

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The District has designated the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

\$5,175,000

RIVERDALE RANCH METROPOLITAN DISTRICT

In the City of Thornton, Adams County, Colorado

**Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds
Series 2025**

Dated: Date of Delivery

Due: December 1, as shown below

Riverdale Ranch Metropolitan District, in the City of Thornton, Adams County, Colorado (the “District”) is issuing its Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025 (the “Bonds”), pursuant to an Indenture of Trust to be dated as of the date of issuance of the Bonds (the “Indenture”) between the District and UMB Bank, n.a., Denver, Colorado, as trustee (the “Trustee”). The Trustee will also act as Registrar and Paying Agent for the Bonds. DTC will act as securities depository for the Bonds. The Bonds will be issued in book-entry-only form, and purchasers of the Bonds will not receive certificates evidencing their ownership interests in the Bonds. Capitalized terms used on the cover page of this Official Statement are defined in the Introduction herein or in “APPENDIX B—SELECTED DEFINITIONS.”

The Bonds are limited tax (convertible to unlimited tax) general obligations of the District secured by and payable from the “Pledged Revenue,” consisting of the following: (a) all Property Tax Revenues (generally defined as all moneys derived from imposition by the District of the Required Mill Levy); (b) all Specific Ownership Tax Revenues; and (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund. The Bonds will also be secured by the Reserve Fund which will be fully funded upon issuance of the Bonds through a Reserve Policy issued in the amount of the Reserve Requirement. **Notwithstanding any other provision in the Indenture, in the event that any amount of principal of or interest on the Bonds remains unpaid after the application of all Pledged Revenue available therefor on December 1, 2058, the Bonds and the lien of the Indenture securing payment thereof are to be deemed fully satisfied on the Discharge Date of December 2, 2058.**

The Bonds are being issued in denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof, as fully registered bonds. Interest on the Bonds is payable semiannually on June 1 and December 1 each year, commencing June 1, 2025, at the rates set forth below.

Maturity Schedule

Maturity (December 1)	Principal Amount	Interest Rate	Yield	CUSIP^{®1}	Maturity (December 1)	Principal Amount	Interest Rate	Yield	CUSIP^{®1}
2025	\$120,000	5.000%	3.400%	768701 AC8	2031	\$ 85,000	5.000%	3.840%	768701 AJ3
2026	60,000	5.000	3.510	768701 AD6	2032	100,000	5.000	3.900	768701 AK0
2027	60,000	5.000	3.570	768701 AE4	2033	105,000	5.000	3.920 ²	768701 AL8
2028	70,000	5.000	3.680	768701 AF1	2034	115,000	5.000	4.040 ³	768701 AM6
2029	75,000	5.000	3.730	768701 AG9	2035	120,000	5.000	4.090 ³	768701 AN4
2030	85,000	5.000	3.810	768701 AH7					
\$750,000 4.000% Term Bond due December 1, 2040 Price					96.932% CUSIP[®] 768701 AP9¹				
\$975,000 5.250% Term Bond due December 1, 2045 Price					103.601%³ CUSIP[®] 768701 AQ7¹				
\$2,455,000 4.750% Term Bond due December 1, 2054 Price					97.659% CUSIP[®] 768701 AR5¹				

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by ASSURED GUARANTY INC.



The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity at the prices and upon the terms set forth in the Indenture as described in this Official Statement.

Proceeds from the sale of the Bonds will be used for the purposes of: (a) providing funds to refund the Refunded Bonds; (b) paying or reimbursing costs of Public Improvements; (c) funding the Reserve Fund in the amount of the Reserve Requirement (including paying the premium for the Reserve Policy to the Reserve Fund Guaranty Provider); (d) paying the premium for the Bond Insurance Policy to the Bond Insurer; and (e) paying other costs incurred in connection with the issuance of the Bonds. See “USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS—Application of Bond Proceeds.”

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision and should give particular attention to the section entitled “INVESTMENT CONSIDERATIONS.”

The Bonds are offered when, as, and if issued by the District and accepted by the Underwriter, subject to the approval of legality of the Bonds by Kutak Rock LLP, Denver, Colorado, as Bond Counsel, and the satisfaction of certain other conditions. Certain matters will be passed upon by White Bear Ankele Tanaka & Waldron Professional Corporation, Centennial, Colorado, as General Counsel to the District, and by Thompson Coburn LLP, St. Louis, Missouri, as counsel to the Underwriter. Kutak Rock LLP is also serving as Disclosure Counsel to the District and, in such capacity, has assisted in the preparation of this Official Statement. The Bonds are expected to be available for delivery through the facilities of DTC on or about March 27, 2025.

PIPER | SANDLER

This Official Statement is dated March 18, 2025.

[®] Copyright 2025 CUSIP Global Services, CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by FactSet Research Systems Inc.

¹ Neither the District, the Trustee, nor the Underwriter takes responsibility for the accuracy of CUSIP numbers, which are included solely for the convenience of owners of the Bonds.

² Priced to yield to the optional redemption date of March 1, 2031 at a redemption price of 102% of par.

³ Priced to yield to the optional redemption date of March 1, 2033 at a redemption price of par.

**RIVERDALE RANCH METROPOLITAN DISTRICT
IN THE CITY OF THORNTON
ADAMS COUNTY, COLORADO**

Board of Directors

Kacey M. Funari, President
Steven A. Erickson, Secretary
Michael J. Gay, Treasurer
Vacant
Vacant

District Accountant

Simmons & Wheeler, P.C.
Englewood, Colorado

General Counsel to the District

White Bear Ankele Tanaka & Waldron
Professional Corporation
Centennial, Colorado

Bond and Disclosure Counsel

Kutak Rock, LLP
Denver, Colorado

Counsel to Underwriter

Thompson Coburn, LLP
St. Louis, Missouri

Underwriter

Piper Sandler & Co.
Denver, Colorado

Trustee

UMB Bank, n.a.
Denver, Colorado

No dealer, salesman or other person has been authorized to give any information or to make any representation, other than the information contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the District or the Underwriter. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The Underwriter has provided the following sentence for inclusion within this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Investors must be willing and able to conduct an independent investigation of the risks attendant to ownership of the Bonds. Neither the contents of this Official Statement nor any prior or subsequent communications from the District or any of its officers, directors, employees or agents constitute legal, tax, accounting or regulatory advice. Before purchasing, prospective investors should consult with their own legal counsel and business and tax advisors to determine the consequences of an investment in the Bonds and should make an independent evaluation of the investment.

TABLE OF CONTENTS

INTRODUCTION	1	Organization and Description	40
The District	1	District Powers	40
Development Within the District	2	Service Plan Authorizations and Limitations	41
Purpose	2	Governing Board	42
Authority for Issuance	3	Administration	43
Security and Sources of Payment for the Bonds	3	Material Agreements of the District	44
Additional Bonds; Refunded Bonds	5	Development Within the District	45
Interest Rates; Payment Provisions	5	Other Services Available Within the District	45
Bond Insurance	5	DISTRICT FINANCIAL INFORMATION	46
Prior Redemption	5	Ad Valorem Property Taxes	46
Book-Entry-Only Registration	5	Ad Valorem Property Tax Data	51
Exchange and Transfer	6	Fees	54
Tax Status	6	Specific Ownership Taxes	54
Professionals Involved in the Offering	7	Operations Mill Levy; Funding of Operations and Maintenance	54
Continuing Disclosure Undertaking	7	District's Funds, Accounting Policies and Financial Statements	55
Financial Statements	7	Budget and Appropriation Procedure	58
Offering and Delivery Information	7	Management Discussion of Material Trends	60
Debt Ratios	7	Deposit and Investment of District Funds	60
Additional Information	8	Risk Management	61
INVESTMENT CONSIDERATIONS	8	Constitutional Amendment Limiting Taxes and Spending	61
General	8	DEBT STRUCTURE	62
Limited Tax Obligations; No Guarantee of Conversion to Unlimited Obligations; No Mortgage	8	Debt Restrictions	62
No Acceleration	10	General Obligation Debt	62
Discharge of Bonds in 2058	10	Revenue and Other Financial Obligations	64
Additional Bonds	10	LEGAL MATTERS	64
Risk Related to Bond Insurance for Bonds	10	Sovereign Immunity	64
Enforceability of Bondholders' Remedies Upon Default	11	Legal Representation	65
Risk of Reductions in Assessed Value; Assessed Valuation Procedures and Factors; Market Value of Land	11	Pending and Threatened Litigation	65
Foreclosures	12	Future Changes in Laws	66
Enforcement of Tax Collection by County	13	Limitations on Remedies Available to Bondholders	66
Taxpayers	13	Indenture To Constitute Contract	66
Legal Constraints on District Operations	13	TAX MATTERS	67
Risk of Internal Revenue Service Audit	13	MISCELLANEOUS	69
Changes in Federal and State Tax Law	14	Rating	69
Potential Environmental Matters	14	Registration of Bonds	69
Potential Negative Consequences of Public Health Emergencies	15	Continuing Disclosure Obligations	70
Cybersecurity	15	Interest of Certain Persons Named in This Official Statement	70
THE BONDS	16	Independent Auditors	70
Description	16	Underwriting	71
Sources of Payment	16	Additional Information	71
Authorized Denominations of the Bonds	16	Official Statement Certification	72
Payment of Principal and Interest	16	APPENDIX A AUDITED BASIC FINANCIAL STATEMENTS OF THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2023	
Discharge of Bonds in 2058	17	APPENDIX B SELECTED DEFINITIONS	
Redemption	17	APPENDIX C ECONOMIC AND DEMOGRAPHIC INFORMATION	
Security for the Bonds	19	APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT	
Certain Indenture Provisions	21	APPENDIX E FORM OF BOND COUNSEL OPINION	
BOND INSURANCE	35	APPENDIX F BOOK-ENTRY-ONLY SYSTEM	
Bond Insurance Policy	35	APPENDIX G SPECIMEN MUNICIPAL BOND INSURANCE POLICY	
Assured Guaranty Inc.	35		
USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS	37		
Application of Bond Proceeds	37		
Debt Service Requirements	39		
THE DISTRICT	40		

Neither the Securities and Exchange Commission nor any securities regulatory authority of any state has approved or disapproved the Bonds or this Official Statement. Any representation to the contrary is unlawful.

Assured Guaranty Inc. ("AG") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AG has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AG supplied by AG and presented under the heading "BOND INSURANCE" and "APPENDIX G—SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

INDEX OF TABLES

TABLE	Page
NOTE: Tables marked with an (*) indicate information to be updated pursuant to the Continuing Disclosure Agreement. See APPENDIX D attached hereto.	
I	Debt Service Requirements..... 39
II	* History of the District’s Assessed Valuation and Mill Levies 51
III	* History of the District’s Property Tax Collections 52
IV	* 2024 Assessed and ”Actual” Valuation of Classes of Property in the District..... 52
V	* 2024 Largest Taxpayers Within the District..... 53
VI	* Total 2024 Mill Levies Within the District 54
VII	* District General Fund Revenues, Expenditures and Changes in Fund Balance..... 56
VIII	* District Debt Service Fund Revenues, Expenditures and Changes in Fund Balance..... 57
IX	* District General Fund Budget Summary and Comparison..... 59
X	* District Debt Service Fund Budget Summary and Comparison 60
XI	Estimated Overlapping General Obligation Debt of the District..... 64

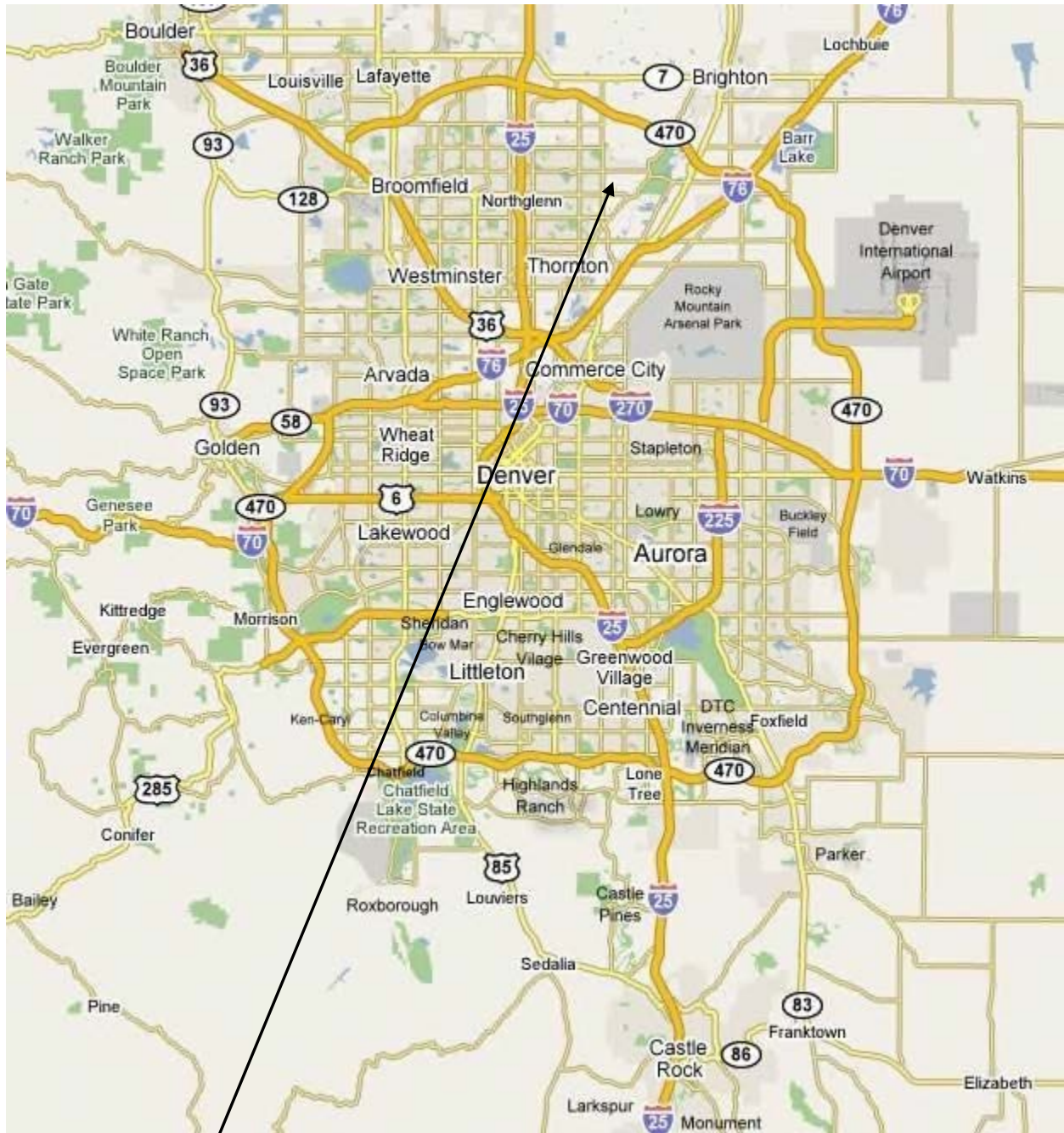
DISTRICT AERIAL PHOTO



DEVELOPMENT SITE PLAN



REGIONAL VICINITY MAP



District Vicinity

[THIS PAGE INTENTIONALLY LEFT BLANK]

INTRODUCTION

This Official Statement is furnished by Riverdale Ranch Metropolitan District (the “District”), in the City of Thornton (the “City”), in Adams County (the “County”), Colorado (the “State”) to provide certain information concerning the offering of its \$5,175,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025 (the “Bonds”). The offering of the Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Bonds. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information set forth in this Official Statement has been obtained from the District and from other sources believed to be reliable but is not guaranteed as to accuracy or completeness. This Official Statement, including the appendices hereto, contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized. See “INVESTMENT CONSIDERATIONS.”

Any capitalized terms used and not otherwise defined herein have the respective meanings set forth in “APPENDIX B—SELECTED DEFINITIONS” hereto, unless the context clearly indicates a contrary meaning.

The following introductory material is only a brief description of, and is qualified by, the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein.

The District..... Riverdale Ranch Metropolitan District was created pursuant to a service plan dated January 25, 2018, which was approved by the City Council of the City (“City Council”) pursuant to Resolution C.D. No. 2018-036, passed and adopted on February 27, 2018 (the “Service Plan”). The District was formed to serve the Riverdale Ranch master planned community located generally in the eastern central portion of the City. Property within the District was developed as an entirely residential community and includes 167 residential units (“Riverdale Ranch”). The District’s current acreage is approximately 31.19 acres. See “THE DISTRICT.” See also the preceding “DISTRICT AERIAL PHOTO,” “DEVELOPMENT SITE PLAN” and “REGIONAL MAP.”

The creation of the District was approved by the eligible electors of such District voting at the election held May 8, 2018 (the “2018 Election”). Following the 2018 Election and approval of the Service Plan, the District was formally organized pursuant to an Order and Decree Organizing the Riverdale Ranch Metropolitan District, Issuance of Certificates of Election for Directors, and Release of Bond entered by the District Court, Adams County, Colorado on May 21, 2018 and recorded with the County Clerk and Recorder on June 11, 2018 at Reception No. 2018000047062 (the “Order”).

The District operates in accordance with the authority of Title 32, Article 1, Colorado Revised Statutes, as amended (“C.R.S”) (the “Special District Act”), subject to the limitations of the Service Plan. The District was created for the purpose of financing and constructing water, sanitation/storm sewer, street, safety protection, parks and recreation,

transportation, limited television relay and translation facilities, mosquito control and limited fire protection services within and without the boundaries of the District (collectively, the “Public Improvements”), subject to the limitations of the Service Plan. See “THE DISTRICT—Organization and Description” and “—Service Plan Authorizations and Limitations.”

The District has a current estimated population of 480, based upon 167 occupied homes within the District and an assumed population of 2.87 persons per household (based on household estimates for the City prepared by the State Demography Office). See “THE DISTRICT—Development Within the District.”

According to the County Assessor, the 2024 final certified assessed valuation for the District is \$5,406,170. See “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes” and “—Ad Valorem Property Tax Data.”

Development Within the District.....

The property within the District was developed by Boulder Creek Riverdale Ranch LLC, a Colorado limited liability company (“Boulder Creek”), as an entirely residential community on approximately 31.19 acres. The District consists of a total of 167 residential units, comprised of 71 single-family detached homes and 96 single-family attached homes (formatted as 48 paired homes). Full build-out of all 167 residences in the District was completed in 2022.

The Public Improvements necessary to serve and support the District were completed in 2020 and have been dedicated to the City for ongoing ownership, operation and maintenance. The District does not own, operate or maintain any improvements.

For additional information about the residential community developed within the District, see “THE DISTRICT—Development Within the District.” See also the preceding “DISTRICT AERIAL PHOTO,” “DEVELOPMENT SITE PLAN” and “REGIONAL MAP.”

Purpose.....

Proceeds from the sale of the Bonds will be used for the purposes of: (a) providing funds to refund the Refunded Bonds; (b) paying or reimbursing costs of Public Improvements; (c) funding the Reserve Fund in the amount of the Reserve Requirement (including paying the premium for the Reserve Policy to the Reserve Fund Guaranty Provider); (d) paying the premium for the Bond Insurance Policy to the Bond Insurer; and (e) paying other costs incurred in connection with the issuance of the Bonds. See “USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS—Application of Bond Proceeds.”

Authority for Issuance The Bonds are issued in full conformity with the constitution and laws of the State, including Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”) and Parts 11 and 13 of the Special District Act (Title 32, Article 1, C.R.S.); pursuant to an authorizing resolution adopted by the District’s Board of Directors (the “Board”) prior to the issuance of the Bonds (the “Bond Resolution”); pursuant to the Indenture of Trust to be dated as of the date of issuance of the Bonds (the “Indenture”) between the District and UMB Bank, n.a., Denver, Colorado, as trustee (the “Trustee”); and pursuant to the 2018 Election.

At the 2018 Election, the District’s eligible electors voting at such election approved District indebtedness totaling \$100,500,000, comprised of \$57,500,000 for various categories of Public Improvements; \$10,500,000 for operations and maintenance debt; \$10,500,000 for refunding debt; \$10,500,000 for intergovernmental agreements constituting debt; \$10,500,000 for private agreements constituting debt; and \$1,000,000 for In-District special assessment indebtedness. The District previously allocated voted debt authorization from various categories of Public Improvements to the indebtedness of the Refunding Bonds, leaving \$52,937,000 remaining in voter-authorized debt for Public Improvements. See “DEBT STRUCTURE—General Obligation Debt.”

The Service Plan also imposes a limitation on the District’s ability to issue indebtedness. See “THE DISTRICT—Service Plan Authorizations and Limitations.” See also “DEBT STRUCTURE—General Obligation Debt—*Service Plan Debt Limits*.”

**Security and Sources of
Payment for the Bonds**

Pledged Revenue. The Bonds are limited tax (convertible to unlimited tax) general obligations of the District secured by and payable from the “Pledged Revenue,” consisting of the following: (a) all Property Tax Revenues (generally defined as all moneys derived from imposition by the District of the Required Mill Levy); (b) all Specific Ownership Tax Revenues; and (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

Reserve Fund. The Bonds will also be secured by the Reserve Fund which will be fully funded upon issuance of the Bonds through a Reserve Policy issued in the amount of the Reserve Requirement, being \$344,600.

Required Mill Levy. Pursuant to the Indenture, the District has covenanted to levy on all of the taxable property of the District the “Required Mill Levy,” generally meaning:

Prior to the Conversion Date, 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 sufficient to fund the Bond Fund for the relevant Bond Year and pay the Bonds as they come due (and to pay Bond Insurer Reimbursement Amounts, if applicable), and to replenish, if necessary, the Reserve Fund to the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), but not in excess of 50.000 mills. Such maximum mill levy is subject to adjustment as permitted in the Service Plan for

changes in law as described in “THE BONDS—Security for the Bonds—Property Tax Revenues—Definition of Required Mill Levy” and “—Determination of Adjusted Mill Levy.”

On and after the Conversion Date, an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal of and interest on the Bonds as the same become due (and to pay Bond Insurer Reimbursement Amounts, if applicable) and to maintain the Reserve Fund in the amount of the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), without limitation of rate and in amounts sufficient to make such payments when due. On and after the Conversion Date, the definition of “Required Mill Levy” is to be determined exclusively by this paragraph regardless of any subsequent increase in the Debt to Assessed Ratio.

Conversion Date. The “Conversion Date” means the first date on which the Debt to Assessed Ratio is 50% or less and no amounts of principal or interest on the Bonds are due but unpaid. On the Conversion Date, if it occurs, the Bonds are to convert from limited tax obligations to unlimited tax obligations of the District. See “APPENDIX B—SELECTED DEFINITIONS” for the definition of Debt to Assessed Ratio.

Specific Ownership Taxes. The portion of the Specific Ownership Tax which is collected as a result of imposition of the Required Mill Levy is also pledged to the Bonds. See “THE BONDS—Security for the Bonds—Specific Ownership Tax Revenue” for a description of Specific Ownership Taxes and the portion thereof pledged to the Bonds.

For more information regarding the sources of payment and security for the Bonds, see “THE BONDS—Security for the Bonds” and “DISTRICT FINANCIAL INFORMATION.”

Discharge of Bonds. Notwithstanding any other provision of the Indenture, after application on December 1, 2058 of all available Pledged Revenue (together with all amounts and earnings thereon in the funds and accounts held thereunder) to the payment of the Bonds (and any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs due to the Bond Insurer), the Bonds and the lien of the Indenture securing payment thereof will be deemed fully satisfied on the Discharge Date of December 2, 2058, and on such date the Bonds are to be discharged and the Indenture is to terminate. See “INVESTMENT CONSIDERATIONS—Discharge of Bonds in 2058.”

THE BONDS ARE SOLELY THE OBLIGATIONS OF THE DISTRICT. UNDER NO CIRCUMSTANCES SHALL ANY OF THE BONDS BE CONSIDERED OR HELD TO BE AN INDEBTEDNESS, OBLIGATION OR LIABILITY OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE DISTRICT.

Additional Bonds;

Refunded Bonds

Additional Bonds. The Indenture imposes limitations on the issuance of Additional Bonds, as such term is defined in the Indenture. See “THE BONDS—Certain Indenture Provisions—*Additional Bonds*.”

Refunded Bonds. For the purpose of financing costs of public improvements, the District previously issued its: (i) General Obligation (Limited Tax Convertible To Unlimited Tax) Bonds, Series 2019A, originally issued in the aggregate principal amount of \$3,935,000 and presently outstanding in the aggregate principal amount of \$3,850,000 (the “2019A Prior Bonds”); and (ii) Subordinate Limited Tax General Obligation Bonds, Series 2019B, originally issued and presently outstanding in the aggregate principal amount of \$628,000 (the “2019B Prior Bonds” and, together with the 2019A Prior Bonds, the “Refunded Bonds”). Bond proceeds will be applied to refund all of the Refunded Bonds, as more particularly described herein. See “USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS.”

Interest Rates; Payment

Provisions.....

The Bonds will bear interest at the rates per annum set forth on the front cover hereof (computed on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds is payable semiannually on June 1 and December 1 each year, commencing June 1, 2025.

Payments for the principal of and interest on the Bonds will be made as described in “APPENDIX F—BOOK-ENTRY-ONLY SYSTEM.”

Bond Insurance

Assured Guaranty Inc. (“AG” or the “Bond Insurer”) has committed to issue, effective as of the date of issuance of the Bonds, a policy of insurance (the “Bond Insurance Policy” or “Policy”) guaranteeing the payment, when due, of the principal of and interest on the Bonds. The insurance extends over the life of the issue and cannot be canceled by the Bond Insurer as further provided in the Policy. Payment under the Policy is subject to the conditions described in “BOND INSURANCE.” A specimen of the Bond Insurance Policy is attached as APPENDIX G to this Official Statement. See “BOND INSURANCE.”

The Bond Insurer is also expected to issue the Reserve Policy with respect to the Reserve Fund.

Prior Redemption.....

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described in “THE BONDS—Redemption.”

