AGENDA FOR THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF FALLBROOK VILLAS METROPOLITAN DISTRICT

A Regular Meeting of the Board of Directors of the Fallbrook Villas Metropolitan District will be held at 6:00 p.m., Thursday, November 19, 2026, via telephone and videoconference. The call-in number is (669) 900-6833 or Meeting ID is 285 858 1316, passcode 9837. The agenda is as follows:

1. **Agenda & Administrative Matters**
   a. Call to Order
   b. Approve Agenda
   c. Public Comment (limited to three minutes per person)
   d. Approve Minutes: October 15, 2026

2. **Bond Matters**
   a. Update on Bond Matters
   b. Consider Approval of Resolution Authorizing the Refunding of the General Obligation Indebtedness

DISTRICT MEETINGS ARE OPEN TO THE PUBLIC

Attendees: whether members of the public or the Board of Directors will not engage in obscene gestures, shouting, profanity, or other disruptive behavior. If attendees become disruptive, they will be muted, expelled from the meeting, and/or fined/sanctioned.

(Next Meeting Date: TBD)

The Fallbrook Villas Metropolitan District Board of Directors:

KimNichelle Rivera	Term Expires 2029
Jolene Simon	Term Expires 2027
Kaitlyn Stroud	Term Expires 2029
Katie Lyons	Term Expires 2029
Christina Mathews	Term Expires 2027

RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
FALLBROOK VILLAS METROPOLITAN DISTRICT

HELD:

Thursday, the 15th day of October 2026 at 6:00 p.m. via telephone and videoconference.

ATTENDANCE:

A regular meeting of the Board of Directors (the "Board") of the Fallbrook Villas Metropolitan District (the "District"), Adams County, State of Colorado, was called and held as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting:

KimNichelle Rivera, President, (2025-2029)
Jolene Simon, Treasurer (2023-2027)
Katie Lyons, Director (2025-2029)
Christina Mathews (2025-2027)

Also in attendance was Nicki Simonson, and Rebecca Hill of Sentinel Point Management & Accounting Co. Director K. Stroud's absence was excused.

1. AGENDA & ADMINISTRATIVE MATTERS:

a. Call to Order: It was noted for the record that a quorum was present from the Board for the purpose of conducting a meeting, and the meeting was called to order. President K. Rivera presided.

b. Approve Agenda: The agenda was approved upon motion by Director J. Simon and second by Director K. Rivera.

c. Public Comment: A few members of the community were present and brought comments and questions to the Board specifically surrounding landscaping and maintenance plans.

d. Approve Minutes: Meeting minutes for September 24, 2026, were approved upon motion by Director J. Simon and second by Director K. Lyons.

2. BOND MATTERS:

a. Update on Bond Refinance: Alan Matlosz with Stifel Public Finance gave an overview and slide presentation of the current status of the bond refinance. He asked for Board direction on which of the 3 options presented to move forward on. Options presented as follows:

i. Non-rated bonds similar to the current Senior Bonds sold in $500,000 denominations. The District would levy only the mills necessary to make the annual debt payment, currently estimated at approximately 43 mills, assuming a 6.50% interest rate.

ii. Non-rated bonds sold in $5,000 denominations and "Supplemental Coupons" so the bond portion of the financing is less than 50% of the District's assessed value. Assuming a 6.00% interest rate, the District's mill levy is estimated at approximately 41 mills.

iii. Privately place the bonds with a bank rather than sell them in the public market. Depending on bank proposals and market conditions, a private placement could provide lower interest rates than currently available in the public market but may only be locked in for ten years. Assuming a 5.50% interest rate, the District's mill levy is estimated at approximately 39 mills.

The Board gave directions to move forward with more information on the private bank option.

3. BUDGET MATTERS

a. Review Draft 2027 District Budget**:** Ms. Nicki Simonson gave a high-level overview of the 2027 draft budget and answered any questions.

4. FINANCIAL MATTERS:

a. Approve Disbursements for October 1, 2026, through October 31, 2026: The Board reviewed and discussed the check register presented. Director J. Simon moved to approve the disbursements for the period from October 1, 2026, through October 31, 2026. The motion was approved upon second by Director K. Lyons.

5. MANAGEMENT AND MAINTENANCE MATTERS:

a. Update on Landscaping and Maintenance Items: Ms. Nicki Simonson confirmed that walkthroughs are performed in the community twice a month. It has been noticed that some homes are in need of repainting and heaving or settling of concrete by garage doors has also been observed. Those items will be addressed next year with homeowners. Director K. Rivera stated that she is still waiting for a proposal from Amber with EDI regarding replacing some turf areas with native grass along with redesigning tree lines with shrubs and flowering plants. The Board discussed that when moving forward with a

revamp of the landscaping, the focus should initially be at the entrance of the community, along 141st Avenue, to reinforce community first impressions. Discussion was also held regarding how to approach the timeline and rollout of improvements.

b. Consider Approval of Snow Removal Proposal: The Board considered several proposals that had been presented for review. After discussion, Director J. Simon made a motion to approve the snow removal proposal submitted by Landtech Landscape Maintenance. The motion was approved upon second by Director K. Lyons. Proposals for general landscape maintenance will be considered at the November Board meeting.

ADJOURNMENT:

There being no further business to come before the Board; the meeting was adjourned. The foregoing minutes constitute a true and correct copy of the minutes of the above-referenced meeting and have been approved by the Board of Directors of the Fallbrook Villas Metropolitan District.

_____
Katie Lyons, Assistant Secretary

STATE OF COLORADO)
FALLBROOK VILLAS METROPOLITAN DISTRICT) ss.
ADAMS COUNTY)

As the Secretary of the Board of Directors of Fallbrook Villas Metropolitan District, in the City of Thornton, Adams County, Colorado (the "District"), I do hereby certify that:

1. Attached is a true and correct copy of a resolution (the "Resolution") adopted by the Board of Directors (the "Board") at a public meeting held on November 19, 2026.

2. Notice of such meeting was posted in accordance with Section 32-1-903, C.R.S. and, as required therein, such notice indicated that the board intends to make a final determination to issue or refund general obligation indebtedness.

3. The Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

Board Member	**Attendance**			**Voting**		
	Present in Person	**Present via Telecom-munications Device**	**Absent**	**Yes**	**No**	**Abstain**
Katie Lyons	____	____	____	____	____	____
Christina Mathews	____	____	____	____	____	____
KimNichelle Rivera	____	____	____	____	____	____
Jolene Simon	____	____	____	____	____	____
Kaitlyn Stroud	____	____	____	____	____	____

4. The Resolution was duly approved by the Board, signed and attested by the appropriate officers, sealed with the District's seal, and recorded in the minutes of the Board.

