ARI Mill Levy Revenues) and/or other District revenues, including, but not limited to, fees, rates, tolls, and charges; which bonds, notes, loans or other obligations constitute a multiple fiscal year financial obligation and for the payment of which any one or more of the CAB Districts has promised to impose an ad valorem property tax mill levy (*except* for any ARI Mill Levy).

“*Debt Service Mill Levy*” or “*Debt Service Mill Levies*” means, individually or collectively, as the context requires, the (a) District No. 1 Required Debt Service Mill Levy; (b) District No. 2 Required Debt Service Mill Levy; (c) District No. 3 Required Debt Service Mill

Levy; (d) ATEC No. 1 Required Debt Service Mill Levy; (e) ATEC No. 2 Required Debt Service Mill Levy; and (f) Coordinating District Required Debt Service Mill Levy.

*“Development”* means the approximately 3,920-acre development known as The Aurora Highlands and The Aurora Technology and Energy Center, located in the City of Aurora, Adams County, Colorado, and within the Service Area of the Authority (which Service Area also includes property located within the various CAB Districts) which is anticipated to be developed with single family and multi-family homes, industrial, commercial, retail, health care, and other uses and related amenities, reaching an estimated population of approximately 41,823 people at full build-out.

*“District No. 1”* means The Aurora Highlands Metropolitan District No. 1 (*formerly known as Green Valley Ranch East Metropolitan District No. 2*), its successors and assigns.

*“District No. 1 Pledged Revenue”* has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

*“District No. 1 Required Debt Service Mill Levy”* has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

*“District No. 1 Required Operations Mill Levy”* has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

*“District No. 1 Revenue Pledge Agreement”* means the Revenue Pledge Agreement (“District No. 1”) dated December \_\_\_\_, 2021 between the Authority and District No. 1.

*“District No. 2”* means The Aurora Highlands Metropolitan District No. 2 (*formerly known as Green Valley Ranch East Metropolitan District No. 3*), and its successors and assigns.

*“District No. 2 Pledged Revenue”* has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

*“District No. 2 Required Debt Service Mill Levy”* has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

*“District No. 2 Required Operations Mill Levy”* has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

*“District No. 2 Revenue Pledge Agreement”* means the Revenue Pledge Agreement (“District No. 2”) dated December \_\_\_\_, 2021 between the Authority and District No. 2.

*“District No. 3”* means The Aurora Highlands Metropolitan District No. 3 (*formerly known as Green Valley Ranch East Metropolitan District No. 4*), and its successors and assigns.

*“District No. 3 Pledged Revenue”* has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Required Operations Mill Levy*” has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 3) dated December \_\_\_\_, 2021 between the Authority and District No. 3.

“*Effective Date*” has the meaning assigned to such term in the first paragraph of this Agreement.

“*Gallagher Amendment*” means Colorado Constitution, Article X, Section 3(1)(b).

“*Mill Levy*” or “*Mill Levies*” means, individually or collectively, as the context requires, the Operations Mill Levies and the Debt Service Mill Levies.

“*Operating Costs*” means the costs and expenses from time to time of the Authority relating to: (a) the existence and operation of the Authority and the CAB Districts, including administration, statutory compliance and other general purposes, and (b) the operation and maintenance of the Public Improvements; whether paid or payable by the Authority directly or reimbursed or reimbursable by the Authority in accordance with one or more advance or funding agreements.

“*Operations Mill Levy*” or “*Operations Mill Levies*” means, individually or collectively, as the context requires, the (a) District No. 1 Required Operations Mill Levy; (b) District No. 2 Required Operations Mill Levy; (c) District No. 3 Required Operations Mill Levy; and (d) ATEC No. 2 Required Operations Mill Levy.

“*Operations Revenue*” means (a) with respect to District No. 1, District No. 2, District No. 3, ATEC No. 2 and the Coordinating District, such term has the meaning set forth in the Revenue Pledge Agreements (which definition has the same meaning in each Revenue Pledge Agreement), whether used individually or collectively, as the context requires, and (b) with respect to ATEC No. 1, such term means the revenue derived from imposition of its operations mill levy in accordance with the CABEA, together with the ATEC No. 1 Operations Revenue (as defined in the ATEC No. 1 Revenue Pledge Agreement).

“*Pledged Revenue*” means, individually or collectively, as the context requires: (a) the District No. 1 Pledged Revenue; (b) the District No. 2 Pledged Revenue; (c) the District No. 3 Pledged Revenue; (d) the ATEC No. 1 Pledged Revenue; (e) the ATEC No. 2 Pledged Revenue; and (f) the Coordinating District Pledged Revenue.

“*Public Improvements*” means those improvements and facilities to be designed, acquired, constructed and installed as contemplated under the Service Plans and the CABEA and as necessary or appropriate for the completion of the Development and to serve and support the completed Development including, without limitation, the Regional Transportation System.

“*Regional Transportation System*” has the meaning assigned to such term in the CABEA.



“*Residential District Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended from time to time.

“*Residential Districts*” means District No. 1, District No. 2 and District No. 3.

“*Service Area*” has the meaning assigned to such term in the CABEA.

“*Service Plans*” means, collectively, the Residential District Service Plan; the Coordinating District Service Plan; the ATEC No. 1 Service Plan; and the ATEC No. 2 Service Plan, each as may be amended from time to time.

“*Trustee*” means and Zions Bancorporation, National Association, having an office and corporate trust offices in Salt Lake City, Utah, its successors and assigns, in its capacity as the trustee for the Initial Series of Bonds.

## ARTICLE II

### MILL LEVY POLICY

**Section 2.01. Purpose of Agreement.** The primary purpose of this Agreement is for each CAB District to declare and agree that the obligations of each CAB District under its respective Revenue Pledge Agreement are fair and equitable in light of the benefits received by the CAB Districts and their current and future residents, occupants, taxpayers and property owners, notwithstanding that the Debt Service Mill Levies of the CAB Districts are not intended nor expected to be equal in terms of number of mills or tax dollars derived from the imposition thereof. The CAB Districts each acknowledge that the benefits received by the CAB Districts and their current and future residents, occupants, taxpayers and property owners cannot be measured in exact terms and each CAB District’s tax burden will not necessarily be equal in any year, or at all.

**Section 2.02. Mutual Benefits.** Each of the CAB Districts hereby acknowledges that, due to the nature of the Public Improvements and proximity and interrelatedness of the various components of the Development, the design, acquisition, construction and installation of the Public Improvements benefits each of the CAB Districts and their current and future residents, occupants, taxpayers and property owners. In addition, the CAB Districts further acknowledge that, in order to maintain the Public Improvements, the Authority and the CAB Districts must continue to exist and operate and remain in statutory compliance, and, accordingly, the Authority will necessarily incur costs and expenses relating to administration, operations and maintenance of the Public Improvements, and other general purposes (as more particularly defined in Section 1.04 hereof, the “Operating Costs”). The CAB Districts agree that their respective obligations under the Revenue Pledge Agreements and the CABEA are reasonable in light of the long term benefits to be derived from the regional nature of the Development, and that the Development does and will in the future continue to provide benefits to each CAB District and their respective taxpayers, inhabitants, occupants and property owners.

**Section 2.03. Fair Representation on Authority Board.** Each CAB District agrees that it is fairly represented on the Board of Directors of the Authority.

#### **Section 2.04. Imposition of Mill Levies.**

(a) Each CAB District agrees to impose and certify its Operations Mill Levy and its Debt Service Mill Levy at the times, in the amounts and in the manner set forth in the Revenue Pledge Agreements, respectively, and the CABEA, as applicable to each CAB District.

(b) Each CAB District is relying upon the timely performance of each of the other CAB Districts in entering into its respective Revenue Pledge Agreement. The CAB Districts each agree that failure of any CAB District to perform its obligations under its Revenue Pledge Agreement will cause harm to each of the other CAB Districts. In addition, in issuing any Debt for the purpose of financing or refinancing Public Improvements, the Authority is relying on the CAB Districts' performance of their respective obligations under the Revenue Pledge Agreements and the CABEA, as applicable to each CAB District.

(c) Each CAB District agrees to collect and enforce the collection of the Pledged Revenue and the Operations Revenue to be derived from imposition of the CAB Districts' respective Mill Levies (and the operations mill levies to be imposed by ATEC No. 1 under the CABEA) as required under the applicable Revenue Pledge Agreement and the CABEA. Each CAB District further agrees that it will transfer or cause to be transferred to the Authority all Pledged Revenue and Operations Revenue in accordance with the terms of the applicable Revenue Pledge Agreement and the CABEA, and that it will not withhold or allow to be withheld any portion of its Pledged Revenue or Operations Revenue prior to remittance thereof to the Authority. Notwithstanding the foregoing, it is acknowledged that ATEC No. 1's obligations with respect to revenue derived from its operations mill levy are set forth in the CABEA (and not in its Revenue Pledge Agreement); accordingly, ATEC No. 1 agrees to fulfill its obligations under the CABEA with respect to the revenue derived from its operations mill levy.

(d) In addition, ATEC No. 1 agrees to accept direction from the Authority pursuant to the terms of the CABEA with respect to the number of mills to be certified by ATEC No. 1 for operations purposes in each tax levy year.

(e) Colorado ad valorem property taxes are imposed on the assessed value of property, and not the "actual" market value of property. The CAB Districts acknowledge that, as a result of the Gallagher Amendment, commercial property (together with vacant land and certain other non-residential property, collectively, "Commercial Property") is assessed at a significantly higher rate than residential property ("Residential Property"). The assessed value of Commercial Property is 29% of "actual" (or market) value, while the assessed value of Residential Property is 7.15% of "actual" (or market) value (as of the date of this Agreement, and subject to change for adjustments occurring after January 1, 2019 in the residential assessment rate). As a result, a mill levy of any particular number of mills imposed on Commercial Property will derive significantly more tax revenue than if the same number of mills were imposed on Residential Property. As a result of this differential, the Revenue Pledge Agreements provide for the imposition of higher Mill Levies by the Residential Districts and lower Mill Levies for CAB Districts

with Commercial Property. The CAB Districts agree that the number of mills equal to the Mill Levies required to be imposed by each CAB District under its Revenue Pledge Agreement and the period during which each CAB District is required to impose its Mill Levies are intended to create, as much as is possible, an equitable tax burden on the taxpayers in each CAB District; *however*, the CAB Districts further acknowledge and agree that the benefits received by each of the CAB Districts and their respective current and future residents, occupants, taxpayers and property owners from the provision of the Public Improvements and the operations and maintenance thereof cannot be measured in exact terms and each CAB District's tax burden will not necessarily be equal in any year, or at all.

### **Section 2.05. Representations.**

(a) Each CAB District represents and warrants that it has reviewed the CABEA, has had ample opportunity to seek and obtain legal, accounting and other advice in connection therewith, and has voluntarily entered into the CABEA.

(b) Each CAB District represents and warrants that it has reviewed the applicable Revenue Pledge Agreement, has had ample opportunity to seek and obtain legal, accounting and other advice in connection therewith, and has voluntarily entered into the applicable Revenue Pledge Agreement.

## **ARTICLE III**

### **GENERAL PROVISIONS**

**Section 3.01. Integration.** This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the specific matters agreed to herein, and the parties hereto acknowledge that no oral or other agreements, understandings, representations or warranties exist with respect to this Agreement or the obligations of the parties hereto, except those specifically set forth herein.

**Section 3.02. Modification.** This Agreement may be supplemented, altered, amended, modified, terminated or revoked only by a written instrument signed by all the parties hereto.

**Section 3.03. Severability.** If any clause or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of this Agreement as a whole, and all other clauses or provisions shall be given full force and effect.

**Section 3.04. Assignment.** This Agreement may not be assigned without the express prior written consent of the parties hereto, and any attempt to assign this Agreement in violation hereof shall be null and void.

**Section 3.05. Authority.** By execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective party to the terms hereof.

**Section 3.06. Applicable Law.** This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State.

*[The remainder of this page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**THE AURORA HIGHLANDS  
METROPOLITAN DISTRICT NO. 1**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

**THE AURORA HIGHLANDS  
METROPOLITAN DISTRICT NO. 2**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

**THE AURORA HIGHLANDS  
METROPOLITAN DISTRICT NO. 3**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

*[Signature page 1 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]*

**ATEC METROPOLITAN DISTRICT  
NO. 1**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

**ATEC METROPOLITAN DISTRICT  
NO. 2**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

*[Signature page 2 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]*

**THE AEROTROPOLIS AREA  
COORDINATING METROPOLITAN  
DISTRICT**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

**ATTEST:**

\_\_\_\_\_  
Assistant Secretary

*[Signature page 3 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]*

**INDENTURE OF TRUST**

*BETWEEN*

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
IN THE CITY OF AURORA  
ADAMS COUNTY, COLORADO**

*AND*

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION  
SALT LAKE CITY, UTAH  
AS TRUSTEE**

*RELATING TO*

**SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021A<sup>(3)</sup>**

**IN THE AGGREGATE PRINCIPAL AMOUNT OF  
\$[A-BOND PAR]**

**DATED DECEMBER [22], 2021**



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**THIS INDENTURE OF TRUST** (this “Indenture”) is entered into on this [22nd] day of December, 2021, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado (the “Authority”), a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a banking institution authorized to accept and execute trusts of the character herein set out, having corporate trust offices in Salt Lake City, Utah, as trustee (the “Trustee”).

All capitalized terms used in and not otherwise defined in the recitals below shall have the respective meanings ascribed to such terms in Section 1.01 hereof.

### RECITALS

WHEREAS, the Authority is a public corporation and political subdivision of the State of Colorado (the “State”), duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); The Aurora Highlands Metropolitan District No. 1 (“District No. 1”); The Aurora Highlands Metropolitan District No. 2 (“District No. 2”); The Aurora Highlands Metropolitan District No. 3 (“District No. 3”) and ATEC Metropolitan District No. 2 (“ATEC No. 2”) (District No. 1, District No. 2, District No. 3 and ATEC No. 2 are referred to herein, collectively, as the “Financing Districts” and the Coordinating District and the Financing Districts are referred to herein, collectively, as the “Districts”) are quasi-municipal corporations and political subdivisions of the State duly organized and existing as a metropolitan district under the constitution and laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Coordinating District was organized by Order and Decree of the District Court for Adams County, Colorado (the “District Court”) issued on November 15, 2004 and recorded in the public records of the Clerk and Recorder of Adams County, Colorado (the “Official Public Records”), on December 7, 2004; District No. 1 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; District No. 2 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; District No. 3 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; and ATEC No. 2 was organized by Order and Decree of the District for Adams County, Colorado issued on November 15, 2019 and recorded in the real property records of Adams County, Colorado on November 19, 2019; and

WHEREAS, the Coordinating District petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing the Coordinating District’s name from Green Valley Ranch East Metropolitan District No. 1 to Aerotropolis Area Coordinating Metropolitan District; and

WHEREAS, District No. 1 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 1’s name from Green

Valley Ranch East Metropolitan District No. 2 to The Aurora Highlands Metropolitan District No. 1; and

WHEREAS, District No. 2 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 2's name from Green Valley Ranch East Metropolitan District No. 3 to The Aurora Highlands Metropolitan District No. 2; and

WHEREAS, District No. 3 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 3's name from Green Valley Ranch East Metropolitan District No. 4 to The Aurora Highlands Metropolitan District No. 3; and

WHEREAS, the Authority, the Districts and ATEC Metropolitan District No. 1 ("ATEC No. 1") have entered into that certain First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (as so amended and restated, the "CABEA"), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, among the Districts and ATEC No. 1, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority (the "Aurora Highlands Development"); and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, each District is authorized by the Special District Act to furnish certain public facilities and services, including, but not limited to street improvement, traffic and safety, water, sanitation, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with each District's respective Service Plan; and

WHEREAS, at special elections of the eligible electors of the Coordinating District, duly called and held on Tuesday, November 8, 2016 and Tuesday, November 7, 2017 (collectively, the "Coordinating District Elections"), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the Coordinating District Elections voted in favor of, *inter alia*, the issuance of indebtedness by the Coordinating District and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities, as more particularly set forth in the Coordinating District Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 1, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the "District No. 1 Election"), a majority of those qualified to vote and voting at the District No. 1 Election voted in favor of, *inter alia*, the issuance of District No. 1 indebtedness and the imposition

of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 1 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 2, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the “District No. 2 Election”), a majority of those qualified to vote and voting at the District No. 2 Election voted in favor of, *inter alia*, the issuance of District No. 2 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 2 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 3, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the “District No. 3 Election”), a majority of those qualified to vote and voting at the District No. 3 Election voted in favor of, *inter alia*, the issuance of District No. 3 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 3 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of the ATEC No. 2, duly called and held on Tuesday, November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 2 Election”), a majority of those qualified to vote and voting at the ATEC No. 2 Election voted in favor of, *inter alia*, the issuance of ATEC No. 2 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the ATEC No. 2 Revenue Pledge Agreement; and

WHEREAS, the returns of the Elections were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of each Election were certified by each District, respectively, by certified mail to the board of county commissioners of each county in which the respective District is located or to the governing body of a municipality that has adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., within 45 days after the election, and filed the same with the division of securities created by Section 11-51-701, C.R.S.; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including The Aurora Highlands Development (the “Public Improvements”), and to secure payment of the principal of and interest on such bonds with, *inter alia*, certain property tax revenues transferred to it by the Districts; and

WHEREAS, the Authority, the Districts and ATEC No. 1 have developed a long term financing plan to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials

and such other matters as may arise over an extended period of time (as so amended from time to time, the “Long Term Capital Improvements Plan”); and

WHEREAS, Aurora Highlands, LLC, a Nevada limited liability company (“Aurora Highlands LLC”), has an interest in property within The Aurora Highlands Development; and

WHEREAS, prior to the organization of the Authority, the Coordinating District coordinated the planning, design, and construction of the Public Improvements with respect to the Aurora Highlands Development; and

WHEREAS, for the purpose of financing the costs of Public Improvements with respect to the Aurora Highlands Development prior to the organization of the Authority, Aurora Highlands LLC previously entered into that certain First Amended and Restated Facilities Funding and Acquisition Agreement, dated as of August 23, 2018 (the “Facilities Funding Agreement”), with the Coordinating District, pursuant to which Aurora Highlands LLC is to advance certain funds to the Coordinating District for the purpose of financing the costs of certain Public Improvements, and/or Aurora Highlands LLC is to construct or caused to be constructed certain Public Improvements within or otherwise serving the residents, property owners and taxpayers of the Districts, which Public Improvements are to be acquired by the Coordinating District, all pursuant to the terms and conditions contained therein; and

WHEREAS, the Board of Directors of the Authority (the “Board”) previously determined that the respective interests of the Authority, the Districts and the public demanded the provision of the Public Improvements; and

WHEREAS, the Board previously determined that certain costs relating to the Public Improvements incurred by Aurora Highlands LLC under the Facilities Funding Agreement should be reimbursed by the Authority, on behalf of the Coordinating District and the other Financing Districts, and that the costs of Public Improvements constructed by or on behalf of Aurora Highlands LLC should be paid by the Authority, on behalf of the Coordinating District and the other Financing Districts, all subject to the terms and conditions of the Facilities Funding Agreement; and

WHEREAS, for the purpose of financing the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of Public Improvements with respect to the Aurora Highlands Development, including paying or reimbursing amounts due or to become due under the Facilities Funding Agreement, the Authority previously issued its Special Tax Revenue Draw Down Bonds, Series 2020A, in the total aggregate principal amount of up to \$165,159,327.00 (the “2020A Prior Bonds”); and

WHEREAS, the 2020A Prior Bonds were issued pursuant to the Indenture of Trust dated June 30, 2020 between Zions Bancorporation, National Association, as trustee thereunder (the “2020A Prior Bond Trustee”) and the Authority (the “2020A Prior Bond Indenture”); and

WHEREAS, concurrently with the issuance of the 2020A Prior Bonds, the Authority also issued its Subordinate Special Tax Revenue Draw Down Bonds, Series 2020B, in the aggregate principal amount of up to \$32,338,830.00 (the “2020B Prior Bonds”), for the purpose of financing costs of the design, planning, acquisition, construction, installation, relocation, redevelopment

and/or completion of Public Improvements with respect to the Aurora Highlands Development (including paying or reimbursing amounts due or to become due under the Facilities Funding Agreement) not financed by the 2020A Prior Bonds; and

WHEREAS, the 2020B Prior Bonds were issued pursuant to the Indenture of Trust dated June 30, 2020 between Zions Bancorporation, National Association, as trustee thereunder (the “2020B Prior Bond Trustee”) and the Authority, as amended and supplemented pursuant to the First Supplemental Indenture of Trust between such parties dated December 30, 2020 (as so amended and supplemented, the “2020B Prior Bond Indenture”); and

WHEREAS, all amounts under the Facilities Funding Agreement were fully paid from draws on the 2020A Prior Bonds and/or the 2020B Prior Bonds, and the parties thereto have determined that such agreement shall be terminated; and

WHEREAS, the 2020A Prior Bonds are subject to redemption prior to maturity, at the option of the Authority, on any date, as a whole or in integral multiples of \$1, upon payment of par, and accrued interest thereon, without redemption premium; and

WHEREAS, the 2020B Prior Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1, on any date, upon payment of par, and accrued interest thereon, without redemption premium; and

WHEREAS, Section 4.04(e) of the 2020A Prior Bond Indenture provides that the Authority may issue Additional Bonds (as defined therein) without the consent of the owners of the 2020A Prior Bonds to refund in whole the 2020A Prior Bonds and the 2020B Prior Bonds; provided, however, that Oxnard Financial, LLC, a Nevada limited liability company (“Oxnard”), shall have a right of first offer with respect to such Additional Bonds, as more particularly provided therein; and

WHEREAS, Oxnard has waived in writing all rights to exercise such right of first offer under the 2020A Prior Bond Indenture; and

WHEREAS, Section 4.04(e) of the 2020B Prior Bond Indenture provides that the Authority may issue Additional Bonds (as defined therein) without the consent of the owners of the 2020B Prior Bonds to refund in whole the 2020B Prior Bonds and the 2020A Prior Bonds; provided, however, that Oxnard shall have a right of first offer with respect to such Additional Bonds, as more particularly provided therein; and

WHEREAS, Oxnard has waived in writing all rights to exercise such right of first offer under the 2020A Prior Bond Indenture; and

WHEREAS, the 2020A Prior Bonds are currently outstanding in the aggregate principal amount of \$\_\_\_\_\_ and bear interest at the rate of 8.00% per annum; and

WHEREAS, the 2020B Prior Bonds are currently outstanding in the aggregate principal amount of \$\_\_\_\_\_ and bear interest at the rate of 9.00% per annum; and



WHEREAS, the Board has determined that it is in the best interests of the Authority, the Districts, their respective taxpayers, and the public, that the Authority enter into a refunding program at this time with respect to the 2020A Prior Bonds and 2020B Prior Bonds (collectively, the “Refunded Bonds”) for the purpose of, among other things, refinancing such obligations at lower interest rates; and

WHEREAS, in addition, the Board has further determined that it is in the best interests of the Authority, the Districts, their respective taxpayers, and the public, that the Authority finance the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of additional Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development, in furtherance of effectuating the Long Term Capital Improvements Plan (the “Project”); and

WHEREAS, the Board has determined that the Authority shall issue its Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, in the aggregate principal amount of \$[188,668,000] (the “Bonds”) for the purposes of refunding the Refunded Bonds and financing costs of the Project; and

WHEREAS, concurrently with the issuance of the Bonds, the Authority is issuing its Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, in the aggregate maximum principal amount of \$[23,000,000] (the “Series 2021B<sub>(3)</sub> Subordinate Bonds”) for the purpose of financing additional costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of additional Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development, not financed by the Refunded Bonds or the Bonds; and

WHEREAS, the Series 2021B<sub>(3)</sub> Subordinate Bonds shall be issued pursuant to a separate Indenture of Trust (as more particularly defined in Section 1.01 hereof, the “Series 2021B<sub>(3)</sub> Subordinate Bond Indenture”); and

WHEREAS, for the purpose of producing revenue and pledging such revenue to the Authority, the Financing Districts are, respectively, entering into Revenue Pledge Agreements pursuant to which the Financing Districts are to impose ad valorem property taxes and pledge the revenue derived therefrom to the Authority, all as more particularly provided in such Revenue Pledge Agreements; and

WHEREAS, the revenue pledged to the Authority under the Revenue Pledge Agreements is to be used by the Authority in the manner, for the purposes, at the times and in the amounts as determined by the Authority, in its sole discretion, subject, however, to applicable law and the provisions of the CABEA; and

WHEREAS, the Revenue Pledge Agreements contemplate the issuance by the Authority of CAB Obligations (as defined therein); and

WHEREAS, the Bonds constitute CAB Obligations within the meaning of the Revenue Pledge Agreements, and the Authority has determined to use certain revenue received by the Authority under the Revenue Pledge Agreements to secure and pay the Bonds, as more particularly provided in this Indenture; and

WHEREAS, the Bonds shall be special limited tax revenue obligations of the Authority, payable solely from and to the extent of the Pledged Revenue; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the CABEA, the Service Plans of the Districts, the Act; Title 11, Article 56, C.R.S.; and all other laws thereunto enabling; and

WHEREAS, pursuant to Section 11-56-104(1)(c), C.R.S., the portion of the Bonds being issued to refund the Refunded Bonds are being issued for the purpose of, among other things, reducing the net effective interest rate of the Refunded Bonds; and

WHEREAS, the Authority has duly authorized the execution and delivery of this Indenture to provide for the issuance of the Bonds; and

WHEREAS, all things necessary to make the Bonds, when executed by the Authority and authenticated and delivered by the Trustee hereunder, the valid obligations of the Authority, and to make this Indenture a valid agreement of the Authority, in accordance with their and its terms, have been done.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

The Authority, in consideration of the premises and of the mutual covenants herein contained, the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Owners thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium if any, and interest on the Bonds at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds, the Bond Resolution, and this Indenture, and to declare the terms and conditions upon and subject to which the Bonds are issued and secured, does hereby grant to the Trustee, and to its successors in trust, and to them and their assigns forever, the following (as more particularly defined hereafter, the "Trust Estate"):

**GRANTING CLAUSE FIRST:**

The Pledged Revenue, the Revenue Fund, the Project Fund, the Bond Fund, and all other moneys, securities, revenues, receipts, and funds from time to time held by the Trustee under the terms of this Indenture, subject to the provisions of Section 9.02 hereof, and a security interest therein; and

**GRANTING CLAUSE SECOND:**

All right, title, and interest of the Authority in and to the PILOT Covenant, the Authority Facilities Fee Resolution (but solely to the extent of the right, title and interest of the Authority in and to the Single-Family Residential Facilities Fees, as defined herein), the Revenue Pledge Agreements and any and all revenue of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, assigned, pledged, conveyed or transferred by

the Authority as and for additional security hereunder, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

THE TRUSTEE SHALL HOLD the Trust Estate for the benefit of the Owners from time to time of the Bonds, as their respective interests may appear; and the property granted herein is also granted for the equal benefit, of all present and future Owners of the Bonds as if all the Bonds had been executed and delivered simultaneously with the execution and delivery of this Indenture;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners of the Bonds issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise (except as herein expressly provided) of any of the Bonds over any other of the Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors, or assigns, shall well and truly pay, or cause to be paid, the principal of, premium if any, and interest on the Bonds at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof; or shall provide, as permitted hereby and in accordance herewith, for the payment thereof by depositing with the Trustee or placing in escrow and in trust the entire amount due or to become due thereon, or certain securities as herein permitted, and shall well and truly keep, perform, and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed, and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise this Indenture shall be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered, and all said moneys, securities, revenues, receipts, and funds hereby pledged and assigned are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Bonds as follows:

## ARTICLE I

### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

**Section 1.01. Definitions.** In this Indenture, except as otherwise expressly provided (including in the foregoing recitals) or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“*2020A Prior Bond Indenture*” means the Indenture of Trust dated June 30, 2020 between the 2020A Prior Bond Trustee and the Authority.

“*2020A Prior Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as the trustee under the 2020A Prior Bond Indenture.

“*2020A Prior Bonds*” means the Special Tax Revenue Draw Down Bonds, Series 2020A, issued in the total aggregate principal amount of up to \$165,159,327.00 by the Authority pursuant to the 2020A Prior Bond Indenture.

“*2020B Prior Bond Indenture*” means the Indenture of Trust dated June 30, 2020 between the 2020B Prior Bond Trustee and the Authority, as amended and supplemented pursuant to the First Supplemental Indenture of Trust between such parties dated December 30, 2020.

“*2020B Prior Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as the trustee under the 2020B Prior Bond Indenture.

“*2020B Prior Bonds*” means the Subordinate Special Tax Revenue Draw Down Bonds, Series 2020B, issued in the aggregate principal amount of up to \$32,338,830.00 by the Authority pursuant to the 2020B Prior Bond Indenture.

“*Act*” means Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as may be amended from time to time.