Book-Entry-Only

Registration

The Bonds will be issued in fully registered form and will be registered initially in the name of “Cede & Co.” as nominee for The Depository Trust Company, New York, New York (“DTC”), a securities depository. Beneficial ownership interests in the Bonds may be acquired through brokers and dealers who are, or who act through, participants in the DTC System (the “Participants”) in principal denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof. Persons for whom

Participants acquire interests in the Bonds (the “Beneficial Owners”) will not receive certificates evidencing their interests in the Bonds so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal and interest on the Bonds, as well as notices and other communications made by or on behalf of the District pursuant to the Indenture, will be made to DTC or its nominee only. Disbursement of such payments, notices, and other communications by DTC to Participants, and by Participants to the Beneficial Owners, is the responsibility of DTC and the Participants pursuant to rules and procedures established by such entities. See “APPENDIX F—BOOK-ENTRY-ONLY SYSTEM” for a discussion of the operating procedures of the DTC system with respect to payments, registration, transfers, notices, and other matters.

Except as otherwise provided herein, the term “Owner” refers to the registered owner of any Bond, as shown by the registration books maintained by the Trustee, including the depository for the Bonds, if any, or its nominee. As used herein, “Consent Party” means (a) the Owner of a Bond or, if such Bond is held in the name of Cede & Co., the Participant (as determined by a list provided by DTC) with respect to such Bond, or if so designated in writing by a Participant, the Beneficial Owner of such Bond and (b) except during a Bond Insurer Default, the Bond Insurer, to the extent its consent is otherwise required for any matter or amendment in accordance with the terms of the Indenture.

Exchange and Transfer..... While the Bonds remain in book-entry-only form, transfer of ownership by Beneficial Owners may be made as described under the caption “APPENDIX F—BOOK-ENTRY-ONLY SYSTEM.”

Tax Status..... In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The District has designated the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS.”

**Professionals Involved in the
Offering.....**

Kutak Rock LLP, Denver, Colorado, Bond Counsel, has acted as Bond Counsel. Kutak Rock LLP is also serving as Disclosure Counsel to the District and, in such capacity, has assisted in the preparation of this Official Statement. Thompson Coburn LLP, St. Louis, Missouri, has acted as Counsel to the Underwriter. White Bear Ankele Tanaka & Waldron Professional Corporation, Centennial, Colorado, represents the District as its General Counsel. Simmons & Wheeler, P.C., Englewood, Colorado, serves as the District's accountant. UMB Bank, n.a., Denver, Colorado, will act as the trustee, paying agent, and registrar for the Bonds. The District's auditor is Flynn CPA, LLC, Castle Pines, Colorado. Piper Sandler & Co., Denver, Colorado, will act as the underwriter for the Bonds (the "Underwriter"). See "MISCELLANEOUS—Underwriting."

**Continuing Disclosure
Undertaking.....**

Pursuant to the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) ("Rule 15c2-12"), the District has covenanted, for the benefit of the holders of the Bonds, to provide certain financial information and other operating data and notices of material events after the Bonds are issued. The form of the District's Continuing Disclosure Undertaking is attached as APPENDIX D to this Official Statement.

Financial Statements.....

In accordance with Title 29, Article 1, Part 6, C.R.S., an annual audit is required to be made of the District's financial statements at the end of the fiscal year unless an exemption from audit has been granted by the State Auditor's Office. Appended hereto as APPENDIX A are the audited basic financial statements of the District as of and for the fiscal year ended December 31, 2023, being the most recent audited financial statements available for the District.

Pursuant to the Indenture, the District has covenanted to cause an annual audit to be performed each year notwithstanding any State law audit exemptions that may exist.

**Offering and Delivery
Information.....**

The Bonds are offered when, as, and if issued by the District and accepted by Underwriter, subject to prior sale and the approving legal opinion of Bond Counsel, the form of which is set forth in APPENDIX E. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about March 27, 2025, against payment therefor.

Debt Ratios

Due to the level of development activity in the District to date and the current assessed valuation of the taxable property of the District, no debt ratio information is provided herein. See "DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Tax Data."

Additional Information..... ALL OF THE SUMMARIES OF THE STATUTES, INDENTURE, RESOLUTIONS, OPINIONS, CONTRACTS, AND OTHER AGREEMENTS DESCRIBED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO THE ACTUAL PROVISIONS OF SUCH DOCUMENTS. The summaries of any such documents contained herein do not purport to be complete statements thereof, and reference is made to such documents, copies of which are either publicly available or available upon request and the payment of a reasonable copying, mailing, and handling charge from: Riverdale Ranch Metropolitan District, c/o White Bear Ankele Tanaka & Waldron Professional Corporation, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122, Telephone: (303) 858-1800; or Piper Sandler & Co., 1144 15th Street, Suite 2050, Denver, Colorado 80202, Telephone: (303) 820-5865.

INVESTMENT CONSIDERATIONS

PROSPECTIVE INVESTORS IN THE BONDS SHOULD READ THIS ENTIRE OFFICIAL STATEMENT AND SHOULD GIVE PARTICULAR CONSIDERATION TO THE FOLLOWING INVESTMENT CONSIDERATIONS IN CONNECTION WITH THE PURCHASE OF THE BONDS.

Each prospective investor is urged to consult with its own legal, tax, and financial advisors to determine whether an investment in the Bonds is appropriate in light of its individual legal, tax and financial situation.

General

The purchase of the Bonds involves certain investment considerations, which are discussed throughout this Official Statement, and each prospective investor should make an independent evaluation of all information presented in this Official Statement in order to make an informed investment decision. The Bonds should only be purchased by investors who can bear the continuing risk of an investment in the Bonds. Particular attention should be given to the investment considerations described below, which, among others, could affect the payment of debt service on the Bonds when due. Without taking into consideration information set forth in the section entitled “BOND INSURANCE,” which provides additional security in connection with the timely payment of the principal of and interest on the Bonds, particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds.

Limited Tax Obligations; No Guarantee of Conversion to Unlimited Obligations; No Mortgage

Dependence on Ad Valorem Property Taxes. The primary source of District revenue pledged for debt service on the Bonds is expected to be revenue generated from ad valorem taxes assessed against all taxable property of the District. The District’s ability to retire the indebtedness created by the issuance of the Bonds is dependent upon the District’s ability to maintain a tax base from which it can collect sufficient property tax revenue from the imposition of the Required Mill Levy. See “—Risk of Reductions in Assessed Value; Assessed Valuation Procedures and Factors; Market Value of Land” below.

Limited Tax Obligations; No Payment Default. Under the Indenture the District is to impose ad valorem property taxes in an annual amount equal to the Required Mill Levy. Prior to the Unlimited Tax Receipt Date (defined below), which occurs following the Conversion Date, if any, *which is not guaranteed to occur*, in no event may holders of the Bonds require the District to raise the mill levy above the maximum

mill levy of 50.000 (subject to adjustment as permitted by the Service Plan for changes in law). See “THE BONDS—Security for the Bonds—*Property Tax Revenues*.” Prior to the Unlimited Tax Receipt Date, which is not guaranteed to occur, **the District’s failure to pay the principal and interest on the Bonds when due does not, of itself, constitute an Event of Default under the Indenture.**

Conversion to Unlimited Tax Obligations Not Guaranteed. The Indenture provides that, on and after the Conversion Date (if it occurs), the Bonds are to convert to unlimited tax obligations and the Required Mill Levy is to be an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal of and interest on the Bonds as the same become due and payable, and, if necessary, to replenish the Reserve Fund to the amount of the Required Reserve, without limitation of rate and in amounts sufficient to make such payments when due and replenishments as required.

The Conversion Date occurs, if at all, on the first date on which the Debt to Assessed Ratio is 50% or less and no amounts of principal or interest on the Bonds are due but unpaid. The Indenture generally defines the “Debt to Assessed Ratio” as the ratio derived by dividing the then-outstanding principal amount of all general obligation debt of the District by the most recent assessed valuation of the taxable property of the District, as such assessed valuation is certified from time to time by the appropriate county assessor. The Indenture defines the “Unlimited Tax Receipt Date” as the first principal or interest payment date occurring after the first mill levy certification by the District occurring after the Conversion Date. See “APPENDIX B—SELECTED DEFINITIONS.”

There is no assurance that the assessed valuation of the District will increase to the point that the conditions for conversion will be met and, in that case, the Bonds will remain limited tax obligations throughout their term subject to the limited Required Mill Levy as described above.

Limited Recourse. In the event that the revenue derived from the Required Mill Levy and the other components of the Pledged Revenue is insufficient to pay the scheduled principal of and/or interest on the Bonds when due, the unpaid principal will continue to bear interest, and the unpaid interest will compound on each interest payment date (being June 1 and December 1 each year) until the total repayment obligation of the District for the Bonds equals the amount permitted by law. During this period of accrual, so long as the District is imposing the applicable Required Mill Levy and enforcing collection of the Pledged Revenue, the District will not be in default under the Indenture and the Owners will have no recourse against the District to require such payments (other than to require the District to continue to impose the Required Mill Levy and collect the revenue derived from such levy, to the extent permitted under the Service Plan and other applicable law). See “THE BONDS—Certain Indenture Provisions—*Events of Default*” and “—*Remedies on Occurrence of Event of Default*.”

In addition, the District will not be liable to the Owners for unpaid principal and interest beyond the amount permitted by law and, upon payment of such permitted amount, it is possible that all Bonds may be deemed defeased. The District’s electoral authorization limits the total repayment cost of the Bonds to approximately \$86,100,000 in total, although such repayment cost is allocated among indebtedness issued to fund specific subcategories of infrastructure.

No Mortgage. Payment of the principal of and interest on the Bonds is not secured by any deed of trust, mortgage or other lien on or security interest in any property within the District or assets of the District (other than the Pledged Revenue and the funds and accounts pledged to the Bonds under the Indenture).

No Acceleration

The Indenture provides that acceleration of the Bonds is not an available remedy for any Event of Default under the Indenture. See “THE BONDS—Certain Indenture Provisions—*Events of Default*” and “—*Remedies on Occurrence of Event of Default*.”

Discharge of Bonds in 2058

Notwithstanding any other provision of the Indenture, after application on December 1, 2058 of all available Pledged Revenue (together with all amounts and earnings thereon in the funds and accounts held thereunder) to the payment of the Bonds (and any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs), the Bonds, the District’s obligations under the Bond Insurance Policy and the Reserve Policy, and the lien of the Indenture securing payment thereof will be deemed fully satisfied on the Discharge Date of December 2, 2058, and on such date the Bonds and any obligations of the District relative to any Bond Insurer Reimbursement Amounts and any Policy Costs will be discharged and the Indenture will terminate, and the estate and rights thereby granted will cease, terminate, and be void, and thereupon the Trustee is to cancel the Bonds and discharge the lien of the Indenture, and execute and deliver to the District such instruments in writing as are required to evidence the same.

Upon such discharge, neither the Bond Insurer (in its respective capacities as Bond Insurer and as Reserve Policy Provider) nor the Owners will have any recourse to the District or any property of the District for the payment of any amount of principal of or interest on the Bonds or any Bond Insurer Reimbursement Amounts or Reserve Policy Costs remaining unpaid.

Additional Bonds

The District may issue Additional Bonds (as such term is defined in the Indenture, see APPENDIX B), without the consent of the Consent Parties of the Bonds, subject to the satisfaction of certain conditions set forth in the Indenture, as described in “THE BONDS—Certain Indenture Provisions—*Additional Bonds*.” The District’s issuance of Additional Bonds is also subject to the limitations of the District’s Service Plan and electoral authorizations. The issuance of Additional Bonds would potentially dilute the security available for the Bonds.

Risk Related to Bond Insurance for Bonds

In the event of default of the payment of the scheduled principal of or interest on the Bonds when the same become due, the Trustee, on behalf of any Owner of the Bonds, will have a claim under the Policy for such defaulted payments.

In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will be payable solely from the funds on deposit in the Bond Fund, the Reserve Fund, if any, as provided in the Indenture. In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) of the Bonds.

The long-term rating on the Bonds is dependent in part on the financial strength of the Bond Insurer and its ability to pay claims. The Bond Insurer’s financial strength and ability to pay claims is reliant upon a number of factors which could change over time, including, without limitation, underwriting standards, claims experience, and conditions affecting the economy generally. No assurance is given that the long-term rating of the Bond Insurer will not be subject to downgrade or CreditWatch negative designations and such events could adversely affect the market price or liquidity of the Bonds. See “MISCELLANEOUS—Rating.”

The obligations of the Bond Insurer are unsecured contractual obligations and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Underwriter have made independent investigation into Bond Insurer's financial strength or ability to pay claims and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Prospective investors in the Bonds should conduct their own investigation of such matters. See "BOND INSURANCE" herein for further information regarding the Bond Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Bond Insurer.

Enforceability of Bondholders' Remedies Upon Default

The remedies available to the owners of the Bonds upon a default are in many respects dependent upon judicial action, which could subject the owners of the Bonds to judicial discretion and interpretation of their rights under existing constitutional law, statutory law, and judicial decisions, including specifically the federal bankruptcy code (the "Bankruptcy Code"). Consequently, any enforcement proceedings may entail risks of delay, and/or limitation or modification of their rights as otherwise provided under the Indenture and the Bonds. However, in addition to other legal requirements in the Federal and State laws pertaining to municipal bankruptcy, under State law, the District can seek protection from its creditors under the Bankruptcy Code only if the District can demonstrate that, in order to meet its financial obligations as they come due, the District would be required to certify a property tax mill levy of 100 mills or more. The legal opinions to be delivered concurrently with delivery of the Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, and insolvency or other similar laws affecting the rights of creditors generally, now or hereafter in effect; to usual equity principles which may limit the specific enforcement under State law of certain remedies, including, but not limited to, specific performance; to the exercise by the United States of America of the powers delegated to it by the federal constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies, in the interest of serving an important public purpose.

Risk of Reductions in Assessed Value; Assessed Valuation Procedures and Factors; Market Value of Land

The owners of the Bonds are dependent upon the assessed value of property within the District consistently providing an adequate tax base from which ad valorem tax revenues are collected for the payment of debt service on the Bonds. The assessed value of property within the District is determined by multiplying the "actual value" of the property by an assessment rate, and the "actual value" of the property is determined by the County Assessor, all as more particularly described under "DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes." Assessed valuations may be affected by a number of factors beyond the control of the District. For example, property owners are allowed each year by State law to challenge the valuations of their property, and no assurance can be given that owners of property in the District will not do so. Should the actions of property owners result in lower assessed valuations of property in the District, the security for the Bonds would be diminished, increasing the risk of nonpayment. Regardless of the actions of property owners, the values of homes may be reduced if market prices decline due to economic or other factors. See also "—Foreclosures" below. Furthermore, property used for tax-exempt purposes, which could include multi-family projects owned by charitable or not-for-profit organizations (none of which are currently located within the District), is not currently subject to taxation.

No assurance is given that any particular methodology presently used by the County Assessor to determine the actual value of property will continue to be used in the future. Any change in the methodology by which the actual value of property is determined could adversely affect the assessed value of property in the District and the property taxes that may be generated thereby.

Changes have occurred and may occur in the future in the method of calculating assessed valuation in the State, including changes in the residential assessment ratio and the actual valuation of property, or in the amount of property tax revenue that may be retained by local governments. For a discussion of changes to the method of calculating the assessed valuation of property in the State, the imposition of property tax limit on revenues of local governments, and potential impacts on the revenues of the District, see “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes—*Assessment of Property*.” No assurance can be given that recent or future legislation and/or ballot initiatives approved by the State’s voters will not further affect the assessment ratios, calculation of assessed valuation of property in the District, or the amount of property tax revenues that can be retained by the District.

While, as described herein, the Required Mill Levy includes certain adjustment language that is intended to require the District to increase the Required Mill Levy if necessary to offset the loss of tax revenue which could otherwise occur due to certain changes in law, it is possible that this language will not account for every conceivable change of law which could occur. The District has concluded that the Service Plan permits the District to adjust the Required Mill Levy for the changes to assessment rates and actual values described herein. However, the foregoing could change if recent legislative changes are subject to judicial interpretation and there is no assurance that future legislation and/or initiatives will not result in changes that cannot be offset by the District’s adjustment of the Required Mill Levy. See “THE BONDS—Security for the Bonds.”

Foreclosures

The District’s ability to collect property tax revenue for timely payment of the Bonds depends, among other things, upon the maintenance of an adequate tax base from which the District can collect sufficient property tax revenue from the imposition of the Required Mill Levy. In the State, the foreclosure process begins when the lender informs the borrower of a default in payment. At least 30 days after the borrower is notified of such default and at least 30 days before filing a Notice of Election and Demand (“NED”), the lender must send the borrower a notice containing, among other things, information related to the Colorado Foreclosure Hotline, which provides mortgage modification filing assistance and counseling at no charge. Following a review of the documents by the public trustee of the county, the NED must be recorded with the county clerk and recorder no later than 10 days following the receipt of such notice. Once the NED is recorded, the property is officially in foreclosure. Such filing can be “cured” or “withdrawn” before the home is sold at auction, meaning that not all foreclosure filings result in a final foreclosure sale. Currently, the period between the recording date of the NED and the foreclosure sale at auction in the State is not less than 110 days and not more than 125 days by law, but in some cases, this period may actually last much longer.

Property owned by a lending institution as a result of foreclosure is typically resold in the market at a depressed price, resulting in a decrease in assessed valuation of the foreclosed property. In addition, a home foreclosure may have an immediate and/or long-term effect of depressing home prices in the surrounding area. The number of foreclosed homes reentering the market at lower prices may result in a reduction of demand for new construction housing, including property within the District. Increased foreclosure rates could also cause lenders to tighten their lending practices and decrease their approvals of home loans, making it more difficult for potential homebuyers to finance home acquisitions. Such changes in lending practices could have an impact on the assessed valuation within the District. See also “APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION—Foreclosure Activity.”

Enforcement of Tax Collection by County

The duty to pay property taxes does not constitute a personal obligation of the property owners within the District. Rather, the obligation to pay property taxes is tied to the specific properties taxed, and if timely payment is not made, the obligation constitutes a lien against the specific properties for which taxes are unpaid. To enforce property tax liens, the County Treasurer is obligated to cause the sale of tax liens upon the property that is subject to the delinquent taxes, as provided by law, and the revenue derived from such sales, if any, is applied to the delinquent taxes. The County Treasurer has the power to foreclose on and cause the sale of the property that is subject to the delinquent tax, after the period allowed for the property owner to redeem such taxes, as provided by law. Such redemption period is currently three years, during which a property owner may pay all taxes due and prevent such foreclosure. The tax foreclosure process can be a time-consuming and expensive and does not necessarily result in recovery of all amounts due and unpaid.

In addition, the ability of the County Treasurer to enforce tax liens could be delayed by bankruptcy laws and other laws affecting creditor's rights generally. During the pendency of any bankruptcy of any property owner, the parcels owned by such property owner could be sold in a County Treasurer's tax sale only if the bankruptcy court approves such sale. There is no assurance that property taxes would be paid during the pendency of any bankruptcy; nor is it possible to predict the timeliness of such payment.

Finally, the collection of property taxes is dependent upon the property subject to such taxes having sufficient fair market value to support the taxes which are imposed. No assurance can be given as to the future market values of property in the District. See "—Risk of Reductions in Assessed Value; Assessed Valuation Procedures and Factors; Market Value of Land" above and "DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes."

Taxpayers

Property taxes on land are not personal obligations of any property owner within the District. No party has guaranteed the payment of principal of or interest on the Bonds, and no financial information regarding any property owner is provided in this Official Statement. No representation is made with respect to the ability of any property owner to pay property taxes levied within the District's boundaries.

Legal Constraints on District Operations

Various State laws and constitutional provisions govern the assessment and collection of ad valorem property taxes and the issuance of bonds and impose limitations on revenues and spending of the State and local governments, including the District, and limit rates, fees and charges imposed by such entities. State laws, constitutional provisions and federal laws and regulations apply to the obligations created by the issuance of the Bonds. There can be no assurance that there will not be changes in interpretation of, or additions to, the applicable laws and provisions which would have a material adverse effect, directly or indirectly, on the affairs of the District.

Risk of Internal Revenue Service Audit

The Internal Revenue Service (the "Service") has a program of auditing tax-exempt bonds which can include those issued by special purpose governmental units, such as the District, for the purpose of determining whether the Service agrees (a) with the determination of Bond Counsel that interest on the Bonds is tax-exempt for federal income tax purposes, or (b) that the District is in or remains in compliance with Service regulations and rulings applicable to governmental bonds such as the Bonds. The commencement of an audit of the Bonds could adversely affect the market value and liquidity of the Bonds,

regardless of the final outcome. An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could be expected to adversely impact the secondary market, if any, for the Bonds, and, if a secondary market exists, would also be expected to adversely impact the price at which the Bonds can be sold. The Indenture does not provide for any adjustment to the interest rate borne by the Bonds in the event of a change in the tax-exempt status of the Bonds. Owners of the Bonds should note that, if the Service audits the Bonds, under current audit procedures the Service will treat the District as the taxpayer during the initial stage of the audit, and the owners of the Bonds will have limited rights to participate in such procedures. There can be no assurance that the District will have revenues available to contest an adverse determination by the Service. No transaction participant, including none of the District, the Underwriter, or Bond Counsel, is obligated to pay or reimburse an owner of any Bond for audit or litigation costs in connection with any legal action, by the Service or otherwise, relating to the Bonds.

There can be no assurance that an audit by the Service of the Bonds will not be commenced. However, the District has no reason to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of, the Bonds. See also “TAX MATTERS.”

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the Colorado General Assembly that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Purchasers of the Bonds should consult their tax advisors regarding any potential proposed or pending legislation, regulatory initiatives or litigation.

In addition, there are certain tax-related risks with respect to the Bonds. See “—Risk of Internal Revenue Service Audit” above.

Potential Environmental Matters

Wildfire; Disaster Risk. In recent years, the State has experienced numerous significant wildfires. According to the Rocky Mountain Area Coordination Center, in 2020 (latest data available), more than 625,000 acres were burned by wildfires throughout the State. According to the Colorado Department of Public Safety, the three largest fires (measured by acreage) in State history occurred in 2020. Recent destructive fires include the Black Forest Fire in El Paso County in 2013, in which approximately 14,000 acres were burned and nearly 500 homes were destroyed. On December 30, 2021, the Marshall Fire burned approximately 6,000 acres and destroyed over 1,000 homes and businesses, making it the most destructive fire in State history. The Marshall Fire was located in a suburban area centered in Superior, Colorado, which is located approximately 7 miles east of Boulder, Colorado, and about 20 miles west of Denver.

According to the Colorado State Forest Service’s Wildfire Risk Public Viewer web site accessed on February 28, 2025, the District is located in a suburban area with the lowest level of fire risk within the scale used by such site. According to the District, there is no specific fire mitigation that is required to occur within the District.

No assurance can be given as to whether any future wildfire or other disaster will impact any portion of the District. The occurrence of wildfires in or adjacent to the District could have an adverse effect, among other matters, on the availability of property insurance. In the event a fire or other natural or man-made disaster destroys all or any portion of the District, the Pledged Revenue could be materially negatively impacted. There can be no assurance that a casualty loss will be covered by any insurance of property owners, that any insurance company will fulfill its obligation to provide insurance proceeds, or that any insurance proceeds will be sufficient to rebuild any damaged property. There is no assurance that property owners will rebuild damaged or destroyed properties or, if they do, the timeframe in which they will rebuild.

Climate Change. Climate change, including change caused by human activities, may have material adverse effects on the District. As greenhouse gas emissions continue to accumulate in the atmosphere, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as drought, wildfires, floods and heat waves. The future fiscal impact of climate change on the District is difficult to predict, but it could be significant, and it could have a material adverse effect on the receipt of Pledged Revenue.

Drought. From time to time, the State experiences droughts. According to the U.S. Drought Monitor web site accessed on February 18, 2025, the County is substantially experiencing no drought conditions, with a small section in the western portion of the County experiencing abnormally dry conditions. There can be no assurance that drought conditions will not appear in the County in the future. The appearance and persistence of drought conditions could materially adversely the receipt of Pledged Revenue.

Potential Negative Consequences of Public Health Emergencies

Regional, national or global public health emergencies, such as the outbreak of COVID-19, could have materially adverse regional, national or global economic and social impacts causing, among other things, the promulgation of local or state orders limiting certain activities, extreme fluctuations in financial markets and contraction in available liquidity, prohibitions of gatherings and public meetings in such places as entertainment venues, extensive job losses and declines in business activity across important sectors of the economy, impacts on supply chain and availability of resources, declines in business and consumer confidence and/or changes in business and consumer behaviors that negatively impact economic conditions or cause an economic recession. If such an event should occur, the District cannot predict the extent to which its operations or financial condition may decline nor the amount of increased costs, if any, that may be incurred by the District associated with its administrative and operations functions. A public health emergency may impact future payment of property taxes, including the economic impacts on property owners and their willingness and ability to timely pay property taxes. The occurrence of any one or more of the foregoing events could have a materially adverse impact on the ability of the District to timely pay debt service on the Bonds.

Cybersecurity

The District is aware of the threat of cyberattacks and maintains cyber insurance coverage. The District relies on computer systems and technologies to conduct many of its operations. Despite security measures, the District, like other public and private entities, may be vulnerable to cyber-attacks by third parties. Any such attack could compromise systems and the information therein, resulting in a disruption in the operations of the District. The District contracts with Colorado Special District Property and Liability Pool for cybersecurity insurance. See “DISTRICT FINANCIAL INFORMATION—Risk Management.”

THE BONDS

Description

The Bonds will be issued in the principal amounts, will be dated and will mature as indicated on the cover page of this Official Statement. For a complete statement of the details and conditions of the Bond issue, reference is made to the Indenture, a copy of which is available from the Underwriter prior to delivery of the Bonds. See “INTRODUCTION—Additional Information.”

Sources of Payment

Pledged Revenue. The Bonds are limited tax (convertible to unlimited tax) general obligations of the District secured by and payable from the “Pledged Revenue,” consisting of the following: (a) all Property Tax Revenues (generally defined as all moneys derived from imposition by the District of the Required Mill Levy); (b) all Specific Ownership Tax Revenues; and (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

Reserve Fund. The Bonds will also be secured by the Reserve Fund which will be fully funded upon issuance of the Bonds through a Reserve Policy issued in the amount of the Reserve Requirement of \$344,600. See “BOND INSURANCE.”

See “—Security for the Bonds” below. See also “APPENDIX B—SELECTED DEFINITIONS” for definitions of the capitalized terms used above and otherwise throughout this Official Statement.

