



Confidential

September 18, 2023

Copper Ridge Metro District
Attn: Michael Lund
C/O Piper
1144 15th Street, Suite 2050
Denver, CO 80202

RE: Copper Ridge Metro District Series 2023

Dear Mr. Lund,

On behalf of NBH Bank ("NBH"), 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
NBH Bank
Director, Government & Nonprofit Finance
rob.stuart@nbhbank.com

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Issuer: Copper Ridge Metropolitan District
Lender: NBH Bank (the "Bank")
Credit Facility: Tax-Exempt Bank Loan Series 2023
Facility Amount: Up to \$22,300,000

SOURCES AND USES			
Sources:		Uses:	
Bond Proceeds		Refunding Escrow Deposits	
2023 Loan	\$22,300,000	Project Fund Deposit	18,500,000
		CAP-I	3,000,000
		Debt Service Reserve Fund	100,000
		Cost of Issuance	700,000
Total Sources	<u>\$22,300,000</u>	Total Uses	<u>\$22,300,000</u>

Purpose: Complete Powers Blvd infrastructure at Voyager Parkway, fund required CAP-I and Reserve Funds and pay for cost of issuance.

Pledged Revenues: 1. Revenues produced from the required debt service mill levy of up to 50 mills;
 2. 1% add-on Public Improvement Fee on all taxable retail sales within the District;
 3. District share of Pikes Peak Regional Transportation Authority funds from 2025 through 2034.

Maturity: December 1, 2027

Principal: Due at maturity. All PPRTA revenues received will be remitted to the Bank and held in a Series 2023 Debt Service Fund and used to make optional principal on each payment date so long as note is eligible to be called.

Interest Rate: Fixed through maturity prior to closing at the 5-Year Treasury + 2.15%, currently 6.61%. The rate is as of September 18, 2023 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 15 days prior to closing with no additional cost.

Interest will be due on each 6/1 and 12/1 beginning 12/1/2023.

Reserve Fund: \$100,000

Callability: Subject to prepayment indemnity through Maturity. The Borrower may add additional call flexibility to the transaction for the following premiums added to the Interest Rate above:

12/1/2025 – 60bps
 6/1/2026 – 50bps

12/1/2026 – 35 bps

With the call feature, the loans may be paid in whole or in part at par on after the call date on any scheduled payment date.

Covenants: Covenants will mirror the covenants in the existing NBH and District loan agreements.

Reporting: Reporting requirements will mirror those in the existing NBH and District loan agreements

Deposit Accounts: The Project Fund, Reserve Fund, CAP-I Fund, and 2023 Debt Service Fund will be held at Community Banks of Colorado and administered similarly to existing funds at the Bank.

Subject To: Other due diligence as necessary to make a formal credit decision.

Fees & Expenses: Whether or not the Financing Agreement is executed and the Bank has provided a commitment to lend, Borrower will pay all fees and expenses relating to preparation of the loan documents, including Bank Counsel fees (estimated to be \$50,000 not to exceed \$55,000). The Bank intends to use Kline Alvarado Veio.

AGREED AND ACCEPTED:

Authorized Signer

Date

Signature

This information is intended for discussion purposes only, and is offered by NBH Bank 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 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.

Prepayment Indemnity

The Loan is subject to redemption and payment prior to maturity, at the option of the Borrower, which shall be exercised upon prior written direction from the Borrower, on any Interest Payment Date prior to Call Date, in whole or in part (minimum increments of \$1,000,000) at a redemption price equal to 100% of the principal amount of the redeemed Loan, plus accrued interest thereon to the redemption date, plus administrative fees as applicable, plus a make-whole fee, if any, equal to present value of the difference between (i) the total amount of interest based on the Original Interest Rate Swap Rate which would have accrued on the prepaid amount had such event not occurred and (ii) the amount of interest based on the Current Interest Rate Swap Rate which would have accrued on the prepaid amount had such event not occurred, both (i) and (ii) discounted at the then "Current Interest Rate Swap Rate", as determined by NBH Bank. The "Original Interest Rate Swap Rate" is the quotation in effect at the time of issuance maturing on the stated Maturity Date of this Loan. The "Current Interest Rate Swap Rate" is the quotation in effect at the time of the Redemption maturing on the stated Maturity Date. Should the present value have no value or a negative value, the Loan may be optionally redeemed with no make-whole fee.