5. The public meeting at which the Resolution was adopted, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with all applicable bylaws, rules, regulations and resolutions of the District, in accordance with the normal procedures of the District relating to such matters, and in accordance with applicable statutes of the State of Colorado, including without limitation the Open Meetings Law set forth in Section 24-6-402, C.R.S.

WITNESS my hand and the seal of the District this 19th day of November, 2026.

By _____
Secretary

[SEAL]

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APPENDIX A – Form of the Note

A RESOLUTION OF FALLBROOK VILLAS METROPOLITAN DISTRICT AUTHORIZING A LOAN, EVIDENCED BY THE ISSUANCE OF A LIMITED TAX (CONVERTIBLE TO UNLIMITED TAX) GENERAL OBLIGATION REFUNDING NOTE, FOR THE PURPOSE OF REFUNDING OUTSTANDING DEBT OF THE DISTRICT; PROVIDING FOR THE PAYMENT OF THE REFUNDED DEBT, FOR THE LEVY OF PROPERTY TAXES TO PAY THE LOAN AND OTHER DETAILS IN CONNECTION WITH THE REFUNDING.

WHEREAS, Fallbrook Villas Metropolitan District, in Adams County, Colorado is a duly organized and validly existing special district, political subdivision and body corporate of the State (*capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Resolution*); and

WHEREAS, the District previously issued its Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2019A, in the aggregate principal amount of $2,405,000 (which bonds are currently outstanding in the aggregate principal amount of $2,310,000, and accrue interest on unpaid principal at the rate of 5.25% per annum payable semiannually on each June 1 and December 1) and its Subordinate Limited Tax General Obligation Bonds, Series 2019B, in the aggregate principal amount of $398,000 (which bonds are currently outstanding in the aggregate principal amount of $315,000 and accrue interest on unpaid principal at the rate of 7.75% per annum payable annually on each December 15); and

WHEREAS, the Series 2019A Bonds are subject to redemption on and after December 1, 2026 at the option of the District, at a redemption price equal to the par amount thereof (with no redemption premium) plus accrued interest to the redemption date; and

WHEREAS, the Series 2019B Bonds are subject to redemption on and after December 15, 2026 at the option of the District, at a redemption price equal to the par amount thereof (with no redemption premium) plus accrued interest to the redemption date; and

WHEREAS, the principal of and interest on the Series 2019A Bonds and the Series 2019B Bonds are payable at UMB Bank, n.a., in Denver, Colorado, as trustee for such bonds under the Refunded Debt Indentures; and

WHEREAS, the Series 2019A Bonds and Series 2019B Bonds were issued pursuant to an election held on November 3, 2015, and such Ballot Issue Authorization included voter approval for up to $5,000,000 in principal amount for the refinancing of district bonded debt; and

WHEREAS, under the Public Securities Refunding Act, the refunding of outstanding obligations by a public body can be accomplished for the purpose of "reducing the total principal and interest payable on such obligations or the principal and interest payable thereon in any particular year or years, or affecting other economies" and, among other things, the Board desires to lower its current required mill levy for debt service as provided in the Refunded Debt Indentures; and

WHEREAS, the Board has been presented with a plan for the refunding all of the Series 2019A Bonds and the Series 2019B Bonds through a bank loan, to be evidenced by the issuance of a note; and

WHEREAS, with the assistance of Stifel, Nicolaus & Company, Incorporated, as placement agent, following the District's request for proposals for a loan and receiving responses from two banks, BOK Financial Public Finance, Inc., has provided the District with proposed loan terms, and after consideration, the Board has determined that the Loan, to be evidenced by the Note to be directly placed with the Lender, is in the best interests of the District and the residents thereof; and

WHEREAS, the net proceeds derived from the Loan shall be immediately applied to the payment and cancellation of the Refunded Debt; and

WHEREAS, based upon the Authorized Denomination of the Note and its placement with the Lender, the issuance of the Note is permitted pursuant to Section 32-1-1101(6)(a)(IV), C.R.S. and is exempt from registration under the Colorado Municipal Bond Supervision Act as provided by Section 11-59-110, C.R.S. upon appropriate filing for such exemption; and

WHEREAS, none of the members of the Board have any potential conflicting interests in connection with the authorization or issuance of the Note or the application of the proceeds of the Loan; and

WHEREAS, the Board desires to authorize the issuance of the Note to the Lender and the approval and execution of any documents necessary and appropriate to effectuate the transaction described in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FALLBROOK VILLAS METROPOLITAN DISTRICT, IN ADAMS COUNTY, COLORADO:

Section 1. Definitions. The following terms shall have the following meanings as used in this Resolution:

"Authorized Denomination" means the principal amount of the Note on the Dated Date and the unpaid principal amount of the Note thereafter.

"Authorized Official" means any member of the Board, which individuals shall be authorized to sign any and all agreements, documents and certificates with respect to the issuance and delivery of the Note.

"Ballot Issue Authorization" means ballot issues approved by a majority of the District's eligible electors voting at the election held on November 3, 2015.

"*Board*" means the Board of Directors of the District, and any successor body.

"*Bond Counsel*" means, as of the Dated Date, the law firm of Kutak Rock LLP, and thereafter any nationally recognized bond counsel.

"*Business Day*" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

"*Call Date*" means December 16, 2026, or such other dates as determined by the Loan Delegate.

"*Certified Public Accountant*" means an independent certified public accountant within the meaning of Section 12-100-112, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

"Code" means the Internal Revenue Code of 1986, as amended.

"Conversion Date" means the first date on which the Debt to Assess Ratio is fifty percent or less. On and after the Conversion Date the Pledged Revenue shall be secured by the pledge of the Unlimited Mill Levy regardless of any subsequent increase in the Debt to Assessed Ratio.

"*County*" means Adams County, Colorado.

"*C.R.S.*" means the Colorado Revised Statutes.

"*Dated Date*" means the dated date for the Note, which shall be the date of the funding of the Loan and delivery of the Note.

"Debt" means, for any particular calculation dated, the aggregate outstanding principal amount (or, if issued as capital appreciation bonds, the then accrued value), as of such calculation date, of the Note, any Parity Obligations, any Subordinate Obligations, and any other bonds, notes or other obligations for the payment of which the District is obligated to impose ad valorem property taxes.

"Debt to Assessed Ratio" means, as of the date of calculation, the ratio derived by dividing the then-outstanding principal amount of Note, Parity Obligations, if any, and Subordinate Obligations, if any, by the most recent Final Assessed Valuation of the District, which ratio calculation shall be set forth in a written certificate of the District President or other Authorized District Official as required by subsection (c) of the section hereof entitled "Filing Requirements."

