

---

---

# **LOAN AGREEMENT**

**BY AND BETWEEN**

**DUBLIN NORTH METROPOLITAN DISTRICT NO. 2  
EL PASO COUNTY, COLORADO**

**AND**

**NATIONAL BANK HOLDINGS, N.A.  
AS LENDER**

**DATED AS OF NOVEMBER \_\_, 2014**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I DEFINITIONS</b> .....	- 17 -
<b>Section 1.01.</b> Definitions .....	- 18 -
<b>Section 1.01.</b> Interpretation .....	- 32 -
<b>ARTICLE II LOAN</b> .....	- 32 -
<b>Section 2.01.</b> Loan Terms; Initial Funded Amount and Advances. ....	- 32 -
<b>Section 2.02.</b> Interest Rates; Loan Payments; Fees and Expenses .....	- 34 -
<b>Section 2.03.</b> Costs and Expenses .....	- 38 -
<b>Section 2.04.</b> Pledge .....	- 39 -
<b>Section 2.05.</b> Conditions to Closing .....	- 39 -
<b>ARTICLE III FUNDS AND ACCOUNTS</b> .....	- 41 -
<b>Section 3.01.</b> Acknowledgement of Funds .....	- 41 -
<b>Section 3.02.</b> Flow of Funds .....	- 41 -
<b>Section 3.03.</b> Loan Payment Fund.....	- 42 -
<b>Section 3.04.</b> Reserve Fund .....	- 42 -
<b>Section 3.05.</b> Costs of Issuance Fund .....	- 43 -
<b>Section 3.06.</b> Project Fund.....	- 43 -
<b>Section 3.07.</b> Investments of Funds.....	- 44 -
<b>ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE DISTRICT</b> .....	- 44 -
<b>Section 4.01.</b> Due Organization.....	- 44 -
<b>Section 4.02.</b> Power and Authorization .....	- 44 -
<b>Section 4.03.</b> No Legal Bar .....	- 45 -
<b>Section 4.04.</b> Consents.....	- 45 -
<b>Section 4.05.</b> Litigation .....	- 45 -
<b>Section 4.06.</b> Enforceability .....	- 45 -
<b>Section 4.07.</b> Changes in Law .....	- 45 -
<b>Section 4.08.</b> Financial Information and Statements.....	- 46 -
<b>Section 4.09.</b> Accuracy of Information .....	- 46 -
<b>Section 4.10.</b> IRS Listing.....	- 46 -
<b>Section 4.11.</b> Tax Exempt Status.....	- 46 -
<b>Section 4.12.</b> Financing Documents .....	- 46 -
<b>Section 4.13.</b> Regulations U and X.....	- 46 -
<b>Section 4.14.</b> Default, Etc .....	- 46 -

Section 4.15.	Sovereign Immunity .....	- 46 -
Section 4.16.	No Filings .....	- 46 -
Section 4.17.	Outstanding Debt.....	- 46 -
<b>ARTICLE V COVENANTS OF THE DISTRICT .....</b>		<b>- 47 -</b>
Section 5.01.	Performance of Covenants, Authority .....	- 47 -
Section 5.02.	Laws, Permits, and Obligations .....	- 47 -
Section 5.03.	Tax Covenants .....	- 47 -
Section 5.04.	Bonding and Insurance .....	- 48 -
Section 5.05.	Other Liabilities .....	- 48 -
Section 5.06.	Proper Books and Records .....	- 48 -
Section 5.07.	Reporting Requirements .....	- 48 -
Section 5.08.	Visitation and Examination .....	- 49 -
Section 5.09.	Further Assurances .....	- 50 -
Section 5.10.	Debt Service Mill Levy Covenants .....	- 50 -
Section 5.11.	Lender Consent Required for Certain Additional Debt.....	- 51 -
Section 5.12.	Continued Existence .....	- 51 -
Section 5.13.	Restructuring .....	- 51 -
Section 5.14.	District Operations.....	- 51 -
Section 5.15.	Enforcement and Collection .....	- 51 -
Section 5.16.	Material Adverse Action .....	- 51 -
Section 5.17.	No Change in Financing Documents.....	- 51 -
Section 5.18.	References to Lender .....	- 51 -
Section 5.19.	Termination of Agreement .....	- 51 -
Section 5.20.	Limitation Upon Exclusion of Property .....	- 52 -
Section 5.21.	Covenants Regarding Tax-Exempt Property.....	- 52 -
<b>ARTICLE VI RESERVED .....</b>		<b>- 52 -</b>
<b>ARTICLE VII EVENTS OF DEFAULT AND REMEDIES .....</b>		<b>- 52 -</b>
Section 7.01.	Events of Default .....	- 52 -
Section 7.02.	Remedies. ....	- 54 -
Section 7.03.	Insufficiency Event; Application of Insufficiency Rate.....	- 54 -
Section 7.04.	Notice to Lender of Default.....	- 54 -
Section 7.05.	Preservation of Collateral .....	- 54 -
Section 7.06.	Additional Lender Rights .....	- 55 -
Section 7.07.	Credit Balances; Setoff .....	- 55 -

<b>Section 7.08.</b>	Delay or Omission No Waiver .....	- 55 -
<b>Section 7.09.</b>	No Waiver of One Default To Affect Another; Remedies Cumulative .....	- 55 -
<b>ARTICLE VIII MISCELLANEOUS</b>	.....	- 55 -
<b>Section 8.01.</b>	Financing Document Inconsistencies .....	- 55 -
<b>Section 8.02.</b>	Assignments, Participations, etc. by the Lender.....	- 55 -
<b>Section 8.03.</b>	Litigation/Indemnification.....	- 56 -
<b>Section 8.04.</b>	Notice of Claims Against Lender; Limitation of Certain Damages .....	- 57 -
<b>Section 8.05.</b>	Notices .....	- 58 -
<b>Section 8.06.</b>	Payments.....	- 59 -
<b>Section 8.07.</b>	Applicable Law and Jurisdiction; Interpretation; Severability.....	- 59 -
<b>Section 8.08.</b>	Copies; Entire Agreement; Modification .....	- 59 -
<b>Section 8.09.</b>	Waiver of Jury Trial .....	- 59 -
<b>Section 8.10.</b>	Exhibits.....	- 60 -
<b>Section 8.11.</b>	No Recourse Against Officers and Agents.....	- 60 -
<b>Section 8.12.</b>	Conclusive Recital.....	- 60 -
<b>Section 8.13.</b>	Limitation of Actions.....	- 60 -
<b>Section 8.14.</b>	Pledge of Revenues .....	- 60 -
<b>Section 8.15.</b>	Reserved .....	- 60 -
<b>Section 8.16.</b>	No Liability.....	- 60 -
<b>Section 8.17.</b>	No Waiver; Modifications in Writing .....	- 61 -
<b>Section 8.18.</b>	Payment on Non-Business Days.....	- 61 -
<b>Section 8.19.</b>	Document Imaging .....	- 61 -
<b>Section 8.20.</b>	Further Assurances .....	- 61 -
<b>Section 8.21.</b>	Execution in Counterparts .....	- 62 -
<b>Section 8.22.</b>	Severability.....	- 62 -
<b>Section 8.23.</b>	Headings .....	- 62 -
<b>Section 8.24.</b>	Reserved .....	- 62 -
<b>Section 8.25.</b>	Integration.....	- 62 -
<b>Section 8.26.</b>	Lender Representation.....	- 62 -
<b>Section 8.27.</b>	Patriot Act Notice .....	- 62 -

EXHIBIT A-1:	FORM OF NOTE NO. 1
EXHIBIT A-2:	FORM OF NOTE NO. 2
EXHIBIT B:	FORM OF ADVANCE REQUEST CERTIFICATE
EXHIBIT C:	FORM OF TERMINATION CERTIFICATE
EXHIBIT D:	FORM OF PROJECT FUND REQUISITION
EXHIBIT E	FORM OF FIXED RATE CONVERSION CERTIFICATE

## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (this “Agreement”) is made and entered into as of November \_\_, 2014, by and between **DUBLIN NORTH METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **NATIONAL BANK HOLDINGS, N.A.**, a national banking association, in its capacity as lender (the “Lender”).

### WITNESSETH:

**WHEREAS**, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado; and

**WHEREAS**, at a special election of the qualified electors of the District, duly called and held on Tuesday, May 6, 2008 (the “2008 Election”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the 2008 Election voted in favor of, *inter alia*, the issuance of general obligation indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain improvements and facilities and refunding debt for the same, the questions relating thereto being as follows:

### BALLOT ISSUE F:

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CURBS, GUTTERS, CULVERTS, AND OTHER DRAINAGE FACILITIES, UNDERGROUND CONDUITS, UTILITY RELOCATION AND UNDERGROUNDING, SIDEWALKS, TRAILS, PUBLIC PARKING LOTS, STRUCTURES AND FACILITIES, PAVING, LIGHTING, GRADING, LANDSCAPING, BIKE PATHS AND PEDESTRIAN WAYS, PEDESTRIAN OVERPASSES, RETAINING WALLS, FENCING, ENTRY MONUMENTATION, STREETS CAPING, BRIDGES, OVERPASSES, UNDERPASSES, INTERCHANGES, MEDIAN ISLANDS, IRRIGATION, AND A SAFETY PROTECTION SYSTEM THROUGH TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, SIGNALIZATION, SIGNING AND STRIPING,

AREA IDENTIFICATION, DRIVER INFORMATION AND DIRECTIONAL ASSISTANCE SIGNS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE G:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATION

FACILITIES, IMPROVEMENTS AND PROGRAMS, INCLUDING BUT NOT LIMITED TO COMMUNITY PARKS, BIKE PATHS AND PEDESTRIAN WAYS, FENCING, TRAILS, GRADING, FIELDS, TOT LOTS, OPEN SPACE, CULTURAL ACTIVITIES, COMMON AREAS, COMMUNITY RECREATION CENTERS, TENNIS COURTS, OUTDOOR LIGHTING, EVENT FACILITIES, IRRIGATION FACILITIES, LAKES, WATER BODIES, SWIMMING POOLS, PUBLIC FOUNTAINS AND SCULPTURES, ART, GARDENS, LANDSCAPING, WEED CONTROL, AND OTHER ACTIVE AND PASSIVE RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE H:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY



REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION AND DISTRIBUTION SYSTEM FOR DOMESTIC AND OTHER PUBLIC AND PRIVATE PURPOSES BY ANY AVAILABLE MEANS, AND TO PROVIDE ALL NECESSARY OR PROPER TREATMENT WORKS AND FACILITIES, EQUIPMENT, AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO WELLS, WATER PUMPS, WATER LINES, WATER FEATURES, PURIFICATION PLANTS, PUMP STATIONS, TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, FIRE HYDRANTS, METERS, WATER TAPS, IRRIGATION FACILITIES, CANALS, DITCHES, WATER RIGHTS, FLUMES, PARTIAL FLUMES, HEADGATES, DROP STRUCTURES, STORAGE RESERVOIRS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING

IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE I:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SANITATION SYSTEM WHICH MAY CONSIST OF STORM OR SANITARY SEWERS, OR BOTH, FLOOD AND SURFACE DRAINAGE, TREATMENT AND DISPOSAL WORKS AND FACILITIES, OR SOLID WASTE DISPOSAL FACILITIES OR WASTE SERVICES, AND ALL NECESSARY OR PROPER EQUIPMENT AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO TREATMENT PLANTS AND FACILITIES, COLLECTION MAINS AND LATERALS, LIFT STATIONS, TRANSMISSION LINES, CANALS, SLUDGE HANDLING, REUSE AND DISPOSAL FACILITIES, AND/OR STORM SEWER, FLOOD AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, INCLUDING DETENTION/RETENTION PONDS, BOX CULVERTS AND ASSOCIATED IRRIGATION FACILITIES, EQUIPMENT, LAND, EASEMENTS AND SEWER TAPS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER

REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE J:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM TO TRANSPORT THE PUBLIC BY BUS, RAIL OR ANY OTHER MEANS OF CONVEYANCE, OR ANY COMBINATION THEREOF, OR PURSUANT TO CONTRACT, INCLUDING BUT NOT LIMITED TO PUBLIC TRANSPORTATION SYSTEM IMPROVEMENTS, TRANSPORTATION EQUIPMENT, PARK AND RIDE FACILITIES, PUBLIC PARKING LOTS, STRUCTURES, ROOFS, COVERS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS, AND ALL NECESSARY EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES OR SYSTEMS, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY

THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE K:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, MOSQUITO CONTROL AND ERADICATION FACILITIES, IMPROVEMENTS, PROGRAMS, EQUIPMENT AND SUPPLIES NECESSARY FOR THE ELIMINATION OF MOSQUITOES, INCLUDING BUT NOT LIMITED TO THE ELIMINATION OR TREATMENT OF BREEDING GROUNDS AND PURCHASE, LEASE, CONTRACTING OR OTHER USE OF EQUIPMENT OR SUPPLIES FOR MOSQUITO CONTROL WITHIN THE BOUNDARIES OF THE DISTRICT, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING

THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE L:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SAFETY PROTECTION SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNALS AND SIGNAGE, AND CONSTRUCTING UNDERPASSES OR OVERPASSES AT RAILROAD CROSSINGS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR

INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE M:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, FACILITIES, IMPROVEMENTS AND EQUIPMENT FOR FIRE FIGHTING AND FIRE PROTECTION, INCLUDING BUT NOT LIMITED TO FIRE STATIONS, FIRE TRUCKS, FIRE HYDRANTS, AMBULANCE AND EMERGENCY MEDICAL RESPONSE AND RESCUE SERVICES AND DIVING AND GRAPPLING STATIONS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO

REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE N:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, TELEVISION RELAY AND TRANSLATION SYSTEM IMPROVEMENTS THROUGH ANY MEANS NECESSARY, INCLUDING BUT NOT LIMITED TO EQUIPMENT, FACILITIES AND STRUCTURES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO

MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE O:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, SECURITY SERVICES AND IMPROVEMENTS INCLUDING PERIMETER AND INTERIOR SECURITY PATROLS, CONSTRUCTION OF SAFETY BARRIERS OR SIMILAR PROTECTIVE MEASURES, ACQUISITION OF SECURITY EQUIPMENT, PROTECTION OF DISTRICT PROPERTY FROM UNLAWFUL DAMAGE OR DESTRUCTION, AND OTHER SECURITY IMPROVEMENTS WHICH MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF DISTRICT AFFAIRS AND FOR PROTECTION OF THE HEALTH, SAFETY, AND WELFARE OF THE DISTRICT RESIDENTS, TAXPAYERS, OFFICERS, AND EMPLOYEES,



INCLUSIVE OF THE GENERAL PUBLIC, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE P:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING ALL OR ANY PART OF THE DISTRICT'S OPERATING AND MAINTENANCE EXPENSES, PROVISION OF PUBLIC SERVICE, MANAGEMENT SERVICES, ADMINISTRATION OR ADVANCES FOR SUCH EXPENSES MADE TO THE DISTRICT, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO

EXCEED 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, SUCH DEBT TO BE INCURRED AT ONE TIME OR FROM TIME TO TIME AND TO MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AND BE MADE PAYABLE FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING WITHOUT LIMITATION AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE DEBT WHEN DUE, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND SHALL THE PROCEEDS OF THE DEBT, THE REVENUES FROM SUCH TAXES, ANY OTHER REVENUES USED TO PAY THE DEBT, AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE Q:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF REFUNDING, REFINANCING OR DEFEASING ANY OR ALL OF THE DISTRICT'S DEBT, BUT NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN

AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE R:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO CONSIST OF INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS WITHOUT LIMIT AS TO TERM WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES, WHICH CONTRACTS WILL CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS AND WHICH WILL OBLIGATE THE DISTRICT TO PAY, REIMBURSE OR FINANCE THE COSTS OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, AND THE COSTS OF OPERATING AND MAINTAINING, ANY PUBLIC IMPROVEMENT WHICH THE DISTRICT IS LAWFULLY AUTHORIZED TO PROVIDE, ALL AS MAY BE PROVIDED IN SUCH CONTRACTS, SUCH CONTRACTS TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, BE REFINANCED AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE WITHOUT ADDITIONAL VOTER APPROVAL AND CONTAIN SUCH TERMS, NOT INCONSISTENT HERewith, AS THE DISTRICT BOARD OF DIRECTORS MAY DETERMINE; AND IN CONNECTION THEREWITH SHALL AD VALOREM PROPERTY TAXES BE

LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE OBLIGATIONS OF THE CONTRACTS WHEN DUE, THE PROCEEDS OF THE CONTRACTS, THE REVENUES FROM ALL TAXES, FROM REVENUE SHARING AGREEMENTS, ANY OTHER REVENUES USED TO PAY THE CONTRACTS AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**BALLOT ISSUE S:**

SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 DEBT BE INCREASED \$10,000,000 WITH A REPAYMENT COST OF \$82,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL DUBLIN NORTH METROPOLITAN DISTRICT NO. 2 TAXES BE INCREASED \$82,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO CONSIST OF AGREEMENTS OR OTHER CONTRACTS WITH ONE OR MORE PRIVATE PARTIES, WHICH CONTRACTS WILL CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS AND WHICH WILL OBLIGATE THE DISTRICT TO PAY, REIMBURSE OR FINANCE THE COSTS OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, AND THE COSTS OF OPERATING AND MAINTAINING, ANY PUBLIC IMPROVEMENT WHICH THE DISTRICT IS LAWFULLY AUTHORIZED TO PROVIDE, ALL AS MAY BE PROVIDED IN SUCH CONTRACTS, SUCH CONTRACTS TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 18% PER ANNUM, BE REFINANCED AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE WITHOUT ADDITIONAL VOTER APPROVAL AND CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE DISTRICT BOARD OF DIRECTORS MAY DETERMINE; AND IN CONNECTION THEREWITH SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE OBLIGATIONS OF THE CONTRACTS WHEN DUE, THE PROCEEDS OF THE CONTRACTS, THE REVENUES FROM ALL TAXES, FROM REVENUE SHARING AGREEMENTS, ANY OTHER REVENUES USED TO

PAY THE CONTRACTS AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

**WHEREAS**, the returns of the 2008 Election were duly canvassed and the result thereof duly declared; and

**WHEREAS**, the result of the 2008 Election was certified by the District by certified mail to the board of county commissioners of each county in which the 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., and with the division of securities created by Section 11-51-701, C.R.S. within forty-five days after the election; and

**WHEREAS**, the District has not heretofore issued any of the indebtedness authorized by the 2008 Election; and

**WHEREAS**, the Board of Directors of the District (the "Board") has heretofore determined and does hereby determine that it is necessary to pay the costs of acquiring, constructing, and installing a portion of the facilities for which the debt was approved by the 2008 Election (the "Project"), for the District and its inhabitants; and

**WHEREAS**, the Board has determined and hereby determines that it is in the best interests of the District, and the residents and taxpayers thereof, that the Project be financed by a loan from the Lender in the maximum aggregate principal amount of \$2,000,000 (as more particularly defined herein, the "Loan"); and

**WHEREAS**, the Loan shall be divided into two portions, with each portion represented by a separate promissory note, so that the proceeds from a principal amount of \$1,000,000 (the "Initial Funded Amount") shall be immediately available as provided hereunder, and an additional amount in the maximum principal amount of \$1,000,000 (the "Advancing Amount") shall be made available when and if advanced in the future as provided hereunder; and

**WHEREAS**, the District hereby allocates the maximum aggregate principal amount of the Loan to the 2008 Election as follows; provided however, that (i) the following is based upon the District's estimate of the use of such proceeds, and that the actual use may vary from the following as permitted by the 2008 Election, without the necessity of amending this Agreement; and (ii) the allocation of the portion of the Loan consisting of the Advancing Amount shall be contingent upon the funding thereof:

<b>Authorization from 2008 Election After 2014 Loan</b>			
<b>Purpose</b>	<b>Principal Amount Voted</b>	<b>Principal Amount Used by the Loan</b>	<b>Principal Amount Remaining</b>
Water			
Sanitation			
Streets			
Park and Recreation			
Operations			
Refunding			
IGA Debt			
<b>TOTAL</b>			

; and

**WHEREAS**, the Lender is willing to enter into this Agreement and to make the Loan to the District pursuant to the terms and conditions in this Agreement; and

**WHEREAS**, the Lender is a financial institution or institutional investor within the meaning of §32-1-103, C.R.S., and the debt represented by the Loan is permitted pursuant to §32-1-1101 (6)(a)(IV), C.R.S.; and

**WHEREAS**, the incurrence of the Loan and the issuance of the Notes (as defined herein) evidencing the same shall not involve a public offering, and are made exclusively with the Lender or other “accredited investors”, as that term is defined under sections 3(b) and (4)(2) of the federal “Securities Act of 1933” by regulation adopted thereunder by the securities and exchange commission, and as a result the Loan will be exempt from registration under the Colorado Municipal Bond Supervision Act; and

**WHEREAS**, as required by the District’s Service Plan, an Approved Development Plan (as defined in the Service Plan) has been approved by the City of Colorado Springs, Colorado, and is in effect; and

**WHEREAS**, the Loan shall be payable from and secured by the Collateral (as defined herein).

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the parties hereto agree as follows.

**ARTICLE I**

**DEFINITIONS**

**Section 1.01. Definitions.** In this Agreement, except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below. These definitions shall be equally applicable to both the singular and the plural forms of the terms so defined.

“*2008 Election*” means the authorizing debt election held within the District on May 6, 2008.

“*Accredited Investor*” means any Person which is an “accredited investor”, as that term is defined under sections 3(b) and (4)(2) of the federal “Securities Act of 1933” by regulation adopted thereunder by the securities and exchange commission.

“*Advance*” means the funding of all or any portion of the Advancing Amount pursuant to the terms hereof.

“*Advance Cessation Event*” means:

- (i) an Event of Default has occurred and is continuing;
- (ii) an Insufficiency Event has occurred and is continuing;
- (iii) the most recent Debt Ratio calculated by the Lender pursuant to Section 2.01(c)(ii) is in excess of 0.45; provided, however, such ratio calculation shall only constitute an Advance Cessation Event until such time as the District has provided the Lender with evidence of additional New Home Sales sufficient to reduce such ratio to 0.45 or below; or
- (iv) the amount of the Reserve Fund is less than the Reserve Requirement.

“*Advance Date*” means a date on which an Advance is funded by the Lender.

“*Advance Determination Date*” means a date prior to the expiration of the Advance Period as of which the Lender will determine that the requirements herein for an Advance have been met, which shall be (i) March 31, June 30, September 30, and December 31 of each year, through and including [December 31, 2018], or (ii) such later, other, or additional dates as may be permitted by the Lender.

“*Advance Period*” means the period of time during which Advances may be made hereunder, being the period between (i) the Closing Date, and (ii) [December 31, 2018], or such later date as may be approved by the Lender; provided that upon the receipt by the Lender of a Termination Certificate, the Advance Period shall be deemed terminated.

“*Advance Request Certificate*” means a properly completed certificate requesting an Advance in substantially the form set forth in Exhibit B attached hereto, in form and substance reasonably acceptable to the Lender.

“*Advance Termination Date*” means the earlier to occur of (a) the date on which, if at all, the aggregate amount of all Advances equals the Advancing Amount; or (b) the date which is the last day of the Advance Period.

“*Advancing Amount*” means the principal amount of \$1,000,000.

“*Agreement*” means this Loan Agreement and any amendments or supplements made hereto in accordance with the terms herewith.

“*Authorized Officer*” means any member of the Board.

“*Authorizing Resolution*” means the resolution adopted by the Board on November \_\_, 2014 authorizing the District to enter into the Loan and execute and deliver the Financing Documents.

“*Base Fixed Rate for Note No. 2*” means the Fixed Rate determined by the Lender as of the Fixed Rate Conversion Date (and set forth in the Fixed Rate Conversion Certificate) equal to the sum of (i) 65% of the Index swap curve for the remaining average life of that portion of the Loan evidenced by Note No. 2, plus (ii) 1.70%.

“*Base Interest Rate for Note No. 1*” means the interest rate per annum applicable to that portion of the Loan evidenced by Note No. 1 (i.e., the Initial Funded Amount) for so long as the Insufficiency Rate for Note No. 1, the Taxable Rate for Note No. 1, or the Default Rate for Note No. 1 do not apply, which shall be equal to \_\_\_\_%:

“*Base Interest Rate for Note No. 2*” means the interest rate per annum applicable to that portion of the Loan evidenced by Note No. 2 (i.e., the Advancing Amount, as the same is advanced from time to time) for so long as the Insufficiency Rate for Note No. 2, the Taxable Rate for Note No. 2, or the Default Rate for Note No. 2 do not apply, which shall be calculated as follows:

(i) if the Advancing Amount available under Note No. 2 has not been fully drawn, or if the Advancing Amount has been fully drawn but the interest rate on such amount has not been converted to a Fixed Rate pursuant to the terms hereof, the Base Interest Rate for Note No. 2 shall be the Base Variable Rate for Note No. 2, calculated with respect to any Advance from the Advance Date applicable to such Advance, in each case resetting monthly for each Interest Period thereafter; and

(ii) if the Advancing Amount available under Note No. 2 has been fully drawn and the interest rate on such amount has been converted to a Fixed Rate pursuant to the terms hereof, the Base Interest Rate for Note No. 2 shall be the Base Fixed Rate Note for No. 2, which Fixed Rate shall begin on the Fixed Rate Conversion Date and continue through and including the Maturity Date.

“*Base Variable Rate for Note No. 2*” means an interest rate per annum equal to the sum of (i) 1.53%, plus (ii) 65% of the Index, initially calculated as of the date of the first Advance and resetting on each Interest Reset Date thereafter.

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



“*Bond Counsel*” means Sherman & Howard L.L.C., or such other firm of nationally recognized municipal bond counsel acceptable to the Lender.

“*Business Day*” means any day of the week on which the Lender is conducting banking operations nationally and on which day the Lender’s offices are open for business in Denver, Colorado.

“*Certificate of Occupancy*” means a certificate, license, or similar document issued by the City of Colorado Springs, Colorado, or any other governmental entity having jurisdiction in such matters, indicating that a Home is in a condition suitable for occupancy and which is not temporary.

“*Certified Public Accountant*” means an independent 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 Council*” means the City of Council of the City of Colorado Springs, Colorado.

“*Closing*” means the concurrent execution and delivery of the Financing Documents by the respective parties thereto and the issuance and disbursement of the Initial Funded Amount of the Loan and application of the proceeds thereof in accordance with the provisions hereof.

“*Closing Date*” means the date on which the Closing occurs, estimated to be on or about November \_\_, 2014.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect as of the Closing Date.

“*Collateral*” means (i) the Pledged Revenue; and (ii) all amounts from time to time credited to the Costs of Issuance Fund, the Loan Payment Fund, and the Reserve Fund, including all accounts within such funds and investment earnings thereon.

“*Costs of Issuance Fund*” means the fund by that name established by the provisions of this Agreement to be held and administered pursuant to the provisions hereof.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the Closing Date.

“*Debt*” means, without duplication, all of the following obligations of the District incurred after the Closing Date for the payment of which the District promises or is required to impose an ad valorem property tax levy and/or impose fees: (i) borrowed money of any kind; (ii) obligations evidenced by bonds, debentures, notes, or similar instruments; (iii) obligations upon which interest charges are customarily paid; (iv) obligations under conditional sale or other title retention agreements relating to property or assets purchased by the District; (v) obligations issued or assumed as the deferred purchase price of property or services; (vi) obligations in connection with indebtedness of others secured by (or which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or other encumbrance on property owned or acquired by the District, whether or not the obligations secured thereby have been assumed (only to the extent of the fair market value of such asset if such indebtedness has not been assumed by

the District); (vii) obligations arising from guarantees made by the District; (viii) obligations evidenced by capital leases; (ix) obligations as an account party in respect of letters of credit and bankers' acceptances or similar obligations issued in respect of the District; and (x) obligations evidenced by any interest rate exchange agreement; provided that notwithstanding the foregoing, the term "Debt" does not include obligations issued for any purpose, the repayment of which is contingent upon the District's annual determination to appropriate moneys therefor, other than capital leases as set forth in (xi) above, so long as (a) such obligations are payable only to the extent the District has excess moneys on hand, (b) such obligations are payable in any Fiscal Year only after the last scheduled payment of principal or interest on the Loan in such Fiscal Year, and (c) the District makes no promise to impose any tax, fee, or other governmental charge for the payment of such obligations.

"*Debt Ratio*" means the ratio calculated annually by the Lender pursuant to Section 2.01(c)(ii) hereof.

"*Default*" means an event, act, or occurrence which, with the giving of notice or the lapse of time (or both), would become an Event of Default.

"*Default Rate for Note No. 1*" means an interest rate per annum equal to the sum of (i) the Base Interest Rate for Note No. 1, plus (ii) 3.00%.

"*Default Rate for Note No. 2*" means:

- (i) if the interest on Note No. 2 is accruing at a Variable Rate, an interest rate per annum equal to the sum of (a) the Index in effect for such Interest Period, plus (b) 4.00%; or
- (ii) if the interest on Note No. 2 is accruing at a Fixed Rate, an interest rate per annum equal to the sum of (a) the Base Fixed Rate for Note No. 2, plus (b) 3.00%.

"*Determination of Taxability*" means any determination, decision, or decree made by the commissioner or any district director of the Internal Revenue Service, or by any court of competent jurisdiction, which results in interest payable on the Loan (not including the interest represented by the Non-Use Fee) becoming includable in the gross income of the Lender pursuant to Section 103(b) of the Internal Revenue Code, and the rules and regulations promulgated thereunder, if and so long as such determination, decision, or decree is not being appealed or otherwise contested in good faith by the District. It is understood and agreed that a Determination of Taxability may result from the occurrence of any event, including without limitation any change in the Constitution or laws of the United States of America or the State of Colorado.

"*Estimated Debt Requirements*" means, with respect to any calendar year, an amount equal to the sum of the following with respect to such period:

- (i) the principal coming due on the Loan in such calendar year; and
- (ii) the interest coming due on the Loan in such calendar year, which interest shall be computed as follows:

(a) for that portion of the Loan evidenced by Note No. 1, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Base Interest Rate for Note No. 1 for all of such calendar year; and

(b) for that portion of the Loan evidenced by Note No. 2:

(1) if the calculation is made while Note No. 2 bears interest at a Variable Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using a rate equal to the sum of (A) 65% of the average Index for the preceding 12 month period (as determined by the Lender), plus (B) 1.53%, for all of such calendar year; or

(2) if the calculation is made while Note No. 2 bears interest at a Fixed Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Base Fixed Rate for Note No. 2 for all of such calendar year;

(c) notwithstanding clauses (a) and (b) of this subsection (ii), if the calculation of interest is being made while the Loan bears interest at the Taxable Rate for Note No. 1 or the Taxable Rate for Note No. 2, as applicable to each portion of the Loan, the District shall determine the amount of interest expected to be due and payable in such calendar year as follows:

(1) for that portion of the Loan evidenced by Note No. 1, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Taxable Rate for Note No. 1 for all of such year; and

(2) for that portion of the Loan evidenced by Note No. 2:

(A) if the calculation is made while Note No. 2 bears interest at a Variable Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using a rate equal to the sum of (i) 65% of the average Index for the preceding 12 month period (as determined by the Lender), plus (ii) 1.53%, divided by [0.65], for all of such calendar year; or

(B) if the calculation is made while Note No. 2 bears interest at a Fixed Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Taxable Rate for Note No. 2 for all of such calendar year;

(d) notwithstanding clauses (a) and (b) of this subsection (ii), and subject to clause (f) below, if the calculation of interest is being made while the Loan bears interest at the Insufficiency Rate for Note No. 1 or the Insufficiency Rate for Note No. 2, as applicable to each portion of the Loan, the District shall determine the amount of interest expected to be due and payable in such calendar year as follows:

(1) for that portion of the Loan evidenced by Note No. 1, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Insufficiency Rate for Note No. 1 for all of such calendar year; and

(2) for that portion of the Loan evidenced by Note No. 2:

(A) if the calculation is made while Note No. 2 bears interest at a Variable Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using a rate equal to the sum of (i) 65% of the average Index for the preceding 12 month period (as determined by the Lender), plus (ii) 5.53%, for all of such calendar year; or

(B) if the calculation is made while Note No. 2 bears interest at a Fixed Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Insufficiency Rate for Note No. 2 for all of such calendar year;

(e) notwithstanding clauses (a) and (b) of this subsection (ii), and subject to clause (g) below, if the calculation of interest is being made while the Loan bears interest at the Default Rate for Note No. 1 or the Default Rate for Note No. 2, as applicable to each portion of the Loan, the District shall determine the amount of interest expected to be due and payable in such calendar year as follows:

(1) for that portion of the Loan evidenced by Note No. 1, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Default Rate for Note No. 1 for all of such calendar year; and

(2) for that portion of the Loan evidenced by Note No. 2:

(A) if the calculation is made while Note No. 2 bears interest at a Variable Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using a rate equal to the sum of (i) 65% of the average Index for the preceding 12 month period (as determined by the Lender), plus (ii) 5.53%, for all of such calendar year; or

(B) if the calculation is made while Note No. 2 bears interest at a Fixed Rate, the District shall determine the amount of interest expected to be due and payable in such calendar year by using the Default Rate for Note No. 2 for all of such calendar year;

(f) if the calculation of interest is being made while the Loan bears interest at the Insufficiency Rate for Note No. 1 or the Insufficiency Rate for Note No. 2, as applicable to each portion of the Loan, if the District reasonably concludes that the Insufficiency Event causing the Insufficiency Rate for Note No. 1 or the Insufficiency Rate for Note No. 2, as applicable to each portion of the Loan, to apply will be cured as of a particular date occurring within the calendar year for which the Estimated Debt Requirements are then being computed (and the Base Interest Rate for Note No. 1 or the Base Interest Rate for Note No. 2, as applicable to each portion of the Loan, will begin to apply as of that date), or that all amounts due in connection with the Loan will be paid in full as of a particular date occurring within the calendar year for which the Estimated Debt Requirements are then being computed, the District may modify the calculation of interest accordingly, but only if (1) it has given at least ten (10) Business Days prior

written notice to the Lender of such modification, and (2) the Lender has consented thereto in writing; and

(g) if the calculation of interest is being made while the Loan bears interest at the Default Rate for Note No. 1 or the Default Rate for Note No. 2, as applicable to each portion of the Loan, if the District reasonably concludes that the Event of Default causing the Default Rate for Note No. 1 or the Default Rate for Note No. 2, as applicable to each portion of the Loan, to apply will be cured as of a particular date occurring within the calendar year for which the Estimated Debt Requirements are then being computed (and the Base Interest Rate for Note No. 1 or the Base Interest Rate for Note No. 2, as applicable to each portion of the Loan, will begin to apply as of that date), or that all amounts due in connection with the Loan will be paid in full as of a particular date occurring within the calendar year for which the Estimated Debt Requirements are then being computed, the District may modify the calculation of interest accordingly, but only if (1) it has given at least ten (10) Business Days prior written notice to the Lender of such modification, and (2) the Lender has consented thereto in writing.