Authorized Denominations of the Bonds

The Bonds are being issued in “Authorized Denominations,” defined in the Indenture to mean the amount of \$5,000 or any integral multiple of \$1,000 in excess thereof.

Payment of Principal and Interest

The Bonds will bear interest at the rates set forth on the front cover hereof (computed on the basis of a 360-day year of twelve 30-day months) payable on June 1 and December 1 each year (each, an “Interest Payment Date”), commencing June 1, 2025.

To the extent principal of any Bond is not paid on or prior to the maturity date of such Bond, such principal is to remain Outstanding until paid and shall continue to bear interest at the rate then borne by the Bond, and to the extent interest on any Bond is not paid when due, such interest is to compound annually on each Interest Payment Date, at the rate then borne by the Bond; provided however, that notwithstanding anything in the Indenture to the contrary, the District is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds are to be deemed defeased and no longer Outstanding upon the payment by the District of such amount.

The principal of and premium, if any, on the Bond are payable in lawful money of the United States of America to the Owner of the Bond upon maturity or prior redemption and presentation at the designated office of the Trustee. The interest on the Bond is payable to the person in whose name this Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the District by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for is to cease to be payable to the person who is the Owner

thereof at the close of business on the Record Date and is to be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date is fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date is to be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice is to state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

Payments for the principal of and interest on the Bonds are to be made as described in “APPENDIX F—BOOK-ENTRY-ONLY SYSTEM.”

Discharge of Bonds in 2058

Notwithstanding any other provision of the Indenture, after application on December 1, 2058 of all available Pledged Revenue (together with all amounts and earnings thereon in the funds and accounts held thereunder) to the payment of the Bonds (and any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs), the Bonds, the District’s obligations under the Bond Insurance Policy and the Reserve Policy, and the lien of the Indenture securing payment thereof will be deemed fully satisfied on the Discharge Date of December 2, 2058, and on such date the Bonds and any obligations of the District relative to any Bond Insurer Reimbursement Amounts and any Policy Costs will be discharged and the Indenture will terminate, and the estate and rights thereby granted will cease, terminate, and be void, and thereupon the Trustee is to cancel the Bonds and discharge the lien of the Indenture, and execute and deliver to the District such instruments in writing as are required to evidence the same.

Upon such discharge, neither the Bond Insurer (in its respective capacities as Bond Insurer and as Reserve Policy Provider) nor the Owners will have any recourse to the District or any property of the District for the payment of any amount of principal of or interest on the Bonds or any Bond Insurer Reimbursement Amounts or Reserve Policy Costs remaining unpaid.

Redemption

Optional Redemption. The Bonds maturing on and after December 1, 2030 are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, in any order of maturity, and in whole or partial maturities (and if in part in such order of maturities as the District shall determine and by lot within maturities), on March 1, 2030 and on any date thereafter, upon payment of par plus accrued interest, and a redemption premium of a percentage of the principal amount so redeemed, as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
March 1, 2030 through February 28, 2031	3.00%
March 1, 2031 through February 29, 2032	2.00
March 1, 2032 through February 28, 2033	1.00
March 1, 2033 and thereafter	0.00

Mandatory Sinking Fund Redemption. The Bonds maturing on December 1, 2040 also are subject to mandatory sinking fund redemption, in part, by lot, on December 1, 2036, and on each December 1 thereafter prior to the maturity date of such Bonds, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below:

Year of Redemption	Redemption Amount
2036	\$135,000
2037	140,000
2038	150,000
2039	155,000
2040 ¹	170,000

¹ Final maturity, not a sinking fund redemption.

The Bonds maturing on December 1, 2045 also are subject to mandatory sinking fund redemption, in part, by lot, on December 1, 2041, and on each December 1 thereafter prior to the maturity date of such Bonds, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below:

Year of Redemption	Redemption Amount
2041	\$175,000
2042	185,000
2043	195,000
2044	205,000
2045 ¹	215,000

¹ Final maturity, not a sinking fund redemption.

The Bonds maturing on December 1, 2054 also are subject to mandatory sinking fund redemption, in part, by lot, on December 1, 2046, and on each December 1 thereafter prior to the maturity date of such Bonds, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below:

Year of Redemption	Redemption Amount
2046	\$225,000
2047	235,000
2048	245,000
2049	260,000
2050	270,000
2051	285,000
2052	300,000
2053	310,000
2054 ¹	325,000

¹ Final maturity, not a sinking fund redemption.

With respect to each maturity of the Bonds subject to mandatory sinking fund redemption, on or before forty-five (45) days prior to each sinking fund installment date for such maturity as set forth above, the Trustee is to select for redemption, by lot in such manner as the Trustee may determine, from the Outstanding Bonds of that maturity, a principal amount of such Bonds equal to the applicable sinking fund installment. The amount of the applicable sinking fund installment for any particular date and maturity may be reduced by the principal amount of any Bonds of that maturity which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, are to be applied in such year or years as may be determined by the District.

Redemption Procedure and Notice. If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed are to be selected by lot prior to the date fixed for redemption, in such manner as the Trustee determines. The Bonds are to be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof. Such Bond are to be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1,000. In the event a portion of any Bond is redeemed, the Trustee is to, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid), not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the District by the Trustee. Failure to give such notice by mailing to any Owner, or any defect therein, is not to affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice is specifically subject to the deposit of funds by the District. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Notwithstanding the provisions of the Indenture which provide for notices to Owners by mail, so long as the Bonds are held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

Security for the Bonds

Property Tax Revenues. The Indenture defines “Property Tax Revenues” to mean all moneys derived from imposition by the District of the Required Mill Levy, net of the collection costs of the County and any tax refunds or abatements authorized by or on behalf of the County.

The definition of the Required Mill Levy is set forth below. The Bonds are not secured by property lying within the District, but rather by, among other things, the District’s obligation to annually determine, fix and certify a rate of levy, not to exceed the Required Mill Levy, for ad valorem property taxes to the Board of County Commissioners in an amount sufficient to pay, along with other legally available revenues, the principal of and interest on the Bonds. The Indenture provides that in the event any ad valorem taxes are not paid when due, the District is to diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed. See “—*Covenant to Impose the Required Mill Levy*” below and “INVESTMENT CONSIDERATIONS—Enforcement of Tax Collection by County.”

Definition of Required Mill Levy. The Indenture defines “Required Mill Levy” to mean:

(a) Subject to paragraph (c) below, *prior to the Conversion Date*, 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 sufficient to fund the Bond Fund for the relevant Bond Year and pay the Bonds as they come due (and to pay Bond Insurer Reimbursement Amounts, if applicable), and to replenish, if necessary, the Reserve Fund to the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), but (i) not in excess of 50.000 mills; provided however, that if, after January 1, 2004, there were or are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the maximum mill levy set forth in this paragraph (a) is to 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 generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation is deemed to be a change in the method of calculating assessed valuation.

(b) Subject to paragraph (c) below, *on and after the Conversion Date*, an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal of and interest on the Bonds as the same become due (and to pay Bond Insurer Reimbursement Amounts, if applicable) and to maintain the Reserve Fund in the amount of the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), without limitation of rate and in amounts sufficient to make such payments when due. On and after the Conversion Date, the definition of “Required Mill Levy” is determined exclusively by this paragraph (b) regardless of any subsequent increase in the Debt to Assessed Ratio.

(c) Notwithstanding anything in the Indenture to the contrary, in no event may the Required Mill Levy be established at a mill levy which would constitute a material departure from the requirements of the Service Plan, or 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 or create a material departure from the Service Plan, the Required Mill Levy is to be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Service Plan occurs.

Determination of Adjusted Mill Levy. Pursuant to the mill levy adjustment language in paragraph (a) of the definition of Required Mill Levy set forth above, the District’s accountant is to annually calculate the number of mills equal to the Required Mill levy, as so adjusted, and the Board is to affirm and ratify such calculation.

Covenant To Impose the Required Mill Levy. For the purposes of paying the principal of, premium if any, and interest on the Bonds (and paying Bond Insurer Reimbursement Amounts, if applicable) and replenishing, if necessary, the Reserve Fund to the Reserve Requirement (and paying Reserve Policy Costs, if applicable), as provided in the Indenture, the District covenants to cause to be levied on all of the taxable property of the District, in addition to all other taxes, direct annual taxes in each of the years 2025 through 2053, inclusive (for tax collection in years 2026 through 2054, inclusive), and in each year thereafter in which the Bonds remain Outstanding or there are obligations of the District relative to any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs, in the amount of the Required Mill Levy; provided that nothing in the Indenture is to be construed to require the District to levy an ad valorem property tax for the foregoing purposes which is: (i) in an amount in excess of the Required Mill Levy, (ii) beyond the Maximum Debt Mill Levy Imposition Term, or (iii) in conflict with the provisions of the Indenture set forth in the following paragraph.

NOTWITHSTANDING ANY OTHER PROVISION IN THE INDENTURE, THE DISTRICT IS NOT REQUIRED TO IMPOSE THE REQUIRED MILL LEVY FOR PAYMENT OF THE BONDS OR ANY BOND INSURER REIMBURSEMENT AMOUNTS AND ANY RESERVE POLICY COSTS DUE TO THE BOND INSURER AFTER TAX LEVY YEAR 2057 (FOR COLLECTION IN CALENDAR YEAR 2058). See “INVESTMENT CONSIDERATIONS—Discharge of Bonds in 2058.”

The Indenture further provides that it is to 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 of the Indenture with reference to the levying and collection of taxes; and the Board is to levy, certify, and collect said taxes in the manner provided by law for the purposes described above.

Specific Ownership Tax Revenue. “Specific Ownership Tax Revenues” is defined in the Indenture to mean the specific ownership taxes remitted to the District pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of imposition by the District of the Required Mill Levy. Pursuant to Section 42-3-107, C.R.S., specific ownership tax is collected by all counties and distributed to every taxing entity within a county, such as the District, in the proportion that the taxing entity’s ad valorem taxes represents of the cumulative amount of ad valorem taxes levied county-wide. All motor vehicles in the State—which includes trucks, cars, trailers, and certain special mobile machinery (including self-propelled construction equipment)—are divided into classes, and specific ownership taxes are imposed based on the particular class of the motor vehicle. For example, specific ownership tax is currently imposed on passenger vehicles at a graduated rate which varies from 2.1% of taxable value in the first year of ownership to \$3 per year in the tenth year of ownership and thereafter. Changes in State law pursuant to which the specific ownership tax is collected and distributed are not within the control of the District and could result in a decrease in the present specific ownership tax rates and, as a result, the amount of Specific Ownership Tax Revenues received by the District and payable to the Trustee in accordance with the Indenture.

Only the portion of the specific ownership tax that is collected as a result of the imposition of the Required Mill Levy is pledged to the payment of the Bonds. The portion of the specific ownership tax that is collected as the result of the mill levy imposed by the District for operations and maintenance is anticipated to be applied to operational costs of the District and is not pledged to the Bonds. See “DISTRICT FINANCIAL INFORMATION—Specific Ownership Taxes.”

Certain Indenture Provisions

The following is a description of certain provisions of the Indenture and is subject in all respects to the more specific provisions of the Indenture. See “APPENDIX B—SELECTED DEFINITIONS” for definitions of certain capitalized terms used below and elsewhere in this Official Statement.

Creation of Funds and Accounts. Under the Indenture, there are created and established the following funds and accounts, which are to be established with the Trustee and maintained by the Trustee in accordance with the provisions of the Indenture:

- (a) the Revenue Fund;
- (b) the Project Fund;
- (c) the Bond Fund;
- (d) the Reserve Fund; and
- (e) the Costs of Issuance Fund.

Revenue Fund. The Revenue Fund is to be established, held and maintained by the Trustee in accordance with the provisions of the Indenture. Except for Pledged Revenue described in clause (c) of the definition thereof, which the Trustee shall credit directly to the Bond Fund, the Trustee shall credit all Pledged Revenue to the Revenue Fund promptly upon the receipt thereof.

The District is to transfer or cause to be transferred all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, but in no event later than the fifteenth (15th) day of the calendar month immediately succeeding the calendar month in which such Pledged Revenue is received by the District. **IN NO EVENT IS THE DISTRICT PERMITTED TO WITHHOLD ANY PORTION OF THE PLEDGED REVENUE OR TO APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS SET FORTH IN THE INDENTURE.** Except for any Pledged Revenue described under clause (c) of the definition thereof (*i.e.*, any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund), which the Trustee is to credit directly to the Bond Fund, the Trustee is to credit all Pledged Revenue to the Revenue Fund promptly upon the receipt thereof.

Application of Pledged Revenue; Flow of Funds. In each Bond Year, the Trustee is to apply all Pledged Revenue received in that Bond Year in the order of priority set forth in clauses FIRST through SIXTH below and, for purposes of such application: (i) no Pledged Revenue is to flow to a lower priority until all of the higher priorities have been fully funded; (ii) when credits or disbursements to more than one fund, account, or purpose are required at any single priority level, such credits and/or disbursements are to rank *pari passu* with each other; and (iii) when credits or disbursements are required to go to funds or accounts which are not held by the Trustee under the Indenture, the Trustee may rely upon the written instructions of the District with respect to the appropriate funds or accounts to which such credits and/or disbursements are to be made; provided, however, that if the Trustee serves as the trustee to whom the disbursements are to be made, the Trustee is to make such disbursements without the need for direction from the District.

FIRST: To the Trustee, in an amount sufficient to pay the Trustee Fees then due and payable;

SECOND: To the credit of the Bond Fund, the amount necessary to pay the principal of and interest on the Bonds due and coming due in the then current Bond Year as more particularly set forth under the caption “—*Bond Fund*” below (and/or to the Bond Insurer, any Bond Insurer Reimbursement Amounts then due and owing); and to the credit of or disbursement to any Senior Obligation Bond Fund established for the current payment of the principal of and interest on any other Senior Bonds, the amounts required for the then current Bond Year by the Senior Bond Documents pursuant to which such other Senior Bonds are issued.

THIRD: To the credit of the Reserve Fund the amount necessary, if any: (i) to cause the amount therein to equal the Reserve Requirement or (ii) to pay Reserve Policy Costs to the Reserve Fund Guaranty Provider in accordance with the provisions of the Indenture described under the caption “—*Reserve Fund*” below; and to the credit of or disbursement to any Senior Bond Reserve Fund established in connection with any other Senior Bonds (including Permitted Refunding Bonds), the amount necessary, if any, to fund or replenish such Senior Bond Reserve Fund (and, if applicable, to pay costs

relating to any reserve fund guaranty issued with respect to such Senior Bonds) to the amount required by the Senior Bond Documents pursuant to which such other Senior Bonds are issued.

FOURTH: To the credit of or disbursement to any Senior Bond Surplus Fund established in connection with any other Senior Bonds (including Permitted Refunding Bonds), the amount necessary, if any, to fund or replenish such Senior Bond Surplus Fund to the amount required by the Senior Bond Documents pursuant to which such other Senior Bonds are issued.

FIFTH: To the Subordinate Bond Trustee for any Subordinate Bonds then outstanding, all amounts remaining in the then current Bond Year after the payments and accumulations set forth in clauses FIRST through FOURTH above for application in the manner set forth in the applicable Subordinate Bond Documents.

SIXTH: To the District, for credit to any other fund or account as may be designated by the District in writing to the Trustee, to be used for any lawful purpose, any Pledged Revenue remaining in the then current Bond Year after the payments and accumulations set forth in clauses FIRST through FIFTH above (which revenues, upon disbursement to or at the direction of the District in accordance with this clause SIXTH, are to be released from the lien of the Indenture and thereafter no longer constitute "Pledged Revenue" thereunder).

Deemed Order of Application of Pledged Revenue. In the event that any Pledged Revenue is available to be disbursed in accordance with clause SIXTH above, the District will, in making its determination as to the application of such amounts, take into account: (i) the restrictions that State law places on the use of any moneys representing ad valorem property tax revenue derived from the imposition of a debt service mill levy, and (ii) any then-existing pledge or encumbrance on such revenues. For purposes of determining the nature of the Pledged Revenue available for disbursement pursuant to clause SIXTH above, the Pledged Revenue applied in FIRST through FIFTH above are to be deemed to be funded, first, from Property Tax Revenues, and second, from Specific Ownership Tax Revenues.

Senior Priority. The District covenants that all property tax revenue collected by the District from a debt service mill levy, or so much thereof as is needed, shall first, be designated as Property Tax Revenues in any Bond Year to pay annual debt service on the Bonds (including any Bond Insurer Reimbursement Amounts) and any other Senior Bonds and to fund such funds and accounts as are required in accordance with the terms of the Indenture and the Senior Bond Documents pursuant to which such other Senior Bonds are issued (including to replenish the Reserve Fund to the Reserve Requirement, to pay any Reserve Policy Costs due to the Bond Insurer as a result of a draw on the Reserve Policy, and to replenish any similar fund or account securing Senior Bonds to the applicable reserve requirement or pay any similar policy costs, if needed), and only after the funding of such annual debt service and fund and account accumulations required in such Bond Year can property tax revenue be applied to pay Subordinate Bonds, if any. The debt service property tax levy imposed for the payment of Subordinate Bonds shall be deemed reduced to the number of mills, if any, available for payment of such Subordinate Bonds in any Bond Year after first providing for the full payment and accumulation of all amounts due on the Bonds and any other Senior Bonds in such Bond Year. *For avoidance of doubt*, there are no Subordinate Bonds of the District as of the date of this Limited Offering Memorandum.

Project Fund. The Project Fund is to be maintained by the Trustee in accordance with the terms of the Indenture.

So long as no Event of Default has occurred and be continuing, amounts in the Project Fund are to be disbursed by the Trustee to the District in accordance with requisitions submitted to the Trustee in substantially the form set forth in an exhibit to the Indenture, signed by (i) the District Representative or the President of the District and (ii) the District Accountant, certifying that all amounts drawn will be applied to the payment of Project Costs (each, a “Project Fund Requisition”). The Trustee may rely conclusively on any such Project Fund Requisition as to the information and certifications contained therein and are not required to make any independent investigation in connection therewith. The execution of any Project Fund Requisition by the District Representative or the President of the District and the District Accountant are to constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Upon the receipt by the Trustee of a resolution of the District determining that all Project Costs have been paid, or that the funds in the Project Fund exceed the amount necessary to pay all Project Costs which the District has determined to pay, any balance remaining in the Project Fund is to be credited to the Bond Fund. The Project Fund terminates at such time as no further moneys remain therein.

Bond Fund. Subject to the receipt of sufficient Pledged Revenue, there is to be credited to the Bond Fund each Bond Year an amount of Pledged Revenue which, when combined with other legally available moneys in the Bond Fund (but *not* including moneys deposited thereto from other funds pursuant to the terms of the Indenture), will be sufficient to pay the principal of and interest on the Bonds which has or will become due on the Scheduled Payment Dates occurring in the Bond Year in which the credit is made.

Moneys in the Bond Fund (*including* moneys transferred thereto from other funds pursuant to the terms of the Indenture) are to be used by the Trustee solely to pay the principal of and interest on the Bonds (and premium, if due in connection with an optional redemption of Bonds being made pursuant to the provisions of the Indenture), in the following order of priority:

FIRST, to the payment of current interest due in connection with the Bonds;

SECOND, to the payment of accrued but unpaid interest on the Bonds (which interest has not yet compounded);

THIRD, to the payment of interest due as a result of compounding; and

FOURTH, to the extent of any moneys remaining after the payment of all interest due pursuant to clauses FIRST through THIRD above:

(i) to the payment of the principal of the Bonds then due and owing on the applicable Scheduled Payment Date (which Scheduled Payment Date may constitute a maturity date); or

(ii) if the Bonds are being optionally redeemed, in whole or in part, pursuant to the provisions of the Indenture, to the payment of the principal (and premium, if any) of the Bonds so redeemed on the applicable redemption date.

In the event that available moneys in the Bond Fund (including any moneys transferred thereto from other funds pursuant to the terms of the Indenture) are insufficient for the payment of the principal of and/or the interest due on the Bonds on any Scheduled Payment Date, the Trustee is to apply all available moneys on such Scheduled Payment Date in the manner and order of priority set forth below:

FIRST, to the payment of current interest due in connection with the Bonds, in proportion to the amount of the current interest then due on each Bond;

SECOND, to the payment of accrued but unpaid interest on the Bonds, in proportion to the amount of accrued but unpaid interest then due on each Bond;

THIRD, to the payment of interest due on the Bonds as a result of compounding, if any, in proportion to the amount of compounded interest then due on each Bond; and

FOURTH, the Trustee is to apply any remaining amounts to the payment of the principal of and premium, if any, (including mandatory sinking fund payments) on as many Bonds as can be paid with such remaining amounts, such payments to be in increments of \$1,000 or any integral multiple thereof, plus any premium, and to be applied to the payment of principal of such Bonds then due in their order of maturity. Bonds of a particular maturity or portions thereof to be paid pursuant to such partial payment are to be selected by lot from the Bonds of such maturity (including as a result of mandatory sinking fund payments) the principal of which is due and owing on the Scheduled Payment Date. Notwithstanding any other provision in the Indenture, any principal paid in accordance with the provisions of the Indenture on Bonds of a particular maturity subject to mandatory sinking fund redemption shall reduce the mandatory sinking fund installments for such maturity of Bonds in sequential order.

Moneys credited to the Bond Fund may be invested or deposited as provided in the Indenture, and the earnings thereon are to be treated as provided in the Indenture.

Reserve Fund. The Reserve Fund is to be established, held and maintained by the Trustee in accordance with the provisions of the Indenture as described below under this caption. Notwithstanding anything to the contrary in the Indenture, the provisions of the Indenture described below under this caption are to govern with respect to the Reserve Policy. All references to the Bond Insurer in the section of the Indenture described below under this caption shall mean the Bond Insurer in its capacity as the Reserve Fund Guaranty Provider.

On the date of issuance of the Bonds, there is to be deposited into the Reserve Fund the Reserve Policy, in satisfaction of the Reserve Requirement. Moneys in the Reserve Fund (comprised of amounts drawn on the Reserve Policy) are to be used solely for the purpose of paying the principal of and interest on the Bonds when due to the extent the moneys in the Bond Fund are insufficient for such purpose. The Trustee is to transfer moneys from the Reserve Fund to the Bond Fund (from amounts drawn on the Reserve Policy) to pay the principal of or interest on the Bonds to the extent moneys on deposit in the Bond Fund are insufficient therefor on any Scheduled Payment Date. Under no circumstances is the District obligated to replace the Reserve Policy with cash to fund the Reserve Requirement. Notwithstanding any other provision in the Indenture to the contrary, so long as the Reserve Policy is in effect and no Bond Insurer Default exists, the remaining provisions of the section of the Indenture described below under this caption will apply with respect to the Reserve Policy; provided, however, that the Bond Insurer retains its rights of reimbursement to the extent that it has previously made any payment under the Reserve Policy.

The District is required to repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Bond Insurer and together with interest thereon from the date of payment by the Bond Insurer at the Reserve Policy Late Payment Rate. "Reserve Policy Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Reserve Policy Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Bond Insurer shall specify. If the interest provisions of this paragraph result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created in the Indenture, including the electoral authorization of the Election, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party to the Indenture, be applied as additional interest for any later periods of time when amounts are outstanding under the Indenture to the extent that interest otherwise due thereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess is to be applied upon principal immediately upon receipt of such moneys by the Bond Insurer, with the same force and effect as if the District had specifically designated such extra sums to be so applied and the Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created in the Indenture exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of Reserve Policy Costs at the Reserve Policy Late Payment Rate are to commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Reserve Policy Costs related to such draw.

The District is to repay any draws under the Reserve Policy and pay all other Reserve Policy Costs required as set forth above solely from the Pledged Revenue as Pledged Revenue is available therefor in accordance with clause THIRD of the section of the Indenture described above under the caption "*— Application of Pledged Revenue; Flow of Funds.*"

Amounts in respect of Reserve Policy Costs paid to the Bond Insurer are to be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Reserve Policy Costs shall be secured by a valid lien on the Trust Estate (subject only to the priority of payment provisions set forth under the Indenture).

All cash and investments in the Reserve Fund are to be transferred to the Bond Fund for payment of debt service on the Bonds before any drawing may be made on the Reserve Policy or any other credit instrument credited to the Reserve Fund in lieu of cash (herein, a "Credit Facility"). Payment of any Reserve Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. Payment of Reserve Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. Repayment of all Reserve Policy Costs and the replenishment of the Reserve Fund shall be made on a *pari passu* basis with payments and replenishments required to be made under the

Indenture with respect to reserve funds, if any, securing any other outstanding Senior Bonds on parity with the Bonds. *For the avoidance of doubt*, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

If the District fails to pay any Reserve Policy Costs in accordance with the requirements of the Indenture as set forth above, the Bond Insurer will be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture, other than (i) acceleration of the maturity of the Bonds or (ii) remedies which would adversely affect Owners of the Bonds.

The Indenture is not to be discharged until all Reserve Policy Costs owing to the Bond Insurer have been paid in full. The District’s obligation to pay such amounts expressly survive payment in full of the Bonds.

The District is to include any Reserve Policy Costs then due and owing to the Bond Insurer in the calculation of the principal and interest on the Bonds when meeting the conditions for the issuance of Additional Bonds and in the calculation of the Required Mill Levy under the Indenture.

The Trustee is to ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of the Indenture described above under this caption and provide notice to the Bond Insurer in accordance with the terms of the Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the District with the Trustee to the Bond Fund for the Bonds more often than semi-annually, the Trustee is to give notice to the Bond Insurer of any failure of the District to make timely payment in full of such deposits within two Business Days of the date due.

The prior written consent of the Bond Insurer is a condition precedent to the deposit of any credit instrument provided in substitution of the Reserve Policy or in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary in the Indenture, amounts on deposit in the Reserve Fund are to be applied solely to the payment of debt service due on the Bonds.

Costs of Issuance Fund. The Costs of Issuance Fund is to be maintained by the Trustee. All moneys on deposit in the Costs of Issuance Fund are to be applied by the Trustee at the direction of the District in accordance with the closing memorandum prepared by the Underwriter, which summarizes the approved costs of issuance. The Trustee may rely conclusively on any such direction and is not to be required to make any independent investigation in connection therewith. Any amounts remaining in the Costs of Issuance Fund on the date that is 90 days after the date of issuance of the Bonds are to be transferred by the Trustee into the Bond Fund.