"Determination of Taxability" means (i) either the enactment or promulgation of any requirement of law after the Dated Date that causes interest accrued or accruing on the Note to be includable in the gross income of the Owner for federal income tax purposes or (ii) a final action, order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive of any federal court or the Internal Revenue Service determining that interest accrued or accruing on the Note was or will be includable in the gross income of the Owner for federal income tax purposes. No such action, order, injunction, writ, judgment, decree, ruling, interpretation, finding, or other directive will be considered final unless the District, as permitted under applicable requirements of law, has been afforded the opportunity to contest the same, either directly or in the name of the Owner, and such appellate review, if sought, has concluded.

"*District*" means Fallbrook Villas Metropolitan District, in the City of Thornton and Adams County, Colorado, and any successor thereto.

"*Enabling Laws*" means the State Constitution, the Special District Act, the Public Securities Refunding Act, the Supplemental Public Securities Act and all other laws of the State enabling the authorization and issuance of the Note.

"*Event of Default*" means any of the events specified in the Section hereof entitled "Events of Default."

"*Federal Securities*" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct, non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to the extent such investments are Permitted Investments.

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

"*Interest Payment Date*" means each June 1 and December 1, commencing June 1, 2027, or such other dates as established in the Note by the Loan Delegate.

"*Interest Rate*" means the rate of tax-exempt interest on the Note, as determined by the Loan Delegate.

"*Lender*" means BOK Financial Public Finance, Inc., or any successor thereto.

"Limited Mill Levy" means, prior to the Conversion Date, a rate of ad valorem property tax levy expressed in mills (a mill being equal to 1/10 of 1 cent) imposed upon all of the taxable property in the District each year in an amount sufficient to pay the principal of, Yield Maintenance Fee, if any, and interest on the Note and any Parity Lien Obligations as the same become due and payable, but not in excess of 50 mills; provided however, that in the event the method of calculating assessed valuation is or was changed after January 1, 2015, the maximum mill levy provided herein shall 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 revenues realized from the mill levy, as adjusted, are neither diminished nor enhanced from those which would have been realized without such changes in calculation method. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. Notwithstanding anything herein to the contrary, in no event may the revenue generated from the Limited Mill Levy in any year be in excess of the maximum tax increases permitted by the applicable Ballot Issue Authorization.

"*Loan*" means the loan made by the Lender to the District as evidenced by the Note.

"*Loan Delegate*" means any one of the President of the Board or any other Authorized Official.

"*Maturity Date*" means December 1, 2036.

"*Note*" means the Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Note, Series 2026, dated as of the Dated Date, as authorized by this Resolution.

"*Note Account*" means the "Series 2026 Note Account," established by the provisions hereof for the purpose of paying the principal of, Yield Maintenance Fee if any, and interest on the Note.

"*Owner*" means the registered owner of the Note as shown by the registration book maintained by the Paying Agent. On the Dated Date, the Owner shall be the Lender.

"Parity Obligations" means bonds, notes, debentures, or other multiple fiscal year financial obligations having a lien upon the Pledged Revenue or any part thereof on a parity with the lien thereon of the Note.

"*Paying Agent*" means the District Treasurer, which shall perform the function of paying agent and registrar with respect to the Note.

"*Permitted Investments*" means any investment in which funds of the District may be invested under the laws of the State at the time of such investment.

"*Person*" means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Pledged Revenue" means the revenue derived by the District (including any interest income thereon) from the following sources:

(a) Prior to the Conversion Date, the Limited Mill Levy and any other legally available moneys deposited into the Note Account; and

(b) On and after the Conversion Date, the Unlimited Mill Levy and any other legally available moneys deposited into the Note Account.

"*Principal Redemption Date*" means December 1, or such other date or dates of each year as established in the Note by the Loan Delegate.

"*Public Securities Refunding Act*" means Part 1 of Article 56 of Title 11, C.R.S., as amended.

"*Refunded Debt*" means the Series 2019A Bonds and Series 2019B Bonds.

"*Refunded Debt Trustee*" means the Bank, as trustee for the Refunded Debt under the Refunded Debt Indentures.

"*Refunded Debt Requirements*" means the principal of and accrued interest due in connection with the Refunded Debt on the Call Date, as reported by the Refunded Debt Trustee.

"*Refunded Debt Indentures*" means the Indenture of Trust (Senior) dated as of February 1, 2019, between the District and the Bank, as trustee, in connection with the issuance of the Series 2019A Bonds the Indenture of Trust (Subordinate) dated as of February 1, 2019, between the District and the Bank in connection with the issuance of the Series 2019B Bonds.

"*Refunding Project*" means the current refunding of the Refunded Debt and any other purpose for which proceeds of the Loan may be expended under the Enabling Laws, including, but not limited to, the payment of the costs of issuance of the Note and the refunding, paying and discharging of the Refunded Debt Requirements.

"*Resolution*" means this Resolution, including any amendments or supplements hereto.

"Series 2019A Bonds" means the District's Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2019A, which bonds were originally issued in the aggregate principal amount of $2,405,000.

"*Series 2019B Bonds*" means the District's Subordinate Limited Tax General Obligation Bonds, Series 2019B, in the aggregate principal amount, which bonds were originally issued in the aggregate principal amount of $398,000.

"Service Plan" means the service plan for the District, as approved by the City Council of the City of Thornton on August 11, 2015, and any amendments thereto.

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

"*State*" means the State of Colorado.

"*Subordinate Obligations*" means bonds, notes, debentures, or other multiple fiscal year financial obligations having a lien upon the Pledged Revenue or any part thereof junior and subordinate to the lien thereon of the Note.

"*Supplemental Public Securities Act*" means Part 2 of Article 57 of Title 11, C.R.S., as amended.

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

"*Tax Letter of Instructions*" means the Tax Letter of Instructions, dated the Dated Date and delivered to the District by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.

"*Taxable Rate*" means a rate of taxable interest on the Note, calculated as the sum of the stated tax-exempt Interest Rate divided by 79%, to be set forth in the Note and applied in the event of a Determination of Taxability, if any.

"*Unlimited Mill Levy*" means, on and after the Conversion Date, a levy for general ad valorem taxes imposed upon on all of the taxable property in the District each year, without

limitation as to rate and in an amount sufficient to pay the principal of, Yield Maintenance Fee, if any, and interest on the Note as the same become due and payable.

"Yield Maintenance Fee" has the meaning set forth in the form of the Note attached hereto as Appendix A.