“*Additional Bonds*” means (a) all obligations of the Authority for borrowed money and reimbursement obligations, (b) all obligations of the Authority which are payable from or constitute a lien or encumbrance on the Pledged Revenue or any portion thereof, (c) all obligations of the Authority evidenced by bonds, debentures, notes, or other similar instruments, (d) all obligations of the Authority to pay the deferred purchase price of property or services, (e) all obligations of the Authority as lessee under leases which extend beyond the Authority’s then-current fiscal year, (f) certificates of participation, and (g) all obligations of others guaranteed by the Authority; provided that notwithstanding the foregoing, the term “Additional Bonds” does not include:

(i) obligations issued solely for the purpose of paying operations and maintenance costs of the Authority, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys for the payment therefor;

(ii) obligations issued for any purpose, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys therefor, except for certificates of participation;

(iii) obligations which are payable solely from the proceeds of Additional Bonds, when and if issued;

(iv) obligations payable solely from periodic, recurring service charges imposed by the Authority for the use of any Authority facility or service (but not including the Single-Family Residential Facilities Fees), which obligations do not constitute a debt or indebtedness of the Authority;

(v) obligations to reimburse any person in respect of surety bonds, financial guaranties, letters of credit, or similar credit enhancements (collectively, “Credit Enhancement(s)”) so long as (A) such Credit Enhancement is issued as security for any bonds, notes, or other obligations of the Authority permitted to be issued hereunder as provided in Section 4.04 hereof; (B) no reimbursement obligation under such Credit Enhancement exceeds the principal and/or interest actually paid on the bonds, notes, or other obligations secured thereby, and no reimbursement obligation arises unless and until such principal and/or interest is paid from a draw or other demand on such Credit Enhancement; and (C) such reimbursement obligations are payable from the same or fewer revenue sources, with the same or a subordinate lien priority, as the obligations secured by the Credit Enhancement(s); and

(vi) any operating leases, payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Authority.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 2) dated December \_\_\_\_, 2021 between ATEC No. 2 and the Authority.

“*ATEC No. 2 Election*” means the special election of the eligible electors of ATEC No. 2 held on November 5, 2019.

“*ATEC No. 2 Debt Service Revenues*” has the means assigned thereto in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Service Plan*” means the Service Plan for ATEC Metropolitan District Nos. 1 and 2, approved by the City of Aurora, Colorado on August 6, 2018, as may be amended and restated from time to time.

“*Aurora Highlands Development*” or “*The Aurora Highlands Development*” means real property located in the Service Area of the Authority and commonly known as The Aurora Highlands.

“*Aurora Highlands LLC*” means Aurora Highlands, LLC, a Nevada limited liability company and owner of certain real property in The Aurora Highlands Development, its successors and permitted assigns.

“*Authority*” means The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, and its successors and assigns.

“*Authority Accountant*” means (a) as of the date hereof, [Special District Management Services, Lakewood, Colorado], and (b) as of any other date, the firm or individual then serving as the accountant for the Authority.

“*Authority Facilities Fee Resolution*” means Resolution No. 2020-04-01 of the Board of Directors of The Aurora Highlands Community Authority Board Imposing Facilities Fees on Residential and Commercial Property adopted on April 16, 2020, as the same may be amended or supplemented from time to time.

“*Authority Representative*” means the Authority President or the person or persons at the time designated to act on behalf of the Authority by the Bond Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority by its President and attested by an Assistant Secretary, and any alternate or alternates designated as such therein.

“*Authorized Denominations*” means the amount of \$500,000 or any integral multiple of \$1,000 in excess thereof, provided that:

(a) no individual Bond of any series may be in an amount which exceeds the principal amount coming due on any maturity date for such series; and

(b) in the event a Bond is partially redeemed and the unredeemed portion is less than \$500,000, such unredeemed portion of such Bond may be issued in the largest possible denomination of less than \$500,000, in integral multiples of not less than \$1,000 each or any integral multiple thereof.

“*Beneficial Owner*” means any person for which a Participant acquires an interest in the Bonds.

“*Board*” means the Board of Directors of the Authority.

“*Bond Counsel*” means any firm of nationally recognized municipal bond attorneys selected by the Authority and experienced in the issuance of municipal bonds and the exclusion of the interest thereon from gross income for federal income tax purposes.

“*Bond Fund*” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, Bond Fund,” established by the provisions hereof for the purpose of paying the principal of, premium if any, and interest on the Bonds.

“*Bond Resolution*” means the resolution authorizing the issuance of the Bonds and the execution of this Indenture, certified by the Secretary or an Assistant Secretary of the Authority to have been duly adopted by the Authority and to be in full force and effect on the date of such certification, including any amendments or supplements made thereto.

“*Bond Year*” means the period commencing on December 2 of any calendar year through and including December 1 of the immediately succeeding calendar year, provided that the initial

Bond Year shall be the period commencing on the date of issuance of the Bonds through and including December 1, 2022.

“*Bonds*” means the Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, in the aggregate principal amount of \$[A-BOND PAR], issued by the Authority pursuant to this Indenture and the Bond Resolution.

“*Business Day*” means a day on which the Trustee or banks or trust companies in Salt Lake City, Utah, or in New York, New York, are not authorized or required to remain closed and on which the New York Stock Exchange is not closed.

“*CAB Obligations*” means the Bonds, the Series 2021A<sub>(3)</sub> Senior Bonds, and other bonds, loans, notes and other obligations issued by the Authority (a) for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Authority Board.

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement dated as of April 16, 2020 by and among the Authority, the Districts and ATEC No. 1.

“*Cede*” means Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

“*Certificate of Certified Public Accountant*” means a certificate of a Certified Public Accountant (which may be the District’s accountant) setting forth the respective amounts necessary to fully redeem, pay and cancel the Refunded Bonds on the Refunded Bonds Redemption Date and verifying the accuracy of the computations underlying each such amount.

“*Certified Public Accountant*” means a certified public accountant within the meaning of Section 12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

“*City*” means the City of Aurora, Colorado.

“*City Council*” means the City Council of the City, being the governing body thereof.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

“*Colorado Governmental Immunity Act*” means Title 24, Article 10, Part 1, C.R.S.

“*Consent Party*” means the Owner of a Bond or, if such Bond is held in the name of Cede, the Participant (as determined by a list provided by DTC) with respect to such Bond. The Authority may at its option determine whether the Owner or the Participant is the Consent Party with respect to any particular amendment or other matter hereunder.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Coordinating District Election*” means, collectively, the special election of the eligible electors of the Coordinating District held on November 8, 2016 and November 7, 2017.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement (Coordinating District), dated as of the date of issuance of the Bonds, between the Coordinating District and the Authority.

“*Coordinating District Debt Service Revenues*” has the meaning assigned to such term in the Coordinating District Revenue Pledge Agreement.

“*Coordinating District Service Plan*” means the First Amended and Restated Service Plan for the Aerotropolis Area Coordinating Metropolitan District approved by the City Council of the City of Aurora, Colorado on October 16, 2017.

“*Costs of Issuance Fund*” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, Costs of Issuance Fund,” established by the provisions hereof for the purpose of paying the costs of issuance of the Bonds and the Series 2021B<sub>(3)</sub> Subordinate Bonds.

“*Counsel*” means a person, or firm of which such a person is a member, authorized in any state to practice law.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*Depository*” means any securities depository as the Authority may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado.

“*District No. 1 Election*” means the special election of the eligible electors of District No. 1 held on November 8, 2016.

“*District No. 1 Debt Service Revenues*” has the meaning assigned to such term in the District No. 1 Revenue Pledge Agreement.

“*District No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 1) dated December \_\_\_, 2021 between District No. 1 and the Authority.

“*District No. 1 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended or restated from time to time.



“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado.

“*District No. 2 Election*” means the special election of the eligible electors of District No. 2 held on November 8, 2016.

“*District No. 2 Debt Service Revenues*” has the meaning assigned to such term in the District No. 2 Revenue Pledge Agreement.

“*District No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 2) dated December \_\_\_, 2021 between District No. 2 and the Authority.

“*District No. 2 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended or restated from time to time.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado.

“*District No. 3 Election*” means the special election of the eligible electors of District No. 3 held on November 8, 2016.

“*District No. 3 Debt Service Revenues*” has the meaning assigned to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 3) dated December \_\_\_, 2021 between District No. 3 and the Authority.

“*District No. 3 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as may be amended and restated from time to time.

“*Districts*” means, collectively, the Financing Districts and the Coordinating District (without regard to whether it constitutes a Financing District).

“*DTC*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns. References herein to DTC shall include any nominee of DTC in whose name any Bonds are then registered.

“*Effective Interest Rate*” means, as of any date of calculation and with respect to any obligations for which the Effective Interest Rate is to be calculated hereunder, the total remaining Interest Cost for such obligations divided by the sum of the products derived by multiplying the remaining principal amount of each such obligation maturing on each maturity date by the number of years from the date of calculation to their respective maturities. In all cases, Effective Interest Rate shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations, but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory

sinking fund redemption amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date for purposes of this definition.

“*Election*” means any one of the Elections, as the context requires.

“*Elections*” means, collectively, (a) the Coordinating District Elections; (b) the District No. 1 Election; (c) the District No. 2 Election; (d) the District No. 3 Election; and (e) the ATEC No. 2 Election.

“*Event of Default*” means any one or more of the events set forth in Section 8.01 hereof.

“*Facilities Funding Agreement*” means the First Amended and Restated Facilities Funding and Acquisition Agreement, dated as of August 23, 2018, between Aurora Highlands LLC and the Coordinating District, which is to be terminated by the parties thereto prior to issuance of the Bonds.

“*Federal Securities*” means direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Financing Districts*” means, collectively: (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) ATEC No. 2; and (e) if and when the Coordinating District is required to include property within its boundaries in accordance with the CABEA and impose its mill levies in accordance with the Coordinating District Revenue Pledge Agreement, the Coordinating District.

“*Final Maturity Date*” means December 1, 2051, being the final maturity date of the Bonds.

“*GAAP*” means generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board.

“*Indenture*” means this Indenture of Trust as originally executed or as it may from time to time be supplemented or amended by one or more amendments or indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

“*Interest Cost*” means, with respect to any relevant obligation or obligations, the total amount of interest to accrue on such obligations (including compounded interest) from the date of calculation to their respective maturities. In all cases Interest Cost shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations, but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory sinking fund redemption amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), for purposes of this definition, 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date,

and no interest shall be assumed to be paid prior to such final stated maturity date (rather, interest shall assume to accrue and compound to such final stated maturity date in accordance with the applicable documents authorizing such obligation).

“*Interest Payment Date*” means December 1 of each year, commencing December 1, 2022 and continuing for so long as the Bonds are Outstanding.

“*Last Residential District*” means the Residential District which is the last of the Residential Districts to impose its debt service mill levy as determined in accordance with the respective obligations of each Residential District under its respective Revenue Pledge Agreement.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority, the Districts and ATEC No. 1 to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates, with the prior approval of the Authority, updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“*Mandatory Redemption Date*” has the meaning set forth in Section 3.06(c) hereof.

“*Official Public Records*” means the public records of the Clerk and Recorder of Adams County, Colorado.

“*Outstanding or Outstanding Bonds*” means, as of any particular time, all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation because of payment at maturity or prior redemption;

(b) Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been theretofore deposited with the Trustee, or Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been placed in escrow and in trust; and

(c) Bonds in lieu of which other Bonds have been authenticated and delivered pursuant to Section 2.06 or Section 2.09 hereof.

“*Owner(s) or Owner(s) of Bonds*” means the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Trustee.

“*Oxnard*” means Oxnard Financial, LLC, a Nevada limited liability company.

“*Participants*” means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

“*Permitted Investments*” means any investment or deposit the Authority is permitted to make under then applicable law.

“*Permitted Refunding Bonds*” means Senior Bonds issued for refunding or refinancing purposes, so long as each of the following conditions are met:

(a) Such refunding obligations are issued solely for the purpose of refunding a portion of the Bonds and paying costs in connection therewith, which costs may include amounts sufficient to pay all expenses in connection with such refunding or refinancing, to fund reserve funds and similar funds, and to pay the costs of letters of credit, credit facilities, interest rate exchange agreements, bond insurance, or other financial products pertaining to such refunding or refinancing.

(b) Such refunding obligations do not increase the District’s scheduled debt service in *any* year from the scheduled debt service in effect prior to the issuance of such refunding obligations. For purposes of the foregoing, obligations issued for refunding a portion of the Bonds which have any scheduled payment dates in any year which is after the Final Maturity Date of the Bonds shall be deemed to increase the District’s debt service in any year.

(c) Such refunding obligations have an Effective Interest Rate which is at least 25 basis points less than the Effective Interest Rate on the Bonds (calculated without giving effect to the refunding of the refunded obligations).

(d) Such refunding obligations are payable on the same day or days of the calendar year as the Bonds being refunded and are not subject to acceleration.

(e) The ad valorem mill levy pledged to the payment of the refunding obligations is not higher than and is subject to the same deductions and adjustments as the ad valorem mill levy pledged to the payment of the Bonds being refunded.

(f) The remedies for defaults under such refunding obligations are substantially the same as the remedies applicable to the Bonds being refunded.

“*PILOT*” means the payment in lieu of taxes imposed pursuant to the PILOT Covenant.

[“*PILOT Covenant*” means certain Declaration of Payment in Lieu of Taxes made as of June 29, 2020 by Green Valley East, LLC, a Colorado limited liability company, GVRE 470 LLC, a Colorado limited liability company, GVR King LLC, a Colorado limited liability company, SJSA Investments, LLC, a Nevada limited liability company, GVR King Commercial, LLC, a Colorado limited liability company, Aurora Highlands, LLC, a Nevada limited liability company, Aurora Highlands Holdings, LLC, a Colorado limited liability company, Aurora Tech Center Holdings, LLC, a Colorado limited liability company, and Aurora Tech Center Development, LLC, a Colorado limited liability company and recorded on June 30, 2020, at Reception No. 2020000059148 in the Adams County records, [as amended pursuant to \_\_\_\_\_], providing for a payment in lieu of taxes charged against certain real and personal property described therein, which real and personal property has been deemed by the County Assessor to be exempt from payment of ad valorem taxes, all as set forth in the PILOT Covenant.]

“*PILOT Revenues*” means all revenue derived from the imposition and collection of the PILOT in accordance with the PILOT Covenant.

“*Pledged Revenue*” means, collectively, all of the following:

- (a) the District No. 1 Debt Service Revenues;
- (b) the District No. 2 Debt Service Revenues;
- (c) the District No. 3 Debt Service Revenues;
- (d) the ATEC No. 2 Debt Service Revenues;
- (e) the Coordinating District Debt Service Revenues;
- (f) the Single-Family Residential Facilities Fees; and
- (g) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

“*Project*” means the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development, in furtherance of effectuating the Long Term Capital Improvements Plan.

“*Project Costs*” means the Authority’s costs properly attributable to the Project or any part thereof, subject to the provisions of the Tax Compliance Certificate, including, without limitation, reimbursement or payment of such costs in accordance with any funding and advance agreement (or other similar agreements):

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;
- (d) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (e) the costs, fees, and expenses of printers, engineers, architects, construction management, financial consultants, accountants, legal advisors, or other agents or employees;
- (f) the costs of publishing, reproducing, posting, mailing, or recording documents;

- (g) the costs of contingencies or reserves;
- (h) the costs of issuing the Bonds and the Series 2021B<sub>(3)</sub> Subordinate Bonds;
- (i) the costs of amending this Indenture, the Bond Resolution, the Series 2021B<sub>(3)</sub> Subordinate Bond Indenture, or any other instrument relating to the Bonds, the Series 2021B<sub>(3)</sub> Subordinate Bonds or the Project;
- (j) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- (k) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- (l) the costs of demolition, removal, and relocation;
- (m) the costs of organizing the Authority, to the extent deemed capital expenditures under GAAP; and
- (n) all other lawful costs as determined by the Board.

“*Project Fund*” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, Project Fund,” established by the provisions hereof for the purpose of paying Project Costs.

“*Public Improvements*” means the public infrastructure improvements serving and supporting the development of real property in the Service Area of the Authority, including The Aurora Highlands Development.

“*Record Date*” means the fifteenth (15th) day of the calendar month immediately preceding each Interest Payment Date.

“*Refunded Bonds*” means, collectively, the 2020A Prior Bonds and the 2020B Prior Bonds, which obligations are being refunded, on a current basis, with a portion of the proceeds of the Bonds.

“*Refunded Bonds Indenture*” or “*Refunded Bonds Indentures*” has the following meanings: (a) in the singular tense, such term means the 2020A Prior Bond Indenture or the 2020B Prior Bond Indenture, as the context requires, and (b) in the plural tense, such term means, collectively, the 2020A Prior Bond Indenture and the 2020B Prior Bond Indenture.

“*Refunded Bonds Redemption Date*” means the date of issuance of the Bonds.

“*Refunded Bonds Redemption Price*” means the respective amounts necessary to fully redeem, pay and cancel the Refunded Bonds on the Refunded Bonds Redemption Date as set forth in a Certificate of Certified Public Accountant.

“*Refunded Bonds Trustee*” means the 2020A Prior Bond Trustee and/or the 2020B Prior Bond Trustee, as the context requires.

“*Residential District*” or “*Residential Districts*” means (a) in the singular tense, one of District No. 1, District No. 2 or District No. 3; and (b) in the plural tense, means all of District No. 1, District No. 2 and District No. 3, collectively.

“*Revenue Fund*” means a special fund of the Authority designated as the “The Aurora Highlands Community Authority Board Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, Revenue Fund,” created by the provisions hereof for the purposes set forth herein.

“*Revenue Pledge Agreements*” means, collectively, (a) the District No. 1 Revenue Pledge Agreement; (b) the District No. 2 Revenue Pledge Agreement; (c) the District No. 3 Revenue Pledge Agreement; (d) the ATEC No. 2 Revenue Pledge Agreement; and (e) the Coordinating District Revenue Pledge Agreement.

“*Senior Bonds*” means the Bonds and any Additional Bonds having a lien upon the Pledged Revenue or any part thereof on parity with the lien thereon of the Bonds (and superior to the lien of all Subordinate Bonds), payable in whole or in part from moneys described in clause SECOND of Section 3.05(b) hereof. For purposes of this definition, Additional Bonds having a lien upon the Authority’s ad valorem tax revenues shall be considered obligations having a lien upon the Pledged Revenue or any part thereof. Any additional Senior Bonds hereafter issued shall be issued only in accordance with the provisions of Section 4.04(c) hereof, and may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the Authority.

“*Senior Debt to Assessed Ratio*” means, as of any date of calculation, the ratio derived by dividing (a) the sum of the principal amount of all Senior Bonds then outstanding (or, if any such Senior Bonds constitute capital appreciation bonds, the then current accreted value of such Senior Bonds) and the additional Senior Bonds then proposed to be issued, by (b) the sum of the assessed valuation of all of the Financing Districts, as such assessed valuation is certified from time to time by the appropriate county assessor.

“*Series 2021B<sub>(3)</sub> Subordinate Bond Indenture*” means that certain Indenture of Trust dated as of the date of issuance of the Series 2021B<sub>(3)</sub> Subordinate Bonds between the Authority and the Series 2021B<sub>(3)</sub> Subordinate Bond Trustee pursuant to which the Series 2021B<sub>(3)</sub> Subordinate Bonds are issued.

“*Series 2021B<sub>(3)</sub> Subordinate Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as trustee, paying agent and registrar under the Series 2021B<sub>(3)</sub> Subordinate Bond Indenture.

“*Series 2021B<sub>(3)</sub> Subordinate Bonds*” means the Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, issued by the Authority in the aggregate maximum principal amount of \$[23,000,000] pursuant to the Series 2021B<sub>(3)</sub> Subordinate Bond Indenture.

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Service Plans*” means, collectively, the Coordinating District Service Plan, the District No. 1 Service Plan, the District No. 2 Service Plan, the District No. 3 Service Plan and the ATEC No. 2 Service Plan.

“*Single-Family Residential Facilities Fees*” means the Single-Family Residential Facilities Fees imposed and collected by the Authority pursuant to the Authority Facilities Fee Resolution in the amount and rate in effect as of the date of this Indenture. *For avoidance of doubt*, (i) no other facilities fees imposed by the Authority Facilities Fee Resolution shall constitute Pledged Revenue, and (ii) no revenue derived from an increase after the date of this Indenture in the amount or rate of the Single-Family Residential Facilities Fee shall constitute Pledged Revenue.

“*Special District Act*” means Title 32, Article 1, C.R.S.

“*Special Record Date*” means the record date for determining Bond ownership for purposes of Section 2.01(e) hereof, as such date may be determined by the Trustee.

“*State*” means the State of Colorado.

“*Subordinate Bond Documents*” means (a) the Series 2021B<sub>(3)</sub> Subordinate Bond Indenture and (b) any other indenture, resolution, loan agreement, custodial agreement, paying agent agreement or other instrument(s) pursuant to which Subordinate Bonds are issued and governed.

“*Subordinate Bonds*” means the Series 2021B<sub>(3)</sub> Subordinate Bonds and any Additional Bonds issued hereafter having a lien upon the Pledged Revenue or any part thereof junior and subordinate to the lien thereon of the Bonds (and any other Senior Bonds), payable only after the date on which no Bond is Outstanding under this Indenture (and subject to any additional limitations imposed by any instrument pursuant to which additional Senior Bonds are issued). For purposes of this definition, Additional Bonds having a lien upon the Authority’s ad valorem tax revenues shall be considered obligations having a lien upon the Pledged Revenue or any part thereof. Any Subordinate Bonds hereafter issued shall be issued only in accordance with the provisions of Section 4.04(d) hereof, and may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the Authority.

“*Supplemental Act*” means the “Supplemental Public Securities Act,” being Title 11, Article 57, Part 2, C.R.S.

“*Tax Certificate*” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code.

“*Termination Date*” means December 2 of the year that is the fiftieth (50<sup>th</sup>) year after the year in which the Last Residential District first imposed its debt service mill levy, being the date on which no further payments will be due on the Bonds, regardless of the amount of principal and interest paid prior to that date, as more particularly provided in Section 7.03 hereof.

“*Trust Estate*” means the moneys, securities, revenues, receipts, and funds transferred, pledged, and assigned to the Trustee pursuant to the Granting Clauses hereof.



“*Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as trustee hereunder, or any successor trustee, appointed, qualified, and acting as trustee, paying agent, and bond registrar under the provisions of this Indenture.

“*Trustee Fees*” means the amount of the fees and expenses of the Trustee charged or incurred in connection with the performance of its ordinary services and duties rendered hereunder (and under any other indenture entered into by the Authority in connection with the issuance of additional indebtedness), as the same become due and payable as described in Section 9.02(a) hereof, but not in excess of \$\_\_\_\_\_ annually for each series of Senior Bonds and \$\_\_\_\_\_ annually for each series of Subordinate Bonds, *provided, however*, that this definition does not include expenses incurred by the Trustee in connection with the performance of extraordinary services and duties as described in Section 9.02(b) hereof, which expenses shall be payable by the Authority in accordance with the provisions of such Section 9.02(b) hereof or the applicable provisions of any other indenture.

“*Underwriter*” means D.A. Davidson & Co., of Denver, Colorado.

**Section 1.02. Interpretation.** In this Indenture, unless the context otherwise requires:

- (a) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar term, refer to this Indenture as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders; words importing the singular number include the plural number and vice versa; and the word “person” or similar term includes, but is not limited to, natural persons, firms, associations, corporations, partnerships, and public bodies;
- (c) the captions or headings of this Indenture, and the table of contents appended to copies hereof, are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Indenture;
- (d) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and
- (e) all exhibits referred to herein are incorporated herein by reference.

**Section 1.03. Computations.** Unless the facts shall then be otherwise, all computations required for the purposes of this Indenture shall be made on the assumption that: (a) the principal of and interest on all Bonds shall be paid as and when the same become due as therein and herein provided; and (b) all credits required by this Indenture to be made to any fund shall be made in the amounts and at the times required.

**Section 1.04. Exclusion of Bonds Held By The Authority.** In determining whether the Consent Parties with respect to the requisite principal amount of the Outstanding Bonds have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Bonds for

which the Authority is the Consent Party or the entity entitled to direct the actions of the Consent Party shall be disregarded and deemed not to be Outstanding.

### **Section 1.05. Certificates and Opinions.**

(a) Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (i) a statement that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether the covenant or condition has been complied with; (iv) a statement as to whether, in the opinion of such person, the condition or covenant has been complied with; and (v) an identification of any certificate or opinion relied on in such certificate or opinion.

(b) Any opinion of Counsel may be qualified by reference to the constitutional powers of the United States of America, the police and sovereign powers of the State, judicial discretion, bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights or municipal corporations or similar matters.

(c) In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

(d) Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(e) When any person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated to form one instrument.

### **Section 1.06. Acts of Consent Parties.**

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Consent Parties may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Consent Party in person or by agent duly appointed in writing; and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, the Authority. Proof of execution of any such instrument or of a writing appointing any such agent made in the manner set forth in paragraph (b) hereof shall be sufficient for any purpose of this Indenture and (subject to Section 9.01 hereof) conclusive in favor of the Trustee and the Authority.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(c) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by the Consent Parties with respect to a specified percentage or portion of the Outstanding Bonds shall be conclusive and binding upon all present and future Owners and Consent Parties if the Consent Parties with respect to the specified percentage or portion of the Outstanding Bonds take such action in accordance herewith; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder. In addition, any request, demand, authorization, direction, notice, consent, waiver, or other action by any Consent Party (notwithstanding whether such action was also taken by any other Owner or Consent Party) shall bind the Owner and the Consent Party, and the Owner of and Consent Party with respect to every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder.

**Section 1.07. Notices for Bonds Held by a Depository.** Notwithstanding the provisions hereof which provide for notices to Owners by mail, so long as the Bonds are held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

**Section 1.08. Indenture to Constitute Contract.** This Indenture shall constitute a contract among the Authority, the Trustee, and the Owners, and shall remain in full force and effect until the Bonds are no longer Outstanding hereunder.

## ARTICLE II

### THE BONDS

**Section 2.01. Authorization and Terms of Bonds; Termination Date.**

(a) In accordance with the Constitution of the State; the Act; Title 11, Article 56, C.R.S.; the Supplemental Act; and all other laws of the State thereunto enabling, there shall be issued the Bonds for the purposes hereinafter stated. The aggregate principal amount of the Bonds that may be authenticated and delivered under this Indenture is limited to and shall not exceed \$[A-BOND PAR], except as provided in Section 2.06 and Section 2.09 hereof.

(b) The Bonds constitute CAB Obligations within the meaning of the Revenue Pledge Agreements.

(c) The Bonds shall be issued only as fully registered Bonds, without coupons, in Authorized Denominations. Unless the Authority directs otherwise, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by “RA-.”

(d) The Bonds shall be issued as a single term bond, be dated as of the date of issuance, and bear interest at the rate per annum set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable to the extent of Pledged Revenue available therefor on December 1 of each year, commencing December 1, 2022, and shall mature on December 1 in the year and amount set forth below:

<b>Maturity (December 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
2051	\$[A-BOND PAR]	%

(e) Pursuant to the limitations of the Elections, the maximum interest rate authorized for this issue of Bonds is 18.00% per annum, and the actual interest rate of the Bonds does not exceed such maximum rate. In addition, the maximum repayment cost of the Bonds does not exceed the limitations of the Election and the maximum annual debt service on the Bonds does not exceed the maximum annual tax increases authorized by the Election.

(f) The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to

each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

(g) Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee, provided that the Authority shall not incur any expenses in connection with such alternative means of payment.

(h) **Notwithstanding anything herein to the contrary, all of the Bonds and interest thereon shall be deemed paid, satisfied, and discharged on the Termination Date, regardless of the amount of principal and interest paid prior to the Termination Date, as more particularly provided in Section 7.03 hereof.** The foregoing shall not relieve the Authority of its obligation to use its commercially reasonable best efforts to cause each of the Financing Districts to honor their respective obligations to impose debt service mill levies and otherwise perform their obligations in accordance with their respective Revenue Pledge Agreements, and to apply the Pledged Revenue in the manner required by this Indenture on and prior to the Termination Date.

(i) Subject to the provisions of Sections 2.01(h) and 7.03 hereof with respect to the discharge of all Bonds on the Termination Date, to the extent principal of any Bond is not paid on or prior to the maturity date of such Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by the Bond, and to the extent interest on any Bond is not paid when due, such interest shall compound annually on each Interest Payment Date, at the rate then borne by the Bond; provided however, that notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer Outstanding upon the payment by the Authority of such amount.

(j) Subject to the provisions of this Indenture, the Bonds shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, and insertions as may be required by the circumstances, be required or permitted by this Indenture, or be consistent with this Indenture and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. The Authority may cause a copy of the text of the opinion of Bond Counsel to be printed on the Bonds. Pursuant to the recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Bonds. The Bonds may bear such other endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

**Section 2.02. Purpose of Issuance of Bonds.** The Bonds are being issued for the purpose of: (a) paying or reimbursing Project Costs and (b) paying costs incurred in connection with the issuance of the Bonds. The underwriting discount allocable to the Bonds will also be paid from

the proceeds thereof. The Owners of the Bonds shall not be responsible for the application or disposal by the Authority or any of its officers of the funds derived from the sale thereof.