Additional Covenants and Agreements. The District further irrevocably covenants and agrees in the Indenture with each and every Owner that so long as any of the Bonds remain Outstanding:

- (a) The District is not to dissolve, merge, or otherwise alter its corporate structure in any manner or to any extent as might materially adversely affect the security provided for the payment of the Bonds, and will continue to operate and manage the District and its facilities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations; provided however, that the foregoing is not to prevent the District from dissolving pursuant to the provisions of the Special District Act.

(b) At least once a year the District will cause an audit to be performed of the records relating to its revenues and expenditures, and the District is to use its reasonable efforts to have such audit report completed no later than September 30 of the calendar year immediately succeeding the calendar year which is the subject of such audit. The foregoing covenant is to apply notwithstanding any state law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the District will cause a budget to be prepared and adopted. Copies of the budget and audit will be filed and recorded in the places, time, and manner provided by law.

(c) The District will carry general liability, public officials' 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 will protect the District and its operations.

(d) Each District official or other person having custody of any District funds or responsible for the handling of such funds, is to be bonded or insured against theft or defalcation at all times.

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

(f) In the event the Pledged Revenue and other moneys available under the Indenture for payment of the Bonds is insufficient or is anticipated to be insufficient to pay the principal of and interest on the Bonds when due, the District is to use its reasonable efforts to refinance, refund, or otherwise restructure the Bonds so as to avoid such insufficiency.

(g) The District will provide the Trustee and the Bond Insurer with written notice of the occurrence of the Conversion Date as soon as is practicable after the occurrence thereof.

(h) In the event that any Pledged Revenue is released to the District as provided in clause SIXTH under the caption "*—Application of Pledged Revenue; Flow of Funds*" above, the District will, in making its determination as to which obligations will be paid with such amounts, take into account that State law places certain restrictions upon the use of any moneys representing ad valorem property tax revenue.

Additional Bonds. After issuance of the Bonds, no Additional Bonds may be issued except in accordance with the provisions of the Indenture. Nothing in the Indenture is to affect or restrict the right of the District to issue or incur obligations which are not Additional Bonds thereunder; provided that notwithstanding the foregoing or anything therein to the contrary, the District is not to create, incur, assume, or suffer to exist any liens or encumbrances upon the ad valorem tax revenues of the District or the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

Permitted Refunding Bonds. The District may issue Additional Bonds as Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the District in its absolute discretion. See APPENDIX B hereto for the definition of Permitted Refunding Bonds.

Senior Bonds. The District may issue Additional Bonds as Senior Bonds if such issuance is consented to by the Consent Parties with respect to 51% in aggregate principal amount of the Bonds then Outstanding, provided that, with or without such consent, the District may issue additional Senior Bonds if each of the following conditions are met as of the date of issuance of such additional Senior Bonds:

- (a) no Event of Default has occurred and is then continuing, and no event has occurred which, once all notice or grace periods have passed, would constitute an Event of Default, unless such default will be cured upon the issuance of such additional Senior Bonds;
- (b) no amounts of principal or interest on the Bonds, Bond Insurer Reimbursement Amounts or Reserve Policy Costs are due but unpaid, and no amounts of principal or interest on any other Senior Bonds then outstanding (or similar costs, if applicable) are due but unpaid;
- (c) the Reserve Fund is fully funded at the Reserve Requirement; and
- (d) upon issuance of the additional Senior Bonds, the Debt to Assessed Ratio of the District will be 50% or less.

Subordinate Bonds. The District may issue additional Subordinate Bonds without the consent of or notice to any Consent Party if each of the following conditions are met as of the date of issuance of such Subordinate Bonds:

- (a) The maximum mill levy which the District promises to impose for payment of the Subordinate Bonds is not higher than the number of mills equal to the maximum Required Mill Levy as set forth in the Indenture, less the number of mills required to be imposed in connection with the Bonds and any other Senior Bonds then outstanding, and such mill levy for the payment of the Subordinate Bonds may be subject to the same adjustments as those set forth in the definition of Required Mill Levy. See “—Security for the Bonds—*Property Tax Revenues*” above.
- (b) The Subordinate Bonds are payable as to both principal and interest not more than once annually, on a date in any calendar year which is after the final due date in that calendar year on the Bonds and any other Senior Bonds.

A written certificate by the President or Treasurer of the District that the conditions set forth in the Indenture are met is to conclusively determine the right of the District to authorize, issue, sell, and deliver Additional Bonds in accordance with the Indenture.

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 constitutes an Event of Default under the Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body), and there is to be no default or Event of Default except as provided in this section of the Indenture:

- (a) Before the Unlimited Tax Receipt Date, the District fails or refuses to impose the Required Mill Levy, enforce collection of the tax revenue derived therefrom, or to apply the Pledged Revenue as required by the Indenture;
- (b) On and after the Unlimited Tax Receipt Date, the District fails to pay the principal of or interest on the Bonds when due on any Scheduled Payment Date;

(c) The District defaults in the performance or observance of any of the covenants, agreements, or conditions on the part of the District in the Indenture, other than as described in clauses (a) or (b) above under this caption, and fails to remedy the same after notice thereof pursuant to the Indenture; or

(d) The District files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THE INDENTURE, THE DISTRICT ACKNOWLEDGES AND AGREES THAT THE APPLICATION OF ANY PORTION OF THE PLEDGED REVENUE TO ANY PURPOSE OTHER THAN DEPOSIT WITH THE TRUSTEE IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE CONSTITUTES A VIOLATION OF THE TERMS OF THE INDENTURE AND A BREACH OF THE COVENANTS MADE THEREUNDER FOR THE BENEFIT OF THE OWNERS OF THE BONDS, WHICH SHALL ENTITLE THE TRUSTEE TO PURSUE, ON BEHALF OF THE OWNERS OF THE BONDS, ALL AVAILABLE ACTIONS AGAINST THE DISTRICT AT LAW OR IN EQUITY, AS MORE PARTICULARLY PROVIDED IN ARTICLE VIII OF THE INDENTURE. THE DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE APPLICATION OF PLEDGED REVENUE IN VIOLATION OF THE COVENANTS OF THE INDENTURE WILL RESULT IN IRREPARABLE HARM TO THE OWNERS OF THE BONDS. IN NO EVENT SHALL ANY PROVISION OF THE INDENTURE BE INTERPRETED TO PERMIT THE DISTRICT TO RETAIN ANY PORTION OF THE PLEDGED REVENUE.

It is acknowledged that due to the limited nature of the Pledged Revenue, prior to the Unlimited Tax Receipt Date, the failure to pay the principal of or interest on the Bonds when due does not, of itself, constitute an Event of Default under the Indenture.

Remedies on Occurrence of Event of Default. Upon the occurrence and continuance of an Event of Default, the Trustee is to have the following rights and remedies which may be pursued:

Receivership. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee is entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings, subject however, to constitutional limitations inherent in the sovereignty of the District; but notwithstanding the appointment of any receiver or other custodian, the Trustee is entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of the Indenture to, the Trustee.

Suit for Judgment. The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Special District Act, the Bonds, the Bond Resolution, the Indenture, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, is to deem appropriate.

Mandamus or Other Suit. The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

No recovery of any judgment by the Trustee is to in any manner or to any extent affect the lien of the Indenture or any rights, powers, or remedies of the Trustee under the Indenture, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners are to continue unimpaired as before.

Subject to the rights of the Bond Insurer, if an Event of Default under the Indenture of the nature described in clause (a) or (b) under the caption “—*Events of Default*” above has occurred, and if requested by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding, the Trustee will be obligated to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by Counsel, deems most expedient in the interests of the Owners, subject to the provisions of the Indenture described under the caption “—*Majority of Consent Parties May Control Proceedings*” below; provided that the Trustee at its option is to be indemnified as provided in the Indenture. For purposes of the foregoing, so long as no Bond Insurer Default exists, upon the occurrence and continuation of an Event of Default, the Bond Insurer is to be deemed the Owner of the Bonds insured by the Bond Insurance Policy.

Notwithstanding anything in the Indenture to the contrary, acceleration of the Bonds is not to be an available remedy for an Event of Default.

Majority of Consent Parties May Control Proceedings. So long as no Bond Insurer Default exists, the Bond Insurer will have the right to control and direct the enforcement of all remedies upon an Event of Default. Except as provided in the preceding sentence, the Consent Parties of 51% in aggregate principal amount of the Bonds then Outstanding will have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver, and any other proceedings thereunder; provided that such direction may not be otherwise than in accordance with the provisions of the Indenture; and provided further that at its option the Trustee shall be indemnified as provided in the Indenture.

Rights and Remedies of Owners. No Owner of any Bond is to have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder, unless: (a) a default has occurred of which the Trustee has been notified as provided in the Indenture (or of which under that section of the Indenture it is deemed to have notice), (b) such default has become an Event of Default, (c) the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding and, so long as no Bond Insurer Default exists, the Bond Insurer, have made a written request to the Trustee, have offered reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit, or proceedings in their or its own name, and have also offered to the Trustee indemnity as provided in the Indenture, and (d) the Trustee has thereafter failed or refused to exercise the powers granted in the Indenture, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy thereunder; it being understood and intended that no one or more Owners of Bonds are to have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Indenture by his, her, its, or their action, or to enforce any right thereunder except in the manner provided in the Indenture and that all proceedings at law or in equity are to be instituted, had, and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding.

Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default under the Indenture and its consequences, and is to do so upon the written request of the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding; provided however, that there is not to be waived, without the consent of the Consent Parties with respect to 100% of the Bonds then Outstanding, an Event of Default of the nature described in clause (a) or (b) under the caption “—*Events of Default*” above; and further provided, that so long as no Bond Insurer Default exists, neither the Trustee nor any other person shall waive any Event of Default without the Bond Insurer’s prior written consent. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any

such default is to have been discontinued or abandoned or determined adversely to the Trustee, then in every such case the District, the Trustee, and the Owners are to be restored to their former positions and rights under the Indenture respectively, but no such waiver or rescission is to extend to any subsequent or other default, or impair any right consequent thereon.

Supplemental Indentures Not Requiring Consent. Subject to the provisions of the Indenture, the District and the Trustee may, without the consent of or notice to the Consent Parties, enter into such Indenture amendments or indentures supplemental thereto, which amendments and supplemental indentures are to thereafter form a part thereof, for any one or more of the following purposes: (a) to cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in the Indenture, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under the Indenture, or to make any provisions for any other purpose if such provisions are necessary or desirable and do not in the opinion of Bond Counsel materially adversely affect the interests of the Owners of the Bonds; (b) to subject additional revenues, properties, or collateral to the Indenture; (c) to grant or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Owners or the Trustee; and (d) to qualify the Indenture under the Trust Indenture Act of 1939.

Supplemental Indentures Requiring Consent. Except for amendments and supplemental indentures delivered pursuant to the Indenture as described above in “—*Supplemental Indentures Not Requiring Consent*,” and subject to the other applicable provisions of the Indenture, either (A) the Consent Parties with respect to not less than 51% (or for modifications of provisions of the Indenture which require the consent of a percentage of Owners or Consent Parties higher than a majority, such higher percentage) in aggregate principal amount of the Bonds then Outstanding; or (B) the Bond Insurer, acting alone, shall have the right, from time to time, to consent to and approve the execution by the District and the Trustee of such Indenture amendments or indentures supplemental thereto as deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Indenture; provided however, that without the consent of the Consent Parties with respect to all the Outstanding Bonds affected thereby and the Bond Insurer, nothing in the Indenture permits, or is to be construed as permitting: (i) a change in the terms of the maturity of any Outstanding Bond, in the principal amount of any Outstanding Bond, in the optional or mandatory redemption provisions applicable thereto, or the rate of interest thereon; (ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due; (iii) a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or (iv) a reduction in the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners or Consent Parties is required for any such supplemental indenture.

Discharge of Lien.

Discharge of the Lien of the Indenture. If the District pays or causes to be paid to the Trustee, for the Owners of the Bonds, the principal of, premium if any, and interest to become due on the Bonds at the times and in the manner stipulated in the Indenture, and if the District keeps, performs, and observes all and singular the covenants and promises in the Bonds and in the Indenture expressed to be kept, performed, and observed by it or on its part, and if all fees and expenses of the Trustee required by the Indenture to be paid have been paid and all amounts owed to the Bonds Insurer have been paid, then the presents of the Indenture and the estate and rights thereby granted are to cease, terminate, and be void, and thereupon the Trustee is to cancel and discharge the lien of the Indenture, and execute and deliver to the District such instruments in writing as is requisite to satisfy the lien thereof, and assign and deliver to the District any property at the time subject to the lien of the Indenture which may then be in its possession, and deliver any amounts required to be paid to the District under the Indenture, except for moneys and Federal Securities held by the Trustee for the payment of the principal of, premium if any, and interest on the Bonds.

Any Bond, prior to the maturity or prior redemption thereof, will be deemed to have been paid within the meaning and with the effect expressed in the Indenture if, for the purpose of paying such Bond (i) there has been deposited with the Trustee an amount sufficient, without investment, to pay the principal of, premium if any, and interest on such Bond as the same becomes due at maturity or upon one or more designated prior redemption dates, or (ii) there has been placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be invested) to pay the principal of, premium if any, and interest on such Bond, as the same becomes due at maturity or upon one or more designated prior redemption dates. The Federal Securities in any such escrow are to not be subject to redemption or prepayment at the option of the issuer, and are to become due at or prior to the respective times on which the proceeds thereof are to 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 are to be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities is to be determined by a Certified Public Accountant.

Neither the Federal Securities, nor moneys deposited with the Trustee or placed in escrow and in trust pursuant to the Indenture, nor principal or interest payments on any such Federal Securities are to be withdrawn or used for any purpose other than, and are to be held in trust for, the payment of the principal of and interest on the Bonds; provided however, that any cash received from such principal or interest payments on such Federal Securities, if not then needed for such purpose, is to, to the extent practicable, be reinvested subject to the provisions of the Indenture in Federal Securities maturing at the times and in amounts sufficient to pay, when due, the principal of and interest on the Bonds.

Prior to the investment or reinvestment of such moneys or such Federal Securities as described above, the Trustee is to receive and may rely upon: (a) an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code, that such investment or reinvestment does not adversely affect the exclusion from gross income, for federal income tax purposes, of the interest on the Bonds; and (b) a report of a Certified Public Accountant that the moneys or Federal Securities will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds when due.

The release of the obligations of the District under the Indenture are to be without prejudice to the rights of the Trustee to be paid reasonable compensation by the District for all services rendered by it under the Indenture and all its reasonable expenses, charges, and other disbursements incurred in the administration of the trust thereby created, the exercise of its powers, and the performance of its duties under the Indenture.

The Indenture further provides that, notwithstanding the foregoing under this caption, in the event that the principal of and/or interest due on the Bonds has been paid by the Bond Insurer pursuant to the Bond Insurance Policy, such Bonds are to remain Outstanding for all purposes, are not to be deemed to be defeased or otherwise satisfied, and are not to be considered paid by the District.

Continuing Role As Bond Registrar and Paying Agent. Notwithstanding the defeasance of the Bonds prior to maturity and the discharge of the Indenture as described above, the Trustee is to continue to fulfill its obligations as bond registrar and paying agent under the Indenture until the Bonds are fully paid, satisfied, and discharged.

Discharge of Bonds on Discharge Date. Notwithstanding any other provision of the Indenture, after application on December 1, 2058 of all available Pledged Revenue (together with all amounts and earnings thereon in the funds and accounts held thereunder) to the payment of the Bonds (and any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs), the Bonds, the District's obligations under the Bond Insurance Policy and the Reserve Policy, and the lien of the Indenture securing payment thereof

will be deemed fully satisfied on the Discharge Date of December 2, 2058, and on such date the Bonds and any obligations of the District relative to any Bond Insurer Reimbursement Amounts and any Policy Costs will be discharged and the Indenture will terminate, and the estate and rights thereby granted will cease, terminate, and be void, and thereupon the Trustee is to cancel the Bonds and discharge the lien of the Indenture, and execute and deliver to the District such instruments in writing as are required to evidence the same. Upon such discharge, neither the Bond Insurer (in its respective capacities as Bond Insurer and as Reserve Policy Provider) nor the Owners will have any recourse to the District or any property of the District for the payment of any amount of principal of or interest on the Bonds or any Bond Insurer Reimbursement Amounts or Reserve Policy Costs remaining unpaid.

Select Provisions Relating to Policy and Certain Rights of the Bond Insurer. In consideration of the Bond Insurer's issuance of the Bond Insurance Policy, notwithstanding any other conflicting provisions of the Indenture, so long as no Bond Insurer Default exists, the following provisions shall apply:

The Bond Insurer will be deemed to be the sole Owner of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies, (ii) the duties and obligations of the Trustee, and (iii) any amendments, supplements, consents or waivers. In furtherance thereof and as a term of the Indenture and each Bond, each Owner of the Bonds appoints the Bond Insurer as its agent and attorney-in-fact with respect to the Bonds and agrees that the Bond Insurer may at any time during the continuation of any Insolvency Proceeding direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Bonds delegates and assigns to the Bond Insurer, to the fullest extent permitted by law, the rights of each Owner of the Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Bonds for the Bond Insurer's benefit and agrees to cooperate with the Bond Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

The Bond Insurer is a third-party beneficiary of the Indenture.

Any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

The rights granted to the Bond Insurer under the Indenture or any other Related Document to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Bond Insurer.

In addition to the other consents required pursuant to the Indenture, initiation or approval of any action which requires the consent of the Owners or Consent Parties shall require the consent of the Bond Insurer. In addition, any amendment, supplement or modification to the Indenture that adversely affects the rights or interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

BOND INSURANCE

Set forth below is a brief summary of certain information concerning the Bond Insurer and the terms of the Bond Insurance Policy. Information with respect to the Bond Insurer and the Bond Insurance Policy has been supplied to the District by the Bond Insurer. The following discussion does not purport to be complete and is qualified in its entirety by reference to the Bond Insurance Policy.

Bond Insurance Policy

Concurrently with the issuance of the Bonds, Assured Guaranty Inc. (“AG” or “Bond Insurer”) will issue its Municipal Bond Insurance Policy (the “Insurance Policy” or “Policy”) for the Bonds. The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an appendix to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, Maryland, California, Connecticut or Florida insurance law.

Assured Guaranty Inc.

AG is a Maryland domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“AGL” and together with its subsidiaries, “Assured Guaranty”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO.” AGL, through its subsidiaries, provides credit enhancement products to the U.S. and non-U.S. public finance (including infrastructure) and structured finance markets and participates in the asset management business through ownership interests in Sound Point Capital Management, LP and certain of its investment management affiliates. Only AG is obligated to pay claims under the insurance policies AG has issued, and not AGL or any of its shareholders or other affiliates.

AG’s financial strength is rated “AA” (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”), “AA+” (stable outlook) by Kroll Bond Rating Agency, Inc. (“KBRA”) and “A1” (stable outlook) by Moody’s Investors Service, Inc. (“Moody’s”). Each rating of AG should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AG in its sole discretion. In addition, the rating agencies may at any time change AG’s long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AG. AG only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AG on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Merger of Assured Guaranty Municipal Corp. Into Assured Guaranty Inc.

On August 1, 2024, Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company and an affiliate of AG (“AGM”), merged with and into AG, with AG as the surviving company (such transaction, the “Merger”). Upon the Merger, all liabilities of AGM, including insurance policies issued or assumed by AGM, became obligations of AG.

Current Financial Strength Ratings

On October 18, 2024, KBRA announced it had affirmed AG's insurance financial strength rating of "AA+" (stable outlook).

On July 10, 2024, Moody's, following Assured Guaranty's announcement of the Merger, announced that it had affirmed AG's insurance financial strength rating of "A1" (stable outlook).

On May 28, 2024, S&P announced it had affirmed AG's financial strength rating of "AA" (stable outlook). On August 1, 2024, S&P stated that following the Merger, there is no change in AG's financial strength rating of "AA" (stable outlook).

AG can give no assurance as to any further ratings action that S&P, Moody's and/or KBRA may take. For more information regarding AG's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Capitalization of AG

At December 31, 2024:

- The policyholders' surplus of AG was approximately \$3,524 million.
- The contingency reserve of AG was approximately \$1,392 million.
- The net unearned premium reserves and net deferred ceding commission income of AG and its subsidiaries (as described below) were approximately \$2,424 million. Such amount includes (i) 100% of the net unearned premium reserve and net deferred ceding commission income of AG and (ii) the net unearned premium reserves and net deferred ceding commissions of AG's wholly owned subsidiary Assured Guaranty UK Limited ("AGUK"), and its 99.9999% owned subsidiary Assured Guaranty (Europe) SA ("AGE").

The policyholders' surplus, contingency reserve, and net unearned premium reserves and net deferred ceding commission income of AG were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGUK and AGE were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the Securities and Exchange Commission (the "SEC") on February 28, 2025 that relate to AG are incorporated by reference into this Official Statement and shall be deemed to be a part hereof.

All information relating to AG included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Inc.: 1633 Broadway, New York, New York 10019, Attention:

Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AG included herein under the caption "BOND INSURANCE—Assured Guaranty Inc." or included in a document incorporated by reference herein (collectively, the "AG Information") shall be modified or superseded to the extent that any subsequently included AG Information (either directly or through incorporation by reference) modifies or supersedes such previously included AG Information. Any AG Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AG makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AG has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AG supplied by AG and presented under the heading "BOND INSURANCE."

USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS

Application of Bond Proceeds

General. Proceeds from the sale of the Bonds will be used for the purposes of: (a) providing funds to refund the Refunded Bonds; (b) paying or reimbursing costs of Public Improvements; (c) funding the Reserve Fund in the amount of the Reserve Requirement (including paying the premium for the Reserve Policy to the Reserve Fund Guaranty Provider); (d) paying the premium for the Bond Insurance Policy to the Bond Insurer; and (e) paying other costs incurred in connection with the issuance of the Bonds.

The Refunding Project. A portion of the proceeds from the Bonds will be deposited (the "Refunding Escrow Deposit") in an escrow account ("Escrow Account") to be held by UMB Bank, n.a., Denver, Colorado, as escrow agent ("Escrow Agent") under an Escrow Agreement by and among the District, the Escrow Agent and the Refunded Bonds Trustee (the "Escrow Agreement"). The Escrow Agent will credit the Refunding Escrow Deposit to the Escrow Account and, after tolling of the notice period following the notice of redemption given by the Refunded Bonds Trustee to the holders of the District's (i) General Obligation (Limited Tax Convertible To Unlimited Tax) Bonds, Series 2019A, originally issued in the aggregate principal amount of \$3,935,000 and presently outstanding in the aggregate principal amount of \$3,850,000 (the "2019A Prior Bonds"); and (ii) Subordinate Limited Tax General Obligation Bonds, Series 2019B, originally issued and presently outstanding in the aggregate principal amount of \$628,000 (the "2019B Prior Bonds" and, together with the 2019A Prior Bonds, the "Refunded Bonds"), the Escrow Agent will release the funds in the Escrow Account to the Refunded Bonds Trustee, and the Refunded Bonds Trustee will use such funds to redeem, pay and cancel the Refunded Bonds on the redemption date.

The 2019A Prior Bonds bear interest at the rate of 5.00% per annum, and are subject to redemption, at the option of the District, on September 1, 2024 and on any day thereafter (until September 1, 2025, on which date the redemption price shall change) at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, together with a redemption premium equal to 3.00% of the principal so redeemed.

The 2019B Prior Bonds bear interest at the rate of 7.750% per annum, and are subject to redemption, at the option of the District, on September 1, 2024 and on any day thereafter (until September 1, 2025, on which date the redemption price shall change) at a redemption price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, together with a redemption premium equal to 3.00% of the principal so redeemed.

Estimated Sources and Uses of Funds. The estimated uses of the proceeds of the Bonds are as follows:

Sources:

Bonds Par Amount.....	\$5,175,000.00
Net Original Issue Premium	7,166.85
Other Sources of Funds ¹	<u>680,775.79</u>
Total.....	<u>\$5,862,942.64</u>

Uses:

Deposit to Project Fund	\$ 452,038.35
Refunding Escrow Deposit.....	5,008,939.90
Costs of issuance, including underwriting discount, ² Bond Insurance Policy premium, Reserve Policy premium, rating fees and contingency.....	<u>401,964.39</u>
Total.....	<u>\$5,862,942.64</u>

¹ Reflects amounts held by the District in the funds and accounts relating to the Refunded Bonds.

² See "MISCELLANEOUS—Underwriting."

Source: The Underwriter

[Remainder of Page Intentionally Left Blank]

Debt Service Requirements

Set forth in the following table are the debt service requirements for the Bonds.

TABLE I
Debt Service Requirements ¹

Year	Principal	Interest	Annual Total
2025	\$ 120,000	\$ 167,784	\$ 287,784
2026	60,000	241,550	301,550
2027	60,000	238,550	298,550
2028	70,000	235,550	305,550
2029	75,000	232,050	307,050
2030	85,000	228,300	313,300
2031	85,000	224,050	309,050
2032	100,000	219,800	319,800
2033	105,000	214,800	319,800
2034	115,000	209,550	324,550
2035	120,000	203,800	323,800
2036	135,000	197,800	332,800
2037	140,000	192,400	332,400
2038	150,000	186,800	336,800
2039	155,000	180,800	335,800
2040	170,000	174,600	344,600
2041	175,000	167,800	342,800
2042	185,000	158,613	343,613
2043	195,000	148,900	343,900
2044	205,000	138,663	343,663
2045	215,000	127,900	342,900
2046	225,000	116,613	341,613
2047	235,000	105,925	340,925
2048	245,000	94,762	339,762
2049	260,000	83,125	343,125
2050	270,000	70,775	340,775
2051	285,000	57,950	342,950
2052	300,000	44,412	344,412
2053	310,000	30,162	340,162
2054	<u>325,000</u>	<u>15,437</u>	<u>340,437</u>
Total	<u>\$5,175,000</u>	<u>\$4,709,221</u>	<u>\$9,884,221</u>

¹ Assumes no optional redemptions prior to maturity. Figures have been rounded and columns may not total.
Source: The Underwriter

THE DISTRICT

Organization and Description

The District is a quasi-municipal corporation and political subdivision of the State created pursuant to the Special District Act for the purpose of financing and constructing water, sanitation/storm sewer, street, safety protection, parks and recreation, transportation, limited television relay and translation facilities, mosquito control and limited fire protection services within and without the boundaries of the District (collectively, the “Public Improvements”). All Public Improvements have been completed and dedicated to the City for ongoing ownership, operations and maintenance. The District does not own or operate any Public Improvements.