Section 2. Authorization for Loan and Note. Pursuant to and in accordance with the Enabling Laws, to evidence the Loan from the Lender there shall be issued by the District, the "Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding Note, Series 2026," in the principal amount not to exceed $2,600,000. The Note shall be issued in the Authorized Denomination and delivered via physical delivery for the purpose of funding the costs properly attributable to the Refunding Project including, but not limited to, the payment of costs of issuance of the Note.

Section 3. Note Details.

(a) ***Registered Form, Denominations, Dated Date and Numbering***. The Note shall be issued as a single, certificated, fully registered Note dated as of the Dated Date, and shall be registered in the name of the Lender, or if later transferred pursuant to the Section hereof titled "Registration, Transfer and Exchange of the Note", in the name of the Person identified in the registration books maintained by the Paying Agent pursuant to this Resolution. The Note shall be issued in the Authorized Denomination. The Note shall be numbered R-1, and if transferred thereafter numbered consecutively beginning with the number "2" preceded by the letter "R."

(b) ***Maturity Dates and Interest Rate***. The Note shall mature on the Maturity Date and shall bear per annum interest at the Interest Rate, provided however, following a Determination of Taxability the Note shall bear per annum interest at the Taxable Rate for such period in which the Determination of Taxability applies. Upon a Determination of Taxability, if any, the Note shall bear per annum interest at the Taxable Rate and the District agrees to pay promptly after any such Determination of Taxability and on each payment date thereafter to the Owner an additional amount determined by the Owner to compensate for the loss of such excludability (including compensation relating to fees or penalties, if any, for non-compliance). The maximum net effective interest rate authorized for the Note is set forth in the Ballot Issue Authorization.

(c) ***Interest Accrual and Dates for Payment***. Interest on the Note (calculated based on a 360 day year of twelve 30 day months) shall accrue at the rate set forth in the preceding paragraph from the later of the Dated Date or the latest Interest Payment Date to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) ***Manner and Form of Payment***. Principal of the Note is payable in lawful money of the United States of America to the Owner upon optional or mandatory prior redemption and on the Maturity Date, provided that, following the final payment of the principal of the Note on the Maturity Date, the Lender shall return the paid Note to the District or, in the alternative, indicate in writing that the Note has been destroyed. The interest on and principal of the Note are payable to the Owner by ACH transfer, wire

transfer or other electronical means mutually agreed to between the Owner of the Note and the Paying Agent.

(e) ***Final Determination of Note Details***. The authority to determine other details of the Note is delegated to the Loan Delegate in the Section hereof entitled "Delegation and Parameters".

Section 4. Delegation and Parameters.

(a) ***Delegation***. The Board hereby delegates to the Loan Delegate for a period of sixty days following the date of this Resolution, the authority to determine and set forth in the final form of the Note: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth therein, and (ii) any other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Note and are not inconsistent herewith.

(b) ***Final Loan Terms***. The final form of the Note shall include and set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters indicated below:

(i) the Dated Date, which shall be no later than sixty days following the date of this Resolution;

(ii) the Interest Rate, which rate of interest shall not exceed 5.50% per annum;

(iii) the principal amount of the Note, which shall not exceed $2,600,000;

(iv) the scheduled amount of principal of the Note to be mandatorily redeemed on each Principal Redemption Date, which amount shall not exceed $100,000; and

(v) the terms upon which the principal amount of the Note may be redeemed at the option of the District, the dates upon which such optional redemption may occur, and the period during which a Yield Maintenance Fee, if any, may be imposed upon the optional redemption of the Note.

Section 5. Redemption of Principal Prior to Maturity.

(a) ***Optional Principal Redemption***. The Note shall be subject to redemption at the option of the District, in whole but not in part, on such dates and subject to the payment of a Yield Maintenance Fee as set forth in the Note by the Loan Delegate; provided however, the Loan Delegate may determine that the Note shall not be subject to redemption at the option of the District. Notice of the optional redemption of the Note shall be given by the Paying Agent in the name of the District in writing or by electronic

means acknowledged by the Owner provided not less than ten days prior to the date identified for optional redemption.

In connection with a Yield Maintenance Fee, the District agrees that such fees and other prepaid finance charges, if any, are earned fully as of the date of the Loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise provided by law.

(b) ***Mandatory Principal Redemption***. A portion of the principal amount of the Loan shall be subject to mandatory principal redemption by lot on the Principal Redemption Date of the years and in the principal amounts specified in the Note by the Loan Delegate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

Section 6. Security for the Note.

(a) ***Convertible Limited Tax General Obligation***. The Note shall a constitute limited tax general obligation of the District prior to the Conversion Date and unlimited tax general obligation of the District following the Conversion Date. The principal of the Note, together with the interest thereon and any Yield Maintenance Fee due in connection therewith, shall be payable solely from and to the extent of the Pledged Revenue, and the Pledged Revenue is hereby pledged to the payment of the Note. The Note shall constitute an irrevocable first lien upon the Pledged Revenue, but not necessarily an exclusive such lien. The Note shall not constitute a debt or indebtedness of the County, the State or any political subdivision of the State other than the District.

(b) ***Levy of Ad Valorem Taxes***.

(i) *Prior to the Conversion Date.* For the purpose of paying the principal of and interest on the Note when due, respectively, the Board shall annually determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem taxes on all of the taxable property in the District, at a rate not to exceed the Limited Mill Levy and in an amount which, taking into account moneys then on deposit in the Note Account, is sufficient to pay the principal of and interest on the Note when due, respectively, whether at maturity or upon earlier redemption. It is acknowledged that, in accordance with the Service Plan, the District shall not be permitted to impose the Limited Mill Levy for payment of the Note after December 2057 (for collection in calendar year 2058).

(ii) *On and After the Conversion Date*. For the purpose of paying the principal of and interest on the Note when due, respectively, the Board shall annually determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem taxes on all of the taxable property in the District, without limitation as to rate and in an amount sufficient to pay the principal of and interest on the Note when due, respectively, whether at maturity or upon earlier redemption.

(c) ***Application of Proceeds of Ad Valorem Taxes***. The general ad valorem taxes levied pursuant to subsection (b) of this Section, when collected, shall be deposited in the Note Account and shall be applied solely to the payment of the principal of and interest on the Note and for no other purpose until the Note, including principal and interest, are fully paid, satisfied and discharged.

(d) ***Appropriation and Budgeting of Proceeds of Pledged Revenue***. Moneys received from the general ad valorem taxes levied pursuant to subsection (b) of this Section in an amount sufficient, together with Pledged Revenue in the Note Account, to pay the principal of and interest on the Note when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Note due, respectively, in each year shall be included in the annual budget and appropriation resolution to be adopted and passed by the Board for such year.