**Section 2.03. Trustee as Paying Agent and Bond Registrar.**

(a) The Trustee shall perform the functions of paying agent and authenticating registrar with respect to the Bonds. The Trustee shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions hereof. The Authority shall cause the Underwriter to provide the Trustee with an initial registry of the Owners within a reasonable time prior to delivery of the Bonds. The Authority shall be permitted to review the registration books at any time during the regular business hours of the Trustee and, upon written request to the Trustee, shall be provided a copy of the list of Owners of the Bonds. Upon the termination of this Indenture, the Trustee shall promptly return such registration books to the Authority.

(b) The Trustee shall make payments of principal and interest on the Bonds on each date established herein for payment thereof, in the manner and from the sources set forth herein.

(c) The Trustee will register, exchange, or transfer (collectively “transfer”) the Bonds in the manner provided herein. The Trustee reserves the right to refuse to transfer any Bond until it is satisfied that the endorsement on the Bond is valid and genuine, and for that purpose it may require a guarantee of signature by a firm having membership in the Midwest, New York, or American Stock Exchange, or by a bank or trust company or firm approved by it. The Trustee also reserves the right to refuse to transfer any Bond until it is satisfied that the requested transfer is legally authorized, and it shall incur no liability for any refusal in good faith to make a transfer which it, in its judgment, deems improper or unauthorized.

(d) In the event the Authority receives any notice or order which limits or prohibits dealing in the Bonds, it will immediately notify the Trustee of such notice or order and give a copy thereof to the Trustee.

(e) In any circumstances concerning the payment or registration of the Bonds not covered specifically by this Indenture, the Trustee shall act in accordance with federal and state banking laws and its normal procedures in such matters.

**Section 2.04. Execution of Bonds; Signatures.** The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or facsimile of its corporate seal, and attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority. In case any officer who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bonds have been authenticated by the Trustee or delivered or sold, such Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee and delivered, and may be sold by the Authority, as though the person or persons who signed such Bonds had remained in office.

**Section 2.05. Persons Treated as Owners.** The Authority and the Trustee may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment

thereof or on account thereof and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Trustee shall be affected by notice to the contrary.

**Section 2.06. Lost, Stolen, Destroyed, or Mutilated Bonds.** Any Bond that is lost, stolen, destroyed, or mutilated may be replaced (or paid if the Bond has matured or come due by reason of prior redemption) by the Trustee in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Trustee. In the event any such lost, stolen, destroyed, or mutilated Bond shall have become due for payment, instead of issuing a replacement Bond as provided above, the Trustee may pay the same, and may charge the Owner the reasonable fees and expenses of the Trustee in connection therewith.

**Section 2.07. Delivery of Bonds.** Upon the execution and delivery of this Indenture, the Authority shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or for the account of the purchasers thereof, as directed by the Authority and in accordance with a written certificate of the Authority.

**Section 2.08. Trustee's Authentication Certificate.** The Trustee's certificate of authentication upon the Bonds shall be substantially in the form and tenor set forth in Exhibit A attached hereto. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit hereunder unless and until a certificate of authentication on such Bond substantially in such form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

**Section 2.09. Registration, Exchange, and Transfer of Bonds.**

(a) The Trustee shall act as bond registrar and maintain the books of the Authority for the registration of ownership of each Bond as provided herein.

(b) Bonds may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books. In all cases of the transfer of a Bond, the Trustee shall enter the transfer of ownership in the registration books, and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same

maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions hereof.

(c) The Trustee shall charge the Owner of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(d) The Authority and Trustee shall not be required to issue or transfer any Bonds: (i) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing Interest Payment Date, or (ii) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

(e) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

**Section 2.10. Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture and upon payment of the principal amount, premium if any, and interest due thereon, or whenever any Outstanding Bond shall be delivered to the Trustee for transfer pursuant to the provisions hereof, such Bond shall be cancelled by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

**Section 2.11. Non-presentment of Bonds.** In the event any Bonds, or portions thereof, shall not be presented for payment when the principal thereof becomes due, either at maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof, including accrued interest thereon, shall have been deposited into the Bond Fund or otherwise made available to the Trustee for deposit therein, then on and after the date said principal becomes due, all interest thereon shall cease to accrue and all liability of the Authority to the Owner or Owners thereof for the payment of such Bonds, shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds in a separate trust account for the benefit of the Owner or Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Indenture with respect to said Bond or on, or with respect to, this Indenture. Such moneys shall not be required to be invested during such period by the Trustee. If any Bond shall not be presented for payment within the period of three years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the Authority the funds theretofore held by it for payment of such Bond and payment of such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority. The obligations of the Trustee under this Section shall be subject, however, to any law



applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

### **Section 2.12. Book-Entry System.**

(a) The Bonds shall be initially issued in the form of single, certificated, fully registered Bonds for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede.

(b) With respect to Bonds registered in the name of Cede or held by a Depository, neither the Authority nor the Trustee shall have any responsibility or obligation to any Participant or Beneficial Owner including, without limitation, any responsibility or obligation with respect to: (i) the accuracy of the records of the Depository or any Participant concerning any ownership interest in the Bonds; (ii) the delivery to any Participant, Beneficial Owner, or person other than the Owner, of any notice concerning the Bonds, including notice of redemption; or (iii) the payment to any Participant, Beneficial Owner, or person other than the Owner, of the principal of, premium if any, and interest on the Bonds. The Authority and the Trustee may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of payment of the principal of, premium if any, and interest on such Bond, for purposes of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium if any, and interest on or in connection with the Bonds only to or upon the order of the Owners, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the payment of the same. No person, other than an Owner, shall receive a certificated Bond evidencing the obligations of the Authority pursuant to this Indenture.

(c) DTC may determine to discontinue providing its service as Depository with respect to the Bonds at any time by giving notice to the Authority and discharging its responsibilities with respect thereto under applicable law. Upon the termination of the services of DTC, a substitute Depository which is willing and able to undertake the system of book-entry transfers upon reasonable and customary terms may be engaged by the Authority or, if the Authority determines in its sole and absolute discretion that it is in the best interests of the Beneficial Owners or the Authority that the Beneficial Owners should be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the name of Cede or other nominee of a Depository but shall be registered in whatever name or names the Beneficial Owners shall designate at that time, and fully registered Bond certificates shall be delivered to the Beneficial Owners.

## **ARTICLE III**

### **REVENUES AND FUNDS**

**Section 3.01. Source of Payment of Bonds.** The Bonds shall constitute special limited tax revenue obligations of the Authority. All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable solely from and to the extent of the

Pledged Revenue, including all moneys and earnings thereon held in the funds and accounts created hereunder, and the Pledged Revenue is hereby pledged to the payment of the Bonds. The Bonds shall constitute an irrevocable lien upon the Pledged Revenue and the moneys and earnings thereon held in the funds and accounts herein created, but not necessarily an exclusive such lien.

**Section 3.02. Creation of Funds and Accounts.** There are hereby created the following funds and accounts, which shall be established, held and maintained by the Trustee in accordance with the provisions of this Indenture:

- (a) the Revenue Fund;
- (b) the Project Fund;
- (c) the Bond Fund; and
- (d) the Costs of Issuance Fund.

**Section 3.03. Initial Credits.** Immediately upon issuance of the Bonds and from the proceeds thereof, the Trustee shall credit the amount of \$\_\_\_\_\_ (being the par amount of the Bonds of \$[A-BOND PAR].00, less the Underwriter's discount of \$\_\_\_\_\_) as follows:

- (a) To the Refunded Bonds Trustee, the amount of \$\_\_\_\_\_, representing the Refunded Bonds Redemption Price, for application to the redemption, payment and cancellation of the Refunded Bonds in accordance with the Refunded Bonds Indentures;
- (b) to the Project Fund, the amount of \$\_\_\_\_\_; and
- (c) to the Costs of Issuance Fund, the amount of \$\_\_\_\_\_.

**Section 3.04. Project Fund.**

(a) ***In General.*** The Project Fund shall be maintained by the Trustee in accordance with the terms of this Section 3.04. Upon issuance of the Bonds, a portion of the proceeds thereof shall be credited to the Project Fund in the amount set forth in Section 3.03(a) hereof.

(b) ***Draws from Project Fund.*** So long as no Event of Default shall have occurred and be continuing, amounts in the Project Fund shall be disbursed by the Trustee to the Authority in accordance with requisitions submitted to the Trustee in substantially the form set forth in Exhibit B hereto signed by (i) the Authority Representative (or the President of the Authority) and (ii) the Authority Accountant, certifying that all amounts drawn will be applied to the payment of Project Costs (each, a "Project Fund Requisition"). The Trustee may rely conclusively on any such Project Fund Requisition as to the information and certifications contained therein and shall not be required to make any independent investigation in connection therewith. The execution of any Project Fund Requisition by the Authority Representative (or the President of the Authority) and the

Authority Accountant shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

(c) ***Events of Default.*** Upon the occurrence and continuance of an Event of Default, the Trustee will cease disbursing moneys from the Project Fund, and instead shall apply such moneys in the manner provided in Article VIII hereof.

(d) ***Disposition of Unused Moneys.*** Upon the receipt by the Trustee of a resolution of the Authority determining that all Project Costs have been paid, or that the funds in the Project Fund exceed the amount necessary to pay all Project Costs which the Authority has determined to pay, any balance remaining in the Project Fund shall be credited to the Bond Fund.

(e) ***Termination of Project Fund.*** The Project Fund shall terminate at such time as no moneys remain therein.

### **Section 3.05. Revenue Fund; Flow of Funds.**

(a) ***Transfer of Pledged Revenue; Credit to Revenue Fund.*** The Authority shall transfer or cause to be transferred all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, but in no event later than the fifteenth (15<sup>th</sup>) day of the calendar month immediately succeeding the calendar month in which such Pledged Revenue is received by the Authority. **IN NO EVENT IS THE DISTRICT PERMITTED TO WITHHOLD ANY PORTION OF THE PLEDGED REVENUE OR TO APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS SET FORTH IN THIS INDENTURE.** The Trustee shall credit all Pledged Revenue to the Revenue Fund promptly upon the receipt thereof.

(b) ***Application of Pledged Revenue; Flow of Funds.*** The Trustee shall, in each Bond Year, apply the Pledged Revenue in the order of priority set forth in clauses FIRST through SECOND below and, for purposes of such application: (i) no Pledged Revenue shall flow to a lower priority until all of the higher priorities have been fully funded; (ii) when credits or disbursements to more than one fund, account, or purpose are required at any single priority level, such credits and/or disbursements shall rank *pari passu* with each other; and (iii) when credits or disbursements are required to go to funds or accounts which are not held by the Trustee under this Indenture, the Trustee may rely upon the written instructions of the Authority with respect to the appropriate funds or accounts to which such credits and/or disbursements are to be made.

FIRST: To the Trustee, an amount sufficient to pay the Trustee Fees then due and payable.

SECOND: To the credit of the Bond Fund, all amounts remaining in the then current Bond Year after the payment set forth in clause FIRST above; *provided, however*, that if any additional Senior Bonds are then outstanding, the amount available at this clause SECOND shall be allocated in accordance with the provisions of Section 3.06(a) below.

### **Section 3.06. Bond Fund.**

(a) ***Credit of Pledged Revenue.*** For so long as no additional Senior Bonds have been issued by the Authority, in each Bond Year the Trustee shall credit all Pledged Revenue remaining after the payment of Trustee Fees due and payable in that Bond Year to the Bond Fund. If any additional Senior Bonds are issued, the Authority will so inform the Trustee in writing, and thereafter the Pledged Revenue available at clause SECOND of Section 3.05(b) hereof shall be allocated among the Bonds and such additional Senior Bonds on a pro-rata basis, in accordance with the relative outstanding principal amounts of such issues, and the amount so allocated to the Bonds shall be credited to the Bond Fund.

(b) ***Use of Moneys in Bond Fund.*** Moneys in the Bond Fund shall be used by the Trustee solely to pay the principal of and interest on the Bonds (and, if being optionally redeemed pursuant to Section 5.01(a) hereof, to the premium, if any, due in connection with such optional redemption of Bonds), in the following order of priority:

*First:* to the payment of current interest due in connection with the Bonds;

*Second:* to the payment of accrued but unpaid interest on the Bonds (which interest has not yet compounded);

*Third:* to the payment of interest due as a result of compounding; and

*Fourth:* to the extent of any moneys remaining after the payment of all interest due pursuant to clauses *First* through *Third* above, to the payment of the principal of the Bonds, whether due at maturity or upon prior redemption (and, if upon prior optional redemption pursuant to the provisions of Section 5.01(a) hereof, to the payment of the premium, if any, then due and owing in connection with such optional redemption of Bonds).

(c) ***Mandatory Redemption.*** On November 1 of each year, commencing November 1, 2022, the Trustee shall determine the amount then on deposit in the Bond Fund and, to the extent the amount therein is in excess of the amount required to pay all interest then due on the Bonds on the Interest Payment Date occurring in that year (including current interest, accrued but unpaid interest, and interest due as a result of compounding, if any), the Trustee shall promptly give notice of redemption and take such other actions as necessary to redeem as many Bonds as can be redeemed with such excess moneys on such Interest Payment Date (each, a “Mandatory Redemption Date”), provided that amounts insufficient to redeem at least one Bond in the denomination of \$1,000 will be retained in the Bond Fund. The mandatory redemption of Bonds pursuant to this Section 3.06(c) shall be made by the Trustee without further instruction from the Authority and notwithstanding any instructions from the Authority to the contrary. Notwithstanding anything in this Indenture to the contrary, it is understood and agreed that borrowed moneys shall not be used for the purpose of redeeming principal of the Bonds pursuant to this Section 3.06(c).

### **Section 3.07. Costs of Issuance Fund.**

(a) On the date of issuance of the Bonds and from the proceeds thereof, the amount set forth in Section 3.03(b) above shall be deposited in the Costs of Issuance Fund.

(b) The Trustee shall disburse amounts from the Costs of Issuance Fund at the direction of the Authority for payment of the fees, costs and expenses incurred in connection with the issuance of the Bonds pursuant to invoices provided to the Trustee which are consistent with the closing memorandum prepared by the Underwriter. Following receipt of the direction of the Authority to disburse funds in accordance with the closing memorandum (which direction may be via email transmission), the Trustee may rely conclusively on the instructions provided in the closing memorandum and shall not be required to make any independent investigation in connection with such payments. Amounts to be disbursed from the Costs of Issuance Fund other than as provided in the closing memorandum must be approved in writing by the Authority prior to disbursement.

(c) On the date which is ninety (90) days after the date of issuance of the Bonds, the Trustee shall transfer all amounts then remaining in the Costs of Issuance Fund, if any, to the Project Fund. At such time as no moneys remain therein, the Costs of Issuance Fund shall terminate.

**Section 3.08. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust for the purposes specified in this Indenture, and except for amounts due and owing to the Trustee for its fees and expenses in performance of its duties hereunder, such moneys shall constitute part of the Trust Estate and be subject to the lien hereof. Except to the extent otherwise specifically provided in Section 8.05 hereof, the Authority shall have no claim to or rights in any moneys deposited with or paid to the Trustee hereunder.

**Section 3.09. Pledge of Revenues.** The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds provided herein shall be governed by Section 11-57-208 of the Supplemental Act, this Indenture, and the Bond Resolution. The amounts pledged to the payment of the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge and the obligation to perform the contractual provisions hereof and of the Bond Resolution shall have priority over any and all other obligations and liabilities of the Authority, except as may be otherwise provided in the Supplemental Act, in this Indenture, in the Bond Resolution, or in any other instrument, but subject to any prior pledges and liens. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

## ARTICLE IV

### COVENANTS OF DISTRICT

**Section 4.01. Performance of Covenants, Authority.** The Authority covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in the Bond Resolution, this Indenture, the Bonds, the CABEA, each Revenue Pledge Agreement, and all the Authority's proceedings pertaining hereto. The Authority

covenants that it is duly authorized under the constitution and laws of the State of Colorado, including, particularly and without limitation, the Act, to issue the Bonds and to execute this Indenture and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken and will be duly taken as provided herein, and that the Bonds are and will be valid and enforceable obligations of the Authority according to the terms thereof.

**Section 4.02. Instruments of Further Assurance.** The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, and pledging unto the Trustee all and singular the Trust Estate.

**Section 4.03. Covenant Regarding Debt Service Mill Levies of Financing Districts.**

(a) The Authority covenants that it will use its commercially reasonable best efforts to cause each of the Financing Districts to levy on all of the taxable property of each such Financing District, their respective debt service mill levies as provided in their respective Revenue Pledge Agreements.

(b) The amounts necessary to pay all costs and expenses incidental to the issuance of the Bonds, and to pay the principal of, premium if any, and interest on the Bonds as required hereunder are hereby appropriated for said purposes, and such amounts as appropriate for each year shall also be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year, respectively, until the earlier to occur of (i) the date on which the Bonds have been fully paid or (ii) the Termination Date.

(c) The Board shall take all commercially reasonable necessary and proper steps to cause each Financing District to enforce promptly the payment of taxes levied by each such Financing District pursuant to the applicable Revenue Pledge Agreement.

**Section 4.04. Additional Bonds.**

(a) ***In General.*** After issuance of the Bonds, no Additional Bonds may be issued except in accordance with the provisions of this Section 4.04. Nothing herein shall affect or restrict the right of the Authority to issue or incur obligations which are not Additional Bonds hereunder; provided that, notwithstanding the foregoing or anything herein to the contrary, the Authority shall not create, incur, assume, or suffer to exist any liens or encumbrances upon the ad valorem tax revenues of the Authority or the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

(b) ***Permitted Refunding Bonds.*** The Authority may issue Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the Authority in its absolute discretion.

(c) ***Senior Bonds.*** The Authority may issue Additional Bonds which constitute Senior Bonds on parity with the Bonds and the terms of such additional Senior Bonds shall

be as provided in the documents pursuant to which they are issued, provided that the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding have provided their written consent to the issuance of such additional Senior Bonds, or, with or without such consent, the Authority may issue additional Senior Bonds if the following conditions are met as of the date of issuance of such Senior Bonds:

(i) the Senior Debt to Assessed Ratio of the Financing Districts is at or below 65%; and

(ii) the principal and interest payment date for the additional Senior Bonds shall be the same as those for the Bonds.

(d) **Subordinate Bonds.** The Authority may issue Additional Bonds which constitute Subordinate Bonds if each of the following conditions are met as of the date of issuance of such Subordinate Bonds and the Subordinate Bond Documents pursuant to which such Subordinate Bonds are issued contain the provisions necessary and appropriate to incorporate such conditions:

(i) The Subordinate Bonds are payable only from that portion of the Pledged Revenue remaining and available at such time as no Bonds or other Senior Bonds are Outstanding (within the meaning of this Indenture, with respect to the Bonds, and within the meaning of the governing instrument pursuant to which such other Senior Bonds were issued, with respect to any other Senior Bonds).

(ii) No principal of or interest on the Subordinate Bonds shall be paid or shall be due and owing until after the date on which no Bond is Outstanding under this Indenture, and no other Senior Bonds are outstanding under the governing instrument pursuant to which such other Senior Bonds were issued.

(iii) The Subordinate Bonds shall not be subject to acceleration for any reason.

(e) **Board Determination.** The good faith determination by the Board that the conditions to the issuance of Additional Bonds issued as Permitted Refunding Bonds, additional Senior Bonds or Subordinate Bonds are met shall conclusively determine the right of the Authority to authorize, issue, sell, and deliver such Additional Bonds in accordance herewith.

**Section 4.05. Additional Covenants and Agreements.** The Authority hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain Outstanding:

(a) The Authority shall not dissolve, merge, or otherwise alter its corporate structure in any manner or to any extent as might materially adversely affect the security provided for the payment of the Bonds, and will continue to operate and manage the Authority and its facilities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations; provided however, that the foregoing shall not prevent the Authority from dissolving pursuant to the provisions of the Act.

(b) At least once a year the Authority will cause an audit to be performed of the records relating to its revenues and expenditures, and the Authority shall use its reasonable efforts to have such audit report completed no later than September 30 of the calendar year immediately succeeding the calendar year which is the subject of such audit. The foregoing covenant shall apply notwithstanding any state law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Authority will cause a budget to be prepared and adopted. Copies of the budget and audit will be filed and recorded in the places, time, and manner provided by law.

(c) The Authority will carry general liability, public officials' liability, and such other forms of insurance on insurable property of the Authority upon the terms and conditions, in such amounts, and issued by recognized insurance companies, as in the judgment of the Authority will protect the Authority and its operations.

(d) Each official of the Authority or other person having custody of any funds of the Authority or responsible for the handling of such funds shall at all times be bonded or insured against theft or defalcation.

(e) In the event any ad valorem taxes are not paid when due, the Authority shall use its commercially reasonable best efforts to cause the applicable Financing District to diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed.

(f) In the event the Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of, and the premium if any, and interest on the Bonds when due, the Authority shall use its best efforts to refinance, refund, or otherwise restructure the Bonds so as to avoid such insufficiency.

(g) The Authority will impose the Single-Family Residential Facilities Fees as provided in the Authority Facilities Fee Resolution and enforce the Authority Facilities Fee Resolution in accordance with its terms, including, without limitation, enforcing the collection of the Residential Single-Family Facilities Fees (including, with respect to fees not paid when due, the collection of late charges and interest) in the manner the Authority deems most efficacious in collecting the same, including, without limitation, the bringing of an action to foreclose any statutory or contractual lien which may exist in connection therewith. The Authority will not reduce the amount of the Single-Family Residential Facilities Fees or amend or supplement the Facilities Fees Resolution in any manner which would adversely affect the amount of the Single-Family Residential Facilities Fee or the timing of the receipt thereof by the Authority. Nothing shall prevent the Authority from increasing the amount or rate of the Single-Family Residential Facilities Fee; *provided, however*, that no revenue derived from an increase after the date of this Indenture in the amount or rate of the Single-Family Residential Facilities Fee shall constitute Pledged Revenue hereunder.

(h) The Authority will enforce each Revenue Pledge Agreement against the other party thereto, respectively, in accordance with its terms, including, without limitation, the enforcement of the receipt of that portion of the Pledged Revenue payable to it under



each Revenue Pledge Agreement, in such time and manner as the Authority reasonably determines will be most efficacious in collecting the same, and will diligently pursue all reasonable remedies available to the Authority with regard to such enforcement, whether in equity or at law. The Authority will not, without the prior written consent of the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding, amend or consent to the amendment of any Revenue Pledge Agreement in any manner which would: (i) reduce the amount of that portion of Pledged Revenue payable to the Authority thereunder; (ii) delay the receipt by the Authority of that portion of the Pledged Revenue to be remitted to the Authority thereunder; or (iii) otherwise adversely affect the portion of the Pledged Revenue payable to the Authority thereunder or the Authority’s rights thereunder in any material respect.

**ARTICLE V**

**PRIOR REDEMPTION**

**Section 5.01. Prior Redemption.**

(a) **Optional Redemption.** The Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities (and if in partial maturities, in such order of maturities as the Authority shall determine), on \_\_\_\_\_ and on any date thereafter, upon payment of the principal amount so redeemed plus accrued interest thereon to the date of redemption, together with a redemption premium equal to a percentage of the principal amount so redeemed, as follows:

Date of Redemption	Redemption Premium

(b) **Mandatory Redemption from Available Pledged Revenue.** The Bonds are subject to mandatory redemption, as a whole or in integral multiples of \$1,000, on December 1 of each year, upon payment of par and accrued interest, without redemption premium, solely from and to the extent of amounts in the Bond Fund as provided in Section 3.06(c) hereof.

**Section 5.02. Redemption Procedure and Notice.**

(a) If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Trustee shall determine. The Bonds shall be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal

amount of such Bond by \$1,000. In the event a portion of any Bond is redeemed, the Trustee shall, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

(b) In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid), not less than twenty (20) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the Authority by the Trustee. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the Authority. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

## **ARTICLE VI**

### **INVESTMENTS AND TAX MATTERS**

#### **Section 6.01. Investments.**

(a) All moneys held by the Trustee in any of the funds or accounts created hereby shall be promptly invested or reinvested by the Trustee, at the written direction of the Authority Representative, in Permitted Investments only.

(b) Such investments shall mature or be redeemable at the option of the owner thereof no later than the respective dates when moneys held for the credit of such fund or account will be required for the purposes intended. The Authority Representative may direct the Trustee to, or in the absence of direction, the Trustee shall, in accordance with this paragraph, invest and reinvest the moneys in any money market fund which is a Permitted Investment so that the maturity date, interest payment date, or date of redemption, at the option of the owner of such investment, shall coincide as nearly as practicable with the times at which money is needed to be so expended. The Trustee shall have no obligation to determine whether any investment directed by the Authority constitutes a Permitted Investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees, and it is specifically provided herein that the Trustee may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-

quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Authority that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by the Authority shall be sufficient, unless the Authority notifies the Trustee in writing to the contrary within 30 days of the date of such statement.

(c) Any and all such investments shall be subject to full and complete compliance at all times with the covenants and provisions of Section 6.02 hereof.

### **Section 6.02. Tax Matters.**

(a) The Authority covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, any funds of the Authority, or any facilities financed with the proceeds of the Bonds, if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code; (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code; or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law.

(b) In the event that at any time the Authority is of the opinion that for purposes of this Section 6.02 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Indenture or otherwise held by the Authority, the Authority shall so restrict or limit the yield on such investment and shall so instruct the Trustee in a detailed certificate, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Authority specifically covenants to comply with the provisions and procedures of the Tax Certificate.

(d) The Authority further covenants to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed, or final Treasury Regulations as may be applied to the Bonds from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other provisions of this Indenture concerning the deposit and transfer of interest earnings to or from any other fund or account. Moneys set aside to pay such rebate amounts pursuant to this paragraph are not subject to any lien created hereunder for the benefit of the Owners. This covenant shall survive the payment in full or the defeasance of the Bonds.

(e) The covenants contained in this Section 6.02 shall remain in full force and effect until the date on which all obligations of the Authority in fulfilling such covenants

under the Code and State law have been met, notwithstanding the payment in full or defeasance of the Bonds.

**Section 6.03. Use of Interest Income.** The interest income derived from the investment and reinvestment of any moneys in any fund or account held by the Trustee hereunder shall be credited to the fund or account from which the moneys invested were derived.

## ARTICLE VII

### DISCHARGE OF LIEN

**Section 7.01. Discharge of the Lien of the Indenture.**

(a) If the Authority shall pay or cause to be paid to the Trustee, for the Owners of the Bonds, the principal of, premium if any, and interest to become due thereon at the times and in the manner stipulated herein, and if the Authority shall keep, perform, and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed to be kept, performed, and observed by it or on its part, and if all fees and expenses of the Trustee required by this Indenture to be paid shall have been paid, then these presents and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof, and assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, and deliver any amounts required to be paid to the Authority under Section 8.05 hereof, except for moneys and Federal Securities held by the Trustee for the payment of the principal of, premium if any, and interest on the Bonds.

(b) Any Bond shall, prior to the maturity or prior redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 7.01 if, for the purpose of paying such Bond (i) there shall have been deposited with the Trustee an amount sufficient, without investment, to pay the principal of, premium if any, and interest on such Bond as the same becomes due at maturity or upon one or more designated prior redemption dates, or (ii) there shall have been placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be invested) to pay the principal of, premium if any, and interest on such Bond, as the same becomes due at maturity or upon one or more designated prior redemption dates. The Federal Securities in any such escrow shall not be subject to redemption or prepayment at the option of the issuer, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a Certified Public Accountant.

(c) Neither the Federal Securities, nor moneys deposited with the Trustee or placed in escrow and in trust pursuant to this Section 7.01, nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium if any, and interest on the Bonds; provided however, that any cash received from such principal or interest payments on such Federal Securities, if not then needed for such purpose, shall, to the extent practicable, be reinvested subject to the provisions of Article VI hereof in Federal Securities maturing at the times and in amounts sufficient to pay, when due, the principal of, premium if any, and interest on the Bonds.

(d) Prior to the investment or reinvestment of such moneys or such Federal Securities as herein provided, the Trustee may require and may rely upon: (i) an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee, that the investment or reinvestment of such moneys or such Federal Securities complies with Section 6.02 hereof; and (ii) a report of a Certified Public Accountant that the moneys or Federal Securities will be sufficient to provide for the payment of the principal of, premium if any, and interest on the Bonds when due.

(e) The release of the obligations of the Authority under this Section 7.01 shall be without prejudice to the rights of the Trustee to be paid reasonable compensation by the Authority for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred in the administration of the trust hereby created, the exercise of its powers, and the performance of its duties hereunder.