“*Event of Default*” has the meaning set forth in Section 7.01 hereof.

“*Final Certified Assessed Valuation*” means the final certified assessed valuation of all taxable property of the District, as calculated and recorded by the El Paso County Assessor on or about December 10 of each calendar year, or on such other date as may be established by law for the annual final certification of assessed valuation.

“*Financing Documents*” means this Agreement, the Notes evidencing the Loan, and the Authorizing Resolution, all in form and substance satisfactory to the Lender.

“*Fiscal Year*” means the 12 months commencing January 1 of any year and ending December 31 of such year.

“*Fixed Rate*” means a rate of interest per annum which does not vary periodically and is fixed.

“*Fixed Rate Conversion Certificate*” means a certificate in substantially the form set forth as Exhibit E attached hereto.

“*Fixed Rate Conversion Date*” means the effective date as of which that portion of the Loan evidenced by Note No. 2 converts from a Variable Rate to a Fixed Rate, as determined by the applicable Fixed Rate Conversion Certificate.

“*General Counsel*” means White Bear Ankele Tanaka & Waldron, or any successor General Counsel designated in writing by the District.

“*Home*” means a single-family residence located on real property which is subject to the Required Mill Levy.

“*Incremental Sales*” means, as of any particular Advance Determination Date, an amount equal to (i) the cumulative dollar amount of New Home Sales through and including such Advance Determination Date (excluding the dollar amount of any New Home Sales used by the District to

decrease its Debt Ratio to 0.45 or below, if necessary); *minus* (ii) the cumulative dollar amount of New Home Sales previously certified by the District to the Lender pursuant to all Advance Request Certificates theretofore fully honored by the Lender (excluding the dollar amount of any New Home Sales used by the District to decrease its Debt Ratio to 0.45 or below, if necessary).

“*Incremental Value Additions*” means, as of any particular Advance Determination Date, the sum of all Incremental Sales.

“*Index*” means the rate of interest relating to quotations for the London InterBank Offered Rate for the related Interest Period, as published on Bloomberg LP, or, if no longer provided by Bloomberg LP, such rate as shall be determined in good faith by the Lender from such sources as the Lender shall determine to be comparable to Bloomberg LP (or any successor) as determined by the Lender at approximately 9:00 a.m. (Denver, Colorado time) two Business Days before the beginning of each Interest Period.

“*Initial Funded Amount*” means the principal amount of \$1,000,000.

“*Interest Differential*” has the meaning set forth in Section 2.02(a)(iii)(B) hereof.

“*Interest Payment Date*” means June 1 and December 1 of each year, commencing December 1, 2014, and continuing through and including the Maturity Date.

“*Interest Period*” means:

(i) with respect to that portion of the Loan evidenced by Note No. 1, (a) the period commencing on the Closing Date to, but not including, the next succeeding June 1 or December 1, whichever is earlier, and (b) thereafter, the six-month period commencing on the June 1 or December 1 described in the preceding clause (a) to, but not including, each June 1 and December 1 thereafter; and

(ii) with respect to that portion of the Loan evidenced by Note No. 2:

(a) if Note No. 2 is bearing interest at a Variable Rate, (1) the period commencing on the first day of the first Variable Rate Period to but not including the first Business Day of the calendar month immediately succeeding the commencement of the first Variable Rate Period, and thereafter, (2) the period from and including the first Business Day of the calendar month described in the preceding clause (1) to, but not including, the first Business Day of the following calendar month; or

(b) if Note No. 2 is bearing interest at a Fixed Rate, (1) the period commencing on the Fixed Rate Conversion Date to, but not including, the next succeeding June 1 or December 1, whichever is earlier, and (1) thereafter, the six-month period commencing on the June 1 or December 1 described in the preceding clause (1) to, but not including, each June 1 and December 1 thereafter; and

(iii) for purposes of computing the Base Fixed Rate for Note No. 2 only, Interest Period (as such term is used in the definition of Index) shall mean, as of the date of calculation,

the period of time most closely approximating the remaining average life of that portion of the Loan evidenced by Note No. 2, as determined by the Lender.

Each Interest Period shall commence on the day immediately following the expiration of the preceding Interest Period.

“*Interest Reset Date*” means, with respect to a Variable Rate Period, the first day of each Interest Period, such day being the date immediately following the expiration of the preceding Interest Period.

“*Insufficiency Event*” has the meaning set forth in Section 7.03 hereof.

“*Insufficiency Rate for Note No. 1*” means a rate per annum equal to the sum of (a) the Base Interest Rate for Note No. 1, plus (b) 3.00%.

“*Insufficiency Rate for Note No. 2*” means:

(i) if the interest on Note No. 2 is accruing at a Variable Rate, a rate per annum equal to the sum of (a) the Index in effect for such Interest Period, plus (b) 4.00%; or

(ii) if the interest on Note No 2 is accruing at a Fixed Rate, a rate per annum equal to the sum of (a) the Base Fixed Rate for Note No. 2, plus (b) 3.00%.

“*Lender*” means National Bank Holdings, N.A., a national banking association, in its capacity as maker of the Loan.

“*Loan*” means the loan made by the Lender to the District hereunder in the aggregate principal amount of (i) the Initial Funded Amount, and (ii) any Advances funded by the Lender in accordance with the terms and provisions of this Agreement. The maximum principal amount of the Loan is \$2,000,000.

“*Loan Balance*” means, as of any relevant date, the sum of the Initial Funded Amount and all Advances made hereunder, less any payments of principal received by the Lender for application to the Loan as of such date.

“*Loan Payment Fund*” means the fund by that name established by the provisions of this Agreement to be held and administered pursuant to the provisions hereof.

“*Maturity Date*” means December 1, 2023.

“*Maximum Debt Mill Levy Imposition Term*” means the maximum term in which a debt service mill levy may be imposed by the District on any single property developed for residential uses, as determined pursuant to the Service Plan.

“*Maximum Rate*” means 18.00%, the maximum Net Effective Interest Rate permitted by the terms of the 2008 Election.

“*Net Effective Interest Rate*” means, as of the end of any Interest Period, the total amount of interest accrued hereunder on the Loan from the Closing Date through the last day of such Interest Period, divided by the sum of the products derived by multiplying the principal amount of the Loan outstanding in each year by the number of years from the date of this Agreement to the last day of such Interest Period (or the date on which such principal amount was actually paid, if earlier); provided that in the event of a conflict between the above calculations and the calculations of net effective interest rate required by law or by the terms of the District’s electoral authorization, the net effective interest rate required by law or by the terms of the District’s electoral authorization shall control.

“*New Home Sales*” means for any period of calculation, the initial sales to Third Parties of Homes for which a Certificate of Occupancy has been issued, stated as a dollar amount equal to the sum of the sales prices of the Homes sold during such period. For purpose of this definition, the terms “sales” and “sold” (a) shall consist only of the transfer of fee simple title and not a lesser or different interest in property, where the deed in connection with such transfer shall have been recorded in the real estate records of the applicable county, and (b) shall not include any re-sales of Homes.

“*Non-Use Fee*” means the fee to be paid to the Lender pursuant to Section 2.02(d) hereof in consideration of making the Unfunded Advance Amount available.

“*Note No. 1*” means the Dublin North Metropolitan District No. 2 Promissory Note No. 1 evidencing the Initial Funded Amount, issued by the District, as maker, to the Lender, as payee, dated as of the date of issuance, and in substantially the form set forth in Exhibit A-1 attached hereto.

“*Note No. 2*” means the Dublin North Metropolitan District No. 2 Promissory Note No. 2 evidencing the Advancing Amount, as the same may be advanced to the District from time to time pursuant to the terms hereof, issued by the District, as maker, to the Lender, as payee, dated as of the date of issuance, and in substantially the form set forth in Exhibit A-2 attached hereto.

“*Notes*” means, collectively, Note No. 1 and Note No. 2.

“*Participants*” means one or more commercial banks or other Persons not affiliates of the District, which Participants shall be Accredited Investors.

“*Permitted Investments*” means any investment or deposit permissible for the District under then applicable law.

“*Permitted Subordinate Debt*” means additional Debt issued after the Closing Date which meets all of the following criteria:

(i) the proceeds of such additional Debt may only be used to pay additional Project Costs, fund any necessary reserves or capitalized interest required in connection therewith, and pay the costs of issuing such additional Debt;

(ii) at the time of issuance, no Event of Default or Insufficiency Event hereunder shall have occurred and be continuing, and there shall be no default, event of default, or



insufficiency event which has occurred and is then continuing under the instruments governing other Senior Obligations then outstanding, if any;

(iii) such additional Debt shall be payable as to principal and interest only once per year, on a date after all amounts to be paid or accumulated in connection with the Loan and other Senior Obligations, if any, in such year have been paid or accumulated, and shall be payable only if no Event of Default or Insufficiency Event has occurred and is then continuing hereunder and no default, event of default, or insufficiency event has occurred and is then continuing under the instruments governing other Senior Obligations then outstanding, if any;

(iv) acceleration of such additional Debt shall not be an available remedy or right under any circumstance, including without limitation a default under such additional Debt;

(v) the interest rate to be borne by such additional Debt shall not exceed [8.0] per centum per annum;

(vi) the owner(s) of such additional Debt shall have no prior consent rights to any amendments to this Agreement or the other Financing Documents;

(vii) the maturity date of such additional Debt shall not be earlier than the Maturity Date of the Loan;

(viii) the documentation pursuant to which such additional Debt is authorized and incurred shall contain provisions to the effect that the payment thereof is fully subordinate and junior to the payment of the Loan, the other Senior Obligations, if any, and all amounts due and payable hereunder and under any instrument pursuant to which other Senior Obligations are issued; and

(ix) prior to the issuance of any such additional Debt, the Lender shall have received the final documentation pursuant to which such additional Debt is proposed to be issued, and such documentation shall be subject to the review by the Lender for compliance with the terms hereof; provided however, that notice of the Lender's approval (or notice of disapproval and the reason or reasons therefor) shall be provided to the District by the Lender within ten (10) Business Days of receipt of such documentation, and failure by the Lender to respond to the District in writing within such period shall be deemed approval by the Lender of such documentation.

*"Person"* means an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

*"Pledged Revenue"* means the moneys derived by the District from the following sources, after payment of any costs of collection:

(i) the Required Mill Levy;

(ii) the portion of the Specific Ownership Taxes allocable to the amount of the Required Mill Levy; and

(iii) any other legally available moneys which the Board determines in its sole discretion to apply as Pledged Revenue.

“*Principal Payment Date*” means December 1 of each year, commencing December 1, 2015, and continuing through and including the Maturity Date.

“*Project*” means the acquisition, construction, and installation of a portion of the facilities for which the debt was approved by the 2008 Election, including without limitation necessary or appropriate equipment.

“*Project Costs*” means the District’s costs properly attributable to the Project or any part thereof, including without limitation:

(i) 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;

(ii) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;

(iii) the costs of reimbursing funds advanced by the District in anticipation of reimbursement from proceeds of the Notes, including any intrafund or interfund loan;

(iv) the costs of surveys, appraisals, plans, designs, specifications, and estimates;

(v) the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents, consultants, or employees;

(vi) the costs of publishing, reproducing, posting, mailing, or recording documents;

(vii) the costs of contingencies or reserves;

(viii) the costs of incurring the Loan;

(ix) the costs of amending this Agreement or any resolution or other instrument relating to the Loan or the Project;

(x) 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;

(xi) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;

(xii) the costs of demolition, removal, and relocation; and

(xiii) all other lawful costs as determined by the Board.

“*Project Fund*” means the fund by that name established by the provisions of this Agreement to be held and administered pursuant to the provisions hereof.

“*Project Fund Requisition*” means a certificate executed by the District in substantially the form set forth as Exhibit D attached hereto.

“*Required Documentation*” means, with respect to each New Home Sale set forth in any Advance Request Certificate: (i) a copy of the recorded deed vesting fee simple title in the applicable Third Party, provided that if the sale price with respect to any New Home Sale is not reflected on the recorded deed, a copy of the purchaser’s settlement statement prepared by the escrow or title company, or (ii) such other evidence of New Home Sales and the sales prices thereof as may be acceptable to the Lender in its reasonable discretion.

“*Required Mill Levy*” shall have the following meaning:

(i) Subject to subsection (ii) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in an amount which, when combined with moneys held in the Loan Payment Fund not required to be applied to the payment of the Loan in the then-current calendar year (not including moneys in the Reserve Fund), is not less than the Estimated Debt Requirements of the Loan for the next calendar year, and to fund the Reserve Fund to the Reserve Requirement, but (i) not in excess of 30 mills; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases, to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. The District hereby determines that, pursuant to the above formula and based on changes since January 1, 2006, a mill levy of 30 mills as set forth above is now \_\_\_\_ mills.

(ii) Notwithstanding anything herein to the contrary, in no event may the Required Mill Levy be established at a mill levy which would cause the District to derive tax revenue in any year in excess of the maximum tax increases permitted by the District’s electoral authorization, and if the Required Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the District’s electoral authorization, the Required Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded.

“*Reserve Fund*” means the fund by that name established by the provisions of this Agreement to be held and administered pursuant to the provisions hereof.

“*Reserve Requirement*” means (i) upon issuance of the Initial Funded Amount, the amount of \$20,000; and (ii) upon each Advance, an additional amount equal to 2.00% of the principal amount of such Advance.

“*Senior Obligations*” means (i) the Loan; and (ii) any other bonds, notes, contracts, or other multiple-fiscal year financial obligations constituting a general obligation of the District and having a lien or claim upon the Pledged Revenue or any portion thereof on a parity with the lien and claim of the Loan. The term Senior Obligations shall not include Subordinate Obligations.

“*Service Plan*” means the service plan for the District, as approved pursuant to Title 32, Article 1, C.R.S., including any amendments or supplements made thereto in accordance with law.

“*Special District Act*” means Title 32, Article 1, C.R.S.

“*Specific Ownership Tax*” means the specific ownership tax which is collected by the appropriate county and remitted to the District pursuant to §42-3-107, C.R.S., or any successor statute.

“*Subordinate Obligations*” means (i) Permitted Subordinate Debt, if any; and (ii) any other bonds, notes, contracts, or other multiple-fiscal year financial obligations constituting a general obligation of the District and having a lien or claim upon the Pledged Revenue or any portion thereof which is junior and subordinate to the lien and claim of the Senior Obligations. The term Subordinate Obligations shall not include Senior Obligations.

“*Supplemental Public Securities Act*” means Title 11, Article 57, C.R.S.

“*Taxable Rate for Note No. 1*” means a rate per annum equal to the sum of (a) the Base Interest Rate for Note No. 1, divided by (b) [0.65].

“*Taxable Rate for Note No. 2*” means a rate per annum equal to the sum of (a) the Base Interest Rate for Note No. 2, divided by (b) [0.65].