(e) ***Use or Advance of Other Legally Available Moneys***. Nothing herein shall be interpreted to prohibit or limit the ability of the District to use legally available moneys other than the proceeds of the general ad valorem property taxes levied pursuant to subsection (b) of this Section to pay all or any portion of the principal of, Yield Maintenance Fee, if any, or interest on the Note. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Note, the District may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (b) of this Section or (ii) use proceeds of taxes levied pursuant to subsection (b) of this Section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of, Yield Maintenance Fee, if any, or interest on the Note. If the District selects alternative (ii) in the immediately preceding sentence, the taxes levied pursuant to subsection (b) of this Section shall include amounts sufficient to fund the reimbursement.

(f) ***Certification to County Commissioners***. It is hereby declared that, if the District does not otherwise determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem property taxes as required by subsection (b) of this Section, the foregoing provisions of this Section shall constitute a certificate from the Board to the Board of County Commissioners of the County showing the aggregate amount of ad valorem taxes to be levied by the Board of County Commissioners of the County from time to time, as required by law, for the purpose of paying the principal of and interest on the Note when due.

Section 7. Form of the Note. The Note shall be in substantially the form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the District executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Note are hereby approved and adopted as the covenants, statements, representations and agreements of the District. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Resolution and incorporated herein as if set forth in full in the body of this Resolution.

Section 8. Delivery of the Note and Application of Loan Proceeds..

(a) ***Execution and Authentication of Note.*** The Note shall be executed in the name and on behalf of the District with the manual signature of the President of the District, shall bear a manual of the seal of the District and shall be attested by the manual signature of the Secretary of the District, both of whom are hereby authorized and directed to prepare and execute the Note in accordance with the requirements hereof. Should any officer whose signature appears on the Note cease to be such officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes. When the Note has been duly executed, the officers of the District are authorized to, and shall, deliver the Note to the Paying Agent for authentication. The Note shall not be secured by or entitled to the benefit of this Resolution, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon the Note shall be conclusive evidence, and the only competent evidence, that such Note has been properly authenticated hereunder.

(b) ***Delivery of Note and Application of Loan Proceeds.*** Upon the authentication of the Note and delivery of the approving opinion of Bond Counsel, the authenticated Note shall be released and delivered to the Lender, in accordance with the directions of the Lender, concurrently with the receipt of proceeds of the Loan by the District. The Lender shall be authorized to withhold from the principal amount, and to pay on behalf the District, costs of issuance of the Note as directed by the Loan Delegate and set forth in the closing memorandum. The proceeds of the Loan received by the District, together with any legally available moneys of the District, if any, shall be applied as a supplemental appropriation by the District for the payment of the costs of issuance of the Note and to payment of the Refunded Debt.

Section 9. Registration of the Note. The Paying Agent shall maintain a registration book in which the ownership, transfer and exchange of Note shall be recorded. The Person in whose name the Note shall be registered on the registration book shall be deemed to be the absolute owner thereof for all purposes.

Section 10. Filing Requirements. The Board hereby directs that the following filings or recordings be made as set forth below:

(a) ***Colorado Municipal Bond Supervision Act.*** At least five days prior to the Dated Date, there shall be filed with the State Securities Commissioner a notice of claim of exemption indicating the Authorized Denomination is not less than $500,000, and including this Resolution and the exemption fees, all as more specifically required pursuant to Section 11-59-110(2), C.R.S.

(b) ***Notice of General Obligation Indebtedness.*** Within thirty days following the issuance of the Note, there shall be recorded with the Clerk and Recorder of the County notice of such action in the form prescribed by the Director of the State Division of Local Government in the Department of Local Affairs. Copies of such notice shall be sent to the State Division of Local Government and with the Board of County Commissioners of the

County and appropriate official of the City of Thornton. Such actions shall be in accordance with the requirements of Section 32-1-1604, C.R.S. and Section 32-1-1101.5(1), C.R.S.

(c) ***Conversion Date Reporting.***

(i) Prior to the Conversion Date, the District shall include the calculation of the Debt to Assessed Ratio, as of the close of the fiscal year for which financial information is being reported, with financial information annually reported to the Lender.

(ii) Within ten Business Days after the Conversion Date has occurred, there shall be filed by an Authorized Official notice of the Conversion with the Paying Agent and the Lender.

(iii) Following the Conversion Date, the notes concerning long-term debt reported in the District's annual audited financial statements shall include a statement that the Conversion Date has occurred and that the Note is secured by the Unlimited Mill Levy until the principal of and interest on the Note is paid in full.

Section 11. Transfer and Exchange of Note; Note Replacement.

(a) ***Transfer and Exchange.*** The Note may be transferred to financial institutions or institutional investors or exchanged at the principal office of the Paying Agent or at such other location designated by the Paying Agent for such purpose, in whole but not in part, for a like Note in an Authorized Denomination of the same Maturity Date and Interest Rate, upon payment by the transferee of any governmental charge required to be paid with respect to such transfer or exchange. Upon surrender for transfer of the Note, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the District shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Note. The transferring Owner shall pay any reasonable costs of the District incurred in connection with the transfer of the Note.

(b) ***Replacement of Lost, Destroyed or Stolen Note***. If the Note shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken note and the District shall execute and the Paying Agent shall authenticate and deliver a replacement Note upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the District and the Paying Agent with respect to the Note lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Note.

Section 12. Establishment of Note Account. There is hereby established the Note Account, which shall be maintained by the District in accordance with the provisions of this Resolution. Moneys deposited in the Note Account shall be applied solely to the payment of the principal of and interest on the Note and for no other purpose until the Note, including principal,

Yield Maintenance Fee, if any, and interest, is fully paid, satisfied and discharged. Moneys deposited in the Note Account may be invested or deposited in securities or obligations which are Permitted Investments. The investment of moneys deposited in the Note Account shall, however, be subject to the covenants and provisions of the section hereof entitled "Disposition and Investment of Proceeds; Tax Covenants." Except to the extent otherwise required by such Section, interest income from the investment or reinvestment of moneys credited to the Note Account shall remain in and become part of the Note Account.

Section 13. Payment of Refunded Debt.

(a) ***Immediate Payment and Cancellation of Refunded Debt.*** In the event that (i) the date of delivery of the Note occurs on a date which permits the irrevocable deposit with the Refunded Debt Trustee in accordance with the Refunded Debt Indentures the gross amount necessary for the payment and cancellation of either or both series of the Refunded Debt on the Call Date and (ii) the Refunded Debt Trustee reaffirms the amount which is necessary for the payment and cancellation of the applicable Refunded Debt on the Call Date, the net proceeds of the Note may be applied for such purpose.