**Section 7.02. Continuing Role as Bond Registrar and Paying Agent.** Notwithstanding the defeasance of the Bonds prior to maturity and the discharge of this Indenture as provided in Section 7.01 hereof, the Trustee shall continue to fulfill its obligations under Section 2.03 hereof until the earlier to occur of (a) the date on which the Bonds have been fully paid or (b) the Termination Date.

**Section 7.03. Discharge of Bonds on Termination Date.** Notwithstanding any other provision of this Indenture, after application on December 1 in the year in which the Termination Date occurs of all available Pledged Revenue to the payment of the Bonds, the Bonds and the lien of this Indenture securing payment thereof shall be deemed fully satisfied on the Termination Date, and on such date the Bonds shall be discharged and this Indenture shall terminate, and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel the Bonds and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be required to evidence the same. Upon such discharge, the Owners will have no recourse to the Authority or any property of the Authority for the payment of any amount of principal of or interest on the Bonds remaining unpaid.

## ARTICLE VIII

### DEFAULT AND REMEDIES

**Section 8.01. Events of Default.** The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an Event of

Default under this Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body), and there shall be no default or Event of Default hereunder except as provided in this Section:

(a) The Authority fails or refuses to remit (or cause to be remitted) the Pledged Revenue to the Trustee as required by this Indenture;

(b) The Authority defaults in the performance or observance of any of the covenants, agreements, or conditions on the part of the Authority in this Indenture or the Bond Resolution, other than as described in Section 8.01(a) hereof, and fails to remedy the same after notice thereof pursuant to Section 8.12 hereof; or

(c) The Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

It is acknowledged that due to the limited nature of the Pledged Revenue, the failure to pay the principal of or interest on the Bonds when due shall not, of itself, constitute an Event of Default hereunder.

WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS INDENTURE, ***THE DISTRICT ACKNOWLEDGES AND AGREES*** THAT APPLICATION OF ANY PORTION OF THE PLEDGED REVENUE TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS REQUIRED BY THIS INDENTURE CONSTITUTES AN EVENT OF DEFAULT UNDER SECTION 8.01(b) HEREOF, AND IN NO EVENT SHALL THE DISTRICT BE PERMITTED TO WITHHOLD ANY PORTION OF THE PLEDGED REVENUE OR APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE AS REQUIRED BY THIS INDENTURE.

#### **Section 8.02. Remedies on Occurrence of Event of Default.**

(a) Upon the occurrence and continuance of an Event of Default, the Trustee shall have the following rights and remedies which may be pursued:

(i) *Receivership.* Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings, subject however, to constitutional limitations inherent in the sovereignty of the Authority; but notwithstanding the appointment of any receiver or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

(ii) *Suit for Judgment.* The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Act, the Bonds, the Bond

Resolution, this Indenture, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, shall deem appropriate.

(iii) *Mandamus or Other Suit.* The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

(b) No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers, or remedies of the Trustee hereunder, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners shall continue unimpaired as before.

(c) If any Event of Default under Section 8.01(a) shall have occurred and if requested by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 8.02 as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Owners; provided that the Trustee at its option shall be indemnified as provided in Section 9.01(m) hereof.

(d) Notwithstanding anything herein to the contrary, acceleration of the Bonds shall not be an available remedy for an Event of Default.

**Section 8.03. Control of Proceedings.** The Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof; and provided further that at its option the Trustee shall be indemnified as provided in Section 9.01(m) hereof.

**Section 8.04. Rights and Remedies of Owners.** No Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 9.01 hereof, or of which under that Section it is deemed to have notice, and unless such default shall have become an Event of Default and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in their own name, nor unless they have also offered to the Trustee indemnity as provided in Section 9.01(m) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more

Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his, her, its, or their action, or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding.

**Section 8.05. Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VIII, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and the fees (including attorneys' fees and any other professionals hired by the Trustee hereunder), expenses, liabilities, and advances incurred or made by the Trustee, shall be deposited in the appropriate funds or accounts created hereunder in the same manner as is provided herein for deposits of other revenue and shall be used for the purposes so provided, until the earlier of (i) the Termination Date or (ii) the date on which the principal of, premium if any, and interest on all of the Bonds has been paid in full. Whenever all of the Bonds and interest thereon have been paid in full and all expenses and fees of the Trustee have been paid, any balance remaining in any of the funds held hereunder shall be paid to the Authority; *provided, however*, that if on December 1 of the year in which the Termination Date occurs, any Bond remains Outstanding hereunder, any balance remaining in any of the funds held hereunder shall, after payment of all expenses and fees of the Trustee then due and owing, be applied by the Trustee to the payment of the Bonds on such date.

**Section 8.06. Trustee May Enforce Rights Without Bonds.** All rights of action and claims under this Indenture or any of the Bonds Outstanding hereunder may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

**Section 8.07. Trustee to File Proofs of Claim in Receivership, Etc.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Authority, the Trustee shall, to the extent permitted by law, file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings, without prejudice, however, to the right of any Owner to file a claim in his own behalf.

**Section 8.08. Delay or Omission No Waiver.** No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

**Section 8.09. No Waiver of One Default to Affect Another; Cumulative Remedies.** No waiver of any default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Trustee and the Owners provided herein shall be



cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

**Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored.**

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 8.11. Waivers of Events of Default.** The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Consent Parties with respect to not less than a majority in aggregate principal amount of all the Bonds then Outstanding; provided however, that there shall not be waived without the consent of the Consent Parties with respect to one hundred percent (100%) of the Bonds then Outstanding any Event of Default which exists under Section 8.01(a) hereof. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

**Section 8.12. Notice of Default; Opportunity to Cure Defaults.**

(a) The Trustee shall give to the Owners of all Bonds notice by mailing to the address shown on the registration books maintained by the Trustee, of all Events of Default known to the Trustee (as determined pursuant to Section 9.01(h) hereof), within ninety (90) days after the occurrence of such Event of Default unless such Event of Default shall have been cured before the giving of such notice; provided that, the Trustee shall be protected in withholding such notice if and so long as a committee of its corporate trust department in good faith determines that the withholding of such notice is not detrimental to the interests of the Owners.

(b) No default under Section 8.01(b) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds Outstanding to the Authority, and the Authority shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued thereafter until the default is corrected.

**ARTICLE IX**  
**CONCERNING TRUSTEE**

**Section 9.01. Acceptance of Trusts and Duties of Trustee.** The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of any Event of Default which may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a reasonable and prudent trustee would exercise or use under the circumstances in the conduct of the affairs of another.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, but shall be answerable for the conduct of the same in accordance with the standards specified in Section 9.01(a) and (g) hereof, and shall be entitled to act upon the advice or an opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay (and be reimbursed as provided in Section 9.02 hereof) such compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon the advice or opinion of such attorneys, agents, receivers, or employees chosen with due care.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording or filing of this Indenture, or for the validity of the execution by the Authority of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Authority, except as expressly herein set forth; but the Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions, and agreements aforesaid. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(d) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof (except for funds or investments held by the Trustee) or of any money paid to or upon the order of the Authority under any provision of this Indenture. The Trustee, in its individual or any other capacity, may become the Owner of the Bonds with the same rights which it would have if not the Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by the Authority Representative or the Authority's President or Vice President or such other person as may be designated for such purpose by a certified resolution of the Authority as sufficient evidence of the facts therein contained, and, prior to the occurrence of a default of which the Trustee has been notified as provided in Section 9.01(h) hereof or of which by said Section it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct, and shall not be answerable for any negligent act of its attorneys, agents, or receivers which have been selected by the Trustee with due care.

(h) Except for an Event of Default occurring under Section 8.01(a) hereof, the occurrence of which the Trustee shall be deemed to have notice, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law.

(j) At any and all reasonable times the Trustee or its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all books, papers, and records of the Authority pertaining to the Bonds and the Pledged Revenue, and to take such memoranda from and in regard thereto as may be desired.

(k) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any

Bonds, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee, as may be deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, or the taking of any other action by the Trustee.

(l) All records of the Trustee pertaining to the Bonds shall be open during reasonable times for inspection by the Authority.

(m) The Trustee shall not be required to advance its own funds, and before taking any action under this Indenture, other than the payment of monies on deposit in any of the funds as provided for herein, the Trustee may require that indemnity satisfactory to it be furnished to it for the reimbursement of all costs and expenses which it may incur, including attorneys' fees, and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken. To the extent permitted by law, the Authority agrees to indemnify the Trustee against any claims arising out of the exercise and performance of its powers and duties hereunder in good faith and without negligence; provided that such agreement of the Authority shall not act as a waiver of immunity of the Authority under the Colorado Governmental Immunity Act.

(n) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise with respect to the Bonds.

### **Section 9.02. Fees and Expenses of the Trustee.**

(a) The Trustee shall be entitled to payment and reimbursement of its fees and expenses for ordinary services rendered hereunder (which compensation is not intended by the parties hereto to be limited by any provision of law in regard to the compensation of a trustee of an express trust) as and when the same become due, and all advances, agent, and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services. The Trustee reserves the right to renegotiate its current fees for ordinary services to correspond with changing economic conditions, inflation and changing requirements relating to the Trustee's ordinary services.

(b) In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor.

### **Section 9.03. Resignation or Replacement of Trustee.**

(a) The Trustee may resign, subject to the appointment of a successor, by giving thirty (30) days' notice of such resignation to the Authority and to all Owners of Bonds specifying the date when such resignation shall take effect. Such resignation shall take

effect on the date specified in such notice unless a successor shall have been previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor. The Trustee may petition the courts to appoint a successor in the event no such successor shall have been previously appointed. The Trustee may be removed at any time by an instrument in writing, executed by a majority of the Owners in aggregate principal amount of the Bonds then Outstanding. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

(b) In case the Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Authority so long as it is not in default hereunder; otherwise by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys-in-fact appointed; provided however, that even if the Authority is in default hereunder it may appoint a successor until a new successor shall be appointed by the Authority or the Owners as herein authorized. The Authority, upon making such appointment, shall forthwith give notice thereof to the Owners by mailing to the address shown on the registration books maintained by the Trustee, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the Authority shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Authority or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, as applicable.

(c) Every successor Trustee shall always be a commercial bank or trust company in good standing, qualified to act hereunder, and having a capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms. Any successor appointed hereunder shall execute, acknowledge, and deliver to the Authority an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed, or conveyance, become vested with all estates, properties, rights, powers, and trusts of its predecessor in the trust hereunder with like effect as if originally named as the Trustee hereunder, and thereupon the duties and obligations of the predecessor shall cease and terminate; but the Trustee retiring shall, nevertheless, on the written demand of its successor and upon the payment of the fees and expenses owed to the predecessor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the predecessor, who shall duly assign, transfer, and deliver to the successor all properties and moneys held by it under this Indenture. If any instrument from the Authority is required by any successor for more fully and certainly vesting in and confirming to it the estates, properties, rights, powers, and trusts of the predecessor, those instruments shall be made, executed, acknowledged, and delivered by the Authority on request of such successor.

(d) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed or recorded.

**Section 9.04. Conversion, Consolidation, or Merger of Trustee.** Anything herein to the contrary notwithstanding, any bank or trust company or other person into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole, shall be the successor of the Trustee under this Indenture with the same rights, powers, duties, and obligations, and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, provided that such bank, trust company, or other person is legally empowered to accept such trust.

**Section 9.05. Trustee Protected in Relying Upon Resolutions, Etc.** The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein, and the Trustee shall not be required to make any independent investigation in connection therewith. Such resolutions, opinions, certificates, and other instruments shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder. Except as provided herein, the Trustee shall not be under any responsibility to seek the approval of any expert for any of the purposes expressed in this Indenture; provided however, that nothing contained in this Section shall alter the Trustee's obligations or immunities provided by statutory, constitutional, or common law with respect to the approval of independent experts who may furnish opinions, certificates, or opinions of Counsel to the Trustee pursuant to any provisions of this Indenture.

## ARTICLE X

### SUPPLEMENTAL INDENTURES

**Section 10.01. Supplemental Indentures Not Requiring Consent.** Subject to the provisions of this Article X, the Authority and the Trustee may, without the consent of or notice to the Owners or Consent Parties, enter into such amendments to this Indenture and/or indentures supplemental hereto, which amendments and supplemental indentures shall thereafter form a part hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Indenture, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Indenture, or to make any provisions for any other purpose if such provisions are necessary or desirable and do not in the opinion of Bond Counsel materially adversely affect the interests of the Owners of the Bonds;
- (b) To subject to this Indenture to additional revenues, properties, or collateral;
- (c) To grant or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Owners or the Trustee; and
- (d) To qualify this Indenture under the Trust Indenture Act of 1939.

**Section 10.02. Supplemental Indentures Requiring Consent.**

(a) Except for amendments and supplemental indentures delivered pursuant to Section 10.01 hereof, and subject to the other provisions of this Article X, the Consent Parties with respect to not less than a majority (or for modifications of provisions hereof which require the consent of a percentage of Owners or Consent Parties higher than a majority, such higher percentage) in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Authority and the Trustee of such amendments to this Indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided however, that without the consent of the Consent Parties with respect to all the Outstanding Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

(i) a change in the terms of the maturity of any Outstanding Bond, in the principal amount of any Outstanding Bond, in the optional or mandatory redemption provisions applicable thereto, or the rate of interest thereon;

(ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due;

(iii) a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or

(iv) a reduction in the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners or Consent Parties is required for any such amendment or supplemental indenture.

(b) Upon the execution of any amendment or supplemental indenture pursuant to the provisions of this Section 10.02, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

(c) If at any time the Authority shall request the Trustee to enter into such amendment or supplemental indenture for any of the purposes of this Section 10.02, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of the proposed execution of such amendment or supplemental indenture to be given to each Owner of a Bond at the address shown on the registration books of the Trustee, prior to the proposed date of execution and delivery of any such amendment or supplemental indenture. If the Consent Parties with respect to not less than the required percentage in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such amendment or supplemental indenture consent to the execution thereof, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

**Section 10.03. Execution of Supplemental Indenture.** The Trustee is authorized to join with the Authority in the execution of any such amendment to this Indenture or supplemental indenture hereto and to make further agreements and stipulations which may be contained therein; provided that, prior to the execution of any such amendment or supplemental indenture (whether under Section 10.01 or 10.02 hereof) the Trustee and the Authority may require and shall be fully protected in relying upon an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee and the Authority, to the effect that: (i) the amendment or supplemental indenture will not adversely affect the exclusion from gross income for federal income tax purposes, of the interest on the Bonds; (ii) the Authority is permitted by the provisions hereof to enter into the amendment or supplemental indenture; and (iii) the amendment or supplemental indenture is a valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to matters permitted by Section 1.05 hereof.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01. Parties Interested Herein.** Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants.

**Section 11.02. Severability.** In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intent being that such remaining provisions shall remain in full force and effect.

**Section 11.03. Governing Law.** This Indenture shall be governed and construed in accordance with the laws of the State.

**Section 11.04. Execution in Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 11.05. Notices; Waiver.**

(a) Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Indenture shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

If to the Authority:     The Aurora Highlands Community Authority Board  
                                  c/o CliftonLarsonAllen LLP



8390 East Crescent Parkway, Suite 300  
 Greenwood Village, Colorado 80111  
 Attention: Denise Denslow  
 Telephone: 303.779.5710  
 E-mail: Denise.denslow@claconnect.com

With a copy to: McGeady Becher P.C.  
 450 East 17<sup>th</sup> Avenue, Suite 400  
 Denver, Colorado 80203  
 Telephone: 303.592.4380  
 Email: legalnotices@specialdistrictlaw.com

If to the Trustee: Zions Bancorporation, National Association  
 One South Main, 12th Floor  
 Salt Lake City, Utah 84133  
 Attention: Sandra Kinney  
 Telephone: 801.844.7560  
 Email: Sandra.Kinney@zionsbancorp.com

(a) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(b) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 11.06. Holidays.** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee are located are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Indenture.

**Section 11.07. No Recourse against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority

acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Section 11.08. Conclusive Recital.** Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

**Section 11.09. Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of the Bonds.

**Section 11.10. Electronic Storage.** The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado, has caused this Indenture of Trust to be executed on its behalf by its President and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, Salt Lake City, Utah, as Trustee, has caused this Indenture of Trust to be executed on its behalf by one of its authorized officers, all as of the date first above written.

(S E A L)

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

\_\_\_\_\_  
President

ATTESTED:

\_\_\_\_\_  
Secretary or Assistant Secretary

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, as Trustee

\_\_\_\_\_  
Authorized Officer

[Signature Page to Indenture of Trust (Senior)]

**EXHIBIT A**  
**TO**  
**INDENTURE OF TRUST**  
(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. RA-1

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF COLORADO**  
**COUNTY OF ADAMS**  
**CITY OF AURORA**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**LIMITED TAX GENERAL OBLIGATION BOND**  
**SERIES 2021A<sup>(3)</sup>**

**INTEREST RATE**    **MATURITY DATE**    **ORIGINAL ISSUE DATE**    **CUSIP**

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT:** \_\_\_\_\_ AND \_\_\_/100 DOLLARS

The Aurora Highlands Community Authority Board (the “Authority”), for value received, hereby acknowledges itself indebted and promises to pay, solely from and to the extent of the Pledged Revenue (as defined in the Indenture, defined below), to the registered owner named above, or registered assigns, on the maturity date specified above or on the date of prior redemption, the principal amount specified above. In like manner the Authority promises to pay, solely from and to the extent of Pledged Revenue available therefor, interest on such principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the original issue date specified above, at the interest rate per annum specified above, payable on December 1 of each year, commencing December 1, 2022, until the earlier of (i) such time as the principal amount is paid at maturity or upon prior redemption or (ii) the Termination Date.

The Bonds are issued pursuant to that certain Indenture of Trust (the “Indenture”) between the Authority and Zions Bancorporation, National Association, as trustee (the “Trustee”), dated as of December [22], 2021, being the date of issuance of the Bonds.

**Capitalized terms used and not otherwise defined in this Bond shall have the respective meanings assigned by the Indenture.**

This Bond represents a single term bond of a series aggregating \$\_\_\_\_\_ par value, all of like date, tenor, and effect, issued by The Aurora Highlands Community Authority Board for the purpose of paying the costs of providing certain public improvements for the Authority, by virtue of and in full conformity with the Constitution of the State of Colorado; Title 32, Article 1, Part 11, C.R.S.; Title 56, Article 1, C.R.S.; Title 11, Article 57, Part 2, C.R.S.; and all other laws of the State of Colorado thereunto enabling, and pursuant to the duly adopted Bond Resolution, the Indenture, the Elections and the CABEA. [Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.]

**NOTWITHSTANDING ANYTHING IN THE INDENTURE OR IN THIS BOND TO THE CONTRARY, ALL OF THE BONDS AND INTEREST THEREON SHALL BE DEEMED PAID, SATISFIED, AND DISCHARGED ON THE TERMINATION DATE, REGARDLESS OF THE AMOUNT OF PRINCIPAL AND INTEREST PAID PRIOR TO SUCH DATE.**

Subject to the provisions of the Indenture with respect to the discharge of all Bonds on the Termination Date, to the extent principal of this Bond is not paid prior to the maturity date of this Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by this Bond, and to the extent interest on this Bond is not paid when due, such interest shall compound on each Interest Payment Date at the rate borne by this Bond; provided however, that notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer outstanding upon the payment by the Authority of such amount.

The principal of and premium, if any, on this Bond are payable in lawful money of the United States of America to the Owner of this Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on this Bond is payable to the person in whose name this Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee.

Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee, provided that the Authority shall not incur any expenses in connection with such alternative means of payment.

Notwithstanding the provisions of the Indenture and this Bond which provide for notices to Owners by mail, so long as this Bonds is held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Bond. The Bonds are payable solely from and to the extent of the Pledged Revenue, and the Pledged Revenue is pledged to the payment of the Bonds. The Bonds constitute an irrevocable lien upon the Pledged Revenue, but not necessarily an exclusive such lien.

Reference is hereby made to the Indenture for an additional description of the nature and extent of the security for the Bonds, the accounts and revenues pledged to the payment thereof, the rights and remedies of the registered owners of the Bonds, the manner in which the Indenture may be amended, and the other terms and conditions upon which the Bonds are issued, copies of which are on file for public inspection at the office of the Authority Secretary.

Bonds of this issue are subject to redemption prior to maturity as provided in the Indenture. The Bonds will be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof. Such Bond will be treated for the purposes of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1,000. In the event a portion of this Bond is redeemed, the Trustee shall, without charge to the registered owner of this Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion.

Notice of prior redemption shall be given to the registered owner of this Bond not less than twenty (20) days prior to the date fixed for redemption in the manner set forth in the Indenture. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice. All Bonds called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Notwithstanding the provisions of the Indenture and this Bond which provide for notices to Owners by mail, so long as this Bonds is held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

The Authority and Trustee shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first business day following the ensuing interest payment date; or (b) during the

period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first business day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

The Authority and the Trustee may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes (whether or not this Bond shall be overdue), and any notice to the contrary shall not be binding upon the Authority or the Trustee.

This Bond may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, at the principal office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred upon the registration books upon delivery to the Trustee of this Bond, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the owner of this Bond or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the Bond, along with the social security number or federal employer identification number of such transferee. In the event of the transfer of this Bond, the Trustee shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The Trustee shall charge the owner of this Bond for every such transfer or exchange an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

If the date for making any payment or performing any action shall be a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

**IN TESTIMONY WHEREOF**, the Board of Directors of The Aurora Highlands Community Authority Board, in Adams County, Colorado (the “Authority”), has caused this Bond to be signed by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or a facsimile of the seal of the Authority, and attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority, all as of the original issue date specified above.

(S E A L)

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

\_\_\_\_\_  
President

ATTESTED:

\_\_\_\_\_  
Secretary or Assistant Secretary

[Signature Page to Bond]



**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within mentioned Indenture.

Date of Registration and Authentication:

**ZIONS BANCORPORATION,  
NATIONAL ASSOCIATION,** as Bond  
Registrar

---

---

Authorized Signatory

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto:

Name and address of Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or  
Federal Employer Identification Number  
of Assignee:

\_\_\_\_\_

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature of Registered Owner:

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, or Firm)

[End of Form of Bond]

**EXHIBIT B  
TO  
INDENTURE OF TRUST**

(Form of Project Fund Requisition)

**PROJECT FUND REQUISITION**

Requisition No. \_\_\_\_

\$ \_\_\_\_\_

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO  
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021A<sub>(3)</sub>**

The above captioned bonds were issued pursuant to an Indenture of Trust dated December [22], 2021 (the “Indenture”) between the Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority ”), and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$\_\_\_\_\_.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

\_\_\_\_\_

3. Payment is due to the above person for (describe nature of the obligation):

\_\_\_\_\_

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):

\_\_\_\_\_

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

6. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the Authority the undersigned Authority Representative or Authority President, as applicable, by its execution hereof hereby: (a) certifies that the Authority has reviewed the wire instructions set forth in this Project Fund Requisition (if any), and confirms that such wire instructions are accurate; (b) agrees that the Authority will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the Authority will not seek recourse from the Trustee as a result of losses incurred by the Authority arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition and the instructions contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

\_\_\_\_\_  
Authority Representative or President  
Name: \_\_\_\_\_

\_\_\_\_\_  
Authority Accountant  
Name of Firm: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

[Signature Page to Project Fund Requisition No. \_\_\_\_]

**INDENTURE OF TRUST**

*BETWEEN*

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
IN THE CITY OF AURORA  
ADAMS COUNTY, COLORADO**

*AND*

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION  
SALT LAKE CITY, UTAH  
AS TRUSTEE**

*RELATING TO*

**SUBORDINATE SPECIAL TAX REVENUE DRAW DOWN BONDS  
SERIES 2021B<sup>(3)</sup>  
IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF UP TO  
\$[B-BOND PAR]**

**DATED DECEMBER [22], 2021**

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**THIS INDENTURE OF TRUST** (this “Indenture”) is entered into on this [22nd] day of December, 2021, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado (the “Authority”), a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a banking institution authorized to accept and execute trusts of the character herein set out, having corporate trust offices in Salt Lake City, Utah, as trustee (the “Trustee”).

All capitalized terms used in and not otherwise defined in the recitals below shall have the respective meanings ascribed to such terms in Section 1.01 hereof.

### RECITALS

WHEREAS, the Authority is a public corporation and political subdivision of the State of Colorado (the “State”), duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); The Aurora Highlands Metropolitan District No. 1 (“District No. 1”); The Aurora Highlands Metropolitan District No. 2 (“District No. 2”); The Aurora Highlands Metropolitan District No. 3 (“District No. 3”) and ATEC Metropolitan District No. 2 (“ATEC No. 2”) (District No. 1, District No. 2, District No. 3 and ATEC No. 2 are referred to herein, collectively, as the “Financing Districts” and the Coordinating District and the Financing Districts are referred to herein, collectively, as the “Districts”) are quasi-municipal corporations and political subdivisions of the State duly organized and existing as a metropolitan district under the constitution and laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Coordinating District was organized by Order and Decree of the District Court for Adams County, Colorado (the “District Court”) issued on November 15, 2004 and recorded in the public records of the Clerk and Recorder of Adams County, Colorado (the “Official Public Records”), on December 7, 2004; District No. 1 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; District No. 2 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; District No. 3 was organized by Order and Decree of the District Court issued on November 15, 2004 and recorded in the Official Public Records on December 7, 2004; and ATEC No. 2 was organized by Order and Decree of the District for Adams County, Colorado issued on November 15, 2019 and recorded in the real property records of Adams County, Colorado on November 19, 2019; and

WHEREAS, the Coordinating District petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing the Coordinating District’s name from Green Valley Ranch East Metropolitan District No. 1 to Aerotropolis Area Coordinating Metropolitan District; and

WHEREAS, District No. 1 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 1’s name from Green

Valley Ranch East Metropolitan District No. 2 to The Aurora Highlands Metropolitan District No. 1; and

WHEREAS, District No. 2 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 2's name from Green Valley Ranch East Metropolitan District No. 3 to The Aurora Highlands Metropolitan District No. 2; and

WHEREAS, District No. 3 petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing District No. 3's name from Green Valley Ranch East Metropolitan District No. 4 to The Aurora Highlands Metropolitan District No. 3; and

WHEREAS, the Authority, the Districts and ATEC Metropolitan District No. 1 ("ATEC No. 1") have entered into that certain First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (as so amended and restated, the "CABEA"), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, among the Districts and ATEC No. 1, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority (the "Aurora Highlands Development"); and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, each District is authorized by the Special District Act to furnish certain public facilities and services, including, but not limited to street improvement, traffic and safety, water, sanitation, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with each District's respective Service Plan; and

WHEREAS, at special elections of the eligible electors of the Coordinating District, duly called and held on Tuesday, November 8, 2016 and Tuesday, November 7, 2017 (collectively, the "Coordinating District Elections"), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the Coordinating District Elections voted in favor of, *inter alia*, the issuance of indebtedness by the Coordinating District and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities, as more particularly set forth in the Coordinating District Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 1, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the "District No. 1 Election"), a majority of those qualified to vote and voting at the District No. 1 Election voted in favor of, *inter alia*, the issuance of District No. 1 indebtedness and the imposition

of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 1 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 2, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the “District No. 2 Election”), a majority of those qualified to vote and voting at the District No. 2 Election voted in favor of, *inter alia*, the issuance of District No. 2 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 2 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of District No. 3, duly called and held on Tuesday, November 8, 2016 in accordance with law and pursuant to due notice (the “District No. 3 Election”), a majority of those qualified to vote and voting at the District No. 3 Election voted in favor of, *inter alia*, the issuance of District No. 3 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the District No. 3 Revenue Pledge Agreement; and

WHEREAS, at a special election of the eligible electors of the ATEC No. 2, duly called and held on Tuesday, November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 2 Election”), a majority of those qualified to vote and voting at the ATEC No. 2 Election voted in favor of, *inter alia*, the issuance of ATEC No. 2 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the ATEC No. 2 Revenue Pledge Agreement; and

WHEREAS, the returns of the Elections were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of each Election were certified by each District, respectively, by certified mail to the board of county commissioners of each county in which the respective District is located or to the governing body of a municipality that has adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., within 45 days after the election, and filed the same with the division of securities created by Section 11-51-701, C.R.S.; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including The Aurora Highlands Development (the “Public Improvements”), and to secure payment of the principal of and interest on such bonds with, *inter alia*, certain property tax revenues transferred to it by the Districts; and

WHEREAS, the Authority, the Districts and ATEC No. 1 have developed a long term financing plan to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials

and such other matters as may arise over an extended period of time (as so amended from time to time, the “Long Term Capital Improvements Plan”); and

WHEREAS, Aurora Highlands, LLC, a Nevada limited liability company (“Aurora Highlands LLC”), has an interest in property within The Aurora Highlands Development; and

WHEREAS, prior to the organization of the Authority, the Coordinating District coordinated the planning, design, and construction of the Public Improvements with respect to the Aurora Highlands Development; and