The District was created pursuant to a Service Plan dated January 25, 2018, which was approved by the City Council pursuant to Resolution C.D. No. 2018-036, passed and adopted on February 27, 2018. The District was formed to serve the Riverdale Ranch master planned community located generally in the eastern central portion of the City. Property within the District was developed as an entirely residential community and includes 167 residential units. The District’s current acreage is 31.19 acres. See “—Development Within the District” below.

The creation of the District was approved by the eligible electors of such District voting at the election held May 8, 2018 (as previously defined, the “2018 Election”). Following the 2018 Election and approval of the Service Plan, the District was formally organized pursuant to an Order and Decree Organizing the Riverdale Ranch Metropolitan District, Issuance of Certificates of Election for Directors, and Release of Bond entered by the District Court, Adams County, Colorado on May 21, 2018 and recorded with the County Clerk and Recorder on June 11, 2018 at Reception No. 2018000047062.

The District operates in accordance with the Special District Act, subject to the limitations of the Service Plan. The District was created for the purpose of financing and constructing water, sanitation/storm sewer, street, safety protection, parks and recreation, transportation, limited television relay and translation facilities, mosquito control and limited fire protection services within and without the boundaries of the District (collectively, the “Public Improvements”), subject to the limitations of the Service Plan. See “—Service Plan Authorizations and Limitations” below.

The District has a current estimated population of 480, based upon 167 occupied homes in the District and an assumed population of 2.87 persons per household (based on household estimates for the City prepared by the State Demography Office). See “—Development Within the District” below.

According to the County Assessor, the 2024 certified assessed valuation for the District is \$5,406,170. See “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes” and “—Ad Valorem Property Tax Data.”

District Powers

The rights, powers, privileges, authorities, functions and duties of the District are established by the laws of the State, particularly the Special District Act. The powers of the District are, however, limited both by the provisions of its Service Plan and its electoral authorization. See “—Service Plan Authorizations and Limitations” below.

Generally, pursuant to the Special District Act, the District has the power to have a perpetual existence; to have and use a corporate seal; to enter into contracts and agreements; to sue and be sued and to be a party to suits, actions and proceedings; to borrow money and incur indebtedness and to issue bonds;

to acquire, dispose of and encumber real and personal property, and any interest therein; to have the management, control and supervision of all the business and affairs of the District and all construction, installation, operation, and maintenance of improvements; to appoint, hire and retain agents, employees, engineers and attorneys; to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the District; to furnish services and facilities within and without the boundaries of the District and to establish fees, rates, tolls, penalties or charges for such services and facilities; to accept real and personal property for use of the District and to accept gifts and conveyances made to the District; to adopt, amend and enforce bylaws and rules and regulations not in conflict with the Constitution of the State for carrying on the business, objects, and affairs of the Board; to enter into contracts with public utilities, cooperative electric associations, and municipalities for the purpose of providing street lighting service; to erect and maintain, in providing safety protection services, traffic and safety controls and devices on streets and highways; and to have and exercise all rights and powers necessary in, incidental to or implied from the specific powers granted to the District. As permitted by the Service Plan, the District also has the power to provide covenant enforcement and safety services.

The District also has the power, subject to constitutional, statutory, and Service Plan limitations, to certify a levy for the collection of ad valorem taxes against all taxable property of the District. See “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Taxes.”

Inclusion and Exclusion of Property. Subject to compliance with statutory procedures and the Service Plan (with respect to inclusions), the Board may order the inclusion or exclusion of real property to or from the District, as the case may be, thereby modifying the boundaries of the District. Such included or excluded property becomes or remains obligated to the same extent as all other property within the District for the payment of then-outstanding District indebtedness and subsequent refundings thereof. Boundary changes resulting from property included into or excluded from the District prior to the first day of May of each year are reflected in the District’s assessed valuation and are subject to the ad valorem property tax levy of the District for that assessment year. With a certain statutory exception, inclusions or exclusions that occur after May 1 are considered in the following assessment year. ***It is not expected that any additional property will be included or excluded with respect to the District.***

Dissolution of the District. The Special District Act allows a special district board of directors to file a dissolution petition with a district court. The district court must approve the petition if the special district’s plan for dissolution meets certain requirements, generally regarding the continued provision of services to residents and the payment of outstanding debt. Dissolution may also be approved by the special district’s voters unless the special district lies wholly within the corporate limits of a municipality, the special district has no financial obligations or outstanding bonds, and if the special district board of directors and the governing body of the municipality consent to the dissolution. ***If the special district has debt outstanding, the district may continue to exist for only the limited purpose of levying its debt service mill levy and discharging the indebtedness.*** Pursuant to the Service Plan, upon an independent determination of the City Council that the purposes for which a District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. See also “—Service Plan Authorizations and Limitations” below.

Service Plan Authorizations and Limitations

Service Plan Debt Limit. The Service Plan defines “Debt” as bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect fee revenue, all as more particularly defined in the Service Plan, and is limited therein to an amount not to exceed \$10,500,000 (as previously defined, the “Service Plan Debt Limit”). In addition to the limitations of the Service Plan, the District may only issue indebtedness in accordance with the voted authorization obtained pursuant to the 2018 Election. According to the District, after issuance of the Bonds, the Bonds will constitute the District’s only outstanding indebtedness.

Maximum Debt Mill Levy; Adjustments for Changes in Law. The Service Plan also imposes a limit on the mill levy that can be imposed by the District on taxable property within the District for the payment of Debt. Specifically, the Service Plan provides that until such time as the aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, the maximum number of mills that the District may levy for payment of its Debt is 50 mills.

The Service Plan further provides, however, that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law after January 1, 2004, such mill levy limitation 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 revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. The Service Plan states that, 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.

Conversion to Unlimited Tax. The Service Plan provides that at such time as the total amount of District Debt is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed for repayment of such Debt is not subject to the limitations of the Service Plan governing the District's debt service mill levy and, as a result, the mill levy to be imposed for payment of such Debt may be such amount as is necessary to pay the debt service on such Debt, ***without limitation of rate***. In addition, once Debt has been determined to be payable from an unlimited mill levy, the Service Plan provides that such Debt is to remain secured by an unlimited mill levy regardless of any subsequent changes in the Debt to assessed ratio of the applicable District.

Maximum Debt Mill Levy Imposition Term. Under the Service Plan, the District cannot impose a Debt service mill levy for more than 40 years after the year of the initial imposition of such Debt service mill levy unless a majority of the Board are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings. The foregoing has not occurred and therefore the debt service mill levy imposed for payment of the Bonds is subject to such 40-year limitation. The initial year of imposition by the District of a debt service mill levy was tax levy year 2018 (for collection in 2019); accordingly, the District may not impose a debt service mill beyond tax levy year 2057, for collection in 2058.

Modification of Service Plan. The limitations of the Service Plan may be modified or amended only with the approval of the City and as otherwise provided in the Special District Act. See "DEBT STRUCTURE—General Obligation Debt—Elections" and "—Service Plan Debt Limit."

The Service Plan requires that the following statement be included in this Official Statement:

By acceptance of a Bond, the Owner of such Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on such Bond contained therein, in the resolution of the District authorizing the issuance of the Bond, and in the Service Plan for creation of the District.

Governing Board

The District is governed by a board of directors (as previously defined, the "Board") which, pursuant to State law, are to consist of a minimum of five board members and a maximum of seven members. The members must be eligible electors of the applicable district as defined by State law and are elected to alternating four-year terms of office at successive biennial elections in odd years. Vacancies on

the Board are filled by appointment of the remaining directors, the appointee to serve until the next regular election, at which time the vacancy is filled by election for any remaining unexpired portion of the term. Pursuant to statute, with certain exceptions, no nonjudicial elected official of any political subdivision of the State can serve more than two consecutive terms in office; however, such term limitation may be lengthened, shortened or eliminated pursuant to voter approval. At the 2018 Election, the eligible voters of the District voted to waive the statutory term limits, and therefore the District's directors are not subject to such limitations.

The directors hold regular meetings and special meetings as needed. Each director is entitled to one vote on all questions before the Board when a quorum is present. Current directors may receive a maximum compensation of \$2,400 per year, not to exceed \$100 per meeting attended. With the exception of this compensation, directors may not receive compensation from the District as employees of the District. Currently, members of the Board have each elected to forego compensation for attending Board meetings. The present directors, their positions on the Board, principal occupations, and terms are as follows:

Board of Directors

Name	Office	Occupation	Years of Service	Term Expires (May)
Kacey M. Funari	President	Chief Financial Officer of Boulder Creek	6	2025
Steven A. Erickson	Secretary	Director and General Counsel to Boulder Creek	6	2025
Michael J. Gay	Treasurer	Resident	2	2027
Vacant ¹				2027
Vacant ¹				2027

¹ According to District officials, the District will consider appointing qualified individuals to fill the vacant seats on a rolling basis, as such individuals express an interest in serving as a Director.

Pursuant to State law, directors are required to disclose to the Colorado Secretary of State and the Board potential conflicts of interest or personal or private interests which are proposed or pending before the Board. Additionally, no contract for work or material including a contract for services, regardless of the amount, is to be entered into between the District and a Board member, or between the District and the owner of 25% or more of the territory within the District, unless a notice has been published for bids and such Board member or owner submits the lowest responsible and responsive bid. According to disclosure statements filed with the Secretary of State and the District by directors prior to taking any official action relating to the Bonds, Director Funari and Director Erickson have disclosed potential or existing financial, personal or private interests relating to the issuance or delivery of the Bonds or the expenditure of the proceeds thereof because of their formal or informal business relationships with Boulder Creek, the developer of Riverdale Ranch.

Administration

The Board is responsible for the overall management and administration of the affairs of the District. The District has no employees. The District is represented by White Bear Ankele Tanaka & Waldron, Professional Corporation, Centennial, Colorado, as general counsel. Simmons & Wheeler, P.C., Englewood, Colorado, serves as the District's accountant. The District has engaged Fiscal Focus Partners, LLC, Greenwood Village, Colorado to serve as its auditor.

Material Agreements of the District

The Special District Act authorizes the District to enter into agreements and contracts affecting their affairs. According to the District's general counsel, the District is not a party to any agreements which materially affect the District's financial status or operations, other than the City IGA described below, a copy of which is available from the District as provided in "INTRODUCTION—Additional Information." The descriptions of the Facilities Funding Agreement and the Operations Funding Agreement below are for informational purposes only, inasmuch as both agreements are no longer in effect.

City IGA. The District and the City entered into an Intergovernmental Agreement dated as of August 22, 2018 (the "City IGA") which, among other things, restates provisions of the Service Plan regarding the limitations on the District's exercise of powers. The City IGA generally functions as a contractual obligation of the District to abide by the limitations imposed on it by the City in the Service Plan.

Prior Facilities Funding Agreement. On October 4, 2018, the District entered into a Funding, Acquisition and Reimbursement Agreement (Capital) (the "Facilities Funding Agreement") with Boulder Creek pursuant to which Boulder Creek agreed to advance funds ("Developer Advances") to and/or on behalf of the District for costs incurred or to be incurred by the District related to the installation, construction, operation, maintenance, repair and replacement of infrastructure, engineering, architectural, surveying, construction planning, construction management, and related legal, accounting and other professional services, in order for the District to provide the public infrastructure contemplated under the Service Plan and the Special District Act, within and without the boundaries of the District, and the District agreed to repay the Developer Advances, subject to the terms and conditions therein.

The Facilities Funding Agreement terminated by its terms on December 31, 2021; however, the parties thereto agreed that the District would remain obligated to repay the Developer Advances to Boulder Creek. As of March 27, 2025, the amount of \$452,038.35 (including both principal and interest) remains outstanding under the Facilities Funding Agreement.

A portion of the proceeds of the Bonds in the foregoing amount is to be deposited in the Project Fund held by the Trustee under the Indenture, and the District expects to requisition such amount for the purpose of paying and reimbursing Boulder Creek for all amounts due under the Facilities Funding Agreement.

Accordingly, following the issuance of the Bonds, no amounts will be outstanding under the Facilities Funding Agreement.

Prior Operations Funding Agreement. On October 4, 2018, the District entered into an Administrative, Operations and Maintenance Advance and Reimbursement Agreement with Boulder Creek (the "Operations Funding Agreement") pursuant to which Boulder Creek agreed to advance funds to the District from time to time in order for the District to pay its ongoing operations and maintenance expenses. The Operations Funding Agreement set forth the rights, obligations and procedures for Boulder Creek to advance funds to the District to pay such operating costs, and for the District to reimburse Boulder Creek for such advances.

The Operations Funding Agreement terminated by its terms on December 31, 2021; however, at the time of such termination, the parties thereto agreed that the District would remain obligated to reimburse Boulder Creek for advances made thereunder, subject to the availability of the District of legally available revenue. Effective as of March 27, 2025, \$99,225.93 (\$71,834.71 in principal and \$27,391.22 in interest) was outstanding under the Operations Funding Agreement; *however*, in connection with the closing of the Bonds, Boulder Creek has executed an Agreement Regarding Waiver of Principal and Interest Due and Owing Under the Administrative, Operations and Maintenance Advance and Reimbursement, dated March 13, 2025, pursuant to which Boulder Creek forgave such amounts, waived all claims to reimbursement from the District, and released the District from all obligations to repay any advances to Boulder Creek under the Operations Funding Agreement. Accordingly, no amounts are outstanding under the Operations Funding Agreement as of March 13, 2025.

Development Within the District

The property within the District was developed by Boulder Creek Riverdale Ranch LLC, a Colorado limited liability company (as previously defined, “Boulder Creek”), as an entirely residential community on approximately 31.19 acres. The Public Improvements necessary to serve and support the District were completed in 2020 and have been dedicated to the City for ongoing ownership, operation and maintenance. The District does not own, operate or maintain any improvements. Full build-out of all 167 residences in the District was completed in 2022.

The Development is located entirely within the boundaries of the District. The Development consists of a total of 167 residential units, comprised of 71 single-family detached homes and 96 single-family attached homes (formatted as 48 paired homes). The Development includes six pocket parks throughout the residential community that offer views to the east and northeast from vantage points within the parks. The pocket parks also include small playgrounds, benches, a community garden area, gazebo and landscaped greenspace areas. There are also pedestrian trails within the Development connecting the pocket parks and a regional trail system that runs along Brantner Gulch open space. A direct multi-use concrete path connects the residential community to the Brantner Gulch trail system and adjacent areas via a pedestrian bridge.

Amenities near the Development include the Adams County Fair and Regional Park Complex and the Riverdale Dunes and Riverdale Knolls golf courses, all of which are located approximately one mile east of the outer eastern boundary of the District.

Other Services Available Within the District

Residents of the District are provided a wide range of services by various entities other than the District. The City provides water, sewer and police protection and North Metro Fire Protection District provides fire protection. Natural gas and electrical service are provided by Xcel Energy. The District is served by Brighton School District 27J.

DISTRICT FINANCIAL INFORMATION

The Bonds are payable from, among other sources, revenues resulting from certain ad valorem property taxes imposed by the District resulting from the imposition of the Required Mill Levy. Certain information pertaining to such ad valorem property taxes and other Pledged Revenue as well as other financial information of the District is set forth below. Not all ad valorem property taxes and fees that are or may be imposed by the District as described herein are pledged to the payment of the Bonds. For a complete description of revenues pledged to the payment of the Bonds, see “THE BONDS—Security for the Bonds.”

Ad Valorem Property Taxes

The District’s Board has the power, subject to constitutional and statutory guidelines, to certify a levy for collection of ad valorem taxes against all taxable property within the District. Property taxes are uniformly levied against the assessed valuation of all taxable property within the District. The property subject to taxation, the assessment of such property, and the property tax procedure and collections are discussed below. The District’s ability to impose ad valorem property taxes is subject to, among other limitations, the limitations set forth in the Service Plan. See “THE DISTRICT—Service Plan Authorizations and Limitations.”

Reimbursed Property Tax Reduction for Senior Citizens, Disabled Veterans, and Surviving Spouses. Article X, Section 3.5 of the State Constitution grants a property tax reduction to qualified senior citizens, qualified disabled veterans and qualified surviving spouses of US armed forces service members who died in the line of duty or veterans whose death resulted from a service-related injury or disease. Generally, the reduction (a) reduces property taxes for qualified senior citizens and qualified disabled veterans by exempting 50% of the first \$200,000 of actual value of residential property from property taxation; (b) requires that the State reimburse all local governments for any decrease in property tax revenue resulting from the reduction; and (c) excludes the State reimbursement to local governments from the revenue and spending limits established under Article X, Section 20 of the State Constitution. In addition, for property tax years 2025 and 2026, the assessed value of owner-occupied senior primary residences for those who have previously qualified for the existing senior homestead exemption but are currently ineligible is reduced with the State reimbursing local governments for any decrease in property tax revenue resulting from the reduction.

Property Subject to Taxation. Both real and personal property located within the boundaries of the District, unless exempt, are subject to taxation by the District. Exempt property generally includes property of the United States of America; property of the State and its political subdivisions; public libraries; public school property; charitable property; religious property; irrigation ditches, canals and flumes; household furnishings; personal effects; intangible personal property; inventories of merchandise and materials and supplies which are held for consumption by a business or are held primarily for sale; livestock; agricultural and livestock products; agricultural equipment which is used on the farm or ranch in the production of agricultural products; and nonprofit cemeteries.

Assessment of Property. All taxable property is listed, appraised and valued for assessment as of January 1 of each year by the county assessor. The “actual” value, with certain exceptions, is determined by the county assessor annually based on a biennially recalculated “level of value” set on January 1 of each odd-numbered year. The “level of value” is ascertained for each two-year reassessment period from manuals and associated data prepared and published by the State property tax administrator for the eighteen-month period ending on the June 30 immediately prior to the beginning of each two-year reassessment period. For example, “actual” values for the 2023 levy/2024 collection year are based on market data obtained from the period January 1, 2021–June 30, 2022. “Level of value” calculation does not change for even-numbered years. The classes of property the “actual” value of which is not determined

by a level of value include oil and gas leaseholds and lands, producing mines and other lands producing nonmetallic minerals.

The assessed value of taxable property is then determined by multiplying the “actual” value (determined as described in the immediately preceding paragraph) times an assessment ratio.

Gallagher Amendment Repeal. The assessment ratio of residential property previously changed from year to year based on a constitutionally mandated requirement to keep the ratio of the assessed value of commercial property to residential property at the same level as it was in the assessment year commencing January 1, 1985 (the “Gallagher Amendment”). The Gallagher Amendment required that statewide residential assessed values be approximately 45% of the total assessed value in the State with commercial and other assessed values making up the other 55% of the assessed values in the State. In order to maintain this 45% to 55% ratio, the commercial assessment rate was established at 29% of the actual value of commercial property (including vacant land and undeveloped lots) and the residential assessment rate fluctuated. The residential assessment ratio (which is a percentage of the “actual” value of property as determined by the county assessor) had been 7.96% since the 2003 assessment year; however, the residential rate changed to 7.20% for assessment years 2017 and 2018 (collection years 2018 and 2019) and further reduced to 7.15% for assessment years 2019 and 2020 (collection years 2020 and 2021).

In 2020, voters in Colorado approved a constitutional amendment to repeal the Gallagher Amendment (the “Gallagher Amendment Repeal”). As a result, assessment ratios are frozen at their current levels until the next assessment year for which the Colorado General Assembly adjusts one or more of the assessment ratios. The Gallagher Amendment Repeal still permits the Colorado General Assembly to adjust any assessment ratio in a downward fashion but no longer obligates a downward residential assessment ratio (an upward adjustment may require a state-wide vote under the State Constitution).

Property Tax Legislation. Since the passage of the Gallagher Amendment Repeal in 2020, the Colorado General Assembly has proposed or passed several pieces of property tax legislation which, among other things, created new property classes and adjusted the assessment ratios for various property classes. Among such legislation is Senate Bill 22-238 (signed into law in May 2022); Senate Bill 23B-001 (signed into law in November 2023); Senate Bill 24-233 (signed into law in May 2024); and House Bill 24B-001 (signed into law in September 2024).

[Remainder of Page Intentionally Left Blank]

The table below consolidates the current results of the property tax legislation enacted by the Colorado legislature to date to the extent it relates to the assessment ratios for residential and commercial property classes in the State for the years noted below, and the actual value adjustments required by such legislation.

	2022	2023		2024		2025		2026		2027 and Future Years	
Type of Property	2022 Assessment Rate	2023 Assessment Rate	2023 Actual Value Adjust ment	2024 Assessment Rate	2024 Actual Value Adjust ment	2025 Assessment Rate ¹	2025 Actual Value Adjust ment	2026 Assessment Rate ¹	2026 Actual Value Adjust ment	Assess ment Rate ¹	Actual Value Adjust ment
Residential											
Multi-Family	6.8%	6.7%	-\$55,000	6.7%	-\$55,000	6.15% (growth rate > 5%) ²	-- ³	6.7% (growth rate > 5%) ²	- lesser of 10% of actual value or \$70,000 ^{3, 4}	6.7% (growth rate > 5%) ²	- lesser of 10% of actual value or \$70,000 ^{3, 4}
						6.25% (growth rate ≤ 5%) ²		6.8% (growth rate ≤ 5%) ²		6.8% (growth rate ≤ 5%) ²	
All Other Residential	6.95%	6.7%	-\$55,000	6.7%	-\$55,000	6.15% (growth rate > 5%) ²	-- ³	6.7% (growth rate > 5%) ²	- lesser of 10% of actual value or \$70,000 ^{3, 4}	6.7% (growth rate > 5%) ²	- lesser of 10% of actual value or \$70,000 ^{3, 4}
						6.25% (growth rate ≤ 5%) ²		6.8% (growth rate ≤ 5%) ²		6.8% (growth rate ≤ 5%) ²	
Non-Residential											
Lodging	29%	27.9%	-\$30,000	27.9%	-\$30,000	27%	--	25%	--	25%	--
Renewable Energy	26.4%	26.4%	--	26.4%	--	27%	--	26%	--	25%	--
Agricultural	26.4%	26.4%	--	26.4%	--	27%	--	25%	--	25%	--
Vacant Land	29%	27.9%	--	27.9%	--	27%	--	26%	--	25%	--
Commercial	29%	27.9%	-\$30,000	27.9%	-\$30,000	27%	--	25%	--	25%	--
Industrial	29%	27.9%	--	27.9%	--	27%	--	26%	--	25%	--
<div>¹ This table reflects the residential assessment rate for purposes of a mill levy imposed by a local governmental entity only. Legislation passed in 2024 created different residential assessment rates for purposes of a mill levy imposed by a school district.</div> <div>² The applicable residential ratio for 2025 and 2026 will be determined by a statewide actual growth rate.</div> <div>³ For property tax years 2025-2026, if there are sufficient excess state revenues, the valuation for assessment for qualified senior primary residential real property is reduced. See “—Reimbursed Property Tax Reduction for Senior Citizens, Disabled Veterans, and Surviving Spouses” above.</div> <div>⁴ The amount of \$70,000 is to be increased for inflation in the first year of each subsequent reassessment cycle.</div>											

Certain local governments are eligible for reimbursement for reductions in property tax revenue resulting from the temporary reductions in the assessment rates described in the table above. However, because the District is required to adjust its Required Mill Levy in the event of changes in the method of calculating assessed valuation, as described herein, it is not anticipated that the District will have a reduction in property tax revenue from the above-described changes in assessment rates.

Property Tax Limit. In addition to the above-described assessment ratios, as a result of the recently enacted property tax legislation local governments are also subject to an annual limit (the “Property Tax Limit”) on property tax revenue for a given property tax year (the “Qualified Property Tax Revenue”). To prevent the Qualified Property Tax Revenue from exceeding the Property Tax Limit, the local governmental entity is required to either (a) enact a temporary property tax credit or (b) temporarily reduce the mill levy imposed by the local governmental entity. In the event the local governmental entity does not comply with either (a) or (b), then it is required to refund any Qualified Property Tax Revenue in excess of the Property Tax Limit.

The Property Tax Limit is generally calculated as the Base Amount of the Qualified Property Tax Revenue increased by the total of the Growth Rate Percentage and then increased by the Carryover Amount. The “Base Amount” means the amount of Qualified Property Tax Revenue collected and lawfully retained from whichever property tax year in a previous reassessment cycle was the property tax year for which the District collected and lawfully retained the most property tax revenue. “Carryover Amount” generally means the difference between the Base Amount that was applicable for the most recent reassessment cycle increased by the Growth Rate Percentage for that reassessment cycle, and the Qualified Property Tax Revenue from the year with the greatest Qualified Property Tax Revenue from the most recent reassessment cycle. “Growth Rate Percentage” means 5.25% multiplied by the number of property tax years in the current reassessment cycle.

Qualified Property Tax Revenue is exclusive of property tax revenue from certain sources, including, among other things, new construction, annexed property, revenue attributable to the expiration of a tax increment financing area, revenue from producing mines or lands or leaseholds producing oil or gas, revenue for the payment of bonds or other contractual obligations that have both been approved by a majority of the local governmental entity’s voters voting thereon and are outstanding as of November 5, 2024, revenue for the payment of bonds and other contractual obligations issued in accordance with existing voted authorization of a local governmental entity approved by a majority of the local governmental entity’s voters voting thereon as of November 5, 2024, revenue attributable to specific ownership taxes, and revenue attributable to new mills approved by voters in an election occurring on or after November 5, 2024.

The legislation enacting the Property Tax Limit stated that none of its provisions impair the existing voted authorization of a local governmental entity approved by a majority of its voters voting thereon in accordance with section 20 of article X of the Colorado constitution as of November 5, 2024 or impair the obligations of any bonds or other forms of indebtedness that are outstanding as of November 5, 2024 or the refunding thereof. Accordingly, the District’s prior voted authorization is not impaired nor is its ability to issue refunding bonds, including its authorization to issue general obligation debt, such as the Bonds, to impose a property tax mill levy to pay the same and to retain all revenues received by the District notwithstanding the revenue limitations imposed by Section 29-1-303 C.R.S. and TABOR. See “—Constitutional Amendment Limiting Taxes and Spending” below for a discussion of the revenue limitations of TABOR. A local governmental entity’s governing body is authorized to submit to the local governmental entity’s electors the question of whether the entity may waive the Property Tax Limit for a single property tax year, a specified number of property tax years, or all future property tax years.