(b) ***Call of Refunded Debt.*** Subject to the issuance of the Note, the Board does hereby declare its intent to exercise on behalf of and in the name of the District its option to redeem all of the Refunded Debt on the Call Date. The Board hereby reaffirms the conditional notice of the Call Date previously provided to the Refunded Debt Trustee and, if necessary, authorizes the Loan Delegate to irrevocably instruct the Refunded Debt Trustee to give or cause to be given a notice, which may be conditional, of refunding, defeasance and redemption of the Refunded Debt in accordance with the terms of this Resolution and the Refunded Debt Indentures.

Section 14. Investments. Proceeds of the Note delivered to the District pursuant to the Section hereof entitled "Application of Loan Proceeds; Payment of Refunded Debt," moneys on deposit in the Note Account and any moneys held by the Paying Agent with respect to the Note shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to any applicable restrictions set forth in the Tax Letter of Instructions and the Tax Certificate or similar certificate delivered by the District in connection with the issuance of the Note that describes the District's expectations regarding the use and investment of proceeds of the Note and the use of the capital improvements funded from proceeds of the Refunded Debt.

Section 15. Various Findings, Determinations, Declarations and Covenants. The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the Owner of the Note that:

(a) ***Best Interests.*** It is in the best interest of the District and its residents that the Note be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Resolution.

(b) ***Debt Limits.*** The issuance of the Note will not cause the District to exceed its debt limit under the Service Plan or applicable State law.

(c) ***Compliance with Enabling Laws***. The issuance of the Note and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Constitution and laws of the State, including the Enabling Laws, all conditions and limitations of the Enabling Laws and other applicable law relating to the issuance of the Note have been satisfied.

(d) ***Financial Reporting.*** The District shall annually provide to the Owner, at the address or in electronic form as requested by the Owner, the following information:

(i) Audited financial statements summarizing the results of all funds and activities of the District within 270 days of the District's fiscal year-end;

(ii) A budget setting forth the complete estimated financial plan of the District within 60 days of adoption of the budget by the Board (such information shall include the certified mill levy and final assessed valuation of the District), but in no event later than February 15th of the budget year; and

(iii) such additional financial information as the Owner may reasonably request.

(e) ***Reimbursement Agreement.*** In connection with Section 3 of that certain Advance, Acquisition and Reimbursement Agreement, dated January 19, 2019 (the "Agreement"), by and between the District and Calatlantic Group, Inc., a Deleware corporation, the Board hereby determines that it is not financially feasible to reimburse, and the District has no legally available revenue at this time which is not otherwise appropriated, obligated, pledged or reserved for any current or future purpose in any fiscal year for reimbursement of, Reimbursable Costs as defined in the Agreement.

(f) ***Patriot Act Notice.*** The District has been notified that, pursuant to the requirements of the Patriot Act, the Lender 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 agrees that it shall promptly provide such information upon request by the Lender.

(g) ***No Advisory or Fiduciary Relationship.*** In connection with any aspect of the transactions contemplated by this Resolution (including in connection with any amendment, waiver, or other modification hereof), the District acknowledges and agrees that (i) the transactions contemplated hereby are arm's length commercial transactions between the District and the Lender, (ii) the Lender is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent, or fiduciary for the District or any other Person, (iii) the Lender has not assumed a fiduciary responsibility in favor of the District or any other Person with respect to this Resolution or the process leading to the parties' entering into this Resolution and that the Lender has no other obligation to the District except the obligations expressly set forth in this Resolution, (iv) the Lender does not provide advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities,

including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues; or undertaken a solicitation of a municipal entity, within the meaning of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the transactions contemplated herein.

(h) ***No Registration; No Securities Depository; No CUSIP.*** The District confirms that (i) the Note is not being registered under the Securities Act of 1933; (ii) the Note is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (iii) no CUSIP number will be obtained for the Note; (iv) no official statement or other offering document has been or will be prepared in connection with the private placement of the Note with the Lender; (v) the Note will not close through The Depository Trust Company or any other securities depository and this Resolution will not be in book entry form; (vi) the Note is not listed on any stock or other securities exchange; and (vi) the Note shall not be assigned a rating by any rating agency.

Section 16. Additional Obligations.

(a) ***No Senior Lien Obligations.*** The District shall not incur any additional Debt or other financial obligation having a lien upon the Pledged Revenue or the general ad valorem tax revenues of the District superior to the lien thereon of the Note.

(b) ***Parity Obligations.*** The District shall not incur any additional Debt or other financial obligation having a lien upon the Pledged Revenue or the general ad valorem tax revenues of the District on a parity with the lien thereon of the Note without the prior written consent of the Owner.

(c) ***Subordinate Obligations.*** Prior to the Conversion Date, the District shall not incur any additional Debt or other financial obligation having a lien upon the Pledged Revenue or the general ad valorem tax revenues of the District subordinate to the lien thereon of the Note without the prior written consent of the Owner. On and after the Conversion Date, nothing herein shall prevent the District from issuing Subordinate Obligations provided that (i) no Event of Default on the Note has occurred and is continuing and the issuance of the Subordinate Obligation would not create an Event of Default, (ii) payments of principal and interest on the Subordinate Obligation is limited annually to December 15th of any calendar year, (iii) the maturity date of the Subordinate Obligation is later than the Maturity Date for the Note and (iv) acceleration of the principal of the Subordinate Obligation in not an available remedy.

Section 17. Federal Income Tax Covenants. For purposes of ensuring that the interest on the Note is and remains excluded from gross income for federal income tax purposes, the District hereby covenants that:

(a) ***Prohibited Actions.*** The District will not use or permit the use of any proceeds of the Note or any other funds of the District from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit

to be taken any other action or actions, which would cause the Note to be characterized as an "arbitrage bond" within the meaning of Section 148 of the Code or would otherwise cause the interest on the Note to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The District will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the District on the Note shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the District represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Note and the capital improvements funded from proceeds of the Refunded Debt have not and will not be used in a manner that will cause the Note to be considered a "private activity bond" within the meaning of the Code; (ii) the Note is not and will not become directly or indirectly "federally guaranteed"; and (iii) the District will timely file an Internal Revenue Service Form 8038-G with respect to the Note, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Tax Letter of Instructions.*** The District will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Note, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of proceeds of the Loan, the use of the capital improvements originally funded from the Refunded Debt, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Note to become includible in gross income for federal income tax purposes, the District will thereafter comply with the new Tax Letter of Instructions.