“*Tax Certificate*” means the tax compliance certificate to be signed by the District, in a form acceptable to Bond Counsel, relating to the requirements of Sections 103 and 141-150 of the Code.

“*Termination Certificate*” means a certificate in substantially the form of Exhibit D attached hereto, pursuant to which the District may unilaterally terminate the Advance Period and the obligation to pay the Non-Use Fee in connection therewith.

“*Third Party*” means a person or entity who or which purchases a Home, which person or entity: (a) is not the developer or builder of such Home and is not a person or entity exempt from the obligation to pay real property taxes under the laws of the State of Colorado; or (b) is any other person or entity which is otherwise acceptable to the Lender in its discretion.

“*Unfunded Advance Amount*” means, as of the any date of calculation, an amount equal to the Advancing Amount less the sum of all Advances funded by the Lender as of the date of calculation.

“*Variable Rate*” means a rate of interest which varies periodically and is not fixed.

“*Variable Rate Period*” means the period during which that portion of the Loan evidenced by Note No. 2 bears interest at a Variable Rate.

**Section 1.01. Interpretation.** In this Loan Agreement, unless the context otherwise requires:

(i) 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;

(ii) 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;

(iii) 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;

(iv) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(v) all exhibits referred to herein are incorporated herein by reference.

## ARTICLE II

### LOAN

#### **Section 2.01. Loan Terms; Initial Funded Amount and Advances.**

(i) ***Agreement To Make Loan.*** The Lender hereby agrees to extend the Loan to the District in the maximum aggregate principal amount of \$2,000,000, subject to the terms and conditions of this Agreement. The Loan shall consist of the Initial Funded Amount and any Advances made hereunder. The Initial Funded Amount shall be evidenced by Note No. 1, and the Advancing Amount (as the same may be drawn from time to time pursuant to the terms hereof) shall be evidenced by Note No. 2. Both Notes shall be issued to the Lender on the Closing Date.

(ii) ***Application of Initial Funded Amount.*** On the Closing Date, the Lender will make available the proceeds of the Initial Funded Amount, and such Initial Funded Amount shall be applied as follows:

(a) The amount of the Reserve Requirement (\$20,000) shall be credited to the Reserve Fund.

(b) The amount of \$\_\_\_\_\_ shall be credited to the Costs of Issuance Fund.

(c) The remaining amount of \$\_\_\_\_\_ shall be credited to the Project Fund.

(iii) **Advances.** Effective as of any Advance Determination Date, the District may request and, subject to the provisions hereof, shall be entitled to an Advance in an amount not in excess of the lesser of: (a) 2.40% of the Incremental Value Additions; or (b) the then- Unfunded Advance Amount. Such Advance, if made, shall be evidenced by Note No. 2.

(a) Advances shall be requested by submission to the Lender of an Advance Request Certificate. Upon the receipt of an Advance Request Certificate, the Lender shall be obligated to make the Advance so requested; provided that notwithstanding the foregoing or anything else herein to the contrary, if an Advance Cessation Event exists as of any Advance Determination Date, and for so long as such Advance Cessation Event exists, the Lender shall not be obligated to make any further Advances. It is acknowledged that the termination of one Advance Cessation Event shall not prevent the existence of a later, separate Advance Cessation Event.

(b) On or about January 30 of each calendar year, the Lender shall calculate a ratio using: (1) the Debt outstanding as the numerator; and (2) the sum of (A) the District's most recent Final Certified Assessed Valuation, plus (B) a product equal to 0.0796 times the sum of all Incremental Sales used to make Advances in the prior calendar year, as the denominator. If the ratio produced is in excess of 0.45, no additional Advances may be made until the Lender is provided with evidence of additional New Homes Sales sufficient to decrease such ratio to 0.45 or below.

(c) In the event that the Lender determines that an Advance Request Certificate is defective, incorrect, or otherwise not in conformance with the provisions hereof, it shall inform the District at the earliest practicable time as to such determination and shall provide the District reasonable detail as to the grounds for such determination. Nothing herein shall affect or restrict the District's right to supplement, substitute, amend, or withdraw and resubmit other Advance Request Certificates remedying any such nonconformance, which may be with respect to the same Advance Determination Date and Incremental Value Additions, and which may include additional Incremental Value Additions occurring after the first submission, all as determined by the District, and there shall be no default or liability of the District in connection therewith.

(iv) **Application of Advances.** On the date of any Advance, the Lender will make available the proceeds of the Advance, which Advance shall be applied as follows:

(a) The amount necessary to bring the amount of the Reserve Fund to the Reserve Requirement shall be credited to the Reserve Fund.

(b) The remaining amount of such Advance shall be credited to the Project Fund.

**Section 2.02. Interest Rates; Loan Payments; Fees and Expenses.**

(i) ***Interest Payments.***

(a) *Payment Dates and Computations.* Interest payments on the Loan shall be due on each Interest Payment Date. All interest due and payable hereunder shall be calculated on the basis of a 360-day year and actual number of days elapsed in the applicable period. Interest not paid when due shall remain due and owing, but shall not compound or bear additional interest. In the event that any interest is due but unpaid on and after the Maturity Date, interest shall thereafter be payable, in whole or in part, on the first Business Day of every month; provided that the District shall have the right to pay all principal and interest on the Loan in full on any date after the Maturity Date.

(b) *Interest Rates.*

(1) Base Interest Rates.

(A) Unless the Insufficiency Rate for Note No. 1, the Default Rate for Note No. 1, or the Taxable Rate for Note No. 1 apply pursuant to the terms of this Section, that portion of the Loan Balance evidenced by Note No. 1 shall bear interest at the Base Interest Rate for Note No. 1.

(B) Unless the Insufficiency Rate for Note No. 2, the Default Rate for Note No. 2, or the Taxable Rate for Note No. 2 apply pursuant to the terms of this Section, that portion of the Loan Balance evidenced by Note No. 2 shall bear interest at the Base Interest Rate for Note No. 2.

(2) Default Rates.

(A) Immediately upon the occurrence of an Event of Default and for so long as such Event of Default continues and remains uncured to the satisfaction of the Lender, that portion of Loan Balance evidenced by Note No. 1 shall bear interest at the Default Rate for Note No. 1 to but not including the day after the Maturity Date.

(B) Immediately upon the occurrence of an Event of Default and for so long as such Event of Default continues and remains uncured to the satisfaction of the Lender, that portion of Loan Balance evidenced by Note No. 2 shall bear interest at the Default Rate for Note No. 2 to but not including the day after the Maturity Date.

(3) Insufficiency Rates.

(A) Immediately upon the occurrence of an Insufficiency Event and for so long as such Insufficiency Event continues and remains uncured to the satisfaction of the Lender, that portion of the Loan Balance evidenced by Note No. 1 shall bear interest at the Insufficiency Rate for Note No. 1 to but not including the day after the Maturity Date.

(B) Immediately upon the occurrence of an Insufficiency Event and for so long as such Insufficiency Event continues and remains uncured to the satisfaction

of the Lender, that portion of the Loan Balance evidenced by Note No. 2 shall bear interest at the Insufficiency Rate for Note No. 2 to but not including the day after the Maturity Date.

(4) Taxable Rates.

(A) On the effective date of any Determination of Taxability, that portion of the Loan evidenced by Note No. 1 shall bear interest at the Taxable Rate for Note No. 1 for so long as such Determination of Taxability results in the inclusion in gross income for federal income tax purposes of interest on that portion of the Loan evidenced by Note No. 1 (not including the interest represented by the Non-Use Fee). Notwithstanding the foregoing, the Taxable Rate for Note No. 1 shall not apply to Note No. 1 at any time the Default Rate for Note No. 1 or the Insufficiency Rate for Note No. 1 are in effect.

(B) On the effective date of any Determination of Taxability, that portion of the Loan Balance evidenced by Note No. 2 shall bear interest at the Taxable Rate for Note No. 2 for so long as such Determination of Taxability results in the inclusion in gross income for federal income tax purposes of interest on that portion of the Loan evidenced by Note No. 2 (not including the interest represented by the Non-Use Fee). Notwithstanding the foregoing, the Taxable Rate for Note No. 2 shall not apply to Note No. 2 at any time the Default Rate for Note No. 2 or the Insufficiency Rate for Note No. 2 are in effect.

(c) *Maximum Interest Rate; Interest Rate Differential.*

(1) Maximum Rate. Notwithstanding the foregoing provisions, the maximum Net Effective Interest Rate that the District is authorized to pay with respect to the Loan is the Maximum Rate, and the Loan shall not bear interest at a rate in any particular Interest Period that would cause the Net Effective Interest Rate on the Loan, calculated as of the end of such Interest Period, to exceed the Maximum Rate. In addition to the foregoing, to the extent amounts due to the Lender have not been fully repaid because of the application of this Maximum Rate provision, the provisions of Section 2.02(a)(iii)(B) hereof shall apply.

(2) Interest Rate Differential. If the interest due and payable on any obligation hereunder computed at the applicable interest rate provided herein is in excess of the amount actually paid by the District as a result of the Maximum Rate provisions of Section 2.02(a)(iii)(A) hereof, the difference between what would have been the interest payable on such amounts had they accrued interest at the applicable interest rate, and the actual interest paid by the District on such obligation (the "Interest Differential") shall remain an obligation of the District. If at any time there is an Interest Differential owed to the Lender, any reduction in interest rate that would result from the application of the Maximum Rate to the applicable interest rate shall not reduce the rate of interest below the Maximum Rate until the total amount due has been paid to the Lender as if the applicable interest rate had at all times been utilized. It is acknowledged by the Lender that the obligations of the District hereunder are limited by the District's voted debt authorization with respect to principal amount, Maximum Rate, maximum repayment cost, and maximum annual tax increases, and that, notwithstanding anything herein to the contrary, the District is not authorized and is not obligating itself with respect to the foregoing obligations in excess of that which is permitted under the terms of the District's voted debt authorization. Notwithstanding anything else herein to the contrary, the District shall not be obligated to pay



more than the amount permitted by law and its electoral authorization in repayment of the District’s obligations hereunder, including all payments of principal, [Prepayment Fee if any], and interest, and all of the District’s obligations hereunder and under the Note will be deemed defeased and no longer outstanding upon the payment by the District of such amount.

(ii) **Conversion to Fixed Rate; Fixed Rate Conversion Date.** Subject to the provisos herein, at the request of the District, and after the entire Advancing Amount (i.e., \$1,000,000) has been advanced to the District, that portion of the Loan evidenced by Note No. 2 may be converted so that it bears interest at a Fixed Rate; provided, however, as a condition to any such conversion, the Lender shall receive an opinion of Bond Counsel to the effect that the conversion of the interest rate on such portion of the Loan will not in and of itself adversely affect the exclusion of interest on the Loan from gross income for federal income tax purposes. The actual Fixed Rate and the Fixed Rate Conversion Date will be conclusively determined by a properly executed Fixed Rate Conversion Certificate.

(iii) **Principal Payments.**

(a) Repayment of principal amounts owing on that portion of the Loan evidenced by Note No. 1 shall come due on the dates and in the amounts set forth below. On the Maturity Date, the outstanding principal balance of the Loan evidenced by Note No. 1 shall be due and payable in full. The principal payment amounts on that portion of the Loan evidenced by Note No. 1 shall be as set forth below:

<b>Principal Payment Date</b>	<b>Principal Amount Due</b>
December 1, 2015	\$25,000
December 1, 2016	25,000
December 1, 2017	26,000
December 1, 2018	27,000
December 1, 2019	29,000
December 1, 2020	30,000
December 1, 2021	31,000
December 1, 2022	32,000
December 1, 2023	34,000
December 1, 2024 (Maturity Date)	All remaining unpaid principal

(b) Repayment of principal amounts owing on that portion of the Loan evidenced by Note No. 2 shall come due on the dates and in the amounts set forth below. On the Maturity Date, the outstanding principal balance of the Loan evidenced by Note No. 2 shall be due and payable in full. The principal payment amounts on that portion of the Loan evidenced by Note No. 2 shall be as set forth below:

<b>Principal Payment Date</b>	<b>Principal Amount Due</b>
December 1, 2017	15,000*
December 1, 2018	16,000*
December 1, 2019	17,000*
December 1, 2020	18,000*
December 1, 2021	19,000*
December 1, 2022	20,000
December 1, 2023	21,000*
December 1, 2024 (Maturity Date)	All remaining unpaid principal

[\*Or the entire balance of Note No. 2 outstanding on such date, if less than the amount indicated.]

(c) Notwithstanding the foregoing, in the event the District delivers a Termination Certificate to the Lender, or the balance of the Advancing Amount is revoked by the Lender following an Event of Default, the Lender reserves the right, upon notice to the District, to adjust the principal payments due on each Note set forth above so that they result in a debt service coverage ratio of 1.25/1.00 assuming a fixed interest rate per annum of 6.00% and a full amortization of the principal due under each Note by December 1, 2044. Such debt service coverage ratio shall be determined by reference to the Pledged Revenue produced by the District in the immediately preceding calendar year.

(iv) **Non-Use Fee.** Commencing on the Closing Date and ending on the date a Termination Certificate is received by the Lender, the District shall pay to the Lender a Non-Use Fee in an amount equal to 0.50% of the Unfunded Advance Amount in effect from time to time during the applicable semi-annual period, computed on the basis of a 360-day year and actual days elapsed in each such semi-annual period, payable semi-annually in arrears on the first day of June and December each year, commencing December 1, 2014, to and including the date upon which the Advance Period terminates. The Non-Use Fee payable on December 1, 2014 will be prorated for the period commencing on the Closing Date to, but not including, December 1, 2014. It is acknowledged and agreed that, notwithstanding anything else herein to the contrary, for purposes of the 2008 Election and the District's electoral authority, the Non-Use Fee shall be deemed to be additional interest on the Initial Funded Amount and on any Advances which are funded by the Lender, but that such interest shall not be exempt from federal or state income taxation.

(v) **Optional Prepayment.** The District may, at its option, prepay the Loan in whole, or in part, on any date, upon payment to the Lender of the principal amount so prepaid plus accrued interest thereon at the rate then borne by the Loan to date the Lender receives such prepayment, without prepayment fees or other premiums. All optional prepayments shall be applied first, *pro rata*, against the principal payment due on each Note on the Maturity Date, and then, *pro rata*, in inverse order of maturity of each principal payment due on each Note. [Discuss prepayment indemnity.]

(vi) **Obligations Unconditional.** The District's obligation to repay the Loan hereunder and all of its other obligations under this Agreement shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim, or defense to payment which the District may have against the Lender, any Participant, or any other Person, including, without limitation, any defense based on the failure of any non-application or misapplication of the proceeds of the Loan hereunder, and irrespective of the legality, validity, regularity, or

enforceability of all or any of the Financing Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Lender explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, all or any of the Financing Documents or any exchange, release, or non-perfection of any Collateral, and any other circumstances or happening whatsoever, whether or not similar to any of the foregoing; provided however, that nothing contained in this Section 2.02(f) shall abrogate or otherwise affect the rights of the District pursuant to the other terms hereof.

(vii) **Waivers, Etc.** To the extent permitted by law: (i) the District hereby waives (A) presentment, demand, notice of demand, protest, notice of protest, notice of dishonor, and notice of nonpayment; (B) to the extent the Lender is not in default hereunder, the right, if any, to the benefit of, or to direct application of, any security hypothecated to the Lender until all obligations of the District to the Lender hereunder, howsoever arising, has been paid; (C) the right to require the Lender to proceed against the District hereunder, or against any Person under any guaranty or similar arrangement, or under any agreement between the Lender and any Person or to pursue any other remedy in the Lender's power; (D) all statutes of limitation except those pertaining to the validity or enforceability of this Agreement; and (E) any defense arising out of the election by the Lender to foreclose on any security by one or more non-judicial or judicial sales; (ii) the Lender may exercise any other right or remedy, even though any such election operates to impair or extinguish the District's right to repayment from, or any other right or remedy it may have against, any Person, or any security; and (iii) the District agrees that the Lender may proceed against the District or any Person directly and independently of any other, and that any forbearance, change of rate of interest, or acceptance, release, or substitution of any security, guaranty, or loan or change of any term or condition thereunder or under any Financing Document (other than by mutual agreement between the District and the Lender) shall not in any way affect the liability of the District hereunder.