WHEREAS, for the purpose of financing the costs of Public Improvements with respect to the Aurora Highlands Development prior to the organization of the Authority, Aurora Highlands LLC previously entered into that certain First Amended and Restated Facilities Funding and Acquisition Agreement, dated as of August 23, 2018 (the “Facilities Funding Agreement”), with the Coordinating District, pursuant to which Aurora Highlands LLC is to advance certain funds to the Coordinating District for the purpose of financing the costs of certain Public Improvements, and/or Aurora Highlands LLC is to construct or caused to be constructed certain Public Improvements within or otherwise serving the residents, property owners and taxpayers of the Districts, which Public Improvements are to be acquired by the Coordinating District, all pursuant to the terms and conditions contained therein; and

WHEREAS, the Board of Directors of the Authority (the “Board”) previously determined that the respective interests of the Authority, the Districts and the public demanded the provision of the Public Improvements; and

WHEREAS, the Board previously determined that certain costs relating to the Public Improvements incurred by Aurora Highlands LLC under the Facilities Funding Agreement should be reimbursed by the Authority, on behalf of the Coordinating District and the other Financing Districts, and that the costs of Public Improvements constructed by or on behalf of Aurora Highlands LLC should be paid by the Authority, on behalf of the Coordinating District and the other Financing Districts, all subject to the terms and conditions of the Facilities Funding Agreement; and

WHEREAS, the Board previously determined that certain costs relating to the Public Improvements incurred by Aurora Highlands LLC under the Facilities Funding Agreement should be reimbursed by the Authority, on behalf of the Coordinating District and the other Financing Districts, and that the costs of Public Improvements constructed by or on behalf of Aurora Highlands LLC should be paid by the Authority, on behalf of the Coordinating District and the other Financing Districts, all subject to the terms and conditions of the Facilities Funding Agreement; and

WHEREAS, for the purpose of financing the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of Public Improvements with respect to the Aurora Highlands Development (including paying or reimbursing amounts due or to become due under the Facilities Funding Agreement), the Authority previously issued its Special Tax Revenue Draw-Down Bonds, Series 2020A, in the total aggregate principal amount of up to \$165,159,327.00 (the “2020A Prior Bonds”); and

WHEREAS, the 2020A Prior Bonds were issued pursuant to the Indenture of Trust dated June 30, 2020 between Zions Bancorporation, National Association, as trustee thereunder (the “2020A Prior Bond Trustee”) and the Authority (the “2020A Prior Bond Indenture”); and

WHEREAS, concurrently with the issuance of the 2020A Prior Bonds, the Authority also issued its Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B, in the aggregate principal amount of up to \$32,338,830.00 (the “2020B Prior Bonds”), for the purpose of financing costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of Public Improvements with respect to the Aurora Highlands Development (including paying or reimbursing amounts due or to become due under the Facilities Funding Agreement) not financed by the 2020A Prior Bonds; and

WHEREAS, the 2020B Prior Bonds were issued pursuant to the Indenture of Trust dated June 30, 2020 between Zions Bancorporation, National Association, as trustee thereunder (the “2020B Prior Bond Trustee”) and the Authority, as amended and supplemented pursuant to the First Supplemental Indenture of Trust between such parties dated December 30, 2020 (as so amended and supplemented, the “2020B Prior Bond Indenture”); and

WHEREAS, all amounts under the Facilities Funding Agreement were fully paid from draws on the 2020A Prior Bonds and/or the 2020B Prior Bonds, and the parties thereto have determined that such agreement shall be terminated; and

WHEREAS, the 2020A Prior Bonds are subject to redemption prior to maturity, at the option of the Authority, on any date, as a whole or in integral multiples of \$1, upon payment of par, and accrued interest thereon, without redemption premium; and

WHEREAS, the 2020B Prior Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1, on any date, upon payment of par, and accrued interest thereon, without redemption premium; and

WHEREAS, Section 4.04(e) of the 2020A Prior Bond Indenture provides that the Authority may issue Additional Bonds (as defined therein) without the consent of the owners of the 2020A Prior Bonds to refund in whole the 2020A Prior Bonds and the 2020B Prior Bonds; provided, however, that Oxnard Financial, LLC, a Nevada limited liability company (“Oxnard”), shall have a right of first offer with respect to such Additional Bonds, as more particularly provided therein; and

WHEREAS, Oxnard has waived in writing all rights to exercise such right of first offer under the 2020A Prior Bond Indenture; and

WHEREAS, Section 4.04(e) of the 2020B Prior Bond Indenture provides that the Authority may issue Additional Bonds (as defined therein) without the consent of the owners of the 2020B Prior Bonds to refund in whole the 2020B Prior Bonds and the 2020A Prior Bonds; provided, however, that Oxnard shall have a right of first offer with respect to such Additional Bonds, as more particularly provided therein; and

WHEREAS, Oxnard has waived in writing all rights to exercise such right of first offer under the 2020A Prior Bond Indenture; and

WHEREAS, the 2020A Prior Bonds are currently outstanding in the aggregate principal amount of \$\_\_\_\_\_ and bear interest at the rate of 8.00% per annum; and

WHEREAS, the 2020B Prior Bonds are currently outstanding in the aggregate principal amount of \$\_\_\_\_\_ and bear interest at the rate of 9.00% per annum; and

WHEREAS, the Board has determined that it is in the best interests of the Authority, the Districts, their respective taxpayers, and the public, that the Authority enter into a refunding program at this time with respect to the 2020A Prior Bonds and 2020B Prior Bonds (collectively, the “Refunded Bonds”) for the purpose of, among other things, refinancing such obligations at lower interest rates; and

WHEREAS, in addition, the Board has further determined that it is in the best interests of the Authority, the Districts, their respective taxpayers, and the public, that the Authority finance the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of additional Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development; and

WHEREAS, the Board has determined that the Authority shall issue its Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, in the aggregate amount of \$[188,668,000] (the “Series 2021A<sub>(3)</sub> Senior Bonds”) for the purposes of refunding the Refunded Bonds and financing Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development; and

WHEREAS, the Authority and the Landowner have entered into an Amended and Restated Capital Construction and Reimbursement Agreement dated December \_\_\_\_, 2021, which amends and restates in its entirety the Capital Construction and Reimbursement Agreement (In-Tract Improvements) between such parties dated June 24, 2020 (as so amended and restated, the “CCRA”), which sets forth the terms pursuant to which certain improvements described therein will be accepted by the Authority, and the verified costs thereof (within the meaning of the CCRA, “Verified Costs”) may be exchanged for equivalent value of the Bonds (defined below), all as more particularly described therein and subject to the terms and conditions thereof; and

WHEREAS, the Board has also determined that, concurrently with the issuance of the Series 2021A<sub>(3)</sub> Senior Bonds, the Authority shall issue its Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, in the aggregate maximum principal amount of up to \$[B-BOND PAR] (the “Bonds”) for the purpose of financing additional costs of Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Highlands Development, in furtherance of effectuating the Long Term Capital Improvements Plan, which costs were not financed by the Refunded Bonds or the Series 2021A<sub>(3)</sub> Senior Bonds, including Verified Costs under the CCRA (the “Project”); and

WHEREAS, the Series 2021A<sub>(3)</sub> Senior Bonds shall be issued pursuant to a separate Indenture of Trust (as more particularly defined in Section 1.01 hereof, the “Series 2021A<sub>(3)</sub> Senior Bond Indenture”); and

WHEREAS, for the purpose of producing revenue and pledging such revenue to the Authority, the Financing Districts are, respectively, entering into Revenue Pledge Agreements

pursuant to which the Financing Districts are to impose ad valorem property taxes and pledge the revenue derived therefrom to the Authority, all as more particularly provided in such Revenue Pledge Agreements; and

WHEREAS, the revenue pledged to the Authority under the Revenue Pledge Agreements is to be used by the Authority in the manner, for the purposes, at the times and in the amounts as determined by the Authority, in its sole discretion, subject, however, to applicable law and the provisions of the CABEA; and

WHEREAS, the Revenue Pledge Agreements contemplate the issuance by the Authority of CAB Obligations (as defined therein); and

WHEREAS, the Bonds constitute CAB Obligations within the meaning of the Revenue Pledge Agreements, and the Authority has determined to use certain revenue received by the Authority under the Revenue Pledge Agreements to secure and pay (on a subordinate basis) the Bonds, as more particularly provided in this Indenture (as more specifically defined in Section 1.01 hereof, the “Senior Pledged Revenue”); and

WHEREAS, the Series 2021A<sub>(3)</sub> Senior Bonds are payable from and to the extent of the Senior Pledged Revenue on a basis wholly senior to the payment of the Bonds; and

WHEREAS, the revenue pledged to the Bonds shall be the Subordinate Pledged Revenue, which consists of the Senior Pledged Revenue available after payment in full of the Series 2021A<sub>(3)</sub> Senior Bonds; and

WHEREAS, the Series 2021A<sub>(3)</sub> Senior Bonds constitute “cash flow” obligations and, accordingly, all Senior Pledged Revenue will be applied to payment of the Series 2021A<sub>(3)</sub> Senior Bonds until the earlier of: (i) the date on which the Series 2021A<sub>(3)</sub> Senior Bonds are fully paid or (ii) the Senior Bond Termination Date and, accordingly, ***the Subordinate Pledged Revenue shall be zero*** until the earlier to occur of the foregoing; and

WHEREAS, the Bonds shall be subordinate special limited tax revenue obligations of the Authority, payable solely from and to the extent of the Subordinate Pledged Revenue; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the CABEA, the Service Plans of the Districts, the Act; and all other laws thereunto enabling; and

WHEREAS, the Authority has duly authorized the execution and delivery of this Indenture to provide for the issuance of the Bonds; and

WHEREAS, all things necessary to make the Bonds, when executed by the Authority and authenticated and delivered by the Trustee hereunder, the valid obligations of the Authority, and to make this Indenture a valid agreement of the Authority, in accordance with their and its terms, have been done.



**NOW, THEREFORE, THIS INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

The Authority, in consideration of the premises and of the mutual covenants herein contained, the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Owners thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium if any, and interest on the Bonds at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds, the Bond Resolution, and this Indenture, and to declare the terms and conditions upon and subject to which the Bonds are issued and secured, does hereby grant to the Trustee, and to its successors in trust, and to them and their assigns forever, the following (as more particularly defined hereafter, the “Trust Estate”):

**GRANTING CLAUSE FIRST:**

The Subordinate Pledged Revenue, the Subordinate Bond Fund, and all other moneys, securities, revenues, receipts, and funds from time to time held by the Trustee under the terms of this Indenture, subject to the provisions of Section 9.02 hereof, and a security interest therein; and

**GRANTING CLAUSE SECOND:**

All right, title, and interest of the Authority in and to the PILOT Covenant, the Revenue Pledge Agreements, the Authority Facilities Fee Resolution (but solely to the extent of the right, title and interest of the Authority in and to the Single-Family Residential Facilities Fees, as defined herein), all of which is subject to the prior lien rights of the owners of the Series 2021A<sup>(3)</sup> Senior Bonds and any other Senior Bonds, and any and all revenue of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, assigned, pledged, conveyed or transferred by the Authority as and for additional security hereunder, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

THE TRUSTEE SHALL HOLD the Trust Estate for the benefit of the Owners from time to time of the Bonds, as their respective interests may appear; and the property granted herein is also granted for the equal benefit, of all present and future Owners of the Bonds as if all the Bonds had been executed and delivered simultaneously with the execution and delivery of this Indenture;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners of the Bonds issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise (except as herein expressly provided) of any of the Bonds over any other of the Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors, or assigns, shall well and truly pay, or cause to be paid, the principal of, premium if any, and interest on the Bonds at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof; or shall provide, as permitted hereby and in accordance herewith, for the payment thereof by depositing with the Trustee or placing in escrow and in trust the entire amount due or to become due thereon, or certain securities as herein permitted, and shall well and truly keep, perform, and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed, and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise this Indenture shall be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered, and all said moneys, securities, revenues, receipts, and funds hereby pledged and assigned are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Bonds as follows:

## ARTICLE I

### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

**Section 1.01. Definitions.** In this Indenture, except as otherwise expressly provided (including in the foregoing recitals) or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“*2020A Prior Bond Indenture*” means the Indenture of Trust dated June 30, 2020 between the 2020A Prior Bond Trustee and the Authority.

“*2020A Prior Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as the trustee under the 2020A Prior Bond Indenture.

“*2020A Prior Bonds*” means the Special Tax Revenue Draw-Down Bonds, Series 2020A, issued in the total aggregate principal amount of up to \$165,159,327.00 by the Authority pursuant to the 2020A Prior Bond Indenture.

“*2020B Prior Bond Indenture*” means the Indenture of Trust dated June 30, 2020 between the 2020B Prior Bond Trustee and the Authority, as amended and supplemented pursuant to the First Supplemental Indenture of Trust between such parties dated December 30, 2020.

“*2020B Prior Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as the trustee under the 2020B Prior Bond Indenture.

“*2020B Prior Bonds*” means the Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B, issued in the aggregate principal amount of up to \$32,338,830.00 by the Authority pursuant to the 2020B Prior Bond Indenture.

“Act” means Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as may be amended from time to time.

“Additional Bonds” means (a) all obligations of the Authority for borrowed money and reimbursement obligations, (b) all obligations of the Authority which are payable from or constitute a lien or encumbrance on the Senior Pledged Revenue, the Subordinate Pledged Revenue, or any portion thereof, (c) all obligations of the Authority evidenced by bonds, debentures, notes, or other similar instruments, (d) all obligations of the Authority to pay the deferred purchase price of property or services, (e) all obligations of the Authority as lessee under leases which extend beyond the Authority’s then-current fiscal year, (f) certificates of participation, and (g) all obligations of others guaranteed by the Authority; provided that notwithstanding the foregoing, the term “Additional Bonds” does not include:

(i) obligations issued solely for the purpose of paying operations and maintenance costs of the Authority, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys for the payment therefor;

(ii) obligations issued for any purpose, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys therefor, except for certificates of participation;

(iii) obligations which are payable solely from the proceeds of Additional Bonds, when and if issued;

(iv) obligations payable solely from periodic, recurring service charges imposed by the Authority for the use of any Authority facility or service (but not including the Single-Family Residential Facilities Fees), which obligations do not constitute a debt or indebtedness of the Authority;

(v) obligations to reimburse any person in respect of surety bonds, financial guaranties, letters of credit, or similar credit enhancements (collectively, “Credit Enhancement(s)”) so long as (A) such Credit Enhancement is issued as security for any bonds, notes, or other obligations of the Authority permitted to be issued hereunder as provided in Section 4.04 hereof; (B) no reimbursement obligation under such Credit Enhancement exceeds the principal and/or interest actually paid on the bonds, notes, or other obligations secured thereby, and no reimbursement obligation arises unless and until such principal and/or interest is paid from a draw or other demand on such Credit Enhancement; and (C) such reimbursement obligations are payable from the same or fewer revenue sources, with the same or a subordinate lien priority, as the obligations secured by the Credit Enhancement(s); and

(vi) any operating leases, payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Authority.

“Administrative Fund” means “The Aurora Highlands Community Authority Board Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, Administrative Fund,”

established the provisions hereof for the purposes described herein, and includes therein the Costs of Issuance Account and the Working Capital Account.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 2) dated December \_\_\_\_, 2021 between ATEC No. 2 and the Authority.

“*ATEC No. 2 Election*” means the special election of the eligible electors of ATEC No. 2 held on November 5, 2019.

“*ATEC No. 2 Debt Service Revenues*” has the means assigned thereto in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Service Plan*” means the Service Plan for ATEC Metropolitan District Nos. 1 and 2, approved by the City of Aurora, Colorado on August 6, 2018, as may be amended and restated from time to time.

“*Aurora Highlands Development*” or “*The Aurora Highlands Development*” means real property located in the Service Area of the Authority and commonly known as The Aurora Highlands.

“*Aurora Highlands LLC*” means Aurora Highlands, LLC, a Nevada limited liability company and owner of certain real property in The Aurora Highlands Development, its successors and permitted assigns.

“*Authority*” means The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, and its successors and assigns.

“*Authority Accountant*” means (a) as of the date hereof, [Special District Management Services, Lakewood, Colorado], and (b) as of any other date, the firm or individual then serving as the accountant for the Authority.

“*Authority Facilities Fee Resolution*” means Resolution No. 2020-04-01 of the Board of Directors of The Aurora Highlands Community Authority Board Imposing Facilities Fees on Residential and Commercial Property adopted on April 16, 2020, as the same may be amended or supplemented from time to time.

“*Authority Representative*” means the Authority President or the person or persons at the time designated to act on behalf of the Authority by the Bond Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority by its President and attested by an Assistant Secretary, and any alternate or alternates designated as such therein.

“*Authorized Denominations*” means the amount of \$100,000 or any integral multiple of \$1.00 in excess thereof, provided that:

(a) no individual Bond of any series may be in an amount which exceeds the principal amount coming due on any maturity date for such series; and

(b) in the event a Bond is partially redeemed and the unredeemed portion is less than \$100,000, such unredeemed portion of such Bond may be issued in the largest possible denomination of less than \$100,000, in integral multiples of not less than \$1.00 each or any integral multiple thereof.

“*Available Permitted Draw Amount*” means, with respect to any Permitted Draw, an amount equal to \$\_\_\_\_\_ less the aggregate original principal amounts of all prior Permitted Draws.

“*Beneficial Owner*” means the Owner of a Bond.

“*Board*” means the Board of Directors of the Authority, being the governing body thereof.

“*Bond Counsel*” means, as of the date of issuance of the Bonds, Kutak Rock LLP, Denver, Colorado, and, as of any other date, Kutak Rock LLP, Denver, Colorado, or any other firm of nationally recognized municipal bond attorneys selected by the Authority and experienced in the issuance of municipal bonds and the exclusion of the interest thereon from gross income for federal income tax purposes.

“*Bond Purposes*” means the purposes for which Bonds may be issued under this Indenture as described in Section 2.09 hereof.

“*Bond Resolution*” means the resolution authorizing the issuance of the Bonds and the execution of this Indenture, certified by the Secretary or an Assistant Secretary of the Authority to have been duly adopted by the Authority and to be in full force and effect on the date of such certification, including any amendments or supplements made thereto.

“*Bonds*” means the Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, issued by the Authority in the aggregate maximum principal amount of up to \$[B-BOND PAR] pursuant to this Indenture and the Bond Resolution.

“*Business Day*” means a day on which the Trustee or banks or trust companies in Salt Lake City, Utah, or in New York, New York, are not authorized or required to remain closed and on which the New York Stock Exchange is not closed.

“*Certificated Bond(s)*” means each Bond issued hereunder in certificated physical form (in substantially the form of Exhibit A hereto) representing indebtedness of the Authority issued pursuant to Section 2.01 hereof and otherwise in accordance with the provisions of this Indenture.

“*CAB Obligations*” means the Bonds, the Series 2021B<sub>(3)</sub> Subordinate Bonds, and other bonds, loans, notes and other obligations issued by the Authority (a) for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital

Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Authority Board.

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement dated as of April 16, 2020 by and among the Authority, the Districts and ATEC No. 1.

“*CCRA*” means the Amended and Restated Capital Construction and Reimbursement Agreement dated December \_\_\_\_, 2021 between the Authority and the Landowner, which amends and restates in its entirety the Capital Construction and Reimbursement Agreement (In-Tract Improvements) between such parties dated June 24, 2020.

“*Certified Public Accountant*” means a certified public accountant within the meaning of Section 12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

“*City*” means the City of Aurora, Colorado.

“*City Council*” means the City Council of the City, being the governing body thereof.

“*Closing Date*” means the date on which the Bonds are issued.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

“*COI Advance*” has the meaning assigned to such term in Section 3.05(b)(i) hereof.

“*Colorado Governmental Immunity Act*” means Title 24, Article 10, Part 1, C.R.S.

“*Consent Party*” means the Owner of a Bond.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Coordinating District Election*” means, collectively, the special election of the eligible electors of the Coordinating District held on November 8, 2016 and November 7, 2017.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement (Coordinating District), dated as of the date of issuance of the Bonds, between the Coordinating District and the Authority.

“*Coordinating District Required Debt Service Mill Levy*” has the meaning assigned to such term in the Coordinating District Revenue Pledge Agreement.

“*Coordinating District Debt Service Revenues*” has the meaning assigned to such term in the Coordinating District Revenue Pledge Agreement.

“*Coordinating District Service Plan*” means the First Amended and Restated Service Plan for the Aerotropolis Area Coordinating Metropolitan District approved by the City Council of the City of Aurora, Colorado on October 16, 2017.

“*Costs of Issuance Account*” means the Costs of Issuance Account of the Administrative Fund established by the provisions hereof for the purposes set forth herein.

“*Counsel*” means a person, or firm of which such a person is a member, authorized in any state to practice law.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*Dated Date*” means the original issue date of a Bond issued under this Indenture, as set forth in the applicable Certificated Bond at the time of issue.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado.

“*District No. 1 Election*” means the special election of the eligible electors of District No. 1 held on November 8, 2016.

“*District No. 1 Debt Service Revenues*” has the meaning assigned to such term in the District No. 1 Revenue Pledge Agreement.

“*District No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 1) dated December \_\_\_, 2021 between District No. 1 and the Authority.

“*District No. 1 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended or restated from time to time.

“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado.

“*District No. 2 Election*” means the special election of the eligible electors of District No. 2 held on November 8, 2016.

“*District No. 2 Debt Service Revenues*” has the meaning assigned to such term in the District No. 2 Revenue Pledge Agreement.

“*District No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 2) dated December \_\_\_, 2021 between District No. 2 and the Authority.

“*District No. 2 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended or restated from time to time.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado.

“*District No. 3 Election*” means the special election of the eligible electors of District No. 3 held on November 8, 2016.

“*District No. 3 Debt Service Revenues*” has the meaning assigned to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 3) dated December \_\_\_, 2021 between District No. 3 and the Authority.

“*District No. 3 Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as may be amended and restated from time to time.

“*Districts*” means, collectively, the Coordinating District and the Financing Districts.

“*Draw*” means a specified amount of principal is deemed drawn on the Bonds and, accordingly, such principal amount is recognized by the Authority’s issuance of a Bond certificate in such principal amount, which Bond certificate is to be authenticated by the Trustee and otherwise issued as a Bond hereunder as provided in Section 2.01 hereof.

“*Draw Date*” means the date on which a Draw occurs, which date shall be set forth in the related Draw Date Memorandum.

“*Draw Date Memorandum*” means a closing memorandum relating to the applicable Draw prepared by D.A. Davidson & Co., as placement agent (or any other placement agent then engaged by the Authority), setting forth the details of the financial transactions underlying the Draw including, without limitation, the wiring instructions for the COI Advance and line items for the Draw Fees of the various consultants.

“*Draw Documents*” has the meaning set forth in Section 2.01(d) hereof.

“*Draw Fees*” means, with respect to any applicable Draw, the draw fees of (a) Kutak Rock LLP, as bond counsel (or any then-engaged bond counsel by the Authority); (b) D.A. Davidson & Co, as placement agent (or any then-engaged placement agent by the Authority); (c) McGeady Becher, P.C., as general counsel to the Authority, ATEC No. 1, ATEC No. 2 and the Coordinating District (or any then-engaged general counsel to the Authority, ATEC No. 1, ATEC No. 2 and the Coordinating District); (d) Collins Cockrel & Cole, as general counsel to District No, 1, District No. 2 and District No. 3 (or any then-engaged general counsel to District No. 1, District No. 2 and District No. 3); (e) the Trustee; and (f) any other costs and expenses of the Authority, the Trustee and each District relating to such Draw, which fees, costs and expenses shall be set forth in the Draw Date Memorandum relating to such Draw.

“*Draw Period*” means the period of time from the Closing Date to, but not including, the date which is the 36-month anniversary of the Closing Date; provided, however, that in the event that less than 15% of the maximum principal amount of the Bonds authorized hereunder remains



undrawn on the 36-month anniversary of the Closing Date, the Draw Period may be extended from the Closing Date to, but not including, the date which is the 60-month anniversary of the Closing Date with the written consent of the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding and such other items as may be required by Bond Counsel.

“*Effective Interest Rate*” means, as of any date of calculation and with respect to any obligations for which the Effective Interest Rate is to be calculated hereunder, the total remaining Interest Cost for such obligations divided by the sum of the products derived by multiplying the remaining principal amount of each such obligation maturing on each maturity date by the number of years from the date of calculation to their respective maturities. In all cases, Effective Interest Rate shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations, but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory sinking fund redemption amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date for purposes of this definition.

“*Election*” means any one of the Elections, as the context requires.

“*Elections*” means, collectively, (a) the Coordinating District Elections; (b) the District No. 1 Election; (c) the District No. 2 Election; (d) the District No. 3 Election; and (e) the ATEC No. 2 Election.

“*Event of Default*” means any one or more of the events set forth in Section 8.01 hereof.

“*Facilities Funding Agreement*” means the First Amended and Restated Facilities Funding and Acquisition Agreement, dated as of August 23, 2018, between Aurora Highlands LLC and the Coordinating District, *which is to be terminated by the parties thereto prior to issuance of the Bonds.*

“*Favorable Opinion of Bond Counsel*” means an opinion of Bond Counsel in substantially the form attached as Exhibit C hereto.

“*Federal Securities*” means direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Financing Districts*” means, collectively, (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) ATEC No. 2, and (e) if and to the extent that the Coordinating District is obligated to impose the Coordinating District Required Debt Service Mill Levy under the Coordinating District Revenue Pledge Agreement, the Coordinating District.

“*Final Maturity Date*” means December 15, 2061, being the final maturity date of the Bonds.

“*First Subordinate Bond Payment Date*” means December 15 of the first year in which no Series 2021A<sup>(3)</sup> Senior Bond is outstanding under the Series 2021A<sup>(3)</sup> Senior Bond Indenture, *provided, however*, that if any other Senior Bonds are then outstanding, the payment of the Bonds will be subject to the limitations of the governing instrument(s) pursuant to which such other Senior Bonds were issued.

“*GAAP*” means generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board.

“*Indenture*” means this Indenture of Trust as originally executed or as it may from time to time be supplemented or amended by one or more amendments or indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

“*Index*” means the MMD BBB, 30-year index.

“*Interest Rate*” means, as of each Interest Reset Date, the sum of the Index (as of such Interest Reset Date) plus 5.00%, as determined by the Placement Agent and set forth in the applicable Draw Date Memorandum.

“*Interest Reset Date*” means the date which is five (5) Business Days prior to the date on which a Draw occurs hereunder.

“*Purchaser*” means Aurora Highlands LLC, in its capacity as the initial purchaser of the Bonds.

“*Investor Letter*” means a letter in substantially the form set forth in Appendix A to the Form of Bond attached as Exhibit A hereto, which shall be executed and provided to the Authority by: (a) the Purchaser in connection with its purchase of the Bonds, and (b) each transferee of any Bond issued hereunder in connection with and prior to the transfer thereof.

“*Interest Cost*” means, with respect to any relevant obligation or obligations, the total amount of interest to accrue on such obligations (including compounded interest) from the date of calculation to their respective maturities. In all cases Interest Cost shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations, but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory sinking fund redemption amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), for purposes of this definition, 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date, and no interest shall be assumed to be paid prior to such final stated maturity date (rather, interest shall assume to accrue and compound to such final stated maturity date in accordance with the applicable documents authorizing such obligation).

“*Interest Payment Date*” means December 15 of each year, commencing on the First Subordinate Bond Payment Date and continuing through the Final Maturity Date.

“*Junior Lien Bonds*” means any Additional Bonds having a lien upon the Subordinate Pledged Revenue or any part thereof junior and subordinate to the lien thereon of the Bonds (and any other Subordinate Bonds), payable only after the date on which no Bond is Outstanding under this Indenture (and subject to any additional limitations imposed by any instrument pursuant to which additional Subordinate Bonds are issued). For purposes of this definition, Additional Bonds having a lien upon the District’s ad valorem tax revenues shall be considered obligations having a lien upon the Subordinate Pledged Revenue or any part thereof. Any Junior Lien Bonds hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District.

“*Landowner*” means Aurora Highlands LLC, a Colorado limited liability company.

“*Last Residential District*” means the Residential District which is the last of the Residential Districts to impose its debt service mill levy as determined in accordance with the respective obligations of each Residential District under its respective Revenue Pledge Agreement.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority, the Districts and ATEC No. 1 to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates, with the prior approval of the Authority, updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“*Mandatory Redemption Date*” has the meaning set forth in Section 3.06(c) hereof.

“*Official Public Records*” means the public records of the Clerk and Recorder of Adams County, Colorado.

“*Outstanding or Outstanding Bonds*” means, as of any particular time, all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation because of payment at maturity or prior redemption;

(b) Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been theretofore deposited with the Trustee, or Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been placed in escrow and in trust; and

(c) Bonds in lieu of which other Bonds have been authenticated and delivered pursuant to Section 2.09 or Section 2.13 hereof.

“*Owner(s) or Owner(s) of Bonds*” means the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Trustee.