(d) ***Designation of the Note as a Qualified Tax-Exempt Obligation.*** The District hereby designates the Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code. The District covenants that the aggregate face amount of all tax-exempt obligations issued by the District, together with governmental entities which derive their issuing authority from the District or are subject to substantial control by the District, shall not be more than $10,000,000 during the calendar year in which the Note is issued.

Section 18. Defeasance. When all principal and interest in connection with the Note have been duly paid, the pledge and lien and all obligations of the District hereunder shall thereby be discharged with respect to the Note and the Note shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the District has placed in escrow and in trust with a commercial bank located within or without the State, and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal and interest on the Note as the same become due to the Maturity Date or upon the designated prior redemption date. The Federal Securities shall become due at or prior to the

respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of the escrow shall be determined by a Certified Public Accountant.

Section 19. Events of Default. Each of the following events constitutes an Event of Default:

(a) ***Failure to Levy or Apply Proceeds.*** Prior to the Conversion Date, the failure by the District to impose the Limited Mill Levy or to apply the proceeds of any Pledged Revenue as required by the terms of this Resolution. On and after the Conversion Date, the failure by the District to make any payment of principal of or interest on the Note when due.

(b) ***Refunding or Refinancing.*** The failure to either (i) refund or refinance the unpaid principal amount of the Note on or before the Maturity Date or (ii) otherwise pay all of the principal of and interest due on the Note on the Maturity Date.

(c) ***Breach or Nonperformance of Duties***. Breach by the District of any material covenant set forth herein or failure by the District to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after written notice specifying such default and requiring the same to be remedied is delivered to the District from the Owner

(d) ***Bankruptcy or Receivership***. An order of decree by a court of competent jurisdiction declaring the District bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the District's assets or revenues is entered with the consent or acquiescence of the District or is entered without the consent or acquiescence of the District but is not vacated, discharged or stayed within thirty days after it is entered.

Section 20. Remedies for Events of Default; Default Rate. Upon the occurrence and continuance of an Event of Default, the Owner of the Note, or a trustee therefor, may protect and enforce its rights by proper legal or equitable remedy deemed most effectual including, without limitation, mandamus, specific performance of any covenants, injunctive relief, or requiring the Board to act as if it were the trustee of an express trust, or any combination of such remedies; provided however, that acceleration of any payments due with respect to the Note shall not be a remedy available to the Owner. Upon the occurrence of an Event of Default and for the period during which it continues, default interest shall accrue on the Note at the applicable stated tax-exempt or taxable interest rate then accruing on the Note, plus an additional rate of 3% per annum on the unpaid principal on the Note; however, no remedy shall cause the District to exceed the annual tax increase or maximum repayment cost established pursuant to the Ballot Issue Authorization.

Section 21. Amendment of Resolution. The District may not, without the consent of or notice to the Owner, adopt amendments to this Resolution.

Section 22. Appointment and Duties of Paying Agent. The Paying Agent identified in the Section hereof entitled "Definitions" is hereby appointed as paying agent, registrar and authenticating agent for the Note unless and until the District removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Note to such successor. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.

Section 23. Authorization of Related Documents.

(a) ***Document Actions.*** The President, the Secretary and the Treasurer of the District, or any other duly authorized officer of the District, shall, and they are hereby authorized and directed to, take all actions necessary or appropriate to effectuate the provisions of this Resolution in substantially the forms presented to this meeting of the Board, with such changes therein, if any, not inconsistent herewith, as are approved by the District (which, once executed by the appropriate District official, shall constitute conclusive evidence of approval of the District), and such certificates and affidavits as may be reasonably required by the Lender or as are necessary and appropriate to effectuate the refunding described in this Resolution, including but not limited to a Tax Certificate or similar certificate describing the District's expectations regarding the use and investment of proceeds of the Note and an Internal Revenue Service Form 8038-G with respect to the Note. The execution by the President of the District or any other duly authorized officer of the District of any document authorized herein shall be conclusive proof of the approval by the District of the terms thereof.

(b) ***Electronic Signatures.*** In the event the President of the Board, the Secretary of the Board, the Superintendent and all other officers, employees or officials of the District that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (an "Authorized Document") is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute any such Authorized Document electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means.

Section 24. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the

same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.

Section 25. Supplemental Public Securities Act.

(a) ***Application of Act.*** Pursuant to Section 11-57-204, C.R.S., the District hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the issuance of the Note.

(b) ***Limitation of Actions.*** In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization of the Note more than thirty days after the date of adoption of this Resolution.

(c) ***Recourse Against Officers and Agents.*** Pursuant to Section 11-57-209, C.R.S., if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Note. 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 Note and as a part of the consideration of their sale or purchase, any person purchasing or selling the Note specifically waives any such recourse

(d) ***Pledged Revenue Lien.*** The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the Note shall be governed by Section 11-57-208, C.R.S., of the Supplemental Public Securities Act and this Resolution. The Pledged Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Pledged Revenue shall be on a parity with future Parity Obligations, if any, and shall have priority over any and all other obligations and liabilities of the District. 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.

(e) ***Recital.*** Pursuant to Section 11-57-210, C.R.S. the Note shall contain a recital that they are issued 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 the Note after its delivery for value.

Section 26. Resolution is Contract With Owner of Note and Irrepealable. After the Note has been issued, this Resolution shall be and remain a contract between the District and the Owner of the Note and shall be and remain irrepealable until all amounts due with respect to the Note shall be fully paid, satisfied and discharged and all other obligations of the District with respect to the Note shall have been satisfied in the manner provided herein.

Section 27. Headings, Table of Contents and Cover Page. The headings to the various sections and subsections to this Resolution, and the cover page and table of contents that appear at

front of this Resolution, have been inserted solely for the convenience of the reader, are not a part of this Resolution and shall not be used in any manner to interpret this Resolution.

Section 28. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 29. Repeal of Inconsistent Resolutions, Bylaws, Rules and Orders. All resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Resolution, are hereby repealed to the extent of such inconsistency or conflict.

Section 30. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Resolution or the Enabling Laws) by the Board or by the officers and employees of the District directed toward the issuance of the Note for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 31. Effective Date. This Resolution shall be in full force and effect immediately upon adoption by the Board.

ADOPTED AND APPROVED this 19th day of November, 2026.

[DISTRICT SEAL]

By _____
President, Board of Directors

Attest:

By _____
Secretary, Board of Directors

APPENDIX A

FORM OF THE NOTE

UNITED STATES OF AMERICA
STATE OF COLORADO

No. R-__ $_____

FALLBROOK VILLAS METROPOLITAN DISTRICT
IN THE CITY OF THORNTON AND ADAMS COUNTY, COLORADO
LIMITED TAX (CONVERTIBLE TO UNLIMITED TAX)
GENERAL OBLIGATION REFUNDING NOTE
SERIES 2026

Interest Rate	**Maturity Date**	**Dated Date**
_____ %	December 1, 2036	

REGISTERED OWNER: BOK Financial Public Finance, Inc.

