



Confidential

April 15, 2016

Copper Ridge Metropolitan District
Attn: Michael Lund
C/o Stifel
1125 17th Street, Suite 1600
Denver, CO 80202

Dear Mr. Lund,

On behalf of NBH Bank, I am pleased to present you with the following Summary of Indicative Terms and Conditions. This Summary has been provided for the sole use of the Borrower and Borrower's paid advisors. The information contained in this document is confidential and proprietary to NBH Bank, and its affiliates, and cannot be disclosed to any third party without prior written consent of the Bank.

The terms and general conditions of the proposed facility are detailed below. Please note that this proposal is for discussion purposes and has not been formally approved nor is it intended to imply that a formal commitment will be approved. We look forward to discussing this proposal after you have had adequate time to review.

Please do not hesitate to contact us with any questions or comments about our proposal. We look forward to speaking with you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob L. Stuart".

Rob L. Stuart
Director, Government & Nonprofit Finance
(303) 784-5942
rob.stuart@nbhbank.com

Cc: Alex Brown via email



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Borrower: Copper Ridge Metropolitan District (the "District" or the "Borrower")

Lender: NBH Bank (the "Bank")

Credit Facility: Series 2016, tax-exempt term loan or direct purchase

Facility Amount: In an amount up to \$10,120,000

Purpose: Refund existing debt, pay for infrastructure and fire station costs, fund a new debt service reserve, and pay for the cost of issuance.

Security: Senior pledge of the District's limited debt service mill levy, specific ownership taxes, 1% Public Improvement Fee, the proposed debt service reserve fund, and any other legally available funds.

Amortization: Fully amortized through 12/1/2035. Interest will be due semiannually on each 6/1 and 12/1 beginning 12/1/2016 and principal will be due annually on each 12/1 in accordance with the schedule below:

Payment Date	Principal Payment Amount	Payment Date	Principal Payment Amount
12/1/2016	215,000	12/1/2026	475,000
12/1/2017	325,000	12/1/2027	495,000
12/1/2018	340,000	12/1/2028	515,000
12/1/2019	355,000	12/1/2029	535,000
12/1/2020	370,000	12/1/2030	555,000
12/1/2021	385,000	12/1/2031	580,000
12/1/2022	400,000	12/1/2032	605,000
12/1/2023	415,000	12/1/2033	630,000
12/1/2024	435,000	12/1/2034	655,000
12/1/2025	455,000	12/1/2035	680,000
		Maturity	700,000

Maturity: Up to 20 years from closing

Interest Rate: Fixed through maturity, currently quoted as **3.59%**, calculated as USSW12 + 1.86%. If the transaction is issued as bank-qualified, the rate would currently be **2.86%**, calculated as 65% of USSW12 + 1.73%. The rate is as of April 15, 2016 and is *subject to change based on fluctuations in the index prior to the rate lock date.*

The Borrower may lock the rate up to 10 days prior to closing with no additional cost. The Borrower may lock the rate up to 30 days prior to closing for an additional 25bps added to the above rate.

Interest shall be computed as twelve 30 day months and a 360 day year.

Reserve Fund: \$350,000

Callability: Prepayments will be subject to the prepayment fee outlined in Exhibit A

The District may make the callable, in whole, on any schedule payment date after the 10th anniversary of closing for an additional 25bps added to the fixed rates quoted above.

Covenants: No additional Debt without Bank consent

Default Rate: The Default Rate will be the Fixed Rate at the time of the default + 4.00% per annum until the default is cured.

Reporting:

1. The District to make available Audited Annual Financial Statements on the earlier of either 2 weeks following audit completion or 210 days after fiscal year end;
2. The District to make available Annual Budgets by February 28th of each year;
3. The District to make available Annual Certification of Assessed Value and Mill Levy due by February 28th of the following year;
4. Other financial information upon request.

Banking Services: The District will place the Debt Service Reserve Fund for this proposed loan with Community Banks of Colorado, a division of NBH Bank.

Subject To:

1. Additional site visit by appropriate Bank personnel with results acceptable to the Bank.
2. Review of a full parcel listing of the District with results acceptable to the Bank.
3. Review of sample tenant lease and lease expirations with results acceptable to the Bank.

Closing Fee: None

Fees, Expenses, and Indemnification: Whether or not the Financing Agreement is executed and the Bank has provided a commitment to lend, Obligor will (a) pay all fees and expenses relating to preparation of the loan documents (the Bank intends to use Klien Alvarado Veio and the cost is expected not to exceed \$25,000), and (b) to the extent permitted by law, indemnify the Bank and its respective directors, officers and employees against all claims asserted and losses, liabilities and expenses incurred in connection with the transaction.



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AGREED AND ACCEPTED:

Authorized Signer

Date

Signature

All preliminary terms and conditions outlined herein are confidential and may not be shared with any financial institution without the prior consent of NBH Bank N.A. This information is intended for discussion purposes only, and is offered by NBH Bank N.A. as a preliminary indication of interest.

This indication of interest does not represent a commitment to lend monies, nor is it an indication that a formal lending commitment may be forthcoming. Any formal lending commitment that may be issued by NBH Bank N.A. will be subject to the satisfactory conclusion of the Bank's due diligence, completion of the Bank's credit underwriting process, and requisite approval by the Bank's credit authorities.

EXHIBIT A**Loan Prepayment Fee - FOR DISCUSSION PURPOSE ONLY**

Upon two Business Days' prior written notice to NBH, the Borrower may prepay amounts owing under the Note at any time and from time to time. Such prepayment notice shall specify the amount of the prepayment which is to be applied. In the event of prepayment, the Borrower may be required to pay NBH an additional fee, determined in the manner provided below, to compensate NBH for all losses, costs and expenses incurred in connection with such prepayment.

The fee shall be equal to (1) the present value of the difference between (a) the amount that would have been realized by NBH on the prepaid amount for the remaining term of the loan at the fixed rate on the Note and (b) the amount that would be realized by NBH by reinvesting such prepaid funds for the remaining term of the loan at the (i) then-current market swap rate plus (ii) a spread of %, in effect at the time of prepayment as determined by NBH; both (a) and (b) discounted at the then-current market swap rate excluding the spread; plus (2) interest accrued from the beginning of the last payment date to the date of prepayment. Should the present value have no value or a negative value, the Borrower may repay with no additional fee.

Partial prepayments may be made subject to a prepayment penalty based upon the same calculation methodology described above. Any partial prepayment shall be applied to installments of principal in the inverse order of maturity in an amount no less than \$1,000,000 and shall not postpone the due dates of, or relieve the amounts of, any scheduled installment payments due hereunder. Any amounts repaid hereunder may not be re-borrowed.