**Section 2.03. Costs and Expenses.** To the extent permitted by law, the District agrees to pay all reasonable costs and expenses of the Lender in connection with (i) the preparation, execution, and delivery of the Financing Documents, which may be delivered by any party in connection with the Financing Documents; and (ii) the filing, recording, administration (other than normal, routine administration), enforcement, transfer, amendment, maintenance, renewal, or cancellation of this Agreement and all amendments or modifications thereto (or supplements hereto), including, without limitation, the reasonable fees and out of pocket expenses of counsel for the Lender and the allocated cost of in house counsel and legal staff and independent public accountants and other outside experts retained by the Lender in connection with any of the foregoing. In addition, to the extent permitted by law, the District agrees to pay promptly all costs and expenses of the Lender, including, without limitation, the fees and expenses of external counsel and the allocated cost of in house counsel, for (a) any and all amounts which the Lender has paid relative to the Lender's curing of any Event of Default under this Agreement or any of the Financing Documents; (b) the enforcement of this Agreement or any of the Financing Documents; or (c) any action or proceeding relating to a court order, injunction, or other process or decree restraining or seeking to restrain the Lender from paying any amount hereunder. Without prejudice to the survival of any other agreement of the District hereunder, the agreements and obligations contained in this Section 2.03 shall survive the payment in full of all amounts owing to the Lender hereunder.

**Section 2.04. Pledge.** The District hereby assigns, transfers, pledges, hypothecates, delivers and grants to the Lender a first priority security interest in and to the Pledged Revenue and the Collateral to secure the payment of the principal of, [Prepayment Fee], if any, and interest on the Loan. The Loan shall constitute an irrevocable lien upon the Pledged Revenue and the Collateral, but not necessarily an exclusive such lien. The lien of the Lender on the Pledged Revenue and the Collateral shall be subject to no other liens without the prior written consent of the Lender.

**Section 2.05. Conditions to Closing.** The funding by the Lender of the Loan is conditioned upon the satisfaction of each of the following, except as may be waived by the Lender, and upon Closing, all such conditions shall be deemed satisfied or waived by the Lender:

(i) ***Financing Documents.*** All Financing Documents and other instruments applicable to the Loan are in form and content satisfactory to the Lender and have been duly executed and delivered in form and substance satisfactory to the Lender and shall have not been modified, amended, or rescinded, shall be in full force and effect on and as of the Closing Date and executed original or certified copies of each thereof shall have been delivered to the Lender.

(ii) ***Certified Proceedings.*** The Lender has received a certified copy of the Authorizing Resolution of the District, which shall be in form and content satisfactory to the Lender and authorize the District to obtain the Loan and perform all acts contemplated by the Financing Documents, and a certified copy of all other resolutions and proceedings taken by the District authorizing the District to obtain the Loan and the execution, delivery, and performance of the Financing Documents and the transactions contemplated thereunder, together with such other certifications as to the specimen signatures of the officers of the District authorized to sign the Financing Documents to be delivered by the District hereunder and as to other matters of fact as shall reasonably be requested by the Lender.

(iii) ***District Certificate.*** The District has provided a certificate certifying that on the Closing Date each representation and warranty on the part of the District contained in the Financing Documents is true and correct and no Default or Event of Default, or event which would, with the passage of time or the giving of notice, constitute a Default or an Event of Default, has occurred and is continuing, and no default exists under any Financing Document or under any other agreements by and between the District and the Lender, and certifying as to such other matters as the Lender might reasonably request.

(iv) ***Bond Counsel Opinion.*** The Lender shall have received the opinion of Bond Counsel dated the Closing Date and addressed to the Lender stating in substance that the Loan Agreement and the Notes issued as of the Closing Date constitute valid and binding obligations of the District, legally enforceable against the District in accordance with their respective terms, subject to certain exceptions reasonably satisfactory to the Lender; that all of the taxable property of the District is subject to the levy of an ad valorem tax, in the amount of the Required Mill Levy, for the purpose of paying the principal of and interest on the Loan; and that the interest payable on the Loan is exempt from income taxation by the United States of America and the State of Colorado, all of the foregoing to be in form and substance acceptable to the Lender.

(v) **General Counsel Opinion.** The Lender shall have received an opinion of General Counsel to the District dated the Closing Date and addressed to the Lender, with respect to such matters as the Lender may require, in form and substance satisfactory to the Lender and its counsel, including opinions as to the validity of the District's organization and existence; to the effect that all governmental approvals necessary for the District to execute, deliver, and perform its obligations under the Financing Documents have been duly obtained; that the Authorizing Resolution was duly and properly adopted, is in full force and effect, and has not been rescinded as of the Closing Date; that the Financing Documents have been duly authorized, executed, and delivered by the District; that the Financing Documents do not conflict with any other contract, indenture, or other agreement entered into by the District and in effect on the Closing Date; and otherwise in form and substance acceptable to the Lender.

(vi) **Other Proceedings.** All proceedings taken in connection with the transactions contemplated by this Agreement, and all instruments, authorizations, and other documents applicable thereto, are satisfactory to the Lender and its counsel.

(vii) **No Change in Law.** No law, regulation, ruling, or other action of the United States, the State of Colorado, or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the District from fulfilling its obligations under the Financing Documents.

(viii) **Payment of Costs and Expenses.** All Lender counsel fees and any other fees and expenses due and payable in connection with the execution and delivery of the Financing Documents shall have been paid by the District.

(ix) **No Material Adverse Change.** No material adverse change has, in the sole opinion of the Lender based on its business expertise, occurred with respect to the Collateral or the District's business operations, financial condition, or performance, as reflected in the most recent financial statements provided to the Lender or as otherwise known by the Lender.

(x) **No Adverse Financial or Other Information.** The District shall certify to the Lender, either verbally or in writing, as required by the Lender, that there has been no adverse financial or other information pertaining to any portion of the Collateral or the District from the date of the financial and other information provided to the Lender to the Closing Date.

(xi) **Reserve Fund.** The Reserve Fund shall be funded on the Closing Date in the amount of the Reserve Requirement.

(xii) **Due Diligence.** The Lender shall have been provided with the opportunity to review all pertinent financial information regarding the District, including without limitation all agreements, documents, and any other material information relating to the District, the Pledged Revenue, or the Collateral.

(xiii) **Accuracy and Completeness of Information.** All information provided by the District to the Lender shall be, as of the Closing Date, complete and accurate in all material respects.

(xiv) **No Breach or Other Violation.** The District is not in violation or breach of any other agreement with the Lender or with any third party of any type or nature in excess of \$10,000.

(xv) **Due Authorization.** Due authorization and proper execution of the documentation detailing the terms and conditions of the Loan, all in form and substance satisfactory to the Lender and its internal and external counsel.

(xvi) **Evidence of New Home Sales to Date.** On the Closing Date, the Lender shall have received from the District, in Microsoft Excel format, a listing showing all New Home Sales that have occurred as of the most recent date for which such information is available.

(xvii) **Other Certificates and Approvals.** The Lender shall have received such other certificates, approvals, filings, opinions, and documents as shall be reasonably requested by the Lender.

(xviii) **Other Legal Matters.** All other legal matters pertaining to the execution and delivery of the Financing Documents shall be reasonably satisfactory to the Lender.

### ARTICLE III

#### FUNDS AND ACCOUNTS

**Section 3.01. Acknowledgement of Funds.** There are hereby created and established the following funds and accounts, which shall be held and administered by the Lender in accordance with the provisions hereof:

- (i) the Loan Payment Fund;
- (ii) the Reserve Fund;
- (iii) the Costs of Issuance Fund; and
- (iv) the Project Fund.

**Section 3.02. Flow of Funds.** The District shall transfer all amounts comprising Pledged Revenue to the Lender as soon as may be practicable after the receipt thereof by the District, but no later than 10 Business Days after such receipt. The Lender shall apply the Pledged Revenue in the following order of priority. For purposes of the following, when credits to more than one fund, account, or purpose are required at any single priority level, such credits shall rank *pari passu* with each other.

- FIRST: To the credit of the Loan Payment Fund, the amounts required by the Section hereof entitled "Loan Payment Fund";
- SECOND: To the credit of the Reserve Fund, the amounts required by the Section hereof entitled "Reserve Fund";

THIRD: To the credit of such fund or account as may be designated by the Lender, an amount sufficient to pay other payment obligations due to the Lender pursuant to the Loan Agreement, if any; provided that revenues from the Required Mill Levy are not available and shall not be used for the payment of any obligations other than the principal of, [Prepayment Fee, if any], and interest on the Loan;

FOURTH: To the credit of any other fund or account as may be designated by the District, to be used for any lawful purpose, any Pledged Revenue remaining after the payments and accumulations set forth above. Unless otherwise agreed to between the District and the Lender, transfers of Pledged Revenue to such fund or account designated by the District pursuant to this FOURTH shall be made no later than 10 Business Days after the Lender determines that Pledged Revenue is available under this FOURTH.

### **Section 3.03. Loan Payment Fund.**

(i) The Lender shall hold, disburse, and administer the Loan Payment Fund so long as the Loan is outstanding in whole or in part in accordance with the provisions of this Section.

(ii) Subject to the receipt of sufficient Pledged Revenue, there shall be credited to the Loan Payment Fund each loan year an amount of Pledged Revenue which, when combined with other legally available moneys in the Loan Payment Fund (not including moneys deposited thereto from the Reserve Fund pursuant to the terms hereof), will be sufficient to pay the principal of, [Prepayment Fee if any], and interest on the Loan which has or will become due in the loan year in which the credit is made.

(iii) Moneys in the Loan Payment Fund (including any moneys transferred thereto from other funds pursuant to the terms hereof) shall be used by the Lender solely to pay the principal of, [Prepayment Fee if any], and interest on the Loan, in the following order:

- (a) First, to the payment of interest due in connection with the Loan (including without limitation current interest and accrued but unpaid interest, if any); and
- (b) Second, to the extent any moneys are remaining in the Loan Payment Fund after the payment of such interest, to the payment of the principal of and [Prepayment Fee, if any], on the Loan, whether due at maturity or upon prior redemption.

### **Section 3.04. Reserve Fund.**

(i) The Lender shall hold, disburse, and administer the Reserve Fund so long as the Loan is outstanding in whole or in part in accordance with the provisions of this Section.

(ii) Moneys in the Reserve Fund shall be used by the Lender, if necessary, only to prevent a default in the payment of the principal of or interest on the Loan, and the Reserve

Fund is hereby pledged to the payment of the Loan. In the event the amounts credited to the Loan Payment Fund are insufficient to pay the principal of or interest on the Loan when due, the Lender shall transfer from the Reserve Fund to the Loan Payment Fund an amount which, when combined with moneys in the Loan Payment Fund, will be sufficient to make such payments when due. In the event that moneys in the Loan Payment Fund and the Reserve Fund are together insufficient to make such payments when due, the Lender will nonetheless transfer all moneys in the Reserve Fund to the Loan Payment Fund for the purpose of making partial payments.

(iii) Subject to the receipt of sufficient Pledged Revenue, the Reserve Fund shall be maintained in the amount of the Reserve Requirement for so long as the Loan is outstanding, provided that the foregoing shall not prevent the amounts in the Reserve Fund from being used in whole or in part to fund the payment or defeasance of the entire Loan. If at any time the Reserve Fund is drawn upon so that the amount of the Reserve Fund is less than the Reserve Requirement, then the District shall deposit to the Reserve Fund amounts sufficient to bring the amount credited to the Reserve Fund to the Reserve Requirement. Such deposits and payments shall be made at the earliest practicable time, but in accordance with and subject to the limitations of the Section hereof entitled "Flow of Funds". Nothing herein shall be construed as requiring the District to impose an ad valorem mill levy in excess of the Required Mill Levy for the purpose of funding of the Reserve Fund, or to impose any additional taxes, fees, rates, tolls, or charges for such purpose. The amount credited to the Reserve Fund shall never exceed the amount of the Reserve Requirement.

(iv) Amounts on deposit in the Reserve Fund on the Maturity Date, if any, shall be immediately applied to the payment of the Loan, except as may be otherwise agreed to between the Lender and the District.

**Section 3.05. Costs of Issuance Fund.** The Costs of Issuance Fund shall be held and disbursed by the Lender in accordance with this Section. The Lender shall disburse amounts in the Costs of Issuance Fund for the payment of the fees, costs, and expenses incurred in connection with the Loan pursuant to invoices provided to the Lender and in accordance with a closing memorandum approved by the District as of the Closing Date. The District's signature on such closing memorandum shall constitute authorization to the Lender to disburse moneys in accordance therewith. On the date which is ninety (90) days after the Closing Date, the Lender shall transfer all amounts then remaining, if any, in the Costs of Issuance Fund to the Loan Payment Fund, and the Costs of Issuance Fund shall thereupon be terminated. Notwithstanding the foregoing, it is acknowledged by the parties that issuance costs in connection with any Advances may be paid from the Project Fund.

**Section 3.06. Project Fund.** The Project Fund shall be held and disbursed by the Lender in accordance with this Section. The Lender shall disburse amounts in the Project Fund for the payment of the Project Costs pursuant to a properly completed Project Fund Requisition provided to the Lender by the District. Upon the District's determination that the funds in the Project Fund exceed the amount necessary to pay all Project Costs, such excess amount shall be credited to the Loan Payment Fund in the amounts determined by the District. The Project Fund shall terminate at such time as (i) no further moneys remain therein, and (ii) the Unfunded Advance Amount is zero or the Advance Period has expired or has been terminated by the District.



### **Section 3.07. Investments of Funds.**

(i) At the direction of the District the Lender shall invest amounts held by it pursuant to this Agreement only in Permitted Investments. All such investments shall be on deposit with or in the possession of National Bank Holdings, N.A., Denver, Colorado. The Lender shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the provisions of this Section. The Lender shall be entitled to assume, absent receipt by the Lender of written notice to the contrary, that any investment that at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter.

(ii) Except as provided hereafter for investments of the Reserve Fund, the interest income derived from the investment and reinvestment of any moneys in any fund or account held by the Lender hereunder shall be credited to the fund or account from which the moneys invested were derived. With respect to the Reserve Fund, so long as the amount of the Reserve Fund is equal to the Reserve Requirement, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Loan Payment Fund; provided that if the amount of the Reserve Fund is less than the Reserve Requirement, then such interest income shall be credited to the Reserve Fund.

(iii) In computing the amount of any fund or account, Permitted Investments purchased as an investment of moneys therein shall be valued at the then market value of such obligations, excluding any accrued interest, as determined by the District. If the market value of such obligations is not readily available, the District shall determine the value of such obligations in any reasonable manner.

(iv) The Lender may make any and all investments permitted by the provisions of this Section through its own investment department or that of its affiliates. As and when any amount invested pursuant to this Section may be needed for disbursement, the Lender may cause a sufficient amount of such investments to be sold and reduced to cash to the credit of such funds.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF THE DISTRICT**

While any obligations under the Financing Documents are unpaid or outstanding, the District continuously represents and warrants to the Lender as follows:

**Section 4.01. Due Organization.** The District is a public or quasi-municipal subdivision of the State of Colorado and a body corporate duly organized and validly existing under the laws of the State of Colorado.

**Section 4.02. Power and Authorization.** The District has all requisite power and authority to own and convey its properties and to carry on its business as now conducted and as contemplated to be conducted under the Financing Documents; to execute, deliver, and to perform its obligations under the Financing Documents; and to cause the execution, delivery, and performance of the Financing Documents.

**Section 4.03. No Legal Bar.** The District is not in violation of any of the provisions of the laws of the State of Colorado or the United States of America or any of the provisions of any order of any court of the State of Colorado or the United States of America which would affect its existence or its legal ability to perform its obligations under the Financing Documents. The execution, delivery, and performance by the District of the Financing Documents (i) do not violate any provision of any applicable law or regulation or of any order, writ, judgment, or decree of any court, arbitrator, or governmental authority; (ii) do not violate any provisions of any document constituting, regulating, or otherwise affecting the operations or activities of the District; and (iii) do not violate any provision of, constitute a default under, or result in the creation, imposition, or foreclosure of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind (other than liens created or imposed by the Financing Documents) on any of the revenues or other assets of the District which could have a material adverse effect on the assets, financial condition, business, or operations of the District, on the District's power to cause the Financing Documents to be executed and delivered, or its ability to pay in full in a timely fashion the obligations of the District under the Financing Documents.

**Section 4.04. Consents.** The District has obtained all consents, permits, licenses, and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the District of the Financing Documents.

**Section 4.05. Litigation.** There is no action, suit, inquiry, investigation, or other proceeding to which the District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the District, threatened in connection with any of the transactions contemplated by this Agreement or against or affecting the assets of the District, nor, to the best knowledge of the District, is there any basis therefor, wherein an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Financing Documents; (ii) would, in the reasonable opinion of the District, have a materially adverse effect on the ability of the District to conduct its business as presently conducted or as proposed or contemplated to be conducted; or (iii) would adversely affect the exclusion of interest on the Loan from gross income for federal income tax purposes or the exemption of such interest from State of Colorado personal income taxes.