“*Oxnard*” means Oxnard Financial, LLC, a Nevada limited liability company.

“*Payment Information*” has the meaning set forth in Section 12.03(a) hereof.

“*Permitted Draw*” means a Draw authorized by the Authority to be Outstanding as of a particular Draw Date.

“*Permitted Draw Amount*” means an amount which: (i) does not exceed the Available Permitted Draw Amount, and (ii) is not less than \$100,000.

“*Permitted Draw Certificate*” means, with respect to any Permitted Draw, a completed certificate in the form attached as Exhibit B hereto executed by the Authority Representative.

“*Permitted Investments*” means any investment or deposit the Authority is permitted to make under then applicable law.

“*Permitted Refunding Bonds*” means obligations of the Authority issued for refunding or refinancing purposes, which refunding obligations, if and when issued, shall constitute Senior Bonds, so long as each of the following conditions are met:

(a) Such refunding obligations are issued solely for the purpose of refunding in whole, the Series 2021A<sub>(3)</sub> Senior Bonds, or refunding in part, the Bonds, and paying costs in connection therewith, which costs may include amounts sufficient to pay all expenses in connection with such refunding or refinancing, to fund reserve funds and similar funds, and to pay the costs of letters of credit, credit facilities, interest rate exchange agreements, bond insurance, or other financial products pertaining to such refunding or refinancing.

(b) The sizing and feasibility of such refunding obligations is supported by the data and conclusions set forth in the following (collectively, the “Reports”):

(i) a market study prepared by an independent third party with expertise in conducting such studies in the Denver metropolitan area; and

(ii) a financial forecast prepared by a Certified Public Accountant (which may or may not be independent with respect to the Authority).

(c) The Reports further demonstrate that, based on an assumption that such refunding obligations are issued, the repayment in full of (i) that portion of the Bonds which will remain outstanding after the issuance of such refunding obligations; (ii) all other outstanding Subordinate Bonds, and (C) any outstanding Junior Lien Bonds (collectively, “Subordinate/Junior Debt”) will occur by a date which is earlier than the date on which such Subordinate/Junior Debt would otherwise be paid in full absent the issuance of such refunding obligations.

(d) Such refunding obligations are payable: as to interest, on June 1 and December 1 each year and, as to principal, on December 1 of each year.

(e) Such refunding obligations are not subject to acceleration.

(f) The ad valorem mill levy pledged to the payment of the refunding obligations is not higher than and is subject to the same deductions and adjustments as the ad valorem mill levy pledged to the payment of the Series 2021A<sub>(3)</sub> Senior Bonds.

(g) The remedies for defaults under such refunding obligations are substantially the same as the remedies applicable to the Series 2021A<sub>(3)</sub> Senior Bonds.

(h) The conditions to the issuance of additional Senior Bonds, as set forth in the Series 2021A<sub>(3)</sub> Senior Bonds Indenture, are satisfied.

“*PILOT*” means the payment in lieu of taxes imposed pursuant to the PILOT Covenant.

[“*PILOT Covenant*” means certain Declaration of Payment in Lieu of Taxes made as of June 29, 2020 by Green Valley East, LLC, a Colorado limited liability company, GVRE 470 LLC, a Colorado limited liability company, GVR King LLC, a Colorado limited liability company, SJSA Investments, LLC, a Nevada limited liability company, GVR King Commercial, LLC, a Colorado limited liability company, Aurora Highlands, LLC, a Nevada limited liability company, Aurora Highlands Holdings, LLC, a Colorado limited liability company, Aurora Tech Center Holdings, LLC, a Colorado limited liability company, and Aurora Tech Center Development, LLC, a Colorado limited liability company and recorded on June 30, 2020, at Reception No. 2020000059148 in the Adams County records, [as amended pursuant to \_\_\_\_\_], providing for a payment in lieu of taxes charged against certain real and personal property described therein, which real and personal property has been deemed by the County Assessor to be exempt from payment of ad valorem taxes, all as set forth in the PILOT Covenant.]

“*PILOT Revenues*” means all revenue derived from the imposition and collection of the PILOT in accordance with the PILOT Covenant.

“*Placement Agent*” means D.A. Davidson & Co., of Denver, Colorado.

“*Project*” means the design, planning, construction and acquisition of the public infrastructure improvements serving and supporting the development of real property within the Service Area of the Authority, including the Aurora Highlands Development, in furtherance of effectuating the Long Term Capital Improvements Plan.

“*Project Costs*” means the Authority’s costs properly attributable to the Project or any part thereof, subject to the provisions of the Tax Compliance Certificate, including, without limitation, reimbursement or payment of such costs in accordance with any funding and advance agreement (or other similar agreements):

(a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;

(b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;

- (c) administrative and general overhead costs;
- (d) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (e) the costs, fees, and expenses of printers, engineers, architects, construction management, financial consultants, accountants, legal advisors, or other agents or employees;
- (f) the costs of publishing, reproducing, posting, mailing, or recording documents;
- (g) the costs of contingencies or reserves;
- (h) the costs of issuing the Bonds and the Series 2021A<sub>(3)</sub> Senior Bonds;
- (i) the costs of amending this Indenture, the Bond Resolution, the Series 2021A<sub>(3)</sub> Senior Bond Indenture, or any other instrument relating to the Bonds, the Series 2021A<sub>(3)</sub> Senior Bonds or the Project;
- (j) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- (k) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- (l) the costs of demolition, removal, and relocation;
- (m) the costs of organizing the Authority, to the extent deemed capital expenditures under GAAP; and
- (n) all other lawful costs as determined by the Board.

“*Public Improvements*” means the public infrastructure improvements serving and supporting the development of real property in the Service Area of the Authority, including The Aurora Highlands Development.

“*Purchaser*” means the Landowner, as the initial purchaser of all Bonds issued hereunder.

“*Record Date*” means the last day of the calendar month immediately preceding each Interest Payment Date.

“*Refunded Bonds*” means, collectively, the 2020A Prior Bonds and the 2020B Prior Bonds, which obligations are being refunded, on a current basis, with a portion of the proceeds of the Series 2021A<sub>(3)</sub> Senior Bonds.

“*Residential District*” or “*Residential Districts*” means (a) in the singular tense, one of District No. 1, District No. 2 or District No. 3; and (b) in the plural tense, means all of District No. 1, District No. 2 and District No. 3, collectively.

“*Revenue Pledge Agreements*” means, collectively, (a) the District No. 1 Revenue Pledge Agreement; (b) the District No. 2 Revenue Pledge Agreement; (c) the District No. 3 Revenue Pledge Agreement; (d) the ATEC No. 2 Revenue Pledge Agreement; and (e) the Coordinating District Revenue Pledge Agreement.

“*Senior Bond Termination Date*” has the meaning assigned to the defined term “Termination Date” in Section 1.01 of the Series 2021A<sub>(3)</sub> Senior Bond Indenture.

“*Senior Bond Year*” means the period commencing on December 2 of any applicable year through and including December 1 of the immediately succeeding year.

“*Senior Bonds*” means the Series 2020A<sub>(3)</sub> Senior Bonds and any Additional Bonds having a lien upon the Senior Pledged Revenue or any part thereof on parity with the lien thereon of the Series 2021A<sub>(3)</sub> Senior Bonds and superior to the lien of the Bonds. For purposes of this definition, Additional Bonds having a lien upon the District’s ad valorem tax revenues shall be considered obligations having a lien upon the Senior Pledged Revenue or any part thereof. Any Senior Bonds hereafter issued shall be issued only in accordance with the applicable provisions of Section 4.04 hereof, and may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District.

“*Senior Indenture*” means (a) with respect to the Series 2021A<sub>(3)</sub> Senior Bonds, the Series 2020A<sub>(3)</sub> Senior Bond Indenture and (b) with respect to any other Senior Bonds, the governing instrument pursuant to which such other Senior Bonds are issued and secured.

“*Senior Pledged Revenue*” means, collectively, all of the following:

- (a) the District No. 1 Debt Service Revenues;
- (b) the District No. 2 Debt Service Revenues;
- (c) the District No. 3 Debt Service Revenues;
- (d) the ATEC No. 2 Debt Service Revenues;
- (e) the Single-Family Residential Facilities Fees; and
- (f) the Coordinating District Debt Service Revenues.

“*Series 2021A<sub>(3)</sub> Senior Bond Indenture*” means that certain Indenture of Trust dated as of the date of issuance of the Series 2021A<sub>(3)</sub> Senior Bonds between the Authority and the Series 2021A<sub>(3)</sub> Senior Bond Trustee pursuant to which the Series 2021A<sub>(3)</sub> Senior Bonds are issued.

“*Series 2021A<sub>(3)</sub> Senior Bond Fund*” has the meaning assigned to the defined term “Bond Fund” in Section 1.01 of the Series 2021A<sub>(3)</sub> Senior Bond Indenture and, if any other Senior Bonds are issued, includes the bond fund or similar fund or account established for payment of such other Senior Bonds.

“*Series 2021A<sub>(3)</sub> Senior Bond Trustee*” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as trustee, paying agent and registrar under the Series 2021A<sub>(3)</sub> Senior Bond Indenture.

“*Series 2021A<sub>(3)</sub> Senior Bonds*” means the Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub>, issued by the Authority in the aggregate maximum principal amount of \$[188,668,000] pursuant to the Series 2021A<sub>(3)</sub> Senior Bond Indenture.

“*Service Plans*” means, collectively, the Coordinating District Service Plan, the District No. 1 Service Plan, the District No. 2 Service Plan, the District No. 3 Service Plan and the ATEC No. 2 Service Plan.

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Single-Family Residential Facilities Fees*” means the Single-Family Residential Facilities Fees imposed and collected by the Authority pursuant to the Authority Facilities Fee Resolution in the amount and rate in effect as of the date of this Indenture. *For avoidance of doubt*, (i) no other facilities fees imposed by the Authority Facilities Fee Resolution shall constitute Senior Pledged Revenue or Subordinate Pledged Revenue, and (ii) no revenue derived from an increase after the date of this Indenture in the amount or rate of the Single-Family Residential Facilities Fee shall constitute Senior Pledged Revenue or Subordinate Pledged Revenue.

“*Special District Act*” means Title 32, Article 1, C.R.S.

“*Special Record Date*” means the record date for determining Bond ownership for purposes of Section 2.01(e) hereof, as such date may be determined by the Trustee.

“*State*” means the State of Colorado.

“*Subordinate Bond Fund*” means the “The Aurora Highlands Community Authority Board Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub>, Bond Fund,” established by the provisions hereof for the purpose of paying the principal of, premium if any, and interest on the Bonds.

“*Subordinate Bonds*” means the Bonds and any other bonds, notes, debentures, or other multiple fiscal year financial obligations having a lien on the Subordinate Pledged Revenue or any part thereof on parity with the lien thereon of the Bonds, and payable in whole or in part from the Subordinate Pledged Revenue available under clause SECOND of Section 3.04(b) hereof. For purposes of this definition, Additional Bonds having a lien upon the District’s ad valorem tax revenues shall be considered obligations having a lien upon the Subordinate Pledged Revenue or any part thereof. Any Subordinate Bonds hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District.

“*Subordinate Bond Year*” means the period commencing on December 16 of any calendar year through and including December 15 of the immediately succeeding calendar year, provided that the initial Subordinate Bond Year shall be the period commencing on the First Subordinate



Bond Payment Date through and including December 15 of the immediately succeeding calendar year.

*“Subordinate Pledged Revenue”* means:

(a) all Senior Pledged Revenue available and remaining on and after the first date on which no Series 2021A<sup>(3)</sup> Senior Bonds are “outstanding” (within the meaning of the Series 2021A<sup>(3)</sup> Senior Bond Indenture); and

(b) with respect to any other Senior Bonds, the Senior Pledged Revenue remaining in each Senior Bond Year after: (i) payment of (or provision for the payment of) the principal of and interest on such Senior Bonds due and coming due in such Senior Bond Year; (ii) replenishment of any debt service reserve fund securing such Senior Bonds to its required reserve; (ii) the funding of any surplus fund or similar fund securing such Senior Bonds to its required amount, all as provided in the governing instrument(s) pursuant to which such other Senior Bonds are issued; provided, however, that if any other Senior Bonds are issued as “cash flow” obligations (meaning that such bonds or other obligations have no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions); and

(c) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Subordinate Pledged Revenue.

*“Supplemental Act”* means the “Supplemental Public Securities Act,” being Title 11, Article 57, Part 2, C.R.S.

*“Tax Certificate”* means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code.

*“Termination Date”* means December 16 of the year that is the seventieth (70<sup>th</sup>) year after the year in which ATEC No. 2 first imposed its debt service mill levy, provided that such date shall not be earlier than the last year in which the Last Residential District imposes its debt service mill levy, being the date on which no further payments will be due on the Bonds, regardless of the amount of principal and interest paid prior to that date, as more particularly provided in Section 7.03 hereof.

*“Trust Estate”* means the moneys, securities, revenues, receipts, and funds transferred, pledged, and assigned to the Trustee pursuant to the Granting Clauses hereof.

*“Trustee”* means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as trustee hereunder, or any successor trustee, appointed, qualified, and acting as trustee, paying agent, and bond registrar under the provisions of this Indenture.

*“Trustee Fees”* means the amount of the fees and expenses of the Trustee charged or incurred in connection with the performance of its ordinary services and duties rendered hereunder (and under any other indenture entered into by the Authority in connection with the issuance of additional indebtedness), as the same become due and payable as described in Section 9.02(a)

hereof, but not in excess of \$\_\_\_\_\_ annually for each series of Subordinate Bonds and \$\_\_\_\_\_ annually for each series of Senior Bonds, *provided, however*, that this definition does not include expenses incurred by the Trustee in connection with the performance of extraordinary services and duties as described in Section 9.02(b) hereof, which expenses shall be payable by the Authority in accordance with the provisions of such Section 9.02(b) hereof or the applicable provisions of any other indenture.

“*Verified Costs*” has the meaning assigned to such term in the CCRA.

“*Working Capital Account*” means the Working Capital Account of the Administrative Fund established by the provisions hereof for the purposes set forth herein.

“*Working Capital Advance*” has the meaning assigned to such term in Section 3.05(c)(i) hereof.

“*Working Capital Costs*” means, for any period, the fees and costs incurred by the Authority for accounting, legal, engineering and other consultants to the extent such fees and costs constitute capital costs under generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board, as determined by the Authority Accountant.

**Section 1.02. Interpretation.** In this Indenture, unless the context otherwise requires:

(a) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar term, refer to this Indenture as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture;

(b) words of the masculine gender include correlative words of the feminine and neuter genders; words importing the singular number include the plural number and vice versa; and the word “person” or similar term includes, but is not limited to, natural persons, firms, associations, corporations, partnerships, and public bodies;

(c) the captions or headings of this Indenture, and the table of contents appended to copies hereof, are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Indenture;

(d) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(e) all exhibits referred to herein are incorporated herein by reference.

**Section 1.03. Computations.** Unless the facts shall then be otherwise, all computations required for the purposes of this Indenture shall be made on the assumption that: (a) the principal of and interest on all Bonds shall be paid as and when the same become due as therein and herein provided; and (b) all credits required by this Indenture to be made to any fund shall be made in the amounts and at the times required.

**Section 1.04. Exclusion of Bonds Held By The Authority.** In determining whether the Consent Parties with respect to the requisite principal amount of the Outstanding Bonds have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Bonds for which the Authority is the Consent Party or the entity entitled to direct the actions of the Consent Party shall be disregarded and deemed not to be Outstanding.

**Section 1.05. Certificates and Opinions.**

(a) Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (i) a statement that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether the covenant or condition has been complied with; (iv) a statement as to whether, in the opinion of such person, the condition or covenant has been complied with; and (v) an identification of any certificate or opinion relied on in such certificate or opinion.

(b) Any opinion of Counsel may be qualified by reference to the constitutional powers of the United States of America, the police and sovereign powers of the State, judicial discretion, bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights or municipal corporations or similar matters.

(c) In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

(d) Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(e) When any person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated to form one instrument.

**Section 1.06. Acts of Consent Parties.**

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Consent Parties may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Consent Party in person or by agent duly appointed in writing; and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, the Authority. Proof of execution of any such instrument or of a writing appointing any such agent made in the manner set forth in paragraph (b) hereof shall be sufficient for any purpose of this Indenture and (subject to Section 9.01 hereof) conclusive in favor of the Trustee and the Authority.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(c) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by the Consent Parties with respect to a specified percentage or portion of the Outstanding Bonds shall be conclusive and binding upon all present and future Owners and Consent Parties if the Consent Parties with respect to the specified percentage or portion of the Outstanding Bonds take such action in accordance herewith; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder. In addition, any request, demand, authorization, direction, notice, consent, waiver, or other action by any Consent Party (notwithstanding whether such action was also taken by any other Owner or Consent Party) shall bind the Owner and the Consent Party, and the Owner of and Consent Party with respect to every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder.

**Section 1.07. Indenture to Constitute Contract.** This Indenture shall constitute a contract among the Authority, the Trustee, and the Owners, and shall remain in full force and effect until the Bonds are no longer Outstanding hereunder.

**ARTICLE II**

**THE BONDS**

**Section 2.01. Authorization of Bonds; Bond Issuance on Draw Date.**

(a) In accordance with the Constitution of the State; the Act; the Supplemental Act; and all other laws of the State thereunto enabling, there shall be issued the Bonds for the purposes hereinafter stated. The aggregate principal amount of the Bonds that may be authenticated and delivered under this Indenture is limited to and shall not exceed \$[B-BOND PAR], except as provided in Sections 2.09 and 2.13 hereof. Bonds shall be issued hereunder only on a Draw Date in connection with a Draw.

(b) All Bonds issued to evidence a Draw thereon shall be issued only: (i) to the Landowner, as Purchaser thereof, and to no other person; (ii) for one or more of the Bond Purposes (a set forth in Section 2.06 hereof); and (iii) in a principal amount constituting a Permitted Draw Amount.

(c) Only one Draw Date in any calendar year shall be permitted, and no Draw Date shall occur during the 45-day period prior to and including any Mandatory Redemption Date. Draws may only be made during the Draw Period.

(d) Each Bond issued hereunder shall be recognized by the Purchaser as payment by the Authority of the items specified in the applicable Draw Date Memorandum, which shall consist solely of things constituting one or more Bond Purposes.

(e) Upon receipt by the Trustee of each of the following (collectively, the “Draw Documents”), the Trustee is, on the applicable Draw Date, authorized and directed to authenticate the Bond certificate described in Section 2.01(d)(iv) below and deliver a Certificated Bond to the Purchaser in the principal amount of the applicable Draw as set forth in the Draw Date Memorandum, and to register the ownership of such Bond in the name of the Purchaser:

(i) a Permitted Draw Certificate related thereto in substantially the form attached as Exhibit B hereto;

(ii) a Draw Date Memorandum;

(iii) a resolution adopted by the Board authorizing the issuance of a Bond hereunder in connection with the applicable Draw, and designating the officers authorized to execute and deliver such Bond;

(iv) a Bond certificate in substantially the form of Exhibit A hereto, reflecting the amount of the Draw and other Bond terms as set forth in Section 2.02 below, executed by the officers of the Authority so authorized in the applicable resolution, with the Authority’s seal affixed thereto; and

(v) a Favorable Opinion of Bond Counsel in substantially the form attached as Exhibit C hereto.

## **Section 2.02. Bond Details and Terms.**

(a) The Bonds constitute CAB Obligations within the meaning of the Revenue Pledge Agreements.

(b) The Bonds shall be issued only as fully registered Bonds, without coupons, in Authorized Denominations. Unless the Authority directs otherwise, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by “RB-.”

(c) The Bonds shall be dated as of their respective Dated Dates and bear interest at the Interest Rate (as defined in Section 1.01 hereof), calculated on the basis of a 360-day year of twelve 30-day months, payable to the extent of Subordinate Pledged Revenue available therefor on December 15 of each year, commencing on the First Subordinate Bond Payment Date, and shall mature on December 15, 2061.

(d) Pursuant to the limitations of the Elections, the maximum interest rate authorized for this issue of Bonds is 18.00% per annum, and the actual interest rate of the Bonds does not exceed such maximum rate. In addition, the maximum repayment cost of the Bonds does not exceed the limitations of the Election and the maximum annual debt service on the Bonds does not exceed the maximum annual tax increases authorized by the Election.

### **Section 2.03. Payment of Bonds; Termination Date and Discharge.**

(a) The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

(b) Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee, provided that the Authority shall not be required to make funds available to the Trustee prior to the dates on which such interest would otherwise be payable hereunder, nor to incur any expenses in connection with such alternative means of payment.

(c) **Notwithstanding anything herein to the contrary, all of the Bonds and interest thereon shall be deemed paid, satisfied, and discharged on the Termination**

**Date, regardless of the amount of principal and interest paid prior to the Termination Date, as more particularly provided in Section 7.03 hereof.** The foregoing shall not relieve the Authority of its obligation to use its commercially reasonable best efforts to cause each of the Financing Districts to honor their respective obligations to impose debt service mill levies and otherwise perform their obligations in accordance with their respective Revenue Pledge Agreements, and to apply the Subordinate Pledged Revenue in the manner required by this Indenture on and prior to the Termination Date.

(d) Subject to the provisions of Sections 2.03(c) and 7.03 hereof with respect to the discharge of all Bonds on the Termination Date, to the extent principal of any Bond is not paid on or prior to the maturity date of such Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by the Bond, and to the extent interest on any Bond is not paid when due, such interest shall compound annually on each Interest Payment Date, at the rate then borne by the Bond; provided however, that notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer Outstanding upon the payment by the Authority of such amount.

**Section 2.04. Form of Bonds; Physical Certificated Bonds.**

(a) Each Bond issued hereunder shall be issued as a fully registered Bond in physical certificated form (as more particularly defined in Section 1.01 hereof, each, a “Certificated Bond(s)”), and there shall be no securities depository for the Bonds.

(b) Subject to the provisions of this Indenture, the Bonds shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, and insertions as may be required by the circumstances, be required or permitted by this Indenture, or be consistent with this Indenture and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. The Authority may cause a copy of the text of the opinion of Bond Counsel to be printed on the Bonds. Pursuant to the recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds. The Bonds may bear such other endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

**Section 2.05. Purpose of Issuance of Bonds.** The Bonds are being issued for the purposes of: (a) paying or reimbursing Project Costs; (b) paying the original costs of issuance of the Bonds on their date of issuance; (c) paying Draw Fees; and (d) paying Working Capital Costs (the “Bond Purposes”).

**Section 2.06. Trustee as Paying Agent and Bond Registrar.**

(a) The Trustee shall perform the functions of paying agent and authenticating registrar with respect to the Bonds. The Trustee shall establish the registration books for

the Bonds and thereafter maintain such books in accordance with the provisions hereof. The Authority shall cause the Placement Agent to provide the Trustee with an initial registry of the Owners within a reasonable time prior to delivery of the Bonds. The Authority shall be permitted to review the registration books at any time during the regular business hours of the Trustee and, upon written request to the Trustee, shall be provided a copy of the list of Owners of the Bonds. Upon the termination of this Indenture, the Trustee shall promptly return such registration books to the Authority.

(b) The Trustee shall make payments of principal and interest on the Bonds on each date established herein for payment thereof, in the manner and from the sources set forth herein.

(c) The Trustee will register, exchange, or transfer (collectively “transfer”) the Bonds in the manner provided herein. The Trustee reserves the right to refuse to transfer any Bond until it is satisfied that the endorsement on the Bond is valid and genuine, and for that purpose it may require a guarantee of signature by a firm having membership in the Midwest, New York, or American Stock Exchange, or by a bank or trust company or firm approved by it. The Trustee also reserves the right to refuse to transfer any Bond until it is satisfied that the requested transfer is legally authorized, and it shall incur no liability for any refusal in good faith to make a transfer which it, in its judgment, deems improper or unauthorized.

(d) In the event the Authority receives any notice or order which limits or prohibits dealing in the Bonds, it will immediately notify the Trustee of such notice or order and give a copy thereof to the Trustee.

(e) In any circumstances concerning the payment or registration of the Bonds not covered specifically by this Indenture, the Trustee shall act in accordance with federal and state banking laws and its normal procedures in such matters.

**Section 2.07. Execution of Bonds; Signatures.** The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or facsimile of its corporate seal, and attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority. In case any officer who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bonds have been authenticated by the Trustee or delivered or sold, such Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee and delivered, and may be sold by the Authority, as though the person or persons who signed such Bonds had remained in office.

**Section 2.08. Persons Treated as Owners.** The Authority and the Trustee may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Trustee shall be affected by notice to the contrary.

**Section 2.09. Lost, Stolen, Destroyed, or Mutilated Bonds.** Any Bond that is lost, stolen, destroyed, or mutilated may be replaced (or paid if the Bond has matured or come due by reason of prior redemption) by the Trustee in accordance with and subject to the limitations of



applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Trustee. In the event any such lost, stolen, destroyed, or mutilated Bond shall have become due for payment, instead of issuing a replacement Bond as provided above, the Trustee may pay the same, and may charge the Owner the reasonable fees and expenses of the Trustee in connection therewith.

**Section 2.10. Delivery of Bonds.** Upon the execution and delivery of this Indenture, the Authority shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or for the account of the purchasers thereof, as directed by the Authority and in accordance with a written certificate of the Authority.

**Section 2.11. Trustee's Authentication Certificate.** The Trustee's certificate of authentication upon the Bonds shall be substantially in the form and tenor set forth in Exhibit A attached hereto. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit hereunder unless and until a certificate of authentication on such Bond substantially in such form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

**Section 2.12. Registration, Exchange, and Transfer of Bonds.**

(a) The Trustee shall act as bond registrar and maintain the books of the Authority for the registration of ownership of each Bond as provided herein.

(b) No Bond nor any interest therein shall be transferred except by operation of law or to an entity which, at the time of transfer is an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), (7) or (8) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933.

(c) Prior to the transfer of any Bond, the transferee thereof shall execute an Investor Letter.

(d) Bonds may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books. In all cases of the transfer of a Bond, the Trustee shall enter the transfer of ownership in the registration books, and shall authenticate and deliver in the name of the transferee or

transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions hereof.

(e) The Trustee shall charge the Owner of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(f) The Authority and Trustee shall not be required to issue or transfer any Bonds: (i) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing Interest Payment Date, or (ii) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

(g) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

**Section 2.13. Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture and upon payment of the principal amount, premium if any, and interest due thereon, or whenever any Outstanding Bond shall be delivered to the Trustee for transfer pursuant to the provisions hereof, such Bond shall be cancelled by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

**Section 2.14. Non-presentment of Bonds.** In the event any Bonds, or portions thereof, shall not be presented for payment when the principal thereof becomes due, either at maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof, including accrued interest thereon, shall have been deposited into the Subordinate Bond Fund or otherwise made available to the Trustee for deposit therein, then on and after the date said principal becomes due, all interest thereon shall cease to accrue and all liability of the Authority to the Owner or Owners thereof for the payment of such Bonds, shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds in a separate trust account for the benefit of the Owner or Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Indenture with respect to said Bond or on, or with respect to, this Indenture. Such moneys shall not be required to be invested during such period by the Trustee. If any Bond shall not be presented for payment within the period of three years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the Authority the funds theretofore held by it for payment of such Bond and payment of such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority. The obligations of the Trustee under this Section shall be subject,

however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

### ARTICLE III

#### REVENUES AND FUNDS

**Section 3.01. Source of Payment of Bonds.** The Bonds shall constitute special limited tax revenue obligations of the Authority. All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable solely from and to the extent of the Subordinate Pledged Revenue, including all moneys and earnings thereon held in the funds and accounts created hereunder, and the Subordinate Pledged Revenue is hereby pledged to the payment of the Bonds. The Bonds shall constitute an irrevocable lien upon the Subordinate Pledged Revenue and the moneys and earnings thereon held in the funds and accounts herein created, but not necessarily an exclusive such lien.

**Section 3.02. Creation Funds and Accounts.** There are hereby created the following funds and accounts, which shall be established, held and maintained by the Trustee in accordance with the provisions of this Indenture:

- (a) the Administrative Fund, and therein, the Costs of Issuance Account and the Working Capital Account; and
- (b) the Subordinate Bond Fund.

**Section 3.03. No Bond Proceeds.** The Bonds constitute draw down obligations of the Authority, and the principal amount thereof at issuance is zero. Accordingly, there are no proceeds of the Bonds. Bonds shall be issued hereunder in accordance with the provisions of Section 2.01 hereof.