The Bonds are being issued in accordance with existing voted authorization of the District, as described in “DEBT STRUCTURE—General Obligation Debt—*Voter Authorized but Unissued Debt.*” Accordingly, it is anticipated that repayment of the Bonds will not be subject to the Property Tax Limit and that the property tax revenue generated from the Required Mill Levy will not be included in the calculation of the Property Tax Limit. However, property tax revenue produced by the District’s operations mill levy may be included in the Property Tax Limit unless the District obtains subsequent voter approval to waive the Property Tax Limit.

Assessment Appeals. Beginning in May of each year, each county assessor hears taxpayers’ objections to property valuations, and the county board of equalization hears assessment appeals. The assessor is required to complete the assessment roll of all taxable property no later than August 25 each year. The abstract of assessment prepared therefrom is reviewed by the State property tax administrator. Assessments are also subject to review at various stages by the State board of equalization, the State board of assessment appeals and the State courts. Therefore, the District’s assessed valuation may be subject to modification as a result of the review of such entities. In the instance of the erroneous levy of taxes, an abatement or refund must be authorized by the board of county commissioners. In no case will an abatement or refund of taxes be made unless a petition for abatement or refund is filed within two years after January 1 of the year following the year in which the taxes were levied. Refunded or abated taxes are prorated among all taxing jurisdictions which levied a tax against the property.

Taxation Procedure. The assessed valuation and statutory “actual” valuation of taxable property within the District is required to be certified by the County Assessor to the District no later than August 25 each year. Such value is subject to recertification by the County Assessor prior to December 10. The Board then determines a rate of levy which, when levied upon such certified assessed valuation, and together with other legally available revenues, will raise the amount required annually by the District for its General Fund to defray its expenditures during the ensuing fiscal year. In determining the rate of levy, the Board must take into consideration the limitations on certain increases in property tax revenues as described in “—Constitutional Amendment Limiting Taxes and Spending” and “—Budget and Appropriation Procedure” below. The Board of the District must certify the District’s levy to the County no later than December 15.

Upon receipt of the tax levy certification of the District and other taxing entities within the County, the Board of County Commissioners levies against the assessed valuation of all taxable property within the County the applicable property taxes. Such levies are certified by the Board of County Commissioners to the County Assessor, who thereupon delivers the tax list and warrant to the County Treasurer for the collection of taxes.

Property Tax Collections. Taxes levied in one year are collected in the succeeding year. Taxes certified in 2024, for example, are being collected in 2025. Taxes are due on January 1 in the year of collection; however, they may be paid in either one installment (not later than the last day of April) or two equal installments (not later than the last day of February and June 15) without interest or penalty. Taxes which are not paid within the prescribed time bear interest at the rate of 1% per month until paid. Unpaid amounts become delinquent, and interest thereon will accrue from March 1 (with respect to the first installment) and June 16 (with respect to the second installment) until the date of payment, provided that if the full amount of taxes is to be paid in a single payment, such amount will become delinquent on May 1 and will accrue interest thereon from such date until paid. The county treasurer collects current and delinquent property taxes, as well as any interest, penalties, and other requirements and remits the amounts collected on behalf of the District to the County on a monthly basis.

All taxes levied on real and personal property, together with any interest and penalties prescribed by law, as well as other costs of collection, until paid, constitute a perpetual lien on and against the taxed property. Such lien is on parity with the liens of other general taxes. It is the county treasurer's duty to enforce the collection of delinquent real property taxes by sale of the tax lien on such realty in December of the collection year and of delinquent personal property taxes by the distraint, seizure and sale of such property at any time after October 1 of the collection year. There can be no assurance, however, that the value of taxes, penalty interest and costs due on the property can be recovered by the county treasurer. Further, the county treasurer may set a minimum total amount below which competitive bids will not be accepted, in which event property for which acceptable bids are not received will be set off to the County. Taxes on real and personal property may be determined to be uncollectible after a period of six years from the date of becoming delinquent and canceled by the board of county commissioners.

Ad Valorem Property Tax Data

The District's assessed valuation, mill levies and ad valorem property tax collections from levy year 2019 to date are set forth in the following tables. See "—Ad Valorem Property Taxes" above for a description of the assessment ratios for taxable property used in each of such years. See also "—Constitutional Amendment Limiting Taxes and Spending" below.

TABLE II
History of the District's Assessed Valuation and Mill Levies

Levy/Collection Year	Assessed Valuation	General Fund Mill Levy	Debt Service Fund Mill Levy	Total Mill Levy
2019/2020	\$ 71,290	10.000	55.664	65.664
2020/2021	1,258,950	10.000	55.664	65.664
2021/2022	3,920,500	10.000	55.664	65.664
2022/2023	3,963,720	8.500	56.020	64.520
2023/2024	5,408,820	6.561	64.722	71.283
2024/2025	5,406,170	6.500	64.722	71.222

Sources: Colorado Department of Local Affairs, Division of Property Taxation, Annual Reports, 2019-2023; and the County Assessor's Office

[Remainder of Page Intentionally Left Blank]

TABLE III
History of the District’s Property Tax Collections

Levy/Collection Year	Taxes Levied	Taxes Collected ¹	Tax Collections as Percent of Tax Levied
2019/2020	\$ 4,681	4,681	100.00%
2020/2021	82,668	80,432	97.30
2021/2022	257,436	257,377	99.98
2022/2023	255,739	254,617	99.56
2023/2024 ²	385,557	387,107	100.40
2024/2025	385,038	n/a	n/a

¹ Figures include current taxes.

² Property tax collections through September 30, 2024.

Sources: Colorado Department of Local Affairs, Division of Property Taxation, Annual Reports, 2019-2023; District December 31, 2020 through December 31, 2023 audits, the District and the County Treasurer

The following table sets forth the 2024 assessed and statutory “actual” valuations of specific classes of property within the District. See “—Ad Valorem Property Taxes” above. As shown below, residential properties comprise the majority of property in the District.

TABLE IV
2024 Assessed and “Actual” Valuation of Classes of Property in the District¹

Class	Assessed Valuation	Percent of Assessed Valuation	“Actual” Valuation	Percent of “Actual” Valuation
Residential	\$5,332,090	98.63%	\$79,582,669	98.63%
State Assessed	71,840	1.33	257,516	1.33
Vacant Land	<u>2,240</u>	<u>0.04</u>	<u>8,000</u>	<u>0.04</u>
Total	<u>\$5,406,170</u>	<u>100.00%</u>	<u>\$79,848,185</u>	<u>100.00%</u>

Source: County Assessor’s Office

[Remainder of Page Intentionally Left Blank]

2024 Largest Taxpayers in the District. Set forth in the following table are the taxpayers within the District for the 2024 levy year (2025 collection year). No independent investigation has been made of and no representation is made herein as to the financial condition of any taxpayer listed below or that such taxpayer will continue to maintain its status as a taxpayer in the District. The total tax bill for each of the properties within the District is dependent upon the mill levies of other taxing entities which overlap such property. See “—*Overlapping Mill Levies*” below.

TABLE V
2024 Largest Taxpayers Within the District

Name	2024 Assessed Valuation	Percent of Total Assessed Valuation ¹
Public Service Company of Colorado (Xcel)	\$46,790	0.87%
Homeowner	43,750	0.81
Homeowner	40,870	0.76
Homeowner	40,740	0.75
Homeowner	40,610	0.75
Homeowner	40,470	0.75
Homeowner	40,330	0.75
Homeowner	40,260	0.74
Homeowner	40,200	0.74
Homeowner	<u>40,130</u>	<u>0.74</u>
	<u>\$414,150</u>	<u>7.66%</u>

¹ Based on a District 2024 certified assessed valuation of \$5,406,170.
Source: County Assessor’s Office

Overlapping Mill Levies. Numerous entities located wholly or partially within the District are authorized to levy taxes on property located within such districts. According to the County Assessor, there are currently seven entities overlapping all or a portion of the District. As a result, property owners within the District will be subject to the mill levies of such entities. The following table sets forth the total mill levy levied against taxpayers within the District in 2024 for collection in 2025. See also “DEBT STRUCTURE—General Obligation Debt—*Estimated Overlapping General Obligation Debt.*”

[Remainder of Page Intentionally Left Blank]

TABLE VI
Total 2024 Mill Levies Within the District¹

Taxing Entity	Mill Levy
Adams County	26.944
Rangeview Library District	3.667
Regional Transportation District	0.000
Brighton School District 27J	56.644
Thornton (City of)	10.210
Urban Drainage and Flood Control District	0.900
Urban Drainage and Flood Control District, South Platte	<u>0.100</u>
Overlapping Mill Levy	98.465
District	<u>71.222</u>
Total Mill Levy	<u>169.687</u>

¹ One mill equals 1/10 of one cent. Mill levies certified in 2023 are for the collection of ad valorem property taxes in 2024. Mill levies for the 2024 levy year, for the collection of ad valorem property taxes in 2025, are to be certified in December 2024.
Sources: County Assessor's office

Fees

The District does not currently impose any fees and is not currently anticipated to do so in the future.

Specific Ownership Taxes

Specific ownership taxes represent the amounts received by the District from the State pursuant to statute primarily on motor vehicle licensing. Such tax is collected by all counties and distributed to every taxing entity within a county, such as the District, in the proportion that the taxing entity's ad valorem taxes represents the cumulative amount of ad valorem taxes levied county-wide. The portion of the specific ownership tax that is collected as the result of the District's operations and maintenance mill levy is anticipated to be applied to operation and maintenance costs of the District. The portion of specific ownership taxes that is collected as a result of the Required Mill Levy is pledged to the payment of the Bonds and is not available for other purposes. See "THE BONDS—Security for the Bonds—*Specific Ownership Tax Revenue*."

Operations Mill Levy; Funding of Operations and Maintenance

The Maximum Debt Mill Levy limitation in the Service Plan does not apply to the District's ability to impose and increase its mill levy as necessary for the provision of operation and maintenance services (the "Operations Mill Levy"). The ad valorem tax revenue derived from the Operations Mill Levy will be used to pay operations and maintenance expenses of the District.

District's Funds, Accounting Policies and Financial Statements

The accounts of the District are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. Such funds are segregated for the purpose of accounting for the operation of specific activities or attaining certain objectives. The District currently maintains two governmental funds: the General Fund to is the District's primary operating fund and accounts for all financial resources of the general government, except those required to accounted for in another fund, and a Debt Service Fund to provide for payments made for principal and interest on long-term general obligation debt of the District. The District also maintained a Capital Projects Fund until fiscal year end December 31, 2021, to provide for the infrastructure costs that constructed and installed to support the development within the District.

In accordance with Title 29, Article 1, Part 6, C.R.S., an annual audit is required to be made of the District's financial statements at the end of the fiscal year unless an exemption from audit has been granted by the State Auditor's Office. The audited financial statements must be filed with the Board within six months after the end of the fiscal year and with the State Auditor thirty days thereafter. Failure to comply with this requirement to file an audit report may result in the withholding of property tax revenue by the County Treasurer pending compliance. The District's 2023 audit was performed by Haynie & Company, Littleton, Colorado and is appended hereto. Such audited financial statements are the most current available for the District.

Historical Financial Information. Set forth hereafter is a comparative statement of revenues, expenses, and changes in fund balance for the District's General Fund and the Debt Service Fund. The Capital Projects Fund has not had any activity since the fiscal year ended December 31, 2020, with the only activity being \$355 in expenses and a developer advance in the same amount, netting to a zero balance. Such information should be read together with the financial statements and accompanying notes appended hereto. Preceding years' financial statements may be obtained from the sources noted in "INTRODUCTION—Additional Information."

[Remainder of Page Intentionally Left Blank]

TABLE VII
District General Fund Revenues, Expenditures and Changes in Fund Balance¹

	2020	2021	2022	2023
Revenues:				
Property Taxes	\$ 717	\$12,249	\$39,196	\$33,544
Specific Ownership Tax	53	60	2,656	2,305
Interest and Other Income	<u>9</u>	<u>14</u>	<u>3,996</u>	<u>3,565</u>
Total Revenues	<u>779</u>	<u>12,323</u>	<u>45,848</u>	<u>39,414</u>
Expenditures:				
Accounting and Audit	12,181	12,568	10,779	12,321
Election Expense	--	--	3,235	3,734
Insurance	2,311	2,979	2,306	2,353
Legal	12,762	8,144	9,887	14,382
Miscellaneous Expenses	10	20	10,490	60
Treasurer's Fees	<u>11</u>	<u>184</u>	<u>589</u>	<u>504</u>
Total Expenditures	<u>27,275</u>	<u>23,895</u>	<u>37,286</u>	<u>33,354</u>
Excess of Revenues Over (Under)				
Expenditures	<u>(26,496)</u>	<u>(11,572)</u>	<u>8,562</u>	<u>6,060</u>
Other Financing Sources (Uses)				
Developer Advances	<u>26,496</u>	<u>18,199</u>	<u>--</u>	<u>--</u>
Total Other Financing Sources (Uses)	<u>26,496</u>	<u>18,199</u>	<u>--</u>	<u>--</u>
Net Change in Fund Balances	<u>--</u>	<u>6,627</u>	<u>8,562</u>	<u>6,060</u>
Fund Balances – Beginning of Year	<u>--</u>	<u>--</u>	<u>6,627</u>	<u>15,189</u>
Fund Balances – End of Year	<u>\$ --</u>	<u>\$ 6,627</u>	<u>\$15,189</u>	<u>\$21,249</u>

Sources: The District's audited financial statements for the years ended December 31, 2020-2023

[Remainder of Page Intentionally Left Blank]

TABLE VIII
District Debt Service Fund Revenues, Expenditures and Changes in Fund Balance

	2020	2021	2022	2023
Revenues:				
Property Taxes	\$ 3,964	\$ 68,183	\$218,181	\$221,073
Specific Ownership Tax	290	331	14,782	15,195
Net Investment Income	<u>5,068</u>	<u>68</u>	<u>6,143</u>	<u>26,737</u>
Total Revenues	<u>9,322</u>	<u>68,582</u>	<u>239,106</u>	<u>263,005</u>
Expenditures:				
Bond Interest Expense	196,750	196,750	196,750	196,750
Bond Principal	--	--	--	40,000
Trustee Fees	7,000	7,000	--	7,000
Treasurer's Fees	<u>61</u>	<u>1,023</u>	<u>3,278</u>	<u>3,319</u>
Total Expenditures	<u>203,811</u>	<u>204,773</u>	<u>200,028</u>	<u>247,069</u>
Net Change in Fund Balance	<u>(194,489)</u>	<u>(136,191)</u>	<u>39,078</u>	<u>15,936</u>
Fund Balances – Beginning of Year	<u>807,763</u>	<u>613,274</u>	<u>477,083</u>	<u>516,161</u>
Fund Balances – End of Year	<u>\$613,274</u>	<u>\$477,083</u>	<u>\$516,161</u>	<u>\$531,097</u>

Sources: The District's audited financial statements for the years ended December 31, 2020-2023

[Remainder of Page Intentionally Left Blank]

Budget and Appropriation Procedure

The District's budget is prepared on a calendar year basis as required by Title 29, Article 1, Part 1, C.R.S. The budget must present a complete financial plan for the District, setting forth all estimated expenditures, revenues, and other financing sources for the ensuing budget year, together with the corresponding figures for the previous fiscal year.

On or before October 15 of each year, the District's budget officer must submit a proposed budget to the Board for the next fiscal year. Thereupon notice must be published stating, among other things, that the proposed budget is open for inspection by the public and that interested electors may file or register any objection to the budget prior to its adoption.

Before the beginning of the fiscal year, the Board must enact an appropriation resolution which corresponds with the budget. The income of the District must be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution. District expenditures may not exceed the amounts appropriated, except in the case of an emergency or a contingency which was not reasonably foreseeable. Under such circumstances, the Board may authorize the expenditure of funds in excess of the budget by a resolution adopted by a majority vote of the Board following proper notice. If the District receives revenues which were unanticipated or unassured at the time of adoption of the budget, the Board may authorize the expenditure thereof by adopting a supplemental budget and appropriation resolution after proper notice and a hearing thereon. In the event that revenues are lower than anticipated in the adopted budget, the District may adopt a revised appropriation resolution after proper notice and a hearing thereon. The transfer of budgeted and appropriated moneys within a fund or between funds may be accomplished only in accordance with State law.

The Board adopted the District 2023, 2024 and 2025 budgets and appropriation resolutions pursuant to the procedures described above and timely filed the 2023, 2024 and 2025 budgets with the State Division of Local Government.

[Remainder of Page Intentionally Left Blank]

Budgeted Financial Information. Set forth hereafter is a comparison of the District’s 2023, 2024 and 2025 budgets, and a comparison to the 2024 year-to-date actual figures for the District’s General Fund and Debt Service Fund. There were no budgets adopted for the Capital Projects Fund.

TABLE IX
District General Fund Budget Summary and Comparison

	2023 Budget (as adopted)	2024 Budget (as adopted)	2024 Year-End (unaudited) ¹	2025 Budget
Revenues:				
Property Taxes	\$33,691	\$35,487	\$35,641	\$35,140
Specific Ownership Tax	1,686	1,773	1,721	1,756
Interest Income	--	--	<u>10,275</u>	<u>1,000</u>
Total Revenues	<u>35,377</u>	<u>37,260</u>	<u>47,637</u>	<u>37,896</u>
Expenditures:				
Accounting / Audit	11,000	12,000	13,334	13,000
Election	2,000	--	188	2,500
Insurance / SDA Dues	3,000	3,000	2,601	3,000
Legal	15,000	15,000	15,277	15,000
Miscellaneous	3,000	3,000	70	3,000
Treasurer’s Fees	505	532	535	527
Contingency	15,958	21,772	--	28,170
Emergency Reserve	<u>1,035</u>	<u>1,006</u>	<u>--</u>	<u>1,111</u>
Total Expenditures	<u>51,498</u>	<u>56,310</u>	<u>32,005</u>	<u>66,308</u>
Net Change in Fund Balance	(16,121)	(19,050)	15,632	(28,412)
Beginning Fund Balance	<u>16,121</u>	<u>19,050</u>	<u>21,250</u>	<u>28,412</u>
Ending Fund Balance	\$--	\$--	<u>\$36,882</u>	\$--

¹ Unaudited year-end financial statements through December 31, 2024.
Sources: District 2023, 2024 and 2025 Budgets and the District

[Remainder of Page Intentionally Left Blank]

TABLE X
District Debt Service Fund Budget Summary and Comparison¹

	2023 Budget (as adopted)	2024 Budget (as adopted)	2024 Year-End (unaudited) ¹	2025 Budget
Revenues:				
Property Taxes	\$222,048	\$350,070	\$351,584	\$349,898
Specific Ownership Tax	11,102	17,504	16,977	17,495
Interest Income	--	<u>5,000</u>	<u>26,999</u>	<u>5,000</u>
Total Revenues	<u>233,150</u>	<u>372,574</u>	<u>395,560</u>	<u>372,393</u>
Expenditures:				
Bond Interest Expense	196,750	194,750	194,750	192,500
Bond Principal	40,000	45,000	45,000	50,000
Bond Interest 2019B	--	--	--	74,000
Treasurer's Fees	3,331	5,251	7,000	5,248
Trustee / Paying Agent Fees	<u>8,500</u>	<u>8,500</u>	<u>5,274</u>	<u>9,500</u>
Total Expenditures	<u>248,581</u>	<u>253,501</u>	<u>252,024</u>	<u>331,248</u>
Net Change in Fund Balance	<u>(15,431)</u>	<u>119,073</u>	<u>143,536</u>	<u>41,145</u>
Beginning Fund Balance	<u>494,813</u>	<u>518,581</u>	<u>532,097</u>	<u>660,097</u>
Ending Fund Balance	<u>\$479,382</u>	<u>\$637,654</u>	<u>\$675,633</u>	<u>\$701,242</u>

¹ Unaudited year-end financial statements through December 31, 2024.
Sources: District 2023, 2024 and 2025 Budgets and the District

Limitation on Certain Tax Revenues. It is through the preparation of the budget and by taking into consideration all sources of revenue, costs of construction, expenses of operating the District, and the debt service requirements of the District's outstanding bonds and other obligations that the rate of mill levy is determined each year. Pursuant to the provisions of Article X, Section 20 of the State Constitution, the District is subject to tax revenue limitations as described below in "—Constitutional Amendment Limiting Taxes and Spending," but have received voter approval to waive such limitations.

Management Discussion of Material Trends

The independent auditor's report attached hereto as APPENDIX A states that in the audited financial statements for the District for the year ended December 31, 2023, management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. According to auditor officials, the opinion on the basic financial statements is not affected by this missing information.

Deposit and Investment of District Funds

State statutes set forth requirements for the deposit of District funds in eligible depositories and for the collateralization of such deposited funds. The District also may invest available funds in accordance with applicable State statutes. The investment of the proceeds of this issue also is subject to the provisions of the Tax Code. See "TAX MATTERS."

Risk Management

The Board acts to protect the District against loss and liability by maintaining certain insurance coverages which the District's Board believes to be adequate. Currently, the District maintains insurance through the Colorado Special District Property and Liability Pool ("CSDPLP"). CSDPLP was established by the Special District Association of Colorado in 1988 to provide special districts with general liability, auto/property liability, public officials' liability and other insurance coverages as an alternative to the traditional insurance market. Since 2001, CSDPLP has also offered workers' compensation insurance. The District carries public entity liability coverage (which includes general liability, public officials liability, cybersecurity, and fiduciary liability, among others) through CSDPLP, and its current policy expires on December 31, 2025. There can be no assurance that the District will continue to maintain its current levels of coverage.

The Indenture requires that the District carry general liability, public officials' 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 will protect the District and its operations.

Constitutional Amendment Limiting Taxes and Spending

On November 3, 1992, Colorado voters approved an amendment to the Colorado Constitution, which is commonly referred to as the Taxpayer's Bill of Rights, or Amendment One ("TABOR"), and now constitutes Article X, Section 20 of the Colorado Constitution. TABOR imposes various limits and requirements on the State and all Colorado local governments which do not qualify as "enterprises" under TABOR (each of which is referred to in this section as a "governmental unit"). Any of the following actions, for example, require voter approval in advance: (a) any increase in a governmental unit's spending from one year to the next in excess of the rate of inflation plus a "growth factor" based on the net percentage change in actual value of all real property in a governmental unit from construction of taxable real property improvements, minus destruction of similar improvements, and additions to, minus deletions from, taxable real property for government units other than school districts, and the percentage change in student enrollment for a school district; (b) any increase in the real property tax revenues of a local governmental unit (not including the State) from one year to the next in excess of inflation plus the appropriate "growth factor" referred to in clause (a) above; (c) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase for a property class, extension of an expiring tax or a tax policy change directly causing a net tax revenue gain; and (d) except for refinancing bonded indebtedness at a lower interest rate or adding new employees to existing pension plans, creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years. Elections on such matters may only be held on the same day as a State general election, at the governmental unit's regular biennial election or on the first Tuesday in November of odd numbered years and must be conducted in accordance with procedures described in TABOR.

Revenue collected, kept or spent in violation of the provisions of TABOR must be refunded, with interest. TABOR requires a governmental unit to create an emergency reserve of 3% of its fiscal year spending (excluding bonded debt service) in 1995 and subsequent years. TABOR provides that "[w]hen [a governmental unit's] annual...revenue is less than annual payments on general obligation bonds, pensions, and final court judgments, the [voter approval requirement for mill levy and other tax increases referred to in clause (c) of the preceding paragraph and the voter approval requirement for spending and real property tax revenue increases referred to in clauses (a) and (b) of the preceding paragraph] will be suspended to provide for the deficiency." The preferred interpretation of TABOR will, by its terms, be the one that reasonably restrains most the growth of government.

Revenue Retention and Spending Authorization (“De-Brucing”). At the 2018 Election voters of the District approved election questions allowing the District to collect and spend all revenues each year without regard to the revenue and spending limitations of TABOR.

DEBT STRUCTURE

The following is a discussion of the District’s authority to incur general obligation indebtedness and other financial obligations and the amount of such obligations presently outstanding.

Debt Restrictions

Pursuant to the Indenture, the District may issue Additional Bonds subject to certain conditions, as more particularly described in “THE BONDS—Certain Indenture Provisions—*Additional Bonds*.” In addition, the issuance of additional debt is restricted by: (a) State statutes that restrict the amount of debt issuable by special districts; (b) the availability of electoral authorization; and (c) the Service Plan, all as described below.

Statutory Debt Limit. The District is subject to a statutory general obligation debt limitation established pursuant to Section 32-1-1101(6), C.R.S. Said limitation provides that, with specific exceptions, the total principal amount of general obligation debt issued by a special district shall not at the time of issuance exceed the greater of \$2 million or 50% of the District’s assessed valuation. Upon issuance of the Bonds, the general obligation indebtedness of the District represented by the Bonds will exceed 50% of the District’s assessed valuation. However, the Bonds are rated in one of the four highest rating categories by one or more nationally recognized organizations which regularly rate such obligations and, as a result, are permitted by Section 32-1-1101(6)(a)(I), C.R.S.

Required Elections. Various State constitutional and statutory provisions require voter approval prior to the incurrence of indebtedness by the District. Among such provisions, Article X, Section 20 of the State Constitution requires that, except for refinancing bonded debt at a lower interest rate, the District must have voter approval in advance for the creation of any multiple-fiscal year direct or indirect district debt or other financial obligation whatsoever without adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years. See “USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS—Application of Bond Proceeds” and “DISTRICT FINANCIAL INFORMATION—Constitutional Amendment Limiting Taxes and Spending.”

Service Plan Limitations. Regardless of the amount of voted authorization obtained by the District pursuant to the Election, the District is limited by the Service Plan as to the amount of debt they may issue. See “—General Obligation Debt—*Service Plan Debt Limits*” below.

General Obligation Debt

Elections. At the 2018 Election, the District’s eligible electors voting at such election approved District indebtedness totaling \$100,500,000, comprised of \$57,500,000 for various categories of Public Improvements; \$10,500,000 for operations and maintenance debt; \$10,500,000 for refunding debt; \$10,500,000 for intergovernmental agreements constituting debt; \$10,500,000 for private agreements constituting debt; and \$1,000,000 for In-District special assessment indebtedness.