**Section 4.06. Enforceability.** The Financing Documents constitute legal, valid, and binding obligations of the District, enforceable against the District in accordance with their terms, provided that such enforceability may be limited by the terms of the Financing Documents, bankruptcy, moratorium, or other similar laws affecting creditors' rights generally, and provided that the application of equitable remedies is subject to the application of equitable principles.

**Section 4.07. Changes in Law.** To the best knowledge of the District, there is no pending change of any law which, if enacted or adopted could have a material adverse effect on the assets, financial condition, business, or operations of the District, on the District's power to issue or its ability to pay in full in a timely fashion the obligations of the District under the Financing Documents.

**Section 4.08. Financial Information and Statements.** The financial statements and other information previously provided to the Lender or provided to the Lender in the future are or will be complete and accurate and prepared in accordance with generally accepted accounting principles. There has been no material adverse change in the District's financial condition since such information was provided to the Lender.

**Section 4.09. Accuracy of Information.** All information, certificates, or statements given to the Lender pursuant to the Financing Documents will be true and complete in all material respects when given.

**Section 4.10. IRS Listing.** The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is an issuer of obligations whose arbitrage certifications may not be relied upon.

**Section 4.11. Tax Exempt Status.** The District has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Loan from gross income for federal income tax purposes or the exemption of such interest from State of Colorado personal income taxes.

**Section 4.12. Financing Documents.** The District's representations and warranties contained in the Financing Document are true and correct in all material respects as of the Closing Date.

**Section 4.13. Regulations U and X.** The District is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Loan will be or have been used to extend credit to others for the purpose of purchasing or carrying any margin stock.

**Section 4.14. Default, Etc.** The District is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any Financing Document or other resolution, agreement, or instrument to which it is a party which would have a material adverse effect on the ability of the District to perform its obligations under the Financing Documents, or which would affect the enforceability thereof.

**Section 4.15. Sovereign Immunity.** Except for actions that lie or would lie in tort, the District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Financing Documents.

**Section 4.16. No Filings.** No filings, recordings, registrations, or other actions are necessary to create and perfect the pledges provided for in the Financing Documents.

**Section 4.17. Outstanding Debt.** The District has no other Debt outstanding payable from or secured by the Pledged Revenue, the Collateral, or any portion thereof. The District represents and warrants that it will incur additional Debt after the Closing Date only in accordance with the provisions of this Agreement.

## ARTICLE V

### COVENANTS OF THE DISTRICT

While any obligations under the Financing Documents are unpaid or outstanding, the District continuously warrants and agrees as follows:

**Section 5.01. Performance of Covenants, Authority.** The District covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in the Financing Documents and all its proceedings pertaining thereto as though such covenants, undertakings, stipulations, and provisions were set forth in full herein. The District covenants that it is duly authorized under the constitution and laws of the State of Colorado, including, particularly and without limitation, the Special District Act, to incur the Loan and to issue, execute, and deliver the Financing Documents, and that all action on its part for the issuance of the Loan and the execution and delivery of the Financing Documents has been duly and effectively taken and will be duly taken as provided herein, and that the Financing Documents are and will be valid and enforceable obligations of the District according to the terms hereof and thereof, except as such enforceability may be limited by the terms of the Financing Documents and by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally, and provided that the application of equitable remedies is subject to the application of equitable principles.

**Section 5.02. Laws, Permits, and Obligations.** The District will comply in all material respects with all applicable laws, rules, regulations, orders, and directions of any governmental authority and all agreements and obligations binding on the District, noncompliance with which would have a material adverse effect on the District, its financial condition, assets, or ability to perform its obligations under the Financing Documents; provided that the District may in good faith contest such laws, rules, regulations, orders, and directions and the applicability thereof to the District to the extent that such action would not be likely to have a material adverse effect on the District's ability to perform its obligations under the Financing Documents.

**Section 5.03. Tax Covenants.**

(i) The District covenants that it will not take any action or omit to take any action with respect to the Loan, any funds of the District, or any facilities financed or refinanced with the proceeds of the Loan, if such action or omission (a) would cause the interest on the Loan to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (b) would cause interest on the Loan to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (c) would cause interest on the Loan to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law.

(ii) The District covenants to comply with the covenants, provisions, and procedures of the Tax Certificate.

(iii) The District 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 Loan from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other provisions of this Agreement 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 Lender. This covenant shall survive the payment in full or the defeasance of the Loan.

(iv) The District hereby designates the Loan as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The District covenants not to issue any tax-exempt obligations in any calendar year in an amount which may adversely affect the status of the Loan (including without limitation the Initial Funded Amount and any Advances) as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

(v) The covenants contained in this Section shall remain in full force and effect until the date on which all obligations of the District in fulfilling such covenants under the Code and Colorado law have been met, notwithstanding the payment in full or defeasance of the Loan.

**Section 5.04. Bonding and Insurance.** The District shall carry general liability coverage, workers’ compensation, public liability, and such other forms of insurance on insurable District property upon the terms and conditions, and issued by recognized insurance companies, as in the judgment of the District would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the District and its operations. In addition, each District official or other Person having custody of any District funds or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

**Section 5.05. Other Liabilities.** The District shall pay and discharge, when due, all of its liabilities, except when the payment thereof is being contested in good faith by appropriate procedures which will avoid financial liability and with adequate reserves provided therefor.

**Section 5.06. Proper Books and Records.** The District shall keep or cause to be kept adequate and proper records and books of account in which complete and correct entries shall be made with respect to the District, the Pledged Revenue, and all of the funds and accounts established or maintained pursuant to any of the Financing Documents. The District shall (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; and (ii) provide the Lender with such information concerning the business affairs and financial condition (including insurance coverage) of District as the Lender may request.

**Section 5.07. Reporting Requirements.**

The District will provide the Lender with the following information, and it shall not be necessary for the Lender to request the same.

(i) The District shall notify the Lender promptly of all litigation or administrative proceedings, threatened or pending, against the District which if adversely

determined would, in District's reasonable opinion, have a material effect on the District's financial condition arising after the date hereof.

(ii) The District shall provide the following to the Lender at the times and in the manner provided below:

(a) except during such years where the District has received an audit exemption pursuant to Section 29-1-604, C.R.S., as amended, as soon as available, but not later than 210 days following each Fiscal Year, the District shall furnish to the Lender audited financial statements of the District prepared by a Certified Public Accountant;

(b) as soon as available, but in no event later than 30 days following the end of each Fiscal Year, the District shall furnish to the Lender the District's annual budget for such Fiscal Year and, as soon as available, shall furnish a copy of any subsequent amendments made thereto;

(c) promptly upon certification of the Required Mill Levy by the District to the county each year but in no event later than 30 days following the end of each Fiscal Year, the District shall furnish to the Lender a certificate of an Authorized Officer of the District setting forth the amount of such Required Mill Levy so certified;

(d) as soon as available, but in no event later than 30 days following the end of each Fiscal Year, the District shall furnish to the Lender a certification of valuation issued by the El Paso County Assessor setting forth the Final Certified Assessed Valuation of all property subject to the Required Mill Levy (including taxable property within the District and excluded property subject to the Required Mill Levy), as calculated, recorded, and certified by the appropriate county assessor;

(e) promptly upon request of the Lender, the District shall furnish to the Lender such other reports or information regarding the Pledged Revenue, the Collateral, or the assets, financial condition, business, or operations of the District, as the Lender may reasonably request;

(iii) The District shall promptly notify the Lender of any Default or Event of Default of which the District has knowledge, setting forth the details of such Default or Event of Default and any action which the District proposes to take with respect thereto.

(iv) The District shall notify the Lender as soon as possible after the District acquires knowledge of the occurrence of any event which, in the reasonable judgment of the District, is likely to have a material adverse effect on the financial condition of the District or affect the ability of the District to perform its obligations under the Financing Documents.

**Section 5.08. Visitation and Examination.** Unless otherwise prohibited by law, the District will permit any Person designated by the Lender to visit any of its offices to examine the District's books and financial records, and make copies thereof or extracts therefrom, and to discuss its affairs, finances, and accounts with its principal officers, all at such reasonable times and as often as the Lender may reasonably request.

**Section 5.09. Further Assurances.** The District shall do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such documents supplemental hereto and such further acts, instruments, and transfers as the Lender may reasonably require for the better assuring, transferring, and pledging unto the Lender the Pledged Revenue and the Collateral; provided however, that the District shall not be obligated to incur in excess of nominal expenses in complying with this covenant.

**Section 5.10. Debt Service Mill Levy Covenants.**

(i) For the purpose of paying the principal of and interest on the Loan, there shall be levied on all taxable property of the District, in addition to all other taxes, direct annual taxes in the amount of the Required Mill Levy, such Required Mill Levy to be imposed in each of the years 2014 to 2023, inclusive (and to the extent necessary to repay any unpaid principal or interest due on the Loan, in each year thereafter until the principal of and interest on the Loan is fully paid, satisfied, and discharged, but not in excess of the Maximum Debt Mill Levy Imposition Term except as may be permitted by the Service Plan). Nothing herein shall be construed to require the District to levy an ad valorem property tax in excess of the Required Mill Levy.

(ii) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board to the Board of County Commissioners of each county in which taxable real or personal property of the District is located, showing the aggregate amount of taxes to be levied from time to time, as required by the provisions of this Agreement.

(iii) It shall be the duty of the Board, annually, at the time and in the manner provided by law for levying other District taxes, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the Board shall levy, certify, and collect said taxes in the manner provided by law for the purposes aforesaid.

(iv) Said taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to the District as provided by law. The Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Agreement.

(v) The amounts necessary to pay all costs and expenses incidental to effecting the transactions contemplated under the Financing Documents and paying the Loan 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 bills to be adopted and passed by the Board in each year, respectively, until the Loan has been fully paid, satisfied, and discharged.

(vi) In the event any ad valorem taxes are not paid when due, the District shall diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed.

(vii) The District acknowledges that, in determining the Required Mill Levy, it is permitted to take into account moneys held in the Loan Payment Fund only if such moneys are not required to be applied to the payment of the Loan in the then-current calendar year.

(viii) The District acknowledges that revenue derived from imposition of the Required Mill Levy may only be used to repay its debt, and that in the event that imposition of the Required Mill Levy produces moneys in excess of the amounts necessary to make payments when due of the principal of, Prepayment Fee, if any, and interest on the Loan (including without limitation the interest represented by the Non-Use Fee) as a result of the use of the Estimated Debt Requirements in setting the Required Mill Levy or otherwise, the District will hold and apply such excess moneys only to the payment of its debt.

**Section 5.11. Lender Consent Required for Certain Additional Debt.** Except for Permitted Subordinate Debt, the District shall not issue or incur any additional Debt without the prior written consent of the Lender.

**Section 5.12. Continued Existence.** The District shall maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might reduce the security provided for the payment of the Loan, and will continue to operate and manage the District and its facilities in an efficient and economical manner in accordance with all applicable laws, rules and regulations.

**Section 5.13. Restructuring.** In the event the Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of and interest on the Loan when due, the District shall use its best efforts to refinance, refund, or otherwise restructure the Loan so as to avoid such a default.

**Section 5.14. District Operations.** The District shall manage its finances and day to day operations in an economical and efficient manner and in accordance with all applicable laws, rules, and regulations.

**Section 5.15. Enforcement and Collection.** The District shall diligently collect all Pledged Revenue and shall take all necessary action to enforce such collection.

**Section 5.16. Material Adverse Action.** The District shall not take any action or consent to any action that would materially adversely affect any portion of the Pledged Revenue or any other component of the Collateral.

**Section 5.17. No Change in Financing Documents.** The District shall not cancel, terminate, amend, supplement, modify, or waive any of the provisions of the Financing Documents or consent to any such cancellation, termination, amendment, supplement, modification, or waiver, without the prior written consent of the Lender. The District shall take no action inconsistent with the rights of the Lender under this Agreement including, without limitation, its obligations to make payments to the Lender hereunder.

**Section 5.18. References to Lender.** The District shall not refer to the Lender in any official statement, offering memorandum, or private placement memorandum relating to the Loan or other securities issued by the District without the Lender's prior written consent thereto.

**Section 5.19. Termination of Agreement.** So long as the District's obligations hereunder remain unpaid or unperformed, the District shall not terminate this Agreement.



**Section 5.20. Limitation Upon Exclusion of Property.** The District shall take no action that could have the effect of excluding property from the District unless the District determines in good faith that such action would not have a materially adverse effect upon the amount of Pledged Revenue that would otherwise be collected by the District.

**Section 5.21. Covenants Regarding Tax-Exempt Property.** Subject to the proviso below and to the extent permitted by law, the District covenants that it shall not acquire any real property otherwise subject to the Required Mill Levy as of the Closing Date if such acquisition would cause such real property to be exempt from the application of the Required Mill Levy, nor will it take actions to cause any real property otherwise subject to the Required Mill Levy as of the Closing Date to be exempt from the application of the Required Mill Levy, without the prior written consent of the Lender; provided that, notwithstanding the foregoing, the District shall not be required to obtain the prior written consent of the Lender in connection with the acquisition of or conveyance by the District of real property on or underlying which there exists or will exist public improvements if (i) such acquisition of property is for the purpose of constructing public improvements thereon or is otherwise necessary in connection with the provision of such public improvements, or (ii) the conveyance of such property is to another governmental entity or entities for the purpose of such governmental entity or entities operating and maintaining such public improvements following the conveyance thereof.

## **ARTICLE VI**

### **RESERVED**

## **ARTICLE VII**

### **EVENTS OF DEFAULT AND REMEDIES**

**Section 7.01. 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 Agreement (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); provided that no Event of Default will be deemed to have occurred hereunder unless and until the Lender provides written notice of the same to the District:

(i) the District fails or refuses to impose the Required Mill Levy or to apply the Pledged Revenue as required by this Agreement;

(ii) the District fails to observe or perform any of the covenants, agreements, duties, or conditions on the part of the District in the Financing Documents, and the District fails to remedy the same to the satisfaction of the Lender within 30 days after the Lender has provided the District with notice thereof; provided however, that there shall be no Event of Default for failure to observe or perform any of the covenants, agreements, or conditions on the part of the District in the Financing Documents which are qualified by the phrase “to the extent permitted by law” or by phrases of similar import, if a court or other tribunal of competent jurisdiction has

determined in a final, non-appealable judgment that such covenants, agreements, or conditions are not permitted by law;

(iii) any representation or warranty made by the District in any Financing Document or any certificate, instrument, financial, or other statement furnished by the District to the Lender, proves to have been untrue or incomplete in any material respect when made or deemed made;

(iv) default in the payment of principal of or interest when due on any financial obligation of the District and continuance of such default beyond any grace period;

(v) the pledge of the Pledged Revenue, the Collateral, or any other security interest created hereunder fails to be fully enforceable with the priority required hereunder or thereunder;

(vi) any judgment or court order for the payment of money exceeding any applicable insurance coverage by more than \$10,000 in the aggregate is rendered against the District and the District fails to vacate, bond, stay, contest, pay, or satisfy such judgment or court order for 30 days;

(vii) a change occurs in the financial or operating conditions of the District, or the occurrence of any other event that, in the Lender's reasonable judgment, will have a materially adverse impact on the ability of the District to generate Pledged Revenue sufficient to satisfy the District's obligations under this Agreement or its other obligations, and the District fails to cure such condition within the time specified by the Lender in a written notice thereof from the Lender;

(viii) (a) the District shall commence any case, proceeding, or other action (1) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts; or (2) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or the District shall make a general assignment for the benefit of its creditors; or (b) there shall be commenced against the District any case, proceeding, or other action of a nature referred to in Section 7.01 (i)(i) hereof and the same shall remain undismissed; or (c) there shall be commenced against the District any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal, within 30 days from the entry thereof; or (d) the District shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above;

(ix) any Financing Document or any material provision hereof or thereof, (a) ceases to be valid and binding on the District or is declared null and void, or the validity or enforceability thereof is contested by the District (unless being contested by the District in good faith), or the District denies it has any or further liability under any such document to which it is a

party; or (b) any pledge or security interest created under the Financing Documents fails to be fully enforceable with the priority required hereunder or thereunder;

(x) the District's auditor delivers a qualified opinion with respect to the District's status as an on-going concern; or

(xi) any funds or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established hereunder shall become subject to any writ, judgment, warrant, attachment, execution, or similar process.