**Section 3.04. Flow of Funds.**

(a) The District shall transfer or cause to be transferred all amounts comprising Subordinate Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, but in no event later than the fifteenth (15<sup>th</sup>) day of the calendar month immediately succeeding the calendar month in which such Subordinate Pledged Revenue is received by the District. **IN NO EVENT IS THE DISTRICT PERMITTED TO WITHHOLD ANY PORTION OF THE SUBORDINATE PLEDGED REVENUE OR TO APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS SET FORTH IN THIS INDENTURE.**

(b) The Trustee shall, in each Subordinate Bond Year, apply the Subordinate Pledged Revenue in the order of priority set forth in clauses FIRST through SECOND below and, for purposes of such application: (i) with respect to the priorities established below, no Subordinate Pledged Revenue shall flow to a lower priority until all of the higher priorities have been fully funded; (ii) when credits or disbursements to more than one fund, account, or purpose are required at any single priority level, such credits and disbursements shall rank *pari passu* with each other; and (iii) when credits or disbursements are required

to go to funds or accounts which are not held by the Trustee under this Indenture, the Trustee may rely upon the written instructions of the District with respect to the appropriate funds or accounts to which such credits or disbursements are to be made.

**FIRST:** To the Trustee, an amount sufficient to pay the Trustee Fees then due and payable.

**SECOND:** To the credit of the Subordinate Bond Fund, all amounts remaining in the then current Subordinate Bond Year after the payment set forth in clause FIRST above; *provided, however*, that if any additional Subordinate Bonds are then outstanding, the amount available at this clause SECOND shall be allocated in accordance with the provisions of Section 3.06(a) below.

**Section 3.05. Administrative Fund.** The Administrative Fund and the accounts therein shall be maintained by the Trustee in accordance with the provisions hereof. The Administrative Fund is divided into the Costs of Issuance Account and the Working Capital Account.

(a) ***Costs of Issuance Account.***

(i) With respect to each Draw, on or prior to the corresponding Draw Date, the Purchaser shall deposit or cause to be deposited with the Trustee an amount equal to the Draw Fees for such Draw (each, a “COI Advance”). Upon the receipt thereof, the Trustee shall credit the COI Advance to the Costs of Issuance Account of the Administrative Fund.

(ii) All moneys on deposit in the Costs of Issuance Account of the Administrative Fund shall be applied by the Trustee in accordance with the Draw Date Memorandum relating to the applicable Draw. The Trustee may rely conclusively on the information and directions provided in the Draw Date Memorandum and shall not be required to make any independent investigation in connection therewith.

(b) ***Working Capital Account.***

(i) With respect to each Draw, if there are Working Capital Costs then outstanding the payment of which is to be made by the Authority with funds advanced by the Purchaser for such purpose (each, a “Working Capital Advance”), on or prior to the Draw Date corresponding to such Draw the Purchaser shall deposit or cause to be deposited with the Trustee an amount equal to such Working Capital Advance. Upon the receipt thereof, the Trustee shall credit such Working Capital Advance to the Working Capital Account of the Administrative Fund.

(ii) All moneys on deposit in the Working Capital Account of the Administrative Fund shall be applied by the Trustee to the payment of the applicable Working Capital Costs in accordance with invoices provided to the Trustee by the Authority. The Trustee may rely conclusively on the direction of the Authority (which may be via email transmission) for payment of such invoices

from the Working Capital Account of the Administrative Fund and shall not be required to make any independent investigation in connection therewith.

(c) ***Termination of Administrative Fund.*** Any amounts remaining in the Administrative Fund at following expiration of the Draw Period shall be transferred by the Trustee to the Subordinate Bond Fund and at such time, the Administrative Fund and the accounts therein shall terminate.

### **Section 3.06. Subordinate Bond Fund.**

(a) ***Credit of Subordinate Pledged Revenue.*** For so long as no additional Subordinate Bonds have been issued by the Authority, in each Subordinate Bond Year the Trustee shall credit all Subordinate Pledged Revenue remaining after the payment of Trustee Fees due and payable in that Subordinate Bond Year to the Subordinate Bond Fund. If any additional Subordinate Bonds are issued, the Authority will so inform the Trustee in writing, and thereafter the Subordinate Pledged Revenue available at clause SECOND of Section 3.05(b) hereof shall be allocated among the Bonds and such additional Subordinate Bonds on a pro-rata basis, in accordance with the relative outstanding principal amounts of such issues, and the amount so allocated to the Bonds shall be credited to the Subordinate Bond Fund.

(b) ***Use of Moneys in Subordinate Bond Fund.*** Moneys in the Subordinate Bond Fund shall be used by the Trustee solely to pay the principal of and interest on the Bonds (and, if being optionally redeemed pursuant to Section 5.01(a) hereof, to the premium, if any, due in connection with such optional redemption of Bonds), in the following order of priority:

- First:* to the payment of current interest due in connection with the Bonds;
- Second:* to the payment of accrued but unpaid interest on the Bonds (which interest has not yet compounded);
- Third:* to the payment of interest due as a result of compounding; and
- Fourth:* to the extent of any moneys remaining after the payment of all interest due pursuant to clauses *First* through *Third* above, to the payment of the principal of the Bonds, whether due at maturity or upon prior redemption (and, if upon prior optional redemption pursuant to the provisions of Section 5.01(a) hereof, to the payment of the premium, if any, then due and owing in connection with such optional redemption of Bonds).

(c) ***Mandatory Redemption.*** On November 15 of each year, commencing on November 15 of the year in which the First Subordinate Bond Payment Date occurs, the Trustee shall determine the amount then on deposit in the Subordinate Bond Fund and, to the extent the amount therein is in excess of the amount required to pay all interest then due on the Bonds on the Interest Payment Date occurring in that year (including current interest, accrued but unpaid interest, and interest due as a result of compounding, if any),

the Trustee shall promptly give notice of redemption and take such other actions as necessary to redeem as many Bonds as can be redeemed with such excess moneys on such Interest Payment Date (each, a “Mandatory Redemption Date”), provided that amounts insufficient to redeem at least one Bond in the denomination of \$1.00 will be retained in the Subordinate Bond Fund. The mandatory redemption of Bonds pursuant to this Section 3.06(c) shall be made by the Trustee without further instruction from the Authority and notwithstanding any instructions from the Authority to the contrary. Notwithstanding anything in this Indenture to the contrary, it is understood and agreed that borrowed moneys shall not be used for the purpose of redeeming principal of the Bonds pursuant to this Section 3.06(c).

**Section 3.07. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust for the purposes specified in this Indenture, and except for amounts due and owing to the Trustee for its fees and expenses in performance of its duties hereunder, such moneys shall constitute part of the Trust Estate and be subject to the lien hereof. Except to the extent otherwise specifically provided in Section 8.05 hereof, the Authority shall have no claim to or rights in any moneys deposited with or paid to the Trustee hereunder.

**Section 3.08. Pledge of Revenues.** The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds provided herein shall be governed by Section 11-57-208 of the Supplemental Act, this Indenture, and the Bond Resolution. The amounts pledged to the payment of the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge and the obligation to perform the contractual provisions hereof and of the Bond Resolution shall have priority over any and all other obligations and liabilities of the Authority, except as may be otherwise provided in the Supplemental Act, in this Indenture, in the Bond Resolution, or in any other instrument, but subject to any prior pledges and liens. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

## ARTICLE IV

### COVENANTS OF DISTRICT

**Section 4.01. Performance of Covenants, Authority.** The Authority covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in the Bond Resolution, this Indenture, the Bonds, the CABEA, each Revenue Pledge Agreement, and all the Authority’s proceedings pertaining hereto. The Authority covenants that it is duly authorized under the constitution and laws of the State, including, particularly and without limitation, the Act, to issue the Bonds and to execute this Indenture and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken and will be duly taken as provided herein, and that the Bonds are and will be valid and enforceable obligations of the Authority according to the terms thereof.

**Section 4.02. Instruments of Further Assurance.** The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, and pledging unto the Trustee all and singular the Trust Estate.

**Section 4.03. Covenant Regarding Debt Service Mill Levies of Financing Districts.**

(a) The Authority covenants that it will use its commercially reasonable best efforts to cause each of the Financing Districts to levy on all of the taxable property of each such Financing District, their respective debt service mill levies as provided in their respective Revenue Pledge Agreements.

(b) The amounts necessary to pay all costs and expenses incidental to the issuance of the Bonds, and to pay the principal of, premium if any, and interest on the Bonds as required hereunder are hereby appropriated for said purposes, and such amounts as appropriate for each year shall also be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year, respectively, until the earlier to occur of (i) the date on which the Bonds have been fully paid or (ii) the Termination Date.

(c) The Board shall take all commercially reasonable necessary and proper steps to cause each Financing District to enforce promptly the payment of taxes levied by each such Financing District pursuant to the applicable Revenue Pledge Agreement.

**Section 4.04. Additional Bonds.**

(a) *In General.* After issuance of the Bonds, no Additional Bonds may be issued except in accordance with the provisions of this Section 4.04. Nothing herein shall affect or restrict the right of the Authority to issue or incur obligations which are not Additional Bonds hereunder; provided that, notwithstanding the foregoing or anything herein to the contrary, the Authority shall not create, incur, assume, or suffer to exist any liens or encumbrances upon the ad valorem tax revenues of the Authority or the Subordinate Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

(b) *Permitted Refunding Bonds.* The Authority may issue Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the Authority in its absolute discretion.

(c) *Series 2021A<sub>(3)</sub> Senior Bonds.* The District may issue the Series 2021A<sub>(3)</sub> Senior Bonds in accordance with the Series 2021A<sub>(3)</sub> Senior Bond Indenture without compliance with any of the other terms and conditions of this Section 4.04.

(d) *Additional Senior Bonds.* The District may issue Additional Bonds as Senior Bonds if such issuance is consented to by the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding.

(e) **Subordinate Bonds.** The District may issue Additional Bonds as Subordinate Bonds if such issuance is consented to by the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding.

(f) **Junior Lien Bonds.** The District may issue Additional Bonds as Junior Lien Bonds if each of the following conditions are met as of the date of issuance of such Junior Lien Bonds:

(i) No payment of any kind shall be made on the Junior Lien Bonds for so long as any Senior Bond or Subordinate Bond shall be outstanding (within the meaning of their respective governing instruments).

(ii) The Junior Lien Bonds shall not be subject to acceleration for any reason.

(iii) The Junior Lien Bonds are payable as to both principal and interest not more than once annually, on a date in any calendar year which is after the final principal and interest payment due dates in that calendar year on all outstanding Senior Bonds, the Bonds, and any additional Subordinate Bonds then outstanding.

(g) **District Certification.** A written certificate by the President or Treasurer of the Authority that the conditions for issuance of Additional Bonds as set forth in this Section 4.04 are met shall conclusively determine the right of the Authority to authorize, issue, sell, and deliver such Additional Bonds in accordance herewith.

**Section 4.05. Additional Covenants and Agreements.** The Authority hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain Outstanding:

(a) The Authority shall not dissolve, merge, or otherwise alter its corporate structure in any manner or to any extent as might materially adversely affect the security provided for the payment of the Bonds, and will continue to operate and manage the Authority and its facilities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations; provided however, that the foregoing shall not prevent the Authority from dissolving pursuant to the provisions of the Act.

(b) At least once a year the Authority will cause an audit to be performed of the records relating to its revenues and expenditures, and the Authority shall use its reasonable efforts to have such audit report completed no later than September 30 of the calendar year immediately succeeding the calendar year which is the subject of such audit. The foregoing covenant shall apply notwithstanding any state law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Authority will cause a budget to be prepared and adopted. Copies of the budget and audit will be filed and recorded in the places, time, and manner provided by law.

(c) The Authority will carry general liability, public officials' liability, and such other forms of insurance on insurable property of the Authority upon the terms and



conditions, in such amounts, and issued by recognized insurance companies, as in the judgment of the Authority will protect the Authority and its operations.

(d) Each official of the Authority or other person having custody of any funds of the Authority or responsible for the handling of such funds shall at all times be bonded or insured against theft or defalcation.

(e) In the event any ad valorem taxes are not paid when due, the Authority shall use its commercially reasonable best efforts to cause the applicable Financing District to diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed.

(f) In the event the Subordinate Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of the Bonds on or prior to the Final Maturity Date, the Authority shall use its best efforts to refinance, refund, or otherwise restructure the Bonds so as to avoid such insufficiency.

(g) The Authority will impose the Single-Family Residential Facilities Fees as provided in the Authority Facilities Fee Resolution and enforce the Authority Facilities Fee Resolution in accordance with its terms, including, without limitation, enforcing the collection of the Residential Single-Family Facilities Fees (including, with respect to fees not paid when due, the collection of late charges and interest) in the manner the Authority deems most efficacious in collecting the same, including, without limitation, the bringing of an action to foreclose any statutory or contractual lien which may exist in connection therewith. The Authority will not reduce the amount of the Single-Family Residential Facilities Fees or amend or supplement the Facilities Fees Resolution in any manner which would adversely affect the amount of the Single-Family Residential Facilities Fee or the timing of the receipt thereof by the Authority. Nothing shall prevent the Authority from increasing the amount or rate of the Single-Family Residential Facilities Fee; *provided, however,* that no revenue derived from an increase after the date of this Indenture in the amount or rate of the Single-Family Residential Facilities Fee shall constitute Senior Pledged Revenue or Subordinate Pledged Revenue hereunder.

(h) The Authority will enforce each Revenue Pledge Agreement against the other party thereto, respectively, in accordance with its terms, including, without limitation, the enforcement of the receipt of that portion of the Senior Pledged Revenue payable to it under each Revenue Pledge Agreement, in such time and manner as the Authority reasonably determines will be most efficacious in collecting the same, and will diligently pursue all reasonable remedies available to the Authority with regard to such enforcement, whether in equity or at law. The Authority will not, without the prior written consent of the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding, amend or consent to the amendment of any Revenue Pledge Agreement in any manner which would: (i) reduce the amount of that portion of the Senior Pledged Revenue payable to the Authority thereunder; (ii) delay the receipt by the Authority of that portion of the Senior Pledged Revenue to be remitted to the Authority thereunder; or (iii) otherwise adversely affect that portion of the Senior Pledged Revenue payable to the Authority thereunder or the Authority's rights thereunder in any material respect. For

avoidance of doubt, the portion of the Senior Pledged Revenue payable to the Authority under the Revenue Pledge Agreements constitutes, on a fully subordinate basis, a portion of the Subordinate Pledged Revenue hereunder.

(i) Except upon receipt by the Authority of the prior written consent of the Consent Parties with respect to 100% in aggregate principal amount of the Bonds Outstanding, the Authority will not amend, modify or supplement (or consent to the amendment, modification or supplement of) the Series 2021A<sub>(3)</sub> Senior Bond Indenture (or any other documents pertaining to the Series 2021A<sub>(3)</sub> Senior Bonds) in any way which would: (i) alter the amortization of the principal of the Series 2021A<sub>(3)</sub> Senior Bonds; (ii) increase the rate or rates of interest borne by the Series 2021A<sub>(3)</sub> Senior Bonds; or (iii) amend or modify the provisions of Section 4.04(c) of the Series 2021A<sub>(3)</sub> Senior Bond Indenture in any way that would be adverse to the Owners of the Bonds.

## ARTICLE V

### PRIOR REDEMPTION

#### **Section 5.01. Prior Redemption.**

(a) ***Optional Redemption.*** The Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1, on any date, upon payment of par, and accrued interest thereon, without redemption premium.

(b) ***Mandatory Redemption from Available Subordinate Pledged Revenue.*** The Bonds are subject to mandatory redemption, as a whole or in integral multiples of \$1.00, on December 15 of each year commencing on the December 15 constituting the First Subordinate Bond Payment Date, upon payment of par and accrued interest, without redemption premium, solely from and to the extent of amounts in the Subordinate Bond Fund as provided in Section 3.06(c) hereof.

#### **Section 5.02. Redemption Procedure and Notice.**

(a) If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Trustee shall determine. The Bonds shall be redeemed only in integral multiples of \$1.00. In the event a Bond is of a denomination larger than \$1.00, a portion of such Bond may be redeemed, but only in the principal amount of \$1.00 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1.00. In the event a portion of any Bond is redeemed, the Trustee shall, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

(b) In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid), not less than twenty (20) days prior to the date fixed for redemption, to

the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the Authority by the Trustee. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the Authority. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

## **ARTICLE VI**

### **INVESTMENTS AND TAX MATTERS**

#### **Section 6.01. Investments.**

(a) All moneys held by the Trustee in any of the funds or accounts created hereby shall be promptly invested or reinvested by the Trustee, at the written direction of the Authority Representative, in Permitted Investments only.

(b) Such investments shall mature or be redeemable at the option of the owner thereof no later than the respective dates when moneys held for the credit of such fund or account will be required for the purposes intended. The Authority Representative may direct the Trustee to, or in the absence of direction, the Trustee shall, in accordance with this paragraph, invest and reinvest the moneys in any money market fund which is a Permitted Investment so that the maturity date, interest payment date, or date of redemption, at the option of the owner of such investment, shall coincide as nearly as practicable with the times at which money is needed to be so expended. The Trustee shall have no obligation to determine whether any investment directed by the Authority constitutes a Permitted Investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees, and it is specifically provided herein that the Trustee may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Authority that the investment transactions identified therein accurately reflect the investment directions

given to the Trustee by the Authority shall be sufficient, unless the Authority notifies the Trustee in writing to the contrary within 30 days of the date of such statement.

(c) Any and all such investments shall be subject to full and complete compliance at all times with the covenants and provisions of Section 6.02 hereof.

**Section 6.02. Tax Matters.**

(a) The Authority covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, any funds of the Authority, or any facilities financed with the proceeds of the Bonds, if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code; (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code; or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law.

(b) In the event that at any time the Authority is of the opinion that for purposes of this Section 6.02 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Indenture or otherwise held by the Authority, the Authority shall so restrict or limit the yield on such investment and shall so instruct the Trustee in a detailed certificate, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Authority specifically covenants to comply with the provisions and procedures of the Tax Certificate.

(d) The Authority further covenants to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed, or final Treasury Regulations as may be applied to the Bonds from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other provisions of this Indenture concerning the deposit and transfer of interest earnings to or from any other fund or account. Moneys set aside to pay such rebate amounts pursuant to this paragraph are not subject to any lien created hereunder for the benefit of the Owners. This covenant shall survive the payment in full or the defeasance of the Bonds.

(e) The covenants contained in this Section 6.02 shall remain in full force and effect until the date on which all obligations of the Authority in fulfilling such covenants under the Code and State law have been met, notwithstanding the payment in full or defeasance of the Bonds.

**Section 6.03. Use of Interest Income.** The interest income derived from the investment and reinvestment of any moneys in any fund or account held by the Trustee hereunder shall be credited to the fund or account from which the moneys invested were derived.

## ARTICLE VII

### DISCHARGE OF LIEN

#### **Section 7.01. Discharge of the Lien of the Indenture.**

(a) If the Authority shall pay or cause to be paid to the Trustee, for the Owners of the Bonds, the principal of, premium if any, and interest to become due thereon at the times and in the manner stipulated herein, and if the Authority shall keep, perform, and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed to be kept, performed, and observed by it or on its part, and if all fees and expenses of the Trustee required by this Indenture to be paid shall have been paid, then these presents and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof, and assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, and deliver any amounts required to be paid to the Authority under Section 8.05 hereof, except for moneys and Federal Securities held by the Trustee for the payment of the principal of, premium if any, and interest on the Bonds.

(b) Any Bond shall, prior to the maturity or prior redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 7.01 if, for the purpose of paying such Bond (i) there shall have been deposited with the Trustee an amount sufficient, without investment, to pay the principal of, premium if any, and interest on such Bond as the same becomes due at maturity or upon one or more designated prior redemption dates, or (ii) there shall have been placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be invested) to pay the principal of, premium if any, and interest on such Bond, as the same becomes due at maturity or upon one or more designated prior redemption dates. The Federal Securities in any such escrow shall not be subject to redemption or prepayment at the option of the issuer, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a Certified Public Accountant.

(c) Neither the Federal Securities, nor moneys deposited with the Trustee or placed in escrow and in trust pursuant to this Section 7.01, nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium if any, and interest on the Bonds; provided however, that any cash received from such principal or interest payments on such Federal Securities, if not then needed for such purpose, shall, to the extent practicable, be reinvested subject to the provisions of Article VI hereof in Federal

Securities maturing at the times and in amounts sufficient to pay, when due, the principal of, premium if any, and interest on the Bonds.

(d) Prior to the investment or reinvestment of such moneys or such Federal Securities as herein provided, the Trustee may require and may rely upon: (i) an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee, that the investment or reinvestment of such moneys or such Federal Securities complies with Section 6.02 hereof; and (ii) a report of a Certified Public Accountant that the moneys or Federal Securities will be sufficient to provide for the payment of the principal of, premium if any, and interest on the Bonds when due.

(e) The release of the obligations of the Authority under this Section 7.01 shall be without prejudice to the rights of the Trustee to be paid reasonable compensation by the Authority for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred in the administration of the trust hereby created, the exercise of its powers, and the performance of its duties hereunder.

**Section 7.02. Continuing Role as Bond Registrar and Paying Agent.** Notwithstanding the defeasance of the Bonds prior to maturity and the discharge of this Indenture as provided in Section 7.01 hereof, the Trustee shall continue to fulfill its obligations under Section 2.03 hereof until the earlier to occur of (a) the date on which the Bonds have been fully paid or (b) the Termination Date.

**Section 7.03. Discharge of Bonds on Termination Date.** Notwithstanding any other provision of this Indenture, after application on December 15 in the year in which the Termination Date occurs of all available Subordinate Pledged Revenue to the payment of the Bonds, the Bonds and the lien of this Indenture securing payment thereof shall be deemed fully satisfied on the Termination Date, and on such date the Bonds shall be discharged and this Indenture shall terminate, and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel the Bonds and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be required to evidence the same. Upon such discharge, the Owners will have no recourse to the Authority or any property of the Authority for the payment of any amount of principal of or interest on the Bonds remaining unpaid.

## ARTICLE VIII

### DEFAULT AND REMEDIES

**Section 8.01. Events of Default.** The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an Event of Default under this Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body), and there shall be no default or Event of Default hereunder except as provided in this Section:

(a) The Authority fails or refuses to remit (or cause to be remitted) the Subordinate Pledged Revenue to the Trustee as required by this Indenture;

(b) The Authority defaults in the performance or observance of any of the covenants, agreements, or conditions on the part of the Authority in this Indenture or the Bond Resolution, other than as described in Section 8.01(a) hereof, and fails to remedy the same after notice thereof pursuant to Section 8.12 hereof; or

(c) The Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

It is acknowledged that due to the limited nature of the Subordinate Pledged Revenue, the failure to pay the principal of or interest on the Bonds when due shall not, of itself, constitute an Event of Default hereunder.

WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS INDENTURE, **THE DISTRICT ACKNOWLEDGES AND AGREES** THAT APPLICATION OF ANY PORTION OF THE SUBORDINATE PLEDGED REVENUE TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS REQUIRED BY THIS INDENTURE CONSTITUTES AN EVENT OF DEFAULT UNDER SECTION 8.01(a) HEREOF, AND IN NO EVENT SHALL THE DISTRICT BE PERMITTED TO WITHHOLD ANY PORTION OF THE SUBORDINATE PLEDGED REVENUE OR APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE AS REQUIRED BY THIS INDENTURE.

#### **Section 8.02. Remedies on Occurrence of Event of Default.**

(a) Upon the occurrence and continuance of an Event of Default, the Trustee shall have the following rights and remedies which may be pursued:

(i) *Receivership.* Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings, subject however, to constitutional limitations inherent in the sovereignty of the Authority; but notwithstanding the appointment of any receiver or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

(ii) *Suit for Judgment.* The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Act, the Bonds, the Bond Resolution, this Indenture, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, shall deem appropriate.

(iii) *Mandamus or Other Suit.* The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

(b) No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers, or remedies of the Trustee

hereunder, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners shall continue unimpaired as before.

(c) If any Event of Default under Section 8.01(a) shall have occurred and if requested by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 8.02 as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Owners; provided that the Trustee at its option shall be indemnified as provided in Section 9.01(m) hereof.

(d) Notwithstanding anything herein to the contrary, acceleration of the Bonds shall not be an available remedy for an Event of Default.

**Section 8.03. Control of Proceedings.** The Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof; and provided further that at its option the Trustee shall be indemnified as provided in Section 9.01(m) hereof.

**Section 8.04. Rights and Remedies of Owners.** No Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 9.01 hereof, or of which under that Section it is deemed to have notice, and unless such default shall have become an Event of Default and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in their own name, nor unless they have also offered to the Trustee indemnity as provided in Section 9.01(m) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his, her, its, or their action, or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding.

**Section 8.05. Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VIII, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and the fees (including



attorneys' fees and any other professionals hired by the Trustee hereunder), expenses, liabilities, and advances incurred or made by the Trustee, shall be deposited in the appropriate funds or accounts created hereunder in the same manner as is provided herein for deposits of other revenue and shall be used for the purposes so provided, until the earlier of (i) the Termination Date or (ii) the date on which the principal of, premium if any, and interest on all of the Bonds has been paid in full. Whenever all of the Bonds and interest thereon have been paid in full and all expenses and fees of the Trustee have been paid, any balance remaining in any of the funds held hereunder shall be paid to the Authority; *provided, however*, that if on December 15 of the year in which the Termination Date occurs, any Bond remains Outstanding hereunder, any balance remaining in any of the funds held hereunder shall, after payment of all expenses and fees of the Trustee then due and owing, be applied by the Trustee to the payment of the Bonds on such date.

**Section 8.06. Trustee May Enforce Rights Without Bonds.** All rights of action and claims under this Indenture or any of the Bonds Outstanding hereunder may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

**Section 8.07. Trustee to File Proofs of Claim in Receivership, Etc.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Authority, the Trustee shall, to the extent permitted by law, file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings, without prejudice, however, to the right of any Owner to file a claim in his own behalf.

**Section 8.08. Delay or Omission No Waiver.** No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

**Section 8.09. No Waiver of One Default to Affect Another; Cumulative Remedies.** No waiver of any default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Trustee and the Owners provided herein shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

**Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored.** In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 8.11. Waivers of Events of Default.** The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Consent Parties with respect to not less than a majority in aggregate principal amount of all the Bonds then Outstanding; provided however, that there shall not be waived without the consent of the Consent Parties with respect to one hundred percent (100%) of the Bonds then Outstanding any Event of Default which exists under Section 8.01(a) hereof. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

**Section 8.12. Notice of Default; Opportunity to Cure Defaults.**

(a) The Trustee shall give to the Owners of all Bonds notice by mailing to the address shown on the registration books maintained by the Trustee, of all Events of Default known to the Trustee (as determined pursuant to Section 9.01(h) hereof), within ninety (90) days after the occurrence of such Event of Default unless such Event of Default shall have been cured before the giving of such notice; provided that, the Trustee shall be protected in withholding such notice if and so long as a committee of its corporate trust department in good faith determines that the withholding of such notice is not detrimental to the interests of the Owners.

(b) No default under Section 8.01(b) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds Outstanding to the Authority, and the Authority shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued thereafter until the default is corrected.

## **ARTICLE IX**

### **CONCERNING TRUSTEE**

**Section 9.01. Acceptance of Trusts and Duties of Trustee.** The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of any Event of Default which may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee

shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a reasonable and prudent trustee would exercise or use under the circumstances in the conduct of the affairs of another.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, but shall be answerable for the conduct of the same in accordance with the standards specified in Section 9.01(a) and (g) hereof, and shall be entitled to act upon the advice or an opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay (and be reimbursed as provided in Section 9.02 hereof) such compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon the advice or opinion of such attorneys, agents, receivers, or employees chosen with due care.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording or filing of this Indenture, or for the validity of the execution by the Authority of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Authority, except as expressly herein set forth; but the Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions, and agreements aforesaid. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(d) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof (except for funds or investments held by the Trustee) or of any money paid to or upon the order of the Authority under any provision of this Indenture. The Trustee, in its individual or any other capacity, may become the Owner of the Bonds with the same rights which it would have if not the Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by the Authority Representative or the Authority's President or Vice President or such other person as may be designated for such purpose by a certified resolution of the Authority as sufficient evidence of the facts therein

contained, and, prior to the occurrence of a default of which the Trustee has been notified as provided in Section 9.01(h) hereof or of which by said Section it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct, and shall not be answerable for any negligent act of its attorneys, agents, or receivers which have been selected by the Trustee with due care.

(h) Except for an Event of Default occurring under Section 8.01(a) hereof, the occurrence of which the Trustee shall be deemed to have notice, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law.

(j) At any and all reasonable times the Trustee or its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all books, papers, and records of the Authority pertaining to the Bonds and the Subordinate Pledged Revenue, and to take such memoranda from and in regard thereto as may be desired.

(k) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee, as may be deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, or the taking of any other action by the Trustee.

(l) All records of the Trustee pertaining to the Bonds shall be open during reasonable times for inspection by the Authority.

(m) The Trustee shall not be required to advance its own funds, and before taking any action under this Indenture, other than the payment of monies on deposit in any

of the funds as provided for herein, the Trustee may require that indemnity satisfactory to it be furnished to it for the reimbursement of all costs and expenses which it may incur, including attorneys' fees, and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken. To the extent permitted by law, the Authority agrees to indemnify the Trustee against any claims arising out of the exercise and performance of its powers and duties hereunder in good faith and without negligence; provided that such agreement of the Authority shall not act as a waiver of immunity of the Authority under the Colorado Governmental Immunity Act.