The District previously allocated voted debt authorization from various categories of Public Improvements to the indebtedness of the Refunding Bonds, leaving \$52,937,000 remaining in voter-authorized debt for Public Improvements.

Allocations of Voted Debt Authorization. The District expects to allocate voted debt authorization from the Public Improvements category approved at the 2018 Election to the portion of the Bonds being issued to pay or reimburse costs of Public Improvements.

The portion of the Bonds allocable to the refunding of the Refunded Bonds (which does not exceed the outstanding principal amount of the Refunded Bonds) constitutes a refinancing of District indebtedness at a lower interest rate and therefore, under Article X, Section 20 of the Colorado Constitution, no allocation of voted debt authorization from the 2018 Election is required with respect to the issuance of the Bonds.

Voter Authorized but Unissued Debt. Following the issuance of the Bonds, the District will have voter authorized but unissued indebtedness authorized at the 2018 Election in the amounts of \$52,484,962 for Public Improvements; \$10,500,000 for operations and maintenance debt; \$10,500,000 for refunding debt; \$10,500,000 for intergovernmental agreements constituting debt; \$10,500,000 for private agreements constituting debt; and \$1,000,000 for In-District special assessment indebtedness. See “—*Service Plan Debt Limits*” below for additional limitations on the District’s ability to issue debt.

Service Plan Debt Limits. Regardless of the amount of voted authorization available to the District, the District is limited by its Service Plan as to the amount of debt it may issue. The Service Plan states that the total Debt that the District shall be permitted to issue shall not exceed \$10,500,000. The Service Plan defines “Debt” as: bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect fee revenue.

After the issuance of the Bonds the District will have \$762,000 remaining under the Service Plan Debt Limit. The limitations of the Service Plan may be modified or amended only with the prior approval of the City and as otherwise provided in the Special District Act.

Outstanding General Obligation Debt. Following the issuance of the Bonds (and the concurrent defeasance of the Refunded Bonds), the Bonds will constitute the District’s only outstanding general obligation debt.

Estimated Overlapping General Obligation Debt. Certain public entities whose boundaries may be entirely within, coterminous with, or only partially within the District are also authorized to incur general obligation debt, and to the extent that properties within the District are also within such overlapping public entities, such properties will be liable for an allocable portion of such debt. For purposes of this Official Statement, the percentage of each entity’s outstanding debt chargeable to District property owners is calculated by comparing the assessed valuation of the portion overlapping the District to the total assessed valuation of the overlapping entity. To the extent the District’s assessed valuation changes disproportionately with the assessed valuation of overlapping entities, the percentage of general obligation debt for which District property owners are responsible will also change. The District is not financially or legally obligated with regard to any of the indebtedness shown on the immediately following table. Although the District has attempted to obtain accurate information as to the outstanding debt of the entities which overlap the District, it does not warrant its completeness or accuracy as there is no central reporting entity which is responsible for compiling this information.

TABLE XI
Estimated Overlapping General Obligation Debt of the District

Overlapping Entity ¹	Outstanding General Obligation Debt	Net Outstanding General Obligation Debt Chargeable to Properties Within the District	
		Percent	Amount
Brighton School District 27J	\$513,435,000	0.16%	<u>\$821,496</u>
Total			<u>\$821,496</u>

¹ Other taxing entities overlap the District; however, such other entities do not currently have any outstanding general obligation debt, and therefore are not listed in this table. See “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Tax Data—*Overlapping Mill Levies*.”

Sources: County Assessor’s office and information obtained from individual entities

General Obligation Debt Ratios. Due to the level of development activity in the District to date and the current assessed valuation of the taxable property of the District, no debt ratio information is provided herein. See “DISTRICT FINANCIAL INFORMATION—Ad Valorem Property Tax Data.”

Revenue and Other Financial Obligations

The District also has the authority to issue revenue obligations payable from the net revenue of District facilities, to enter into obligations which do not extend beyond the current fiscal year, and to incur certain other obligations. According to the District, no such obligations are currently outstanding.

LEGAL MATTERS

Sovereign Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the “Governmental Immunity Act”), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the District, for injuries which lie in tort or could lie in tort.

The Governmental Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including the operation of a non-emergency motor vehicle owned or leased by the public entity; the operation of any public hospital, correctional facility or jail; a dangerous condition of any public building; certain dangerous conditions of a public highway, road or street; and the operation and maintenance of any public water facility, gas facility, sanitation facility, electrical facility, power facility or swimming facility by such public entity.

In such instances the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment.

The maximum amounts that may be recovered under the Governmental Immunity Act, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$387,000 for claims accruing on or after January 1, 2018 and before January 1, 2022 or the sum of \$424,000 for claims accruing on or after January 1, 2022 and after January 2026; and (b) for an injury to two or more persons in any single occurrence, the sum of \$1,093,000

for claims accruing on or after January 1, 2018, and before January 1, 2022 (except in such instance, no single person may recover in excess of \$387,000) or the sum of \$1,195,000 for claims accruing on or after January 1, 2022 and before January 1, 2026 (except in such instance, no single person may recover in excess of \$424,000). These amounts increase every four years pursuant to a formula based on the Denver-Boulder-Greeley Consumer Price Index, with the first such increase occurring on January 1, 2018. The governing board of a public entity may increase any maximum amount that may be recovered from the public entity for certain types of injuries. However, a public entity may not be held liable either directly or by indemnification for punitive or exemplary damages unless the applicable entity voluntarily pays such damages in accordance with State law.

The District has not acted to increase the damages liability limitations in the Governmental Immunity Act. Suits against both the District and a public employee do not increase such maximum amounts which may be recovered. The District may not be held liable either directly or by indemnification for punitive or exemplary damages. In the event that the District is required to levy an ad valorem property tax to discharge a settlement or judgment, such tax may not exceed a total of 10 mills per annum for all outstanding settlements or judgments.

The District may be subject to civil liability and damages including punitive or exemplary damages and it may not be able to claim sovereign immunity for actions founded upon various federal laws, or other actions filed in federal court. Examples of such civil liability include suits filed pursuant to 42 U.S.C. Section 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the District may be enjoined from engaging in anti-competitive practices which violate the antitrust laws. However, the Governmental Immunity Act provides that it applies to any State court having jurisdiction over any claim brought pursuant to any federal law, if such action lies in tort or could lie in tort.

Legal Representation

Legal matters incident to the authorization and issuance of the Bonds are subject to approval by Kutak Rock LLP, Denver, Colorado, Bond Counsel. Kutak Rock LLP has also been retained as Disclosure Counsel to the District and, in such capacity, has assisted the District in the preparation of this Official Statement. Certain legal matters will be passed upon for the District by White Bear Ankele Tanaka & Waldron Professional Corporation, Centennial, Colorado, as General Counsel to the District, and for the Underwriter by Thompson Coburn LLP, St. Louis, Missouri, as counsel to the Underwriter. Kutak Rock LLP represents the Underwriter from time to time on matters unrelated to the District or the Bonds, but does not represent the Underwriter or any other party, except the District, in connection with the issuance of the Bonds.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. In addition, the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Pending and Threatened Litigation

District General Counsel Opinion. In connection with the issuance of the Bonds, General Counsel to the District is expected to render an opinion on the date of issuance of the Bonds stating that, to the best of its actual knowledge, and except as otherwise set forth herein, there is no action, suit, or proceeding pending in which the District is a party, nor is there any inquiry or investigation pending against the District by any governmental agency, public agency, or authority which, if determined adversely to the District,

would have a material adverse effect upon the District's ability to comply with its obligations under the Indenture, or the Bond Resolution.

District Certificate. In addition, it is anticipated that, in connection with the issuance of the Bonds, the District will execute a certificate generally stating that on the date of issuance of the Bonds no litigation of any nature is now pending or, to the best of its knowledge, threatened against the District: (a) seeking to restrain or to enjoin the issuance or delivery of the Bonds or the Indenture or other financing documents or the levy or collection of any taxes to pay the principal of or interest on the Bonds; or in any manner questioning the authority or proceedings for the issuance of the Bonds or the levy or collection of said taxes, or affecting the validity of the Bonds, or the levy or collection of said taxes; and (b) which, if determined adversely to the District, would have a material adverse effect upon the District's ability to comply with its obligations under the Indenture or other financing documents, or to consummate the transactions contemplated thereby.

Future Changes in Laws

Various State laws and constitutional provisions apply to the imposition, collection, and expenditure of ad valorem property taxes and the operation of the District. There is no assurance that there will not be any change in the interpretation of, or additions to applicable laws, provisions, and regulations which would have a material effect, directly or indirectly, on the affairs of the District and the imposition, collection, and expenditure of ad valorem property taxes.

Limitations on Remedies Available to Bondholders

The enforceability of the rights and remedies of the Owners, and the obligations incurred by the District in issuing the Bonds, are subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers granted to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. In addition to other legal requirements in the Federal and State laws pertaining to municipal bankruptcy, under State law, however, the District can seek protection from its creditors under the United States Bankruptcy Code only if the District can demonstrate that, in order to meet its financial obligations as they come due, the District would be required to certify a property tax mill levy of 100 mills or more. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Indenture To Constitute Contract

The Indenture provides that it constitutes a contract among the District, the Trustee, the Bond Insurer, and the Owners of the Bonds, and that it will remain in full force and effect until the Bonds are no longer Outstanding under the Indenture and all amounts owed to the Bond Insurer have been paid in full (or discharged in accordance with the Indenture).

TAX MATTERS

General Matters. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the District with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the owners of the Bonds. The extent of these other tax consequences will depend on such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences.

Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations, foreign corporations operating branches in the United States of America, and certain corporations subject to the alternative minimum tax imposed on corporations), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Bonds under the laws of the State of Colorado or any other state or jurisdiction.

A copy of the form of opinion of Bond Counsel is attached hereto as APPENDIX E.

Original Issue Discount. The Bonds that have an original yield above their respective interest rates, as shown on the cover of this Official Statement (collectively, the "Discount Bonds"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity (excluding "qualified stated interest" within the meaning of Section 1.1273-1 of the Regulations) constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium. The Bonds that have an original yield below their respective interest rates, as shown on the cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Bank Qualified. The District has represented that it does not reasonably anticipate issuing greater than \$10,000,000 of tax-exempt obligations in calendar year 2025 (excluding certain private activity and refunding bonds) and that it has designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Accordingly, assuming the accuracy of such representations, in the case of certain banks, thrift institutions or other financial institutions owning the Bonds, a deduction is allowed for 80 percent of that portion of such institutions’ interest expense allocable to interest on such bonds. Bond Counsel has expressed no opinion with respect to any deduction for federal tax law purposes of interest on indebtedness incurred or continued by an owner of the Bonds or a related person to purchase or carry such bonds.

Backup Withholding. An owner of a Bond may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Bonds if such owner fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner's taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE BONDS.

MISCELLANEOUS

Rating

S&P Global Ratings ("S&P") is expected to assign an insured rating on the Bonds of "AA" based upon the Policy to be issued by the Bond Insurer concurrently with the delivery of the Bonds. Such rating reflects only the view of such rating agency. Any explanation of the significance of the ratings should be obtained from S&P at 55 Water Street, York, New York, 10041 or online at www.standardandpoors.com.

Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of the rating indicated above may have an adverse effect on the market price of the Bonds.

Registration of Bonds

Registration or qualification of the offer and sale of the Bonds (as distinguished from registration of the ownership of the Bonds) is not required under the federal Securities Act of 1933, as amended, the Colorado Securities Act, as amended, or the Colorado Municipal Bond Supervision Act, as amended, pursuant to exemptions from registration provided in such acts. THE DISTRICT ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED.

The “Colorado Municipal Bond Supervision Act,” Article 59 of Title 11, C.R.S., generally provides for the Colorado Securities Commissioner (the “Commissioner”) to regulate and monitor the issuance of municipal securities by special districts and certain other governmental entities. Among other things, the act requires that all bonds, debentures, or other obligations (defined in the act as “bonds”) issued by a special district must first be registered with the Commissioner unless exempt under the act. The Bonds are rated in one of its four highest rating categories by one or more nationally recognized organization which regularly rate obligations such as the Bonds, and accordingly, the Bonds are exempt from registration under such act.

Continuing Disclosure Obligations

Pursuant to the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (“Rule 15c2-12”), the District has agreed for the benefit of the registered Owners and Beneficial Owners of the Bonds to provide certain financial information, other operating data and notices of material events after the issuance of the Bonds. The form of the Continuing Disclosure Undertaking is attached as APPENDIX D to this Official Statement.

A failure by the District to comply with the requirements of Rule 15c2-12 under the Continuing Disclosure Undertaking will not constitute an Event of Default under the Indenture and the sole remedy in the event of any failure of the District to comply with such undertaking is an action to compel performance. Regardless, any such failure of the District must be reported in accordance with Rule 15c2-12 and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The District previously entered into a Continuing Disclosure Agreement in connection with its issuance of the Refunded Bonds (the “2019 CDA”). With respect to the District’s reporting requirements under the 2019 CDA, during the previous five years, the District had one late filing. Specifically, the District filed its November 15, 2020 quarterly report one day late, on November 16, 2020. All other filings were made in a timely manner in accordance with the requirements of the 2019 CDA.

Interest of Certain Persons Named in This Official Statement

The legal fees to be paid to Bond Counsel, Disclosure Counsel and Underwriter’s Counsel are contingent upon the sale and delivery of the Bonds.

Independent Auditors

The audited financial statements of the District for the year ended December 31, 2023, which are appended hereto, have been audited by independent auditor Flynn CPA, LLC, Castle Pines, Colorado and is appended hereto, Colorado, as stated in their report appearing therein. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2023.” The audited financial statements and the opinion thereon have been included herein without the prior review of or the specific consent of the auditor.

Underwriting

The Bonds are being sold by the District to the Underwriter for a purchase price equal to \$5,130,416.85 (which is equal to the par amount of the Bonds of \$5,175,000.00, plus net original issue premium of \$7,166.85, less the Underwriter's discount of \$51,750.00) pursuant to a purchase contract. See "USE OF PROCEEDS AND DEBT SERVICE REQUIREMENTS—Application of Bond Proceeds." Expenses associated with the issuance of the Bonds are being paid by the District from proceeds of the issue. The right of the Underwriter to receive compensation in connection with this issue is contingent upon the actual sale and delivery of the Bonds. The Underwriter has initially offered the Bonds at the prices set forth on the cover page of this Official Statement. Such prices may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other investment banking firms in offering the Bonds.

Additional Information

Copies of statutes, resolutions, opinions, contracts, agreements, financial and statistical data, and other related reports and documents described in this Official Statement are either publicly available or available upon request and the payment of a reasonable copying, mailing, and handling charge from the sources noted in the "INTRODUCTION—Additional Information."

[Remainder of Page Intentionally Left Blank]

Official Statement Certification

The preparation of this Official Statement and its distribution have been authorized by the Board. This Official Statement is hereby duly approved by the Board as of the date on the cover page hereof. This Official Statement is not to be construed as an agreement or contract between the District and the purchasers or owners of any Bond.

**RIVERDALE RANCH METROPOLITAN
DISTRICT**

By /s/ Kacey M. Funari
Kacey M. Funari, President

APPENDIX A

**AUDITED BASIC FINANCIAL STATEMENTS OF THE DISTRICT
FOR THE YEAR ENDED DECEMBER 31, 2023**

[THIS PAGE INTENTIONALLY LEFT BLANK]

RIVERDALE RANCH METROPOLITAN DISTRICT

Financial Statements

Year Ended December 31, 2023

with

Independent Auditors' Report

C O N T E N T S

	<u>Page</u>
<u>Independent Auditors' Report</u>	I
<u>Basic Financial Statements</u>	
Balance Sheet/Statement of Net Position - Governmental Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balances/Statement of Activities - Governmental Funds	2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	3
Notes to Financial Statements	4
<u>Supplemental Information</u>	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual – Debt Service Fund	18
Summary of Assessed Valuation, Mill Levy and Property Taxes Collected	19



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverdale Ranch Metropolitan District
Adams County, CO

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Riverdale Ranch Metropolitan District (the "District") as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Riverdale Ranch Metropolitan District as of December 31, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information as noted in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

A handwritten signature in blue ink that reads "Flynn CPA, LLC". The signature is stylized and includes a horizontal line underneath the text.

Flynn CPA, LLC

Castle Pines, CO

June 12, 2024

RIVERDALE RANCH METROPOLITAN DISTRICT

BALANCE SHEET/STATEMENT OF NET POSITION GOVERNMENTAL FUNDS December 31, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
ASSETS					
Cash and investments	\$ 17,811	\$ -	\$ 17,811	\$ -	\$ 17,811
Cash and investments - restricted	1,006	530,857	531,863	-	531,863
Receivable - County Treasurer	188	1,240	1,428	-	1,428
Property taxes receivable	35,487	350,070	385,557	-	385,557
Prepaid expenses	9,076	-	9,076	-	9,076
Capital assets not being depreciated	-	-	-	3,772,873	3,772,873
	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,772,873</u>	<u>3,772,873</u>
Total Assets	<u>\$ 63,568</u>	<u>\$ 882,167</u>	<u>\$ 945,735</u>	<u>3,772,873</u>	<u>4,718,608</u>
LIABILITIES					
Accounts payable	\$ 6,832	\$ -	\$ 6,832	-	6,832
Accrued interest	-	-	-	258,491	258,491
Long-term liabilities:					
Due within one year	-	-	-	45,000	45,000
Due in more than one year	-	-	-	5,021,904	5,021,904
	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,021,904</u>	<u>5,021,904</u>
Total Liabilities	<u>6,832</u>	<u>-</u>	<u>6,832</u>	<u>5,325,395</u>	<u>5,332,227</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred property taxes	<u>35,487</u>	<u>350,070</u>	<u>385,557</u>	<u>-</u>	<u>385,557</u>
Total Deferred Inflows of Resources	<u>35,487</u>	<u>350,070</u>	<u>385,557</u>	<u>-</u>	<u>385,557</u>
FUND BALANCES/NET POSITION					
Fund Balances:					
Nonspendable:					
Prepays	9,076	-	9,076	(9,076)	-
Restricted:					
Emergencies	1,006	-	1,006	(1,006)	-
Debt service	-	532,097	532,097	(532,097)	-
Unassigned	<u>11,167</u>	<u>-</u>	<u>11,167</u>	<u>(11,167)</u>	<u>-</u>
Total Fund Balances	<u>21,249</u>	<u>532,097</u>	<u>553,346</u>	<u>(553,346)</u>	<u>-</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 63,568</u>	<u>\$ 882,167</u>	<u>\$ 945,735</u>		
Net Position:					
Restricted for:					
Emergencies				1,006	1,006
Debt service				273,606	273,606
Unrestricted				<u>(1,273,788)</u>	<u>(1,273,788)</u>
Total Net Position				<u>\$ (999,176)</u>	<u>\$ (999,176)</u>

The notes to the financial statements are an integral part of these statements.

RIVERDALE RANCH METROPOLITAN DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES GOVERNMENTAL FUNDS

For the Period Ended December 31, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
EXPENDITURES					
Accounting and Audit	\$ 12,321	\$ -	\$ 12,321	\$ -	\$ 12,321
Election expense	3,734	-	3,734	-	3,734
Insurance	2,353	-	2,353	-	2,353
Legal	14,382	-	14,382	-	14,382
Miscellaneous expenses	60	-	60	-	60
Treasurer's fees	504	3,319	3,823	-	3,823
Bond principal	-	40,000	40,000	(40,000)	-
Bond interest expense	-	196,750	196,750	60,666	257,416
Paying Agent Fees	-	7,000	7,000	-	7,000
Total Expenditures	<u>33,354</u>	<u>247,069</u>	<u>280,423</u>	<u>51,849</u>	<u>332,272</u>
GENERAL REVENUES					
Property taxes	33,544	221,073	254,617	-	254,617
Specific ownership taxes	2,305	15,195	17,500	-	17,500
Interest and other income	<u>3,565</u>	<u>26,737</u>	<u>30,302</u>	<u>7,965</u>	<u>38,267</u>
Total General Revenues	<u>39,414</u>	<u>263,005</u>	<u>302,419</u>	<u>7,965</u>	<u>310,384</u>
NET CHANGES IN FUND BALANCES	6,060	15,936	21,996	(21,996)	
CHANGE IN NET POSITION				(21,888)	(21,888)
FUND BALANCES/NET POSITION:					
BEGINNING OF PERIOD	<u>15,189</u>	<u>516,161</u>	<u>531,350</u>	<u>(1,508,638)</u>	<u>(977,288)</u>
END OF PERIOD	<u>\$ 21,249</u>	<u>\$ 532,097</u>	<u>\$ 553,346</u>	<u>\$ (1,552,522)</u>	<u>\$ (999,176)</u>

The notes to the financial statements are an integral part of these statements.

RIVERDALE RANCH METROPOLITAN DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND

For the Period Ended December 31, 2023

	Original & Final		Variance
	<u>Budget</u>	<u>Actual</u>	<u>Favorable (Unfavorable)</u>
REVENUES			
Property taxes	\$ 33,691	\$ 33,544	\$ (147)
Specific ownership taxes	1,686	2,305	619
Interest and other income	<u>-</u>	<u>3,565</u>	<u>3,565</u>
Total Revenues	<u>35,377</u>	<u>39,414</u>	<u>4,037</u>
EXPENDITURES			
Accounting and Audit	11,000	12,321	(1,321)
Election expense	2,000	3,734	(1,734)
Insurance	3,000	2,353	647
Legal	15,000	14,382	618
Miscellaneous expenses	3,000	60	2,940
Treasurer's fees	505	504	1
Contingency	15,958	-	15,958
Emergency reserve	<u>1,035</u>	<u>-</u>	<u>1,035</u>
Total Expenditures	<u>51,498</u>	<u>33,354</u>	<u>18,144</u>
NET CHANGE IN FUND BALANCE	(16,121)	6,060	22,181
FUND BALANCE:			
BEGINNING OF PERIOD	<u>16,121</u>	<u>15,189</u>	<u>(932)</u>
END OF PERIOD	<u>\$ -</u>	<u>\$ 21,249</u>	<u>\$ 21,249</u>

The notes to the financial statements are an integral part of these statements.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Note 1: Summary of Significant Accounting Policies

The accounting policies of the Riverdale Ranch Metropolitan District (“District”), located in the City of Thornton (“the City”) in Adams County, Colorado, conform to the accounting principles generally accepted in the United States of America (“GAAP”) as applicable to governmental units.

The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies consistently applied in the preparation of financial statements.

Definition of Reporting Entity

The District was organized on May 21, 2018, as a quasi-municipal organization established under the State of Colorado Special District Act. The District operates pursuant to a service plan approved by the City of Thornton (the “City”) on February 27, 2018 (the “Service Plan”). The District was established to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of water, sanitation/storm sewer, street, safety protection, parks and recreation, transportation, limited television relay and translation facilities, mosquito control and limited fire protection services within and without the boundaries of the District. The District’s primary sources of revenues are developer advances and property taxes. The District is governed by an elected Board of Directors.

As required by GAAP, these financial statements present the activities of the District, which is legally separate and financially independent of other state and local governments. The District follows the GASB pronouncements, which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB sets forth the financial accountability of a governmental organization’s elected governing body as the basic criterion for including a possible component governmental organization in a primary government’s legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization’s governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. The pronouncements also require including a possible component unit if it would be misleading to exclude it.

The District is not financially accountable for any other organization. The District has no component units as defined by the GASB.

The District has no employees and all operations and administrative functions are contracted.

Basis of Presentation

The accompanying financial statements are presented per GASB Statement No. 34 - Special Purpose Governments.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

The government-wide financial statements (i.e. the governmental funds balance sheet/statement of net position and the governmental funds statement of revenues, expenditures, and changes in fund balances/statement of activities) report information on all of the governmental activities of the District. The statement of net position reports all financial and capital resources of the District. The difference between the (a) assets and deferred outflows of resources and the (b) liabilities and deferred inflows of resources of the District is reported as net position. The statement of activities demonstrates the degree to which expenditures/expenses of the governmental funds are supported by general revenues. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are collected.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The material sources of revenue subject to accrual are property taxes and interest. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is paid.

The District reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources not accounted for and reported in another fund.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

Budgetary Accounting

Budgets are adopted on a non-GAAP basis for the governmental funds. In accordance with the State Budget Law of Colorado, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated. The appropriation is at the total fund expenditures level and lapses at year end.

Assets, Liabilities and Net Position

Fair Value of Financial Instruments

The District's financial instruments include cash and investments, accounts receivable and accounts payable. The District estimates that the fair value of all financial instruments at December 31, 2023, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The carrying amount of these financial instruments approximates fair value because of the short maturity of these instruments.

Deposits and Investments

The District's cash and short-term investments with maturities of three months or less from the date of acquisition are considered to be cash on hand.

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a minimum number of bank accounts. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Estimates

The preparation of these financial statements in conformity with GAAP requires the District management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Deferred property taxes are deferred and recognized as an inflow of resources in the period that the amounts become available.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable using the straight-line method.

Depreciation on property that will remain assets of the District is reported on the Statement of Activities as a current charge. Improvements that will be conveyed to other governmental entities are classified as construction in progress and are not depreciated. Land and certain landscaping improvements are not depreciated.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April 30 or if in equal installments, at the taxpayers' election, in February and June. Delinquent taxpayers are notified in July or August and the sales of the resultant tax liens on delinquent properties are generally held in November or December. The County Treasurer remits the taxes collected monthly to the District.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows in the year they are levied and measurable since they are not normally available nor are they budgeted as a resource until the subsequent year. The deferred property taxes are recorded as revenue in the subsequent year when they are available or collected.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

Original Issue Premium

Original issue premium from the Series 2019A Bonds is being amortized over the term of the bonds using the effective interest method. Accumulated amortization amounted to \$7,542 at December 31, 2023.

Fund Equity

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications make the nature and extent of the constraints placed on a government's fund balance more transparent:

Nonspendable Fund Balance

Nonspendable fund balance includes amounts that cannot be spent because they are either not spendable in form (such as inventory or prepaids) or are legally or contractually required to be maintained intact.

The nonspendable fund balance of \$9,076 represents prepaid expenses.

Restricted Fund Balance

The restricted fund balance includes amounts restricted for a specific purpose by external parties such as grantors, bondholders, constitutional provisions or enabling legislation.