**Section 7.02. Remedies.** Subject to the proviso hereafter, upon the occurrence and during the continuance of any Event of Default, the Lender, at its option, may do any one or more of the following:

(i) exercise any and all remedies available hereunder;

(ii) apply all amounts constituting Collateral to the Loan Balance and all interest accrued and unpaid thereon, in any order of priority determined by the Lender;

(iii) revoke the balance of the Advancing Amount available to be drawn under Note No. 2.;

(iv) take any other action or exercise any other remedy available under the Financing Documents, at law or in equity;

provided however, that notwithstanding the foregoing or anything else herein to the contrary: (i) the District has no obligation to supplement the Pledged Revenue with additional taxes, fees, rates, tolls, or charges other than those which are part of the Pledged Revenue under the terms hereof; and (ii) acceleration shall not be an available remedy for an Event of Default.

**Section 7.03. Insufficiency Event; Application of Insufficiency Rate.** It is acknowledged that due to the limited nature of the Pledged Revenue, failure to pay the principal of or interest on the Loan when due shall not, of itself, constitute an Event of Default hereunder or entitle the Lender to exercise any remedies. If the District fails to pay the principal of or interest on the Loan when due, an Insufficiency Event shall be deemed to have occurred. Immediately upon the occurrence of an Insufficiency Event and for so long as such Insufficiency Event continues and remains uncured: (i) the interest rate on Note No. 1 shall bear interest at the Insufficiency Rate for Note No. 1; and (ii) the interest rate on Note No. 2 shall bear interest at the Insufficiency Rate for Note No. 2.

**Section 7.04. Notice to Lender of Default.** Notwithstanding any cure period described above, the District will immediately notify the Lender in writing when the District obtains knowledge of the occurrence of any Default or Event of Default.

**Section 7.05. Preservation of Collateral.** Upon the occurrence of an Event of Default the Lender may at any time take such steps as it deems necessary or appropriate to protect or preserve the Lender's interests in the Collateral.

**Section 7.06. Additional Lender Rights.** Upon the occurrence of an Event of Default the Lender may at any time (a) Setoff (as defined below), and/or (b) take such other steps to protect or preserve the Lender's interest in the Pledged Revenue.

**Section 7.07. Credit Balances; Setoff.** As additional security for the payment of the obligations described in the Financing Documents (collectively the "Obligations"), the District hereby grants to the Lender a security interest in, a lien on, and an express contractual right to set off against all depository account balances, cash, and any other property of the District now or hereafter in the possession of the Lender, and the right to refuse to allow withdrawals from any account (collectively, "Setoff"). The Lender may, at any time upon the occurrence of an Event of Default hereunder, Setoff against the Obligations whether or not the Obligations (including future payments to be made) are then due, all without any advance or contemporaneous notice or demand of any kind to the District, such notice and demand being expressly waived.

**Section 7.08. Delay or Omission No Waiver.** No delay or omission of the Lender 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 Agreement may be exercised from time to time and as often as may be deemed expedient.

**Section 7.09. No Waiver of One Default To Affect Another; Remedies Cumulative.** No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Lender 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.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01. Financing Document Inconsistencies.** The warranties, covenants, and other obligations of the District and the rights and remedies of the Lender that are set forth in the Financing Documents are intended to supplement each other. In the event of any inconsistencies in any of the terms in the Financing Documents, all terms will be cumulative so as to give the Lender the most favorable rights set forth in the conflicting documents, except that if there is a direct conflict between any preprinted terms and specifically negotiated terms (whether included in an addendum or otherwise), the specifically negotiated terms will control.

**Section 8.02. Assignments, Participations, etc. by the Lender.** This Agreement and the Note shall be assignable by the Lender to any entity without the consent of the District, provided that the Lender shall not assign or transfer this Agreement or the Note to any Person who or which is not an "accredited investor" as defined in §11-59-110(1)(g) C.R.S., or to any Person or entity which is not a direct affiliate of the Lender (which affiliates shall mean any entity which, by virtue of majority ownership interest, controls, is controlled by, or under common control with the Lender). The Lender agrees that any assignment or transfer in violation of the foregoing shall be null and void and of no force or effect, at the election of the District. In connection with any such assignment or participation, the Lender may disclose to any proposed assignee or participant any

information without the District's consent. Any such assignment or participation is also subject to the following conditions:

(i) The rights, options, powers, and remedies granted in the Financing Documents will extend to the Lender and to its successors and assigns, will be binding upon the District and its successors and assigns, and will be applicable hereto and to all renewals and extensions hereof.

(ii) The Lender may collaterally assign and pledge, without the consent of the District, all or any portion of the obligations owing to it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank; provided that any payment in respect of such assigned obligations made by the District to the Bank in accordance with the terms of this Agreement shall satisfy the District's obligations hereunder in respect of such assigned obligation to the extent of such payment. No such collateral assignment shall release the Lender from its obligations hereunder.

(iii) The Lender may at any time, without the consent of the District, sell to Participants participating interests in its rights and obligations under this Agreement; provided however, that (a) the Lender's obligations hereunder shall remain unchanged, (b) the Lender shall remain solely responsible for the performance of such obligations, and (c) the participation of one or more Participants shall not reduce or alter the Lender's obligations hereunder or affect in any way the rights or obligations of the District hereunder, and the District has the right to continue to deal solely with the Lender. The Lender will give notice of the sale of such participation and the name of the Participant to the District within 30 days of the date of such sale. In the case of any such participation, the Participant shall be entitled to the benefit of Section 8.03 (pertaining to litigation and indemnification) hereof as though it were also the Lender hereunder, and if amounts outstanding under this Agreement are due and unpaid, or have been declared or have become due and payable, each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as the Lender under this Agreement.

**Section 8.03. Litigation/Indemnification.** The District agrees, to the extent permitted by law, to indemnify and hold harmless the Lender and its agents, employees, officers, directors, and controlling Persons, together with any Participant and its agents, employees, officers, directors, and controlling Persons (hereinafter collectively referred to in this Section 8.03 as the "Indemnitees") from and against any and all claims, damages, liabilities, settlements, judgments, losses, legal fees, and costs or expenses incurred (including all reasonable fees and disbursements of the Indemnitees' legal counsel and allocated cost of in house counsel and staff and all of the Indemnitees' reasonable travel and other out of pocket expenses incurred in connection with the investigation of and preparation for any such pending or threatened claims and any litigation and other proceedings arising therefrom) arising out of or based upon (i) the Loan; or (ii) the holding or owning by the Lender, the Participant, or their respective nominees of any Collateral; or (iii) any matters for which neither the Lender nor any Participant has any liability as set forth under Section 8.16 of this Agreement; provided however, that the District shall not be required to indemnify the Indemnitees pursuant to Section 8.03(c) hereof for any claims, damages, losses, liabilities, settlements, judgments, legal fees, or costs or expenses to the extent proven to be caused

by the Lender's willful or negligent failure to make lawful payment under the Loan. Nothing in this Section 8.03 is intended to limit the District's obligations contained in Article II hereof.

If any action, lawsuit, or claim shall be brought or asserted against the Indemnitees in respect of which indemnity may be sought by the Indemnitees from the District under this Section 8.03, the Indemnitees shall promptly notify the District in writing, and the District shall promptly assume the defense thereof, including, but not limited to, the employment of counsel (the selection of which has been approved by the Indemnitees and such approval shall not be unreasonably withheld), the payment of all legal fees and expenses and the right to negotiate and consent to settlement; provided however, that the District shall not settle any such action which may adversely affect the Lender without the Lender's written consent, which consent shall not be unreasonably withheld.

In the event that the Indemnitees shall be advised by counsel experienced in matters of banking or securities laws that the Indemnitees have defenses or causes of action separate from those of the District, or that there is otherwise a conflict of interest, the Indemnitees has the right to employ their own counsel ("Independent Counsel") to defend the Indemnitees against such action at the expense of the District, who shall pay all legal fees and expenses incurred by such Independent Counsel. The Indemnitees' selection of Independent Counsel shall be approved by the District, and such approval shall not be unreasonably withheld. With respect to claims against the Indemnitees defended by Independent Counsel, the Indemnitees has the right to negotiate settlement of any such claims; provided however, that the District shall not be liable for any such settlement effected by the Indemnitees without the written consent of the District, which consent shall not be unreasonably withheld.

The obligations of the District under this Section 8.03 shall be in addition to any rights that any Indemnitee may have at common law or otherwise and shall survive the payment in full of all amounts owing to the Lender hereunder. If indemnification pursuant to this Section 8.03 shall be found to be unlawful or invalid for any reason, then the District and each Indemnitee shall, to the extent permitted by law, make contributions in payment of any liabilities incurred pursuant to the above referenced issuance, sale, and distributions, and statements or omissions in accordance with the respective fault of the District and each Indemnitee.

**Section 8.04. Notice of Claims Against Lender; Limitation of Certain Damages.** In order to allow the Lender to mitigate any damages to the District from the Lender's alleged breach of its duties under the Financing Documents or any other duty, if any, to the District, the District agrees to give the Lender written notice no later than 10 days after the District knows of any claim or defense it has against the Lender, whether in tort or contract, relating to any action or inaction by the Lender under the Financing Documents, or the transactions related thereto, or of any defense to payment of the obligations of the District hereunder for any reason. The requirement of providing timely notice to the Lender represents the parties' agreed to standard of performance regarding the duty of the Lender to mitigate damages related to claims against the Lender. Notwithstanding any claim that one party may have against the other, and regardless of any notice either party may have given the other, neither party will be liable to the other for indirect, consequential, or special damages arising therefrom, except those damages arising from such party's willful misconduct, negligence, or bad faith. Notwithstanding the foregoing, it is agreed and understood by the parties that failure by the District to give notice to the Lender under this

Section shall not waive any claims of the District nor constitute an Event of Default hereunder, but such failure shall relieve the Lender of any duty to mitigate damages prior to receiving notice.

**Section 8.05. Notices.**

(i) 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 Agreement 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:

**District:** Dublin North Metropolitan District No. 2

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

With copies to:

White Bear Ankele Tanaka & Waldron  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122  
Attention: George M. Rowley, Esq.  
Email: growley@wbapc.com

**Lender:** National Bank Holdings, N.A.  
7800 E. Orchard Road, Suite 300  
Greenwood Village, CO 80111  
Attention: Rob L. Stuart  
Facsimile: (303) 784-5942  
Email: robstuart@nbhbank.com

(ii) 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.

(iii) 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.

(iv) Where this Agreement 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.

**Section 8.06. Payments.** Payments due on the Loan shall be made in lawful money of the United States. All payments may be applied by the Lender to principal, interest and other amounts due under the Note and this Agreement in any order which the Lender elects.

**Section 8.07. Applicable Law and Jurisdiction; Interpretation; Severability.** The Financing Documents will be governed by and interpreted in accordance with the internal laws of the State of Colorado, except to the extent superseded by Federal law. Invalidity of any provisions of any Financing Document will not affect any other provision. THE DISTRICT AND THE LENDER HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVE ANY OBJECTIONS BASED ON *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES, OR PROCEEDINGS RELATING TO THE FINANCING DOCUMENTS OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing in this Agreement will affect the Parties' rights to serve process in any manner permitted by law. If any section, paragraph, clause, or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

**Section 8.08. Copies; Entire Agreement; Modification.** The District hereby acknowledges the receipt of a copy of the Financing Documents.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN THE DISTRICT AND THE LENDER. A MODIFICATION OF ANY OTHER CREDIT AGREEMENT NOW IN EFFECT BETWEEN THE DISTRICT AND THE LENDER, WHICH OCCURS AFTER RECEIPT BY THE DISTRICT OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO ANY SUCH CREDIT AGREEMENT IS NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

**Section 8.09. Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, THE DISTRICT AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE FINANCING DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE DISTRICT AND THE LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.



**Section 8.10. Exhibits.** All exhibits referred to herein are hereby expressly incorporated by reference.

**Section 8.11. No Recourse Against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Public Securities Act, if a member of the Board, or any officer or agent of the District, acts in good faith in the performance of his duties as a member, officer, or agent of the Board or the District and in no other capacity, no civil recourse shall be available against such member, officer or agent for payment of the principal of and interest on the Loan. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the delivery of the Note evidencing the Loan and as a part of the consideration for such transfer, the Lender and any Person purchasing or accepting the transfer of the obligation representing the Loan specifically waives any such recourse. This Section shall not limit recourse against any Person guarantying payment of the Loan, in his capacity as guarantor, whether or not such Person is also a member or officer of the Board or the District.

**Section 8.12. Conclusive Recital.** Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, this Agreement is entered into pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Agreement after delivery for value.

**Section 8.13. Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Loan shall be commenced more than 30 days after the authorization of the Loan.

**Section 8.14. Pledge of Revenues.** The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Loan provided herein shall be governed by Section 11-57-208 of the Supplemental Public Securities Act, this Agreement, the Note, and the Authorizing Resolution. The amounts pledged to the payment of the Loan shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have priority over any and all other obligations and liabilities of the District, except as may be otherwise provided in the Supplemental Public Securities Act, in this Agreement, in the Authorizing 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 District irrespective of whether such Persons have notice of such liens.

**Section 8.15. Reserved.**

**Section 8.16. No Liability.** Any action taken or omitted by the Lender under or in connection with the Financing Documents, if taken or omitted in good faith and without willful misconduct or negligence, shall be binding upon the District and shall not put the Lender under any resulting liability to the District. The Lender, including its agents, employees, officers, directors, and controlling Persons, shall not have any liability to the District, and the District assumes all risk, responsibility, and liability for (a) the form, sufficiency, correctness, validity, genuineness, falsification, and legal effect of any demands and other documents, instruments, and

other papers relating to the Loan even if such documents, should prove to be in any or all respects invalid, insufficient, fraudulent, or forged; (b) the general and particular conditions stipulated therein; (c) the good faith acts of any Person whosoever in connection therewith; (d) failure of any Person (other than the Lender, subject to the terms and conditions hereof) to comply with the terms of the Loan; (e) errors, omissions, interruptions, or delays in transmission or delivery of any messages, by mail, cable, telex, telegraph, wireless, or otherwise, whether or not they be in code; (f) errors in translation or errors in interpretation of technical terms; (g) for any other consequences arising from causes beyond the Lender's control; or (h) any use of which may be made of the proceeds of the Loan, except to the extent of any direct, as opposed to indirect, consequential, or special damages suffered by the District which direct damages are proven by the District to be caused by the Lender's willful or grossly negligent failure to make lawful payment under the Loan.

**Section 8.17. No Waiver; Modifications in Writing.** No failure or delay on the part of any party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the parties at law or in equity or otherwise. No amendment, modification, supplement, termination, or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of both parties. Any amendment, modification, or supplement of or to any provision of this Agreement, and any consent to any departure by a party from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. No notice to or demand on a party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party to any other or further action in any circumstances without notice or demand.

**Section 8.18. Payment on Non-Business Days.** Whenever any payment hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, and except for the computation of the Non-Use Fee, such extension of time shall in such case be included in the computation of the amount due.

**Section 8.19. Document Imaging.** The parties shall be entitled, in their sole discretion, to image all or any selection of the Financing Documents, other instruments, documents, items and records governing, arising from or relating to the Loan, and may destroy or archive the paper originals. The parties hereby waive any right to insist that the other party produce paper originals; agrees that such images shall be accorded the same force and effect as the paper originals; and further agrees that the parties are entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or proceedings.

**Section 8.20. Further Assurances.** The District agrees to do such further acts and things and to execute and deliver to the Lender such additional assignments, agreements, powers, and instruments as the Lender may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the Lender its rights, powers, and remedies hereunder and under the Financing Documents.

**Section 8.21. Execution in Counterparts.** This 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.

**Section 8.22. Severability.** In the event any provision of this Agreement 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 8.23. Headings.** Article and Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

**Section 8.24. Reserved.**

**Section 8.25. Integration.** This Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Agreement and any agreement, document, or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof, including without limitation the commitment letter from the Lender dated January 29, 2014.

**Section 8.26. Lender Representation.** The Lender hereby represents that it is a “financial institution or institutional investor” within the meaning of Section 32-1-1101(6)(a)(IV), C.R.S., and an accredited investor within the meaning of the Colorado Municipal Bond Supervision Act.

**Section 8.27. Patriot Act Notice.** The Lender hereby notifies the District that pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the District, which information includes the name and address of the District and other information that will allow the Lender to identify the District in accordance with the Patriot Act. The District hereby agrees that it shall promptly provide such information upon request by the Lender.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date set forth above.