(n) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise with respect to the Bonds.

### **Section 9.02. Fees and Expenses of the Trustee.**

(a) The Trustee shall be entitled to payment and reimbursement of its fees and expenses for ordinary services rendered hereunder (which compensation is not intended by the parties hereto to be limited by any provision of law in regard to the compensation of a trustee of an express trust) as and when the same become due, and all advances, agent, and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services. The Trustee reserves the right to renegotiate its current fees for ordinary services to correspond with changing economic conditions, inflation and changing requirements relating to the Trustee's ordinary services.

(b) In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor.

### **Section 9.03. Resignation or Replacement of Trustee.**

(a) The Trustee may resign, subject to the appointment of a successor, by giving thirty (30) days' notice of such resignation to the Authority and to all Owners of Bonds specifying the date when such resignation shall take effect. Such resignation shall take effect on the date specified in such notice unless a successor shall have been previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor. The Trustee may petition the courts to appoint a successor in the event no such successor shall have been previously appointed. The Trustee may be removed at any time by an instrument in writing, executed by a majority of the Owners in aggregate principal amount of the Bonds then Outstanding. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

(b) In case the Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Authority so long as it is

not in default hereunder; otherwise by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys-in-fact appointed; provided however, that even if the Authority is in default hereunder it may appoint a successor until a new successor shall be appointed by the Authority or the Owners as herein authorized. The Authority, upon making such appointment, shall forthwith give notice thereof to the Owners by mailing to the address shown on the registration books maintained by the Trustee, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the Authority shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Authority or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, as applicable.

(c) Every successor Trustee shall always be a commercial bank or trust company in good standing, qualified to act hereunder, and having a capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms. Any successor appointed hereunder shall execute, acknowledge, and deliver to the Authority an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed, or conveyance, become vested with all estates, properties, rights, powers, and trusts of its predecessor in the trust hereunder with like effect as if originally named as the Trustee hereunder, and thereupon the duties and obligations of the predecessor shall cease and terminate; but the Trustee retiring shall, nevertheless, on the written demand of its successor and upon the payment of the fees and expenses owed to the predecessor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the predecessor, who shall duly assign, transfer, and deliver to the successor all properties and moneys held by it under this Indenture. If any instrument from the Authority is required by any successor for more fully and certainly vesting in and confirming to it the estates, properties, rights, powers, and trusts of the predecessor, those instruments shall be made, executed, acknowledged, and delivered by the Authority on request of such successor.

(d) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed or recorded.

**Section 9.04. Conversion, Consolidation, or Merger of Trustee.** Anything herein to the contrary notwithstanding, any bank or trust company or other person into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole, shall be the successor of the Trustee under this Indenture with the same rights, powers, duties, and obligations, and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, provided that such bank, trust company, or other person is legally empowered to accept such trust.

**Section 9.05. Trustee Protected in Relying Upon Resolutions, Etc.** The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein, and the Trustee shall not be required to make any independent investigation in connection therewith. Such resolutions, opinions, certificates, and other instruments shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder. Except as provided herein, the Trustee shall not be under any responsibility to seek the approval of any expert for any of the purposes expressed in this Indenture; provided however, that nothing contained in this Section shall alter the Trustee's obligations or immunities provided by statutory, constitutional, or common law with respect to the approval of independent experts who may furnish opinions, certificates, or opinions of Counsel to the Trustee pursuant to any provisions of this Indenture.

## ARTICLE X

### SUPPLEMENTAL INDENTURES

**Section 10.01. Supplemental Indentures Not Requiring Consent.** Subject to the provisions of this Article X, the Authority and the Trustee may, without the consent of or notice to the Owners or Consent Parties, enter into such amendments to this Indenture and/or indentures supplemental hereto, which amendments and supplemental indentures shall thereafter form a part hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Indenture, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Indenture, or to make any provisions for any other purpose if such provisions are necessary or desirable and do not in the opinion of Bond Counsel materially adversely affect the interests of the Owners of the Bonds;
- (b) To subject to this Indenture to additional revenues, properties, or collateral;
- (c) To grant or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Owners or the Trustee; and
- (d) To qualify this Indenture under the Trust Indenture Act of 1939.

**Section 10.02. Supplemental Indentures Requiring Consent.**

- (a) Except for amendments and supplemental indentures delivered pursuant to Section 10.01 hereof, and subject to the other provisions of this Article X, the Consent Parties with respect to not less than a majority (or for modifications of provisions hereof which require the consent of a percentage of Owners or Consent Parties higher than a majority, such higher percentage) in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Authority and the Trustee of such amendments to this Indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any

of the terms or provisions contained in this Indenture; provided however, that without the consent of the Consent Parties with respect to all the Outstanding Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

- (i) a change in the terms of the maturity of any Outstanding Bond, in the principal amount of any Outstanding Bond, in the optional or mandatory redemption provisions applicable thereto, or the rate of interest thereon;
- (ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due;
- (iii) a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or
- (iv) a reduction in the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners or Consent Parties is required for any such amendment or supplemental indenture.

(b) Upon the execution of any amendment or supplemental indenture pursuant to the provisions of this Section 10.02, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

(c) If at any time the Authority shall request the Trustee to enter into such amendment or supplemental indenture for any of the purposes of this Section 10.02, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of the proposed execution of such amendment or supplemental indenture to be given to each Owner of a Bond at the address shown on the registration books of the Trustee, prior to the proposed date of execution and delivery of any such amendment or supplemental indenture. If the Consent Parties with respect to not less than the required percentage in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such amendment or supplemental indenture consent to the execution thereof, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

**Section 10.03. Execution of Supplemental Indenture.** The Trustee is authorized to join with the Authority in the execution of any such amendment to this Indenture or supplemental indenture hereto and to make further agreements and stipulations which may be contained therein; provided that, prior to the execution of any such amendment or supplemental indenture (whether under Section 10.01 or 10.02 hereof) the Trustee and the Authority may require and shall be fully protected in relying upon an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee and the Authority, to the effect that: (i) the amendment or supplemental indenture will not adversely affect the exclusion from gross income



for federal income tax purposes, of the interest on the Bonds; (ii) the Authority is permitted by the provisions hereof to enter into the amendment or supplemental indenture; and (iii) the amendment or supplemental indenture is a valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to matters permitted by Section 1.05 hereof.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01. Parties Interested Herein.** Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Authority, the Trustee and the Owners of the Bonds any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Bonds.

**Section 11.02. Severability.** In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intent being that such remaining provisions shall remain in full force and effect.

**Section 11.03. Governing Law.** This Indenture shall be governed and construed in accordance with the laws of the State.

**Section 11.04. Execution in Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 11.05. Notices; Waiver.**

(a) Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Indenture shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

If to the Authority:     The Aurora Highlands Community Authority Board  
                                   c/o CliftonLarsonAllen LLP  
                                   8390 East Crescent Parkway, Suite 300  
                                   Greenwood Village, Colorado 80111  
                                   Attention: Denise Denslow  
                                   Telephone: 303.779.5710  
                                   E-mail: Denise.denslow@claconnect.com

With a copy to:         McGeady Becher P.C.  
                                   450 East 17<sup>th</sup> Avenue, Suite 400  
                                   Denver, Colorado 80203  
                                   Telephone: 303.592.4380

Email: legalnotices@specialdistrictlaw.com

If to the Trustee: Zions Bancorporation, National Association  
 One South Main, 12th Floor  
 Salt Lake City, Utah 84133  
 Attention: Sandra Kinney  
 Telephone: 801.844.7560  
 Email: Sandra.Kinney@zionsbancorp.com

(a) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(b) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 11.06. Holidays.** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee are located are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Indenture.

**Section 11.07. No Recourse against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

**Section 11.08. Conclusive Recital.** Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the

Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

**Section 11.09. Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of the Bonds.

**Section 11.10. Electronic Storage.** The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado, has caused this Indenture to be executed on its behalf by its President and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, Salt Lake City, Utah, as Trustee, has caused this Indenture to be executed on its behalf by one of its authorized officers, all as of the date first above written.

(S E A L)

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

\_\_\_\_\_  
President

ATTESTED:

\_\_\_\_\_  
Secretary or Assistant Secretary

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, as Trustee

\_\_\_\_\_  
Authorized Officer

[Signature Page to Indenture of Trust (Subordinate)]

**EXHIBIT A**  
**TO**  
**INDENTURE OF TRUST**  
(Form of Bond)

**EXCEPT FOR TRANSFERS BY OPERATION OF LAW, NEITHER THIS BOND NOR ANY INTEREST HEREIN MAY BE TRANSFERRED EXCEPT TO AN ENTITY WHICH, AT THE TIME OF TRANSFER, IS AN “ACCREDITED INVESTOR” AS DEFINED UNDER SECTIONS 2(a)(15) AND 4(a)(2) OF THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, 15 U.S.C. SECS. 77b (a)(15) AND 77d (a)(2), BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION, AND ONLY UPON EXECUTION BY THE TRANSFEREE OF THIS BOND OF AN INVESTOR LETTER IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS APPENDIX A.**

**No. RB-\_\_\_\_\_**

**Up to \$\_\_\_\_\_**

**UNITED STATES OF AMERICA**  
**STATE OF COLORADO**  
**ADAMS COUNTY**  
**CITY OF AURORA**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**SUBORDINATE SPECIAL TAX REVENUE DRAW DOWN BOND**  
**SERIES 2021B<sup>(3)</sup>**

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
---------------	---------------	---------------------	-------

REGISTERED OWNER:

MAXIMUM PRINCIPAL AMOUNT:

The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, (the “Authority”), a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State, for value received, hereby acknowledges itself indebted and promises to pay, solely from and to the extent of the Subordinate Pledged Revenue (as defined in the Indenture, defined below), to the registered owner named above, or registered assigns, on the maturity date specified above or on the date of prior redemption, an amount equal to the sum of amounts drawn hereon in accordance with the provisions of the Indenture, up to a maximum amount of the principal amount specified above. In like manner the Authority promises to pay interest on such principal amount (computed on the basis of a 360-day year of twelve 30-day months) accruing from the original issue date specified above at the rate of interest specified above, payable on December 15 each year, commencing on the First Subordinate Bond Payment Date.

The Bonds are issued pursuant to that certain Indenture of Trust (the “Indenture”) dated \_\_\_\_\_ 2021 between the Authority and Zions Bancorporation, National Association, as trustee (the “Trustee”).

**Capitalized terms used and not otherwise defined in this Bond shall have the respective meanings assigned by the Indenture.**

**NOTWITHSTANDING ANYTHING IN THE INDENTURE OR IN THIS BOND TO THE CONTRARY, ALL OF THE BONDS AND INTEREST THEREON SHALL BE DEEMED PAID, SATISFIED, AND DISCHARGED ON THE TERMINATION DATE, REGARDLESS OF THE AMOUNT OF PRINCIPAL AND INTEREST PAID PRIOR TO SUCH DATE.**

Subject to the provisions of the Indenture with respect to the discharge of all Bonds on the Termination Date, to the extent principal of this Bond is not paid prior to the maturity date of this Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by this Bond, and to the extent interest on this Bond is not paid when due, such interest shall compound on each Interest Payment Date at the rate borne by this Bond; provided however, that notwithstanding anything herein or in the Indenture to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer outstanding upon the payment by the Authority of such amount.

The principal of and premium, if any, on this Bond are payable in lawful money of the United States of America to the Owner of this Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on this Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

Interest payments on this Bond shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owner of this Bond. The Trustee may make payments of interest on this Bond by such alternative means as may be mutually agreed to between the Owner of this Bond and the Trustee; provided that the Authority shall not be required to make funds available to the Trustee prior to the dates on which such interest would otherwise be payable hereunder, nor to incur any expenses in connection with such alternative means of payment.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Bond. It is hereby further recited,

certified, and warranted that the total indebtedness of the Authority, including that of this Bond, does not exceed any limit prescribed by the constitution or laws of the State.

The Bonds are payable solely from and to the extent of the Subordinate Pledged Revenue, and the Subordinate Pledged Revenue is pledged to the payment of the Bonds. The Bonds constitute an irrevocable lien upon the Subordinate Pledged Revenue, but not necessarily an exclusive such lien.

Reference is hereby made to the Indenture for an additional description of the nature and extent of the security for the Bonds, the accounts and revenues pledged to the payment thereof, the rights and remedies of the registered owners of the Bonds, the manner in which the Indenture may be amended, and the other terms and conditions upon which the Bonds are issued, copies of which are on file for public inspection at the office of the Secretary of the Authority. To the extent any provision of the Indenture conflicts with this Bond, the provision of the Indenture shall govern.

Bonds of this issue are subject to redemption prior to maturity as provided in the Indenture. The Bonds will be redeemed only in integral multiples of \$1.00. In the event a Bond is of a denomination larger than \$1.00, a portion of such Bond may be redeemed, but only in the principal amount of \$1.00 or any integral multiple thereof. Such Bond will be treated for the purposes of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1.00. In the event a portion of this Bond is redeemed, the Trustee shall, without charge to the registered owner of this Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion.

Notice of prior redemption shall be given to the registered owner of this Bond not less than twenty (20) days prior to the date fixed for redemption in the manner set forth in the Indenture. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice. All Bonds called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

The Authority and Trustee shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing Interest Payment Date; or (b) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

The Authority and the Trustee may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes (whether or not this Bond shall be overdue), and any notice to the contrary shall not be binding upon the Authority or the Trustee.

This Bond may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other Authorized Denominations. This Bond may be transferred upon the registration books upon delivery of this Bond to the Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of

signature satisfactory to the Trustee, duly executed by the Owner of the Bond to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of this Bond, along with the social security number or federal employer identification number of such transferee. In addition to any other requirements for a transfer, the Trustee may require such evidence as it may deem reasonably necessary that the transferee is an Accredited Investor. No transfer of this Bond shall be effective until entered on the registration books. In all cases of the transfer of this Bond, the Trustee shall enter the transfer of ownership in the registration books, and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Indenture.

If the date for making any payment or performing any action shall be a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.



**IN TESTIMONY WHEREOF**, the Board of Directors of The Aurora Highlands Community Authority Board (the “Authority”) has caused this Bond to be signed by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or a facsimile of the seal of the Authority, and attested by the manual or facsimile signature of the Secretary thereof, all as of the original issue date specified above.

(S E A L)

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

[Signature Page to Subordinate Draw Down Bond]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within mentioned Indenture.

Date of Registration and  
Authentication:

UMB BANK, N.A.,  
as Bond Registrar

\_\_\_\_\_

\_\_\_\_\_

Authorized Signatory

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto:

Name and address of Assignee:

Social Security or Federal Employer Identification  
Number of Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature of Registered Owner:

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, or Firm)

[End of Form of Subordinate Bond]

**APPENDIX A**  
**FORM OF INVESTOR LETTER**

**Up to \$ \_\_\_\_\_**  
**The Aurora Highlands Community Authority Board**  
**In the City of Aurora**  
**Adams County, Colorado**  
**Subordinate Special Tax Revenue Draw Down Bonds**  
**Series 2021B<sub>(3)</sub>**

Board of Directors  
The Aurora Highlands Community Authority Board  
Aurora, Colorado

Ladies and Gentlemen:

In connection with our purchase of the above captioned bonds (the “Bonds”) issued pursuant to an Indenture of Trust dated \_\_\_\_\_, 2021 (the “Indenture”), between the Authority and Zions Bancorporation, National Association, as trustee, and authorized pursuant to a resolution adopted by the Board of Directors of The Aurora Highlands Community Authority Board (the “Authority”) on first reading on October \_\_, 2021 and on second reading on November \_\_, 2021 (the “Bond Resolution”), the undersigned (the “Purchaser”) hereby agrees, acknowledges and represents as follows (capitalized terms used herein and not defined shall have the meanings ascribed thereto by the Indenture):

1. The Purchaser has reviewed the Bond Resolution, the Indenture, and all other relevant agreements and instruments referred to therein or underlying the sources of revenue pledged to the Bonds, and the Purchaser understands the provisions thereof.

2. The Purchaser understands that there is a substantial degree of investment risk in purchasing and holding the Bonds and represents that it has sufficient knowledge in financial and business matters, including, without limitation, experience with obligations issued by Colorado special districts, to be capable of evaluating the economic merits and risks of purchasing and holding the Bonds. The Purchaser has made such inquiries and has had such opportunity to review information from the Authority and others to which the Purchaser, as a reasonable investor, would attach significance in making its investment decision relating to the purchase of the Bonds.

3. The Purchaser understands that: (a) the Bonds are payable solely from and to the extent of the Subordinate Pledged Revenue; (b) there are no scheduled payments of principal in any particular amount on the Bonds until their final maturity; and (c) that the Bonds constitute subordinate obligations, fully subordinate to the payment of the Series 2021A<sub>(3)</sub> Senior Bonds and any other Senior Bonds issued by the Authority (subject to the terms of the Indenture and the Series 2021A<sub>(3)</sub> Senior Bond Indenture).

4. The Purchaser is aware that no credit rating has been sought or obtained with respect to the Bonds.

5. The Purchaser understands that (i) the Bonds have not been registered under the 1933 Act, or any applicable state securities or “Blue Sky” laws, and (ii) the Bonds are being offered pursuant to exemptions from the registration requirements of such laws.

6. The Purchaser hereby certifies that it is an “accredited investor” as defined under sections 2(a)(15) and 4(a)(2) of the federal Securities Act of 1933, as amended, 15 U.S.C. secs. 77b (a)(15) and 77d (a)(2), by regulation adopted thereunder by the securities and exchange commission (“Accredited Investor”).

7. The Purchaser acknowledges and understands that, except for transfers by operation of law, neither the Bonds nor any beneficial interest therein may be transferred by the Purchaser except to an entity which, at the time of transfer, is an Accredited Investor.

8. The Purchaser represents that the Purchaser is acquiring the Bonds for the Purchaser’s own account, for investment purposes, and with no present intention of reselling or redistributing the Bonds or interests therein.

9. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its purchase of the Bonds. The Purchaser is able to bear the economic and financial risks of the purchase of high-risk securities such as the Bonds and is capable of suffering a loss of the entirety of its investment represented by the Bonds.

10. The Purchaser understands that there is no established secondary market for the Bonds and that none is expected to develop and, accordingly, that the Purchaser must bear the economic risk of an investment in the Bonds for an indefinite period of time.

11. The representations made herein shall survive any dissolution or reorganization of the Purchaser.

12. The Purchaser has the authority to acquire the Bonds and to execute this Investor Letter in connection with the issuance of the Bonds to the Purchaser, and the undersigned is duly authorized to execute and deliver this Investor Letter on behalf of the Purchaser.

**PURCHASER:**

[INSERT NAME OF PURCHASER]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**FORM OF PERMITTED DRAW CERTIFICATE**

**PERMITTED DRAW CERTIFICATE NO. \_\_\_\_**

**The Aurora Highlands Community Authority Board  
Subordinate Special Tax Revenue Draw-Down Bonds  
Series 2021B<sup>(3)</sup>**

**DATE SUBMITTED:** \_\_\_\_\_

The undersigned duly qualified and acting Authority Representative of The Aurora Highlands Community Authority Board (the “Authority”), hereby requests, on behalf of the Authority, pursuant to the Indenture of Trust (Subordinate) dated December \_\_, 2021 (the “Indenture”), between the Authority and Zions Bancorporation, National Association, as Trustee (the “Trustee”), pursuant to which the above-captioned Bonds were authorized, that Bonds be issued as of the Draw Date to the Purchaser, in the principal amount equal to the Permitted Draw Amount, all as set forth in paragraphs 1 and 2 below, for the Bond Purposes set forth in the Indenture. **This certificate shall evidence the Authority’s authorization of the Permitted Draw described herein, in accordance with the Indenture.** All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

**1. Permitted Draw Detail**

Draw Date: \_\_/\_\_/20\_\_

Permitted Draw Amount (Principal Amount of Bond): \$\_\_\_\_\_

Purchaser (if different from Developer): \_\_\_\_\_

**2. Authority Representations** – *Describe the Public Improvements in clause (a)(1), attach the Closing Date Memorandum prepared by the Placement Agent as Appendix I if the Draw Date is on the Closing Date, and attach any Draw Date Memorandum prepared by the Placement Agent as Appendix I if the Draw Date is after the Closing Date.*

(a) The Permitted Draw Amount is requested for the purpose of:

(1) Paying the costs of the acquisition of \$\_\_\_\_\_ in Public Improvements related to The Aurora Highlands Development as described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Canceling an obligation under the \_\_\_\_\_ Agreement for \$\_\_\_\_\_ previously advanced by the Landowner to the Authority for certain costs of the Public Improvements related to the Aurora Highlands Development

pursuant to the \_\_\_\_\_ Agreement more specifically described in the engineer certifications relating hereto.

(3) Evidencing \$\_\_\_\_\_ of the Permitted Draw Amount being provided by the Landowner for the payment of certain costs of the Public Improvements more specifically described in the engineer certifications relating hereto.

(4) Subject to the Tax Certificate, paying Working Capital Costs of the Authority (equal to \$\_\_\_\_\_) as set forth in the applicable Draw Date Memorandum and attached as Appendix I to this Permitted Draw Certificate.

(5) Paying certain costs of issuance (being \$\_\_\_\_\_) as set forth in the applicable Draw Date Memorandum attached as Appendix I to this Permitted Draw Certificate (the purposes listed in paragraph (2)(a)(1)-(5) shall be collectively termed the “**Reimbursement Obligation**”).

(b) Instructions from the Authority to the Trustee relating to deposit and disbursement of Permitted Draw Amount:

(1) The portion of the Permitted Draw Amount being applied for the purpose set forth in clause (a)(4) above (being \$\_\_\_\_\_) shall be credited by the Trustee to the Working Capital Account of the Administrative Fund held by the Trustee under the Indenture.

(2) The portion of the Permitted Draw Amount being applied for the purpose set forth in clause (a)(5) above (being \$\_\_\_\_\_) shall be credited by the Trustee to the Costs of Issuance Account of the Administrative Fund held by the Trustee under the Indenture.

(c) The Reimbursement Obligation that is the subject of this Permitted Draw Certificate is permitted to be funded with Bond proceeds or issued in exchange for the aggregate principal amount of the Bonds for which such Bonds are being issued pursuant to the Tax Certificate delivered by the Authority in connection with the issuance of the Bonds, the Indenture, the Election of each of the Districts and the Service Plan of each of the Districts.

(d) None of the Reimbursement Obligation, the payment of which is being funded with the issuance of the Permitted Draws described herein, has formed the basis for any previous issuance of Bonds.

(e) No event has occurred and is continuing which constitutes an Event of Default, as defined in the Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both. The Authority Representative hereby further certifies that no Event of Default has occurred and is continuing under any of the Revenue Pledge Agreements.



**3. District Approval and Acceptance of Engineer and Accountant Certification.**

The undersigned duly authorized representative of the Coordinating District, on behalf of itself and the Financing Districts, hereby certifies that the Districts have approved and accepted the certification provided by Schedio Group LLC and CliftonLarsonAllen LLP with respect to the Public Improvements being acquired by the Authority, on behalf of the Districts, which are listed in paragraph 2 hereof.

**4. Findings under \_\_\_\_\_ Agreement and CABEA.**

(a) To the extent that the Developer is being reimbursed by the Authority under the \_\_\_\_\_ Agreement, such reimbursement complies with the terms of the \_\_\_\_\_ Agreement.

(b) To the extent that the Authority is reimbursing the Landowner and/or other parties which have constructed Public Improvements with respect to The Aurora Highlands Development, such reimbursement complies with the terms of the CABEA.

Date: \_\_\_\_\_

\_\_\_\_\_  
Authority Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
[Coordinating District Representative]

ACKNOWLEDGED AND AGREED TO by the undersigned duly authorized officer of the Trustee:

Date: \_\_\_\_\_

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

\_\_\_\_\_  
Authorized Officer

**EXHIBIT C**

**FORM OF FAVORABLE OPINION OF BOND COUNSEL**

\_\_\_\_\_, 20\_\_

The Aurora Highlands Community Authority Board  
Aurora, Colorado

Aurora Highlands, LLC  
Las Vegas, Nevada

Zions Bancorporation, National Association  
Salt Lake City, Utah

Up to \$\_\_\_\_\_

**The Aurora Highlands Community Authority Board**  
**In the City of Aurora**  
**Adams County, Colorado**  
**Subordinate Special Tax Revenue Draw-Down Bonds**  
**Series 2021B<sub>(3)</sub>**  
**(Issuance of Bond on the date hereof in the amount of \$\_\_\_\_\_)**

Ladies and Gentlemen:

We have acted as bond counsel to The Aurora Highlands Community Authority Board (the “Authority”) in connection with the issuance of the Authority’s Subordinate Special Tax Revenue Draw-Down Bonds, Series 2021B<sub>(3)</sub> (the “Bonds”), dated as of the applicable Dated Date (as defined in the Indenture, defined below), authorized in the aggregate principal amount of up to \$\_\_\_\_\_. The Bonds are authorized pursuant to a resolution adopted by the Board of Directors of the Authority (the “Board”) on \_\_\_\_\_ (collectively, the “Bond Resolution”) and issued pursuant to an Indenture of Trust (Subordinate) dated December \_\_\_, 2021(the “Indenture”) between the Authority and Zions Bancorporation, National Association, Denver Colorado, as trustee. The Bonds are to be issued from time to time in the amount of Permitted Draw(s), in accordance with the applicable Permitted Draw Certificates, and subject to the conditions and limitations of the Indenture. [In our capacity as bond counsel, we rendered a legal opinion dated December \_\_\_, 2021, which expressed our opinions regarding, among other things, certain State and federal tax consequences relating to interest paid on the Bonds (the “Prior Bond Opinion”). There has previously been issued, pursuant to the Indenture, Bonds in the aggregate principal amount of \$\_\_\_\_\_. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Resolution and the Indenture.

On the date hereof, \$\_\_\_\_\_ in aggregate principal amount of the Bonds are being issued and delivered in accordance with the Indenture. In connection therewith, we are in receipt of: (a) a fully-executed Permitted Draw Certificate dated as of \_\_\_\_\_ \_\_\_, 20\_\_ concerning the issuance of \$\_\_\_\_\_ in Bonds (including a draw date memorandum prepared by the placement agent), (b) an executed certificate of the Authority dated as of the date hereof, (c) an

executed certificate of the Trustee dated as of the date hereof, (d) an executed investor letter of the recipient of the Bonds, dated as of the date hereof, and (e) fully-executed and authenticated Bonds in the aggregate principal amount of \$\_\_\_\_\_ dated as of the date hereof.

We have examined the Authority's certified proceedings, including the Bond Resolution and Indenture and such other documents and such laws of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the Authority contained in the Permitted Draw Certificate and other representations certifications of public officials of the Authority, the Districts, and of others furnished to us without undertaking to verify the same by independent investigation. We have further assumed that the Bond Resolution and Indenture are in full force and effect, and that there has been no amendment thereto or supplement thereof.

Based upon the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Bond issued on the date hereof in the principal amount of \$\_\_\_\_\_ is a valid and binding special limited tax revenue obligation of the Authority, payable solely from and to the extent of the Subordinate Pledged Revenue, and is legally enforceable in accordance with its terms.

2. The issuance of the aforementioned Bond: (a) is permitted under the Act; the Special District Act; Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended, and the State of Colorado constitution; (b) complies with the Indenture; and (c) will not in and of itself have an adverse effect on (i) the exclusion from gross income of interest paid on the Bonds for federal income tax purposes and (ii) the exclusion of interest paid on the Bonds from Colorado taxable income and Colorado alternative minimum taxable income.

The rights of the owner of the Bond and the enforceability of the Bond and the Bond Resolution may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

In rendering this opinion, we have not undertaken to advise or render an opinion whether any other events after the Closing Date (as defined in the Indenture) may have affected the tax status of the interest paid on the Bonds. In addition, we have not made an independent investigation nor do we have any independent knowledge as to the use of the proceeds of the Bonds as stated in the applicable Permitted Draw Certificate or other certification of the Authority or any of the Districts or whether there has been continuous compliance with the covenants to comply with requirements of the Code that must be satisfied subsequent to the date of original execution and delivery of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal and Colorado income tax purposes.

This opinion letter is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. Further, the issuance of this opinion

letter is not intended nor shall it be deemed to be a reissuance or reaffirmation of the matters addressed in the Prior Opinion.

This opinion is limited solely and expressly to the matters set forth herein. The Authority is our sole client in this transaction and we have not been engaged by, nor have we undertaken to advise any other party or to opine as to matters not specifically covered herein. This opinion letter is solely for the benefit of the addressees hereof and may not be circulated, quoted or relied upon by any party other than the addressees without our prior written consent. The inclusion of any person or entity other than the Authority as addressees to this opinion does not create or imply an attorney-client relationship between Kutak Rock LLP and such person or entity.