PRINCIPAL SUM: **_____ DOLLARS**

Fallbrook Villas Metropolitan District, in the City of Thornton and Adams County, Colorado (the "District"), a duly organized and validly existing special district, political subdivision and body corporate of the State of Colorado (the "State"), for value received, hereby promises to pay to the order of the registered owner named above, or registered assigns, on or before the Maturity Date specified above, the principal amount specified above. In like manner the District promises to pay interest on the unpaid principal amount (computed on the basis of a 360 day year of twelve 30 day months) from the interest payment date next preceding the date of registration and authentication of this Note, except that interest paid on the first interest payment date shall be computed from the Dated Date set forth above, at the Interest Rate per annum specified above, payable semiannually on June 1st and December 1st each year, commencing on June 1, 2027, until the outstanding principal amount is paid. *Capitalized terms used but not defined in this Note shall have the meaning assigned to them in the Resolution of the District authorizing the issuance of this Note* (the "Note Resolution").

Following a Determination of Taxability, if any, this Note shall bear per annum interest at the Taxable Rate of ____% for such period in which the Determination of Taxability applies, as provided in the Note Resolution.

Principal of the Note is payable in lawful money of the United States of America to the Owner upon optional or mandatory prior redemption and on the Maturity Date, provided that, following the final payment of the principal of the Note on the Maturity Date, the Lender shall return the paid Note to the Treasurer of the District, as Paying Agent (the "Paying Agent") or, in the alternative, indicate in writing that the Note has been destroyed. The interest on and principal of the Note are payable to the Owner by ACH transfer, wire transfer or other electronical means

mutually agreed to between the Owner of the Note and the Paying Agent. THE NOTE RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE DISTRICT. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE NOTE RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

The principal amount of this Note shall be subject to mandatory principal redemption on each Principal Redemption Date set forth below the respective principal amounts for such Principal Redemption Dates.

Principal Redemption Date (December 1)	**Principal Amount to be Redeemed**	**Remaining Principal Balance**
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036*		

* Maturity Date: not a redemption date.

This Note also is subject to redemption in whole but not in part, on any Business Day prior to December 1, 2031, at the option of the District, at a redemption price equal to the unpaid principal amount of the Note plus accrued interest to the redemption date and a Yield Maintenance Fee calculated as described below. On December 1, 2031, and on any Business Day thereafter, the Note is subject to redemption in whole but not in part, at the option of the District, at a redemption price equal to the unpaid principal amount of the Loan plus accrued interest to the redemption date (without a Yield Maintenance Fee). The optional redemption set forth in this paragraph is conditioned upon notice by the District to the Owner not less than ten days prior to the date on which such redemption is to occur.

The Yield Maintenance Fee for the Note is calculated as the sum of the present value (discounted at the Remaining Term Swap Rate defined below) of (a) the remaining scheduled interest payments to be paid on the Unscheduled Principal Reduction through the end of the Current Fixed Period, less (b) the interest payments which would be collected on a new loan of the same amount as the Unscheduled Principal Reduction through the end of the Current Fixed Period at the New Fixed Rate.

"Current Fixed Period" means the period of time during which the District and the Lender have agreed to calculate the interest due on this Note at a fixed rate as of the date of any Unscheduled Principal Reduction.

"Current Fixed Rate" means the fixed rate of interest upon which the Loan's interest payments are calculated as of the Business Day preceding any Unscheduled Principal Reduction.

"Fixing Date" means the Dated Date.

"New Fixed Rate" means the rate equal to the sum of (i) the Remaining Term Swap Rate, plus (ii) the Original Spread.

"Original Spread" means the resulting difference when (i) Original Term Swap Rate is subtracted from (i) the Current Fixed Rate.

"Original Term Swap Rate" means the USD SOFR par swap rate (or interpolated rate), as determined by the Lender in its sole and absolute discretion, as of the Fixing Date with a term matching the original term of the Current Fixed Period.

"Remaining Term Swap Rate" means the USD SOFR par swap rate (or interpolated rate), as determined by the Lender in its sole and absolute discretion, for the term matching the time remaining to the end of the Current Fixed Period on the Business Day preceding the Unscheduled Principal Reduction.

The District has designated this Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code.

This Note is issued by the District for the purpose of refinancing outstanding Debt obligations. This Note constitutes a limited tax general obligation of the District prior to the Conversion Date and an unlimited tax general obligation after the Conversion Date, if any, payable solely from and to the extent of the Pledged Revenue, as defined in the Note Resolution, and the Pledged Revenue is pledged to the payment of this Note. It is acknowledged that, in accordance with the Service Plan, the District shall not be permitted to impose the Limited Mill Levy for payment of this Notes after December 2057 (for collection in calendar year 2058). This Note constitutes an irrevocable first lien upon the Pledged Revenue, but not necessarily an exclusive such lien. This Note has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including, in particular, Article 56 of Title 11, as amended, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended (collectively, the "Enabling Laws"), and pursuant to the Note Resolution adopted by the Board of Directors of the District. THE NOTE RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE DISTRICT. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE NOTE RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

It is hereby certified that all conditions, acts and things required by the Constitution and laws of the State, including the Enabling Laws, and the resolutions of the District, to exist, to happen and to be performed, precedent to and in the issuance of this Note, exist, have happened and have been performed, and that this Note does not exceed any limitations prescribed by the Constitution or laws of the State, including the Enabling Laws, or the resolutions of the District.

By acceptance of this instrument, the Owner of this Note agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Note contained herein, in the Note Resolution of the District authorizing the issuance of this Note and in the Service Plan for creation of the District.

This Note may only be transferred or exchanged at the principal office of the Paying Agent and only as provided in the Note Resolution. The transferring Owner shall pay any reasonable costs of the District incurred in connection with the transfer of this Note. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the authorizing Note Resolution until the certificate of authentication hereon shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Directors of the District has caused this Note to be executed with the signature of its President and attested by the signature of its Secretary, and has caused the seal of the District to be impressed or imprinted hereon, all as of the date set forth below.

[DISTRICT SEAL]

FALLBROOK VILLAS METROPOLITAN DISTRICT

By _____
President, Board of Directors

Attest:

By _____
Secretary, Board of Directors

CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution.

Dated: _____

Treasurer, Fallbrook Villas Metropolitan District, as Paying Agent and Registrar

By _____
Authorized Signatory