**NATIONAL BANK HOLDINGS, N.A.**

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

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

Title: \_\_\_\_\_

(S E A L)

Attest:

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

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

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

Title: Secretary or Assistant Secretary

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

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

Title: President or Vice President

**EXHIBIT A-1**

to

**LOAN AGREEMENT**

*[Form of Note No. 1]*

**THIS NOTE NO. 1 MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT TO AN “ACCREDITED INVESTOR”, AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL “SECURITIES ACT OF 1933” BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.**

**UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF EL PASO  
DUBLIN NORTH METROPOLITAN DISTRICT NO. 2**

**PROMISSORY NOTE NO. 1  
IN THE AGGREGATE PRINCIPAL AMOUNT OF**

**US \$1,000,000**

**November \_\_, 2014**

FOR VALUE RECEIVED, DUBLIN NORTH METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (hereinafter referred to as “Maker”), promises to pay to the order of NATIONAL BANK HOLDINGS, N.A., a national banking association, and its successors and assigns (hereinafter referred to as “Payee”), at the office of Payee or its agent, designee, or assignee at such place as Payee or its agent, designee, or assignee may from time to time designate in writing, the principal amount due with respect to Note No. 1 as defined in that certain Loan Agreement dated November \_\_, 2014 (“Note No. 1”), by and between Maker and Payee (the “Loan Agreement”), in lawful money of the United States of America.

This Note No. 1 shall be in the principal amount of \$1,000,000, bear interest, be payable, and mature pursuant to the terms and provisions of the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed in the Loan Agreement.

Amounts received by Payee under this Note No. 1 shall be applied in the manner provided by the Loan Agreement. All amounts due under this Note No. 1 shall be payable without setoff, counterclaim, or any other deduction whatsoever by Maker.

Unless payments are made in the required amount in immediately available funds in accordance with the provisions of the Loan Agreement, remittances in payment of all or any part of the amounts due and payable hereunder shall not, regardless of any receipt or credit issued

therefor, constitute payment until the required amount is actually received by Payee in funds immediately available at the place where this Note No. 1 is payable (or any other place as Payee, in Payee's sole discretion, may have established by delivery of written notice thereof to Maker) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Payee of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and any unpaid amounts shall remain due hereunder, all as more particularly provided in the Loan Agreement.

In the event of nonpayment of this Note No. 1, Payee shall be entitled to all remedies under the Loan Agreement.

Pursuant to the terms of the Loan Agreement and notwithstanding anything therein or herein to the contrary, the Maker is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Maker's obligations hereunder, including all payments of principal, [Prepayment Fee if any], and interest, and all of the Maker's obligations under the Loan Agreement and this Note No. 1 will be deemed defeased and no longer outstanding upon the payment by the Maker of such amount.

BY ACCEPTANCE OF THIS INSTRUMENT, THE OWNER OF THIS NOTE NO. 1 AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE NO. 1 CONTAINED HEREIN, IN THE RESOLUTION OF THE DISTRICT AUTHORIZING THE ISSUANCE OF THIS NOTE NO. 1, AND IN THE SERVICE PLAN OF THE DISTRICT. SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, THE OWNER OF THIS NOTE NO. 1 REPRESENTS AND AFFIRMS THAT IT IS AN "ACCREDITED INVESTOR" AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL "SECURITIES ACT OF 1933" BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.

Maker and any endorsers, sureties, or guarantors hereof jointly and severally waive presentment and demand for payment, protest, and notice of protest and nonpayment, all applicable exemption rights, valuation, and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note No. 1 and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Maker and any surety, endorser, or guarantor hereof agree (a) that the time for any payments hereunder may be extended from time to time without notice and consent; (b) to the acceptance of further collateral; (c) to the release of any existing collateral for the payment of this Note No. 1; (d) to any and all renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note No. 1; and/or (e) that additional makers, endorsers, guarantors, or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note No. 1. No extension of time for the payment of this Note No. 1 shall affect the liability of Maker under this Note No. 1 or any endorser or guarantor hereof even though Maker or such endorser or guarantor is not a party to such agreement.

Failure of Payee to exercise any of the options granted herein to Payee upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options granted herein or in the Loan Agreement to Payee at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of Payee.

Maker (and the undersigned representative of Maker, if any) represents that Maker has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Note No. 1 and this Note No. 1 constitutes the legal, valid, and binding obligation of Maker.

All notices or other communications required or permitted to be given hereunder shall be given in the manner and be effective as specified in the Loan Agreement, directed to the parties at their respective addresses as provided therein.

This Note No. 1 is governed by and interpreted in accordance with the internal laws of the State of Colorado, except to the extent superseded by federal law.

This Note No. 1 is entered into pursuant to and under the authority of certain provisions of the Supplemental Public Securities Act, being Title 11, Article 57, of the Colorado Revised Statutes, as amended. Pursuant to §11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note No. 1 after delivery for value.

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES, OR PROCEEDINGS RELATING TO THIS NOTE NO. 1, THE LOAN AGREEMENT, THE PLEDGED REVENUE, ANY OTHER FINANCING DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING.

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE NO. 1, THE LOAN AGREEMENT, OR ANY OF THE OTHER FINANCING DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MAKER REPRESENTS TO PAYEE THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

THE PROVISIONS OF THIS NOTE NO. 1 MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

**IN WITNESS WHEREOF**, an authorized representative of Dublin North Metropolitan District No. 2, as Maker, has executed this Note No. 1 as of the day and year first above written.

(S E A L)

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

---

Authorized Officer

ATTEST:

---

Secretary or Assistant Secretary



**EXHIBIT A-2**

to

**LOAN AGREEMENT**

*[Form of Note No. 2]*

**THIS NOTE NO. 2 MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT TO AN “ACCREDITED INVESTOR”, AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL “SECURITIES ACT OF 1933” BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.**

**UNITED STATES OF AMERICA  
STATE OF COLORADO  
COUNTY OF EL PASO  
DUBLIN NORTH METROPOLITAN DISTRICT NO. 2**

**PROMISSORY NOTE NO. 2  
IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF**

**US \$1,000,000**

**November \_\_, 2014**

FOR VALUE RECEIVED, DUBLIN NORTH METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (hereinafter referred to as “Maker”), promises to pay to the order of NATIONAL BANK HOLDINGS, N.A., a national banking association, and its successors and assigns (hereinafter referred to as “Payee”), at the office of Payee or its agent, designee, or assignee at such place as Payee or its agent, designee, or assignee may from time to time designate in writing, the principal amount due with respect to Note No. 2 as defined in that certain Loan Agreement dated November \_\_, 2014 (“Note No. 2”), by and between Maker and Payee (the “Loan Agreement”), in lawful money of the United States of America.

This Note No. 2 shall be in the principal amount, bear interest, be payable, and mature pursuant to the terms and provisions of the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed in the Loan Agreement.

Amounts received by Payee under this Note No. 2 shall be applied in the manner provided by the Loan Agreement. All amounts due under this Note No. 2 shall be payable without setoff, counterclaim, or any other deduction whatsoever by Maker.

Unless payments are made in the required amount in immediately available funds in accordance with the provisions of the Loan Agreement, remittances in payment of all or any part of the amounts due and payable hereunder shall not, regardless of any receipt or credit issued

therefor, constitute payment until the required amount is actually received by Payee in funds immediately available at the place where this Note No. 2 is payable (or any other place as Payee, in Payee's sole discretion, may have established by delivery of written notice thereof to Maker) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Payee of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and any unpaid amounts shall remain due hereunder, all as more particularly provided in the Loan Agreement.

In the event of nonpayment of this Note No. 2, Payee shall be entitled to all remedies under the Loan Agreement.

Pursuant to the terms of the Loan Agreement and notwithstanding anything therein or herein to the contrary, the Maker is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Maker's obligations hereunder, including all payments of principal, [Prepayment Fee if any], and interest, and all of the Maker's obligations under the Loan Agreement and this Note No. 2 will be deemed defeased and no longer outstanding upon the payment by the Maker of such amount.

BY ACCEPTANCE OF THIS INSTRUMENT, THE OWNER OF THIS NOTE NO. 2 AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE NO. 2 CONTAINED HEREIN, IN THE RESOLUTION OF THE DISTRICT AUTHORIZING THE ISSUANCE OF THIS NOTE NO. 2, AND IN THE SERVICE PLAN OF THE DISTRICT. SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, THE OWNER OF THIS NOTE NO. 2 REPRESENTS AND AFFIRMS THAT IT IS AN "ACCREDITED INVESTOR" AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL "SECURITIES ACT OF 1933" BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.

Maker and any endorsers, sureties, or guarantors hereof jointly and severally waive presentment and demand for payment, protest, and notice of protest and nonpayment, all applicable exemption rights, valuation, and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note No. 2 and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Maker and any surety, endorser, or guarantor hereof agree (a) that the time for any payments hereunder may be extended from time to time without notice and consent; (b) to the acceptance of further collateral; (c) to the release of any existing collateral for the payment of this Note No. 2; (d) to any and all renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note No. 2; and/or (e) that additional makers, endorsers, guarantors, or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note No. 2. No extension of time for the payment of this Note No. 2 shall affect the liability of Maker under this Note No. 2 or any endorser or guarantor hereof even though Maker or such endorser or guarantor is not a party to such agreement.

Failure of Payee to exercise any of the options granted herein to Payee upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options granted herein or in the Loan Agreement to Payee at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of Payee.

Maker (and the undersigned representative of Maker, if any) represents that Maker has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Note No. 2 and this Note No. 2 constitutes the legal, valid, and binding obligation of Maker.

All notices or other communications required or permitted to be given hereunder shall be given in the manner and be effective as specified in the Loan Agreement, directed to the parties at their respective addresses as provided therein.

This Note No. 2 is governed by and interpreted in accordance with the internal laws of the State of Colorado, except to the extent superseded by federal law.

This Note No. 2 is entered into pursuant to and under the authority of certain provisions of the Supplemental Public Securities Act, being Title 11, Article 57, of the Colorado Revised Statutes, as amended. Pursuant to §11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note No. 2 after delivery for value.

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES, OR PROCEEDINGS RELATING TO THIS NOTE NO. 2, THE LOAN AGREEMENT, THE PLEDGED REVENUE, ANY OTHER FINANCING DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING.

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE NO. 2, THE LOAN AGREEMENT, OR ANY OF THE OTHER FINANCING DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MAKER REPRESENTS TO PAYEE THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

THE PROVISIONS OF THIS NOTE NO. 2 MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

**IN WITNESS WHEREOF**, an authorized representative of Dublin North Metropolitan District No. 2, as Maker, has executed this Note No. 2 as of the day and year first above written.

(S E A L)

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

---

Authorized Officer

ATTEST:

---

Secretary or Assistant Secretary

**EXHIBIT B**

**to**

**LOAN AGREEMENT**

*[Form of Advance Request Certificate]*

**DUBLIN NORTH METROPOLITAN DISTRICT NO. 2  
EL PASO COUNTY, COLORADO**

**ADVANCE REQUEST CERTIFICATE**

The undersigned is an Authorized Officer under that certain Loan Agreement dated as of November \_\_, 2014 (the "Loan Agreement") by and between Dublin North Metropolitan District No. 2 and National Bank Holdings, N.A. (the "Lender"). All capitalized terms used in this Advance Request Certificate shall have the respective meanings assigned in the Loan Agreement. The Authorized Officer hereby makes a request to the Lender for an Advance, and in support thereof certifies as follows:

1. The District has determined that Incremental Value Additions as of the Advance Determination Date of \_\_\_\_, 20\_\_ are \$\_\_\_\_\_.
2. The amount of Incremental Value Additions set forth above is attributable to Incremental Sales consisting of New Homes Sales of the properties listed on Schedule A hereto; provided that the foregoing properties do not include the dollar amount of any New Home Sales heretofore used by the District to remedy any defect in the required Debt Ratio.
3. No Advance Cessation Event currently exists.
4. The principal amount of the Advance requested hereby is \$\_\_\_\_\_.
5. The amount of the Advance requested hereby does not exceed the lesser of: (i) 2.40% of the Incremental Value Additions; or (ii) the current Unfunded Advance Amount.
6. Attached as Schedule B is a copy of the Required Documentation with respect to each New Home Sale described in Schedule A.
7. No litigation is now pending or threatened concerning the District's authority to borrow the amount of the Advance requested hereby, to pledge the Pledged Revenues to the payment thereof, to impose the Required Mill Levy, or to apply the proceeds thereof as provided in the Loan Agreement.
8. The undersigned is authorized by the District and all applicable laws, rules, and regulations to sign and deliver this Advance Request Certificate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

---

Authorized Officer

**LENDER APPROVAL**

In response to the above Advance Request Certificate, the Lender hereby agrees to advance to the District an Advance in the amount of \$\_\_\_\_\_, such amount to be applied as provided in the Loan Agreement.

**APPROVED BY:**

National Bank Holdings, N.A., Lender

**SCHEDULE A**  
**NEW HOME SALES**

<b>New Home Sales Not Previously Submitted</b>				
<b>Seller</b>	<b>Purchaser</b>	<b>Address</b>	<b>Legal Description</b>	<b>Sales Price</b>
				\$

**SCHEDULE B**  
**REQUIRED DOCUMENTATION**



**EXHIBIT C**

to

**LOAN AGREEMENT**

*[form of Termination Certificate]*

**DUBLIN NORTH METROPOLITAN DISTRICT NO. 2  
EL PASO COUNTY, COLORADO**

**TERMINATION CERTIFICATE**

The undersigned is an Authorized Officer under that certain Loan Agreement dated as of November \_\_, 2014 (the "Loan Agreement") by and between Dublin North Metropolitan District No. 2 and National Bank Holdings, N.A. (the "Lender"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto by the Loan Agreement.

1. The District has determined that it no longer needs any portion of the Unfunded Advance Amount which remains under the Loan Agreement.

2. In accordance with the Loan Agreement, the District hereby submits this Termination Certificate, and understands and acknowledges that this submission will terminate the Advance Period and the obligation of the District to pay the Non-Use Fee, and that no further Advances are required to be made under the Loan Agreement.

3. The undersigned is authorized by the District and all applicable laws, rules, and regulations to sign and deliver this Termination Certificate.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

---

Authorized Officer

**EXHIBIT D**

to

**LOAN AGREEMENT**

*[form of Project Fund Requisition]*

**DUBLIN NORTH METROPOLITAN DISTRICT NO. 2  
EL PASO COUNTY, COLORADO**

**PROJECT FUND REQUISITION**

The undersigned is an Authorized Officer under that certain Loan Agreement dated as of November \_\_, 2014 (the "Loan Agreement") by and between Dublin North Metropolitan District No. 2 and National Bank Holdings, N.A. (the "Lender"), or the Secretary of the District. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto by the Loan Agreement. The Authorized Officer or Secretary hereby certifies as follows:

1. The amount to be paid or reimbursed from the Project Fund pursuant to this Project Fund Requisition 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 Lender as follows *[provide wire transfer or other transmission instructions]*:

5. The above payment obligations have been or will be properly incurred, are 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.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

\_\_\_\_\_  
Authorized Officer or Secretary

**EXHIBIT E**

to

**LOAN AGREEMENT**

*[form of Fixed Rate Conversion Certificate]*

**DUBLIN NORTH METROPOLITAN DISTRICT NO. 2  
EL PASO COUNTY, COLORADO**

**FIXED RATE CONVERSION CERTIFICATE**

The undersigned is an Authorized Officer under that certain Loan Agreement dated as of November \_\_, 2014 (the "Loan Agreement") by and between Dublin North Metropolitan District No. 2 and National Bank Holdings, N.A. (the "Lender"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto by the Loan Agreement. The Authorized Officer hereby requests the conversion of that portion of the Loan evidenced by Note No. 2 and bearing interest at a Variable Rate to a Fixed Rate, and the establishment of a Fixed Rate Conversion Date, as follows:

1. The Advancing Amount has been fully drawn under Note. No. 2.
2. The District has determined that the outstanding balance of Note No. 2 should be converted to a Fixed Rate.
3. The District has been informed by the Lender that on the Fixed Rate Conversion Date, the Fixed Rate as of the Fixed Rate Conversion Date will be \_\_\_\_%.
4. Accordingly, the District hereby requests that the outstanding balance of Note No. 2 be converted to the above Fixed Rate, effective as of the Fixed Rate Conversion Date set forth above.
5. Concurrently with the delivery of this Fixed Rate Conversion Certificate, the District has provided the Lender with an opinion of Bond Counsel as required by the Loan Agreement in connection with the Fixed Rate Conversion Date provided for herein.
6. The undersigned is authorized by the District and all applicable laws, rules, and regulations to sign and deliver this Fixed Rate Conversion Certificate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DUBLIN NORTH METROPOLITAN  
DISTRICT NO. 2, EL PASO COUNTY,  
COLORADO**

---

Authorized Officer

**LENDER APPROVAL**

The Lender acknowledges receipt of the above Fixed Rate Conversion Certificate and opinion of Bond Counsel, and hereby agrees that the above principal amount of the Loan bearing interest at the Variable Rate shall be converted to the above Fixed Rate, effective as of the Fixed Rate Conversion Date set forth above.

**APPROVED BY:**

National Bank Holdings, N.A., Lender