The restricted fund balance in the General Fund represents Emergency Reserves that have been provided as required by Article X, Section 20 of the Constitution of the State of Colorado. A total of \$1,006 of the General Fund balance has been reserved in compliance with this requirement.

The restricted fund balance in the Debt Service Fund in the amount of \$532,097 is restricted for the payment of the debt service costs associated with the Series 2019A Bonds and 2019B Bonds (see Note 4).

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Committed Fund Balance

The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance

Assigned fund balance includes amounts the District intends to use for a specific purpose. Intent can be expressed by the District's Board of Directors or by an official or body to which the Board of Directors delegates the authority.

Unassigned Fund Balance

Unassigned fund balance includes amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

Net Position

Net Position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The District can report three categories of net position, as follows:

Net investment in capital assets – consists of net capital assets, reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.

Restricted net position – net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows of resources related to the restricted assets.

Unrestricted net position – consists of all other net position that does not meet the definition of the above two components and is available for general use by the District.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the District will use the most restrictive net position first.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Note 2: Cash and investments

As of December 31, 2023, cash and investments are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and investments	\$ 17,811
Cash and investments - restricted	<u>531,863</u>
Total	<u>\$ 549,674</u>

Cash and investments as of December 31, 2023, consist of the following:

Deposits with financial institutions	\$ 4,950
Investments – COLOTRUST	41,167
Investments - Morgan Stanley #8304	<u>503,557</u>
	<u>\$ 549,674</u>

Deposits

Custodial Credit Risk

The Colorado Public Deposit Protection Act, (“PDPA”) requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

The District follows state statutes for deposits. None of the District’s deposits were exposed to custodial credit risk.

Investments

Credit Risk

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments. Colorado statutes specify the types of investments meeting defined rating and risk criteria in which local governments may invest. These investments include obligations of the United States and certain U.S. Government agency entities, certain money market funds, guaranteed investment contracts, and local government investment pools.

Custodial and Concentration of Credit Risk

None of the District’s investments are subject to custodial or concentration of credit risk.

Interest Rate Risk

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Investment Valuation

Certain investments are measured at fair value within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District's investment in COLOTRUST is not required to be categorized within the fair value hierarchy. This investment's value is calculated using the net asset value method (NAV) per share. The District's investment in Morgan Stanley Institutional Liquidity Fund #8304 is not required to be categorized within the fair value hierarchy. This investment's value is calculated using the NAV method.

As of December 31, 2023, the District had the following investments:

COLOTRUST

The local government investment pool, Colorado Local Government Liquid Asset Trust ("COLOTRUST"), is rated AAAM by Standard & Poor's with a weighted average maturity of under 60 days. COLOTRUST is an investment trust/joint venture established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST using the net asset value method. COLOTRUST operates similarly to a money market fund with each share maintaining a value of \$1.00. The COLOTRUST offers shares in three portfolios, one of which is COLOTRUST PLUS+. COLOTRUST PLUS+ may invest in U.S. Treasuries, government agencies, the highest-rated commercial paper, certain corporate securities, certain money market funds, and certain repurchase agreements, and limits its investments to those allowed by State statutes. Purchases and redemptions are available daily at a net asset value (NAV) of \$1.00. A designated custodial bank provides safekeeping and depository services to COLOTRUST in connection with the direct investment and withdrawal function of COLOTRUST. The custodian's internal records identify the investments owned by participating governments. There are no unfunded commitments and there is no redemption notice period. On December 31, 2023, the District had \$41,167 invested in COLOTRUST Plus+.

Morgan Stanley Institutional Liquidity Fund #8304

The District's funds that are in the trust accounts at the UMB Bank were invested in Morgan Stanley Institutional Liquidity Fund #8304. This fund is a money market fund and each share is equal in value to \$1.00. The fund is AAAM rated and invests exclusively in repurchase agreements collateralized by U.S. Treasury securities and U.S. Treasury debt. The average maturity of the underlying securities is 55 days. At December 31, 2023, the District had \$503,557 invested in Morgan Stanley Institutional Liquidity Fund #8304.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Note 3: Capital Assets

An analysis of the changes in capital assets for the year ended December 31, 2023, follows:

<u>Governmental Type Activities:</u>	<u>Balance 1/1/2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 12/31/2023</u>
<u>Capital assets not being depreciated:</u>				
Construction in progress	\$ 3,772,873	\$ -	\$ -	\$ 3,772,873
Total capital assets not being depreciated	<u>3,772,873</u>	<u>-</u>	<u>-</u>	<u>3,772,873</u>
Government type assets, net	<u>\$ 3,772,873</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,772,873</u>

Pursuant to the Service Plan, all public improvements are to be owned and maintained by the City upon their completion and acceptance by the City, except for park and recreation improvements, which the District is obligated to continue to own and operate.

Note 4: Long Term Debt

A description of the long-term obligations as of December 31, 2023, is as follows:

\$3,935,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019A and \$628,000 Subordinate General Obligation Limited Tax Bonds, Series 2019B

On August 20, 2019, the District issued \$3,935,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019A ("Series 2019A Bonds") and \$628,000 Subordinate General Obligation Limited Tax Bonds, Series 2019B ("Series 2019B Bonds"). The Series 2019A Bonds were issued for the purpose of paying or reimbursing Project Costs, funding a portion of the interest to accrue on the Series 2019A Senior Bonds, funding the Senior Reserve Fund, and paying the cost of issuance of the Series 2019A Senior Bond and the Series 2019B Subordinate Bonds. The Series 2019B Bonds were issued for purpose of paying or reimbursing Project Costs. The Series 2019A Bonds bear interest at the rate of 5.00%, payable semiannually on each June 1 and December 1, commencing on December 1, 2019, and mature on December 1, 2049. The Series 2019B Bonds bear interest at the rate of 7.750%, payable annually on December 15, commencing on December 15, 2019, to the extent that Subordinate Pledged Revenue is available, and mature on December 15, 2049. The Series 2019A Bonds are subject to a mandatory sinking fund redemption commencing on December 1, 2023, and are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities, commencing on September 1, 2024, upon payment of par, accrued interest, and a redemption premium that ranges between 0% and 3%.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

The Series 2019A Bonds are secured by the Senior Required Mill Levy, the portion of the Specific Ownership Tax which is collected as a result of the Senior Required Mill Levy, and any other legally available moneys as determined by the District. The Series 2019A Bonds are also secured by the Senior Reserve Fund and the Senior Surplus Fund. The Series 2019B Bonds are secured by the Subordinate Required Mill Levy, the portion of the Specific Ownership Tax which is collected as a result of the Subordinate Required Mill Levy, the amount in the Senior Surplus Fund after the termination of such fund pursuant to the Senior Indenture, and any other legally available monies as determined by the District.

The 2019B bonds are “cash flow” bonds meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest not paid will accrue and compound until there is sufficient Subordinate Pledged Revenue for payment. In the event any amounts due and owing on the 2019B Bonds remain outstanding on December 16, 2059, such amounts shall be deemed discharged and shall no longer be due and outstanding.

Events of Default as defined in the Series 2019A Bonds and the Series 2019B Bonds indentures include 1) the failure or refusal of the District to impose the Required Mill levy, 2) the default by the District in the performance or observance of any other of the covenants, agreements, or conditions of the Indenture or the Bond Resolution, and failure to remedy the same after notice thereof pursuant to the Indenture, and 3) the filing of a petition under the federal bankruptcy laws or other applicable laws seeking to adjust the obligations represented by the Bonds. Failure to pay the principal of or interest on the Series 2019B Bonds when due shall not, of itself, constitute an Event of Default under the Indenture. Remedies available in the Event of Default include 1) receivership, 2) suit for judgment, and 3) other suits. Acceleration of the Series 2019A Bonds or the Series 2019B Bonds is not an available remedy for an Event of Default.

The following is a summary of the annual long-term debt principal and interest requirements for the Series 2019A Bonds.

	Principal	Interest	Total
2024	\$ 45,000	\$ 194,750	\$ 239,750
2025	50,000	192,500	242,500
2026	55,000	190,000	245,000
2027	60,000	187,250	247,250
2028	65,000	184,250	249,250
2029-2033	415,000	866,500	1,281,500
2034-2038	605,000	745,250	1,350,250
20239-2043	850,000	570,750	1,420,750
2044-2048	1,165,000	328,500	1,493,500
2049	585,000	29,250	614,250
	<u>\$ 3,895,000</u>	<u>\$ 3,489,000</u>	<u>\$ 7,384,000</u>

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Because of the uncertainty of the timing of the principal and interest payment on the Series 2019B Bonds, no schedule of principal and interest payments is presented.

The following is an analysis of changes in long-term debt for the year ending December 31, 2023:

	Balance 1/1/2023	Additions	Deletions	Balance 12/31/2023	Current Portion
General Obligation Bonds					
Series 2019A Bonds	\$ 3,935,000	\$ -	\$ 40,000	\$ 3,895,000	\$ 45,000
Series 2019B Bonds	628,000	-	-	628,000	-
Other					
Developer Advance - Operations					
Principal	71,834	-	-	71,834	-
Accrued Interest	14,529	5,747	-	20,276	-
Developer Advance - Capital					
Principal	317,956	-	-	317,956	-
Accrued Interest	77,145	25,436	-	102,581	-
Premium on Series 2019 Bonds	33,019	-	1,762	31,257	-
	<u>\$ 5,077,483</u>	<u>\$ 31,183</u>	<u>\$ 41,762</u>	<u>\$ 5,066,904</u>	<u>\$ 45,000</u>

Debt Authorization

On May 5, 2018, a majority of the qualified electors of the District authorized the issuance of indebtedness in the amount not to exceed \$57,500,000 for the purpose of financing the costs of acquiring, construction, relocating, installing, completing and otherwise providing public improvements. As of December 31, 2023, \$52,937,000 of this authorization remains unissued. The Service Plan provides that the District shall not issue bonds or other debt in excess of \$10,500,000. At December 31, 2023, \$5,937,000 of this authorization remains unissued.

Note 5: Other Agreements

Funding, Acquisition and Reimbursement Agreement

On October 4, 2018, the District entered into a Funding, Acquisition and Reimbursement Agreement with the Developer. Pursuant to this agreement, the Developer agrees to advance funds to and/or on behalf of the District for costs incurred or to be incurred by the District related to the installation, construction, operation, maintenance, repair and replacement of infrastructure, engineering, architectural, surveying, construction planning, construction management, and related legal, accounting and other professional services in order for the District to provide the public infrastructure, improvements and services as set forth in the Service Plan. Advances made by the Developer under this agreement bear simple interest at the rate of 8.0% per annum. This agreement terminates on December 31, 2021, provided, however, that the District's obligations thereunder remain until repayment in full of Developer Advances.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Operations Funding Agreement

On October 4, 2018, the District entered into an Administrative, Operations and Maintenance Advance and Reimbursement Agreement with the Boulder Creek Riverdale Ranch LLC (the “Developer”) (the “Operations Funding Agreement”). The Operations Funding Agreement sets forth the rights, obligations and procedures for the Developer to advance funds to the District for funding Operating Costs, and for the District to reimburse the Developer for such advances. The Developer agreed, to incur and or advance funds in a maximum amount not to exceed a total amount of \$50,000 per year for a period of three years to December 31, 2021, unless otherwise agreed to by the Developer, during the term of the Operations Funding Agreement as may be reasonably requested by the District to pay Operating Costs. The Developer agreed to make an Operations Advance for the reasonable Funding Shortfall for the period requested within 30 days from receipt of the written request. The District agreed that it will, from available sources, reimburse the Developer for all respective Operations Advances, together with simple interest thereon at a rate of 8.0% per annum commencing as of the date of each Operations Advance. The Operations Funding Agreement terminates on December 31, 2021; provided, however, that the District’s obligations thereunder remain until repayment in full of the Operations Advances.

Intergovernmental Agreement Regarding the Service Plan

On August 22, 2018, the District and the City entered into an Intergovernmental Agreement Regarding the Service Plan for the District (“the IGA”) which requires the District to convey all Public Improvements to the City or other appropriate jurisdiction except for park and recreation improvements, which the District is obligated to continue to own and operate. The IGA, with minor exceptions, also generally prohibits the District from constructing, acquiring or operating any fire protection, television relay and television and telecommunication facilities. The IGA further requires all Public Improvements to generally be constructed in accordance with City standards and specifications and be subject to City zoning and land use requirements. Finally, the IGA limited any District debt to \$10,500,000, prohibits the imposition of any fee for debt that is payable by an end user of taxable property subsequent to the issuance of a certificate of occupancy, imposes a maximum debt service mill levy that is consistent with the District’s definitions of Senior Required Mill Levy and Subordinate Required Mill Levy contained in the Indentures, and imposes a maximum debt service mill levy imposition term that is consistent with the discharge dates described herein.

Note 6: Tax, Spending and Debt Limitations

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer Bill of Rights (“TABOR”), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

On May 8, 2018, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

Note 7: Risk Management

Except as provided in the Colorado Governmental Immunity Act, 24-10-101, et seq., CRS, the District may be exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors or omissions; injuries to agents; and natural disasters. The District has elected to participate in the Colorado Special Districts Property and Liability Pool ("the Pool") which is an organization created by intergovernmental agreement to provide common liability and casualty insurance coverage to its members at a cost that is considered economically appropriate. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for auto, public officials' liability, and property and general liability coverage. In the event aggregated losses incurred by the Pool exceed its amounts recoverable from reinsurance contracts and its accumulated reserves, the District may be called upon to make additional contributions to the Pool on the basis proportionate to other members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

RIVERDALE RANCH METROPOLITAN DISTRICT

Notes to Financial Statements December 31, 2023

Note 8: Related Party

A majority of the Board of Directors are employees, owners or are otherwise associated with the Developer and may have conflicts of interest in dealing with the District. Management believes that all potential conflicts, if any, have been disclosed to the Board.

Note 9: Reconciliation of Government-Wide Financial Statements and Fund Financial Statements

The Government Funds Balance Sheet/Statement of Net Position includes an adjustments column. The adjustments have the following elements:

- 1) Capital improvements used in government activities are not financial resources and, therefore are not reported in the funds; and,
- 2) long-term liabilities such as bonds payable, developer advances payable and accrued interest on bonds and developer advances are not due and payable in the current period and, therefore, are not in the funds.

The Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances/Statement of Activities includes an adjustments column. The adjustments have the following elements:

- 1) Governmental funds report capital outlays as expenditures; however, in the statement of activities, the costs of those assets are held as construction in progress pending transfer to other governmental entities or depreciated over their useful lives;
- 2) governmental funds report interest expense on the modified accrual basis; however, interest expense is reported on the full accrual method in the statement of activities; and,
- 3) governmental funds report developer advances and/or bond proceeds as revenue and report interest as expenditures; however, these are reported as changes to long-term liabilities on the government-wide financial statements.

SUPPLEMENTAL INFORMATION

RIVERDALE RANCH METROPOLITAN DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - DEBT SERVICE FUND

For the Period Ended December 31, 2023

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
REVENUES			
Property taxes	\$ 222,048	\$ 221,073	\$ (975)
Specific ownership taxes	11,102	15,195	4,093
Interest and other income	<u>-</u>	<u>26,737</u>	<u>26,737</u>
Total Revenues	<u>233,150</u>	<u>263,005</u>	<u>29,855</u>
EXPENDITURES			
Bond interest expense	196,750	196,750	-
Bond principal	40,000	40,000	-
Paying Agent Fees	8,500	7,000	1,500
Treasurer's fees	<u>3,331</u>	<u>3,319</u>	<u>12</u>
Total Expenditures	<u>248,581</u>	<u>247,069</u>	<u>1,512</u>
NET CHANGE IN FUND BALANCE	(15,431)	15,936	31,367
FUND BALANCE:			
BEGINNING OF PERIOD	<u>494,813</u>	<u>516,161</u>	<u>21,348</u>
END OF PERIOD	<u>\$ 479,382</u>	<u>\$ 532,097</u>	<u>\$ 52,715</u>

The notes to the financial statements are an integral part of these statements.

RIVERDALE RANCH METROPOLITAN DISTRICT

SUMMARY OF ASSESSED VALUATION, MILL LEVY AND PROPERTY TAXES COLLECTED

December 31, 2023

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied		Total Property Tax		Percent Collected to Levied
		General	Debt Service	<u>Levied</u>	<u>Collected</u>	
2019	\$ 71,590	10.000	55.277	\$ 4,673	\$ 4,673	100.00%
2020	\$ 71,290	10.000	55.664	\$ 4,681	\$ 4,681	100.00%
2021	\$ 1,258,950	10.000	55.664	\$ 82,668	\$ 80,432	97.30%
2022	\$ 3,920,500	10.000	55.664	\$ 257,436	\$ 257,377	99.98%
2023	\$ 3,963,720	8.500	56.020	\$ 255,739	\$ 254,617	99.56%
Estimated for year ending December 31, 2024	\$ 5,408,820	6.561	64.722	\$ 385,557		

NOTE

Property taxes collected in any one year include collection of delinquent property taxes levied and/or abatements or valuations in prior years. Information received from the County Treasurer does not permit identification of specific year assessment.

APPENDIX B

SELECTED DEFINITIONS

“*2018 Election*” means the election of the eligible electors of the District duly called and held on Tuesday, May 8, 2018 in accordance with law and pursuant to due notice.

“*Additional Bonds*” means the following obligations, but only if such obligations are payable from or secured by the Pledged Revenue or any portion thereof, or are payable from or secured by a promise to impose ad valorem property taxes derived from a debt service mill levy of the District: (a) all obligations of the District for borrowed money and reimbursement obligations; (b) all obligations of the District evidenced by bonds, debentures, notes, or other similar instruments; (c) all obligations of the District to pay the deferred purchase price of property or services; (d) all obligations of the District as lessee under leases which extend beyond the then-current fiscal year of the District; (e) all obligations of the District represented by certificates of participation; and (f) all obligations of others guaranteed by the District. Notwithstanding the foregoing, provided that none of the following obligations described in clauses (i) through (viii) below are payable from or secured by the Pledged Revenue or any portion thereof or are payable from or secured by a promise to impose ad valorem property taxes derived from a debt service mill levy of the District, the term “Additional Bonds” does not include:

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

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

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

(d) obligations of the District payable solely from periodic, recurring service charges imposed by the District for the use of any District facility or service, which obligations do not constitute a debt or indebtedness of the District or an obligation required to be approved at an election under Colorado law;

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

(f) payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of operations of the District; and

(g) any obligation pursuant to which the County certifies a mill levy on behalf of the District under Section 24-10-113, C.R.S.

“*Assessed Valuation*” means the final certified assessed valuation of all taxable property of the District, as calculated and certified by the assessor of each county in which taxable real or personal property of the District is located on or about December 10 of each year, or on such other date as may be established by law for the annual final certification of assessed valuation.

“*Authorized Denominations*” means, initially, the amount of \$5,000 or any integral multiple of \$1,000 in excess thereof.

“*Beneficial Owner*” means any person for which a Participant acquires an interest in the Bonds, as evidenced by an affidavit of such person, records or written notice of a Participant provided to the Trustee.

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

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

“*Bond Fund*” means a special fund of the District designated as the “Riverdale Ranch Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, Bond Fund,” established by the provisions of the Indenture for the purpose of paying the principal of, premium if any, and interest on the Bonds.

“*Bond Insurance Commitment*” means that certain offer to issue the Bond Insurance Policy, designated as the Commitment, issued by the Bond Insurer.

“*Bond Insurance Policy*” or “*Policy*” means the Municipal Bond Insurance Policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

“*Bond Insurer*” means Assured Guaranty Inc., sometimes referred to as “AG,” or any successor thereto.

“*Bond Insurer Default*” means the occurrence and continuance of one or more of the following events, in each case subject to the Bond Insurer’s rights of subrogation as provided herein: (a) the Bond Insurer has failed to make any payment under the Bond Insurance Policy when due and owing in accordance with its terms; or (b) the Bond Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar proceeding or the filing of any such petition, which proceeding or filing is not discharged or terminated within 90 days from the commencement date or filing date thereof, as applicable; (ii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property; (iii) file an answer admitting the material allegations of a petition filed against it in any such proceeding; (iv) make a general assignment for the benefit of creditors; or (v) take action for the purpose of effecting any of the foregoing; or (c) any state or federal agency or instrumentality shall order the suspension of payment on the Bond Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Bond Insurer (including without limitation under the Maryland insurance law), which order or approval is not discharged or terminated within 90 days from the date it was granted.

“*Bond Insurer Reimbursement Amounts*” has the meaning ascribed thereto in the section of the Indenture entitled “Concerning the Bond Insurance Policy,” and generally means the sum of all amounts paid by the Bond Insurer under the Bond Insurance Policy and interest thereon from the date paid by the Bond Insurer until payment in full, at the rate specified therein.

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

“*Bond Year*” means, (a) with respect to the Bonds, initially, the period commencing on the date of issuance of the Bonds through and including December 1, 2025, and thereafter, the period commencing on December 2 of any calendar year through and including December 1 of the immediately succeeding calendar year, and (b) with respect to any other Senior Bonds, the period designated as such (or the substantial equivalent) in the Senior Bond Documents pursuant to which such other Senior Bonds are issued.

“*Bonds*” means the Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, in the aggregate principal amount of \$5,175,000, issued by the District pursuant to this Indenture and the Bond Resolution.

“*Boulder Creek*” means Boulder Creek Riverdale Ranch, LLC, a Colorado limited liability company, in its capacity as the developer of the residential community located within the District.

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

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

“*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.

“*Consent Party*” means (a) the Owner of a Bond or, if such Bond is held in the name of Cede, either the Participant (as determined by a list provided by DTC) with respect to such Bond or the Beneficial Owner of such Bond, and (b) except during a Bond Insurer Default, the Bond Insurer shall be deemed to be a Consent Party to the extent its consent is otherwise required for any matter or amendment in accordance with the terms of the Indenture. The District may at its option determine whether the Owner or the Participant is a Consent Party under clause (a) above with respect to any particular amendment or other matter under the Indenture.

“*Conversion Date*” means the first date on which (a) the Debt to Assessed Ratio is 50% or less and (b) no amounts of principal or interest on the Bonds are due but unpaid.

“*Costs of Issuance Fund*” means a special fund of the District designated as the “Riverdale Ranch Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, Costs of Issuance Fund,” established by the provisions of the Indenture for the purpose of paying the costs of issuance of the Bonds.

“*Counsel*” means a person, or firm of which such a person is a member, authorized in any state to practice law.

“*County*” means Adams County, Colorado.

“*County Assessor*” means the Assessor of the County.

“*County Treasurer*” means the Treasurer of the County.

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

“*Debt to Assessed Ratio*” means the ratio derived by dividing (a) the then-outstanding principal amount of all general obligation debt of the District by (b) the most recent Assessed Valuation of the District.

“*Depository*” means any securities depository as the District may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which is to act as securities depository for the Bonds.

“*Discharge Date*” means December 2, 2058, being the date on which no further payments will be due on the Bonds (including any Bond Insurer Reimbursement Amounts and any Reserve Policy Costs), regardless of the amount of principal and interest (or policy claims) paid prior to that date, and as more particularly provided in the Indenture.

“*District*” means the Riverdale Ranch Metropolitan District, in the City of Thornton, Adams County, Colorado, and its successors and assigns.

“*District Accountant*” means Simmons & Wheeler, P.C., Englewood, Colorado.

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

“*DTC*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns. References in the Indenture to DTC are to include any nominee of DTC in whose name any Bonds are then registered.

“*Escrow Account*” means the escrow account established under the Escrow Agreement into which a portion of the proceeds of the Bonds in an amount equal to the Redemption Prices of the Refunded Bonds will be deposited for application in accordance with the Escrow Agreement.

“*Escrow Agent*” means UMB Bank, n.a., Denver, Colorado, in its capacity as escrow agent under the Escrow Agreement.

“*Escrow Agreement*” means the Refunding Escrow Agreement to be dated as of the date of issuance of the Bonds by and among the Escrow Agent, the District and the Refunded Bonds Trustee.

“*Event of Default*” means any one or more of the events set forth in the Indenture.

“*Facilities Funding Agreement*” means the Funding, Acquisition and Reimbursement Agreement (Capital) dated October 4, 2018 between the District and Boulder Creek.

“*Federal Securities*” means direct obligations of (including obligations issued or held in book-entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Final Maturity Date*” means December 1, 2054, being the final maturity date of the Bonds.

“*Indenture*” means the Indenture of Trust as originally executed or as it may from time to time be supplemented or amended by one or more amendments or indentures supplemental to the Indenture entered into pursuant to the applicable provisions of the Indenture.

“*Insured Bonds*” means the Bonds insured by the Bond Insurance Policy. (This definition is used in the provisions of the Indenture regarding certain provisions of the Bond Insurance Policy and the Bond Insurer; however, *for avoidance of doubt*, all of the Bonds issued pursuant to the Indenture and Outstanding under the Indenture are insured by the Bond Insurance Policy).

“*Interest Payment Date*” means each regularly scheduled interest payment date on the Bonds, being June 1 and December 1 of each year, commencing June 1, 2025 and continuing for so long as the Bonds are Outstanding.

“*Maximum Debt Mill Levy Imposition Term*” means the limited period during which the District may impose a debt service mill levy under its Service Plan as provided in Section VI.D of the Service Plan, with such exceptions thereto as are set forth therein, as the same may be amended or modified from time to time in accordance with the provisions thereof and applicable law.

“*Outstanding or Outstanding Bonds*” means, as of any particular time, all Bonds which have been duly authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation because of payment at maturity or prior redemption;

(b) Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to the Indenture) are to have been theretofore deposited with the Trustee, or Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to the Indenture) are to have been placed in escrow and in trust; and

(c) Bonds issued in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture as a result of a Bond transfer or lost, stolen, destroyed or mutilated Bonds.

“*Owner(s) or Owner(s) of Bonds*” means the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Trustee, including the Depository for the Bonds, if any, or its nominee.

“*Participants*” means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

“*Permitted Investments*” means any investment or deposit the District is permitted to make under then applicable State law including, without limitation, Section 24-75-601.1, C.R.S., as amended.

“*Permitted Refunding Bonds*” means Senior Bonds issued for refunding or refinancing purposes, so long as each of the following conditions are met:

(a) Such refunding obligations are issued solely for the purpose of refunding a portion of the Bonds or refunding, in whole or any part, any other Senior Bonds; provided, however, that proceeds of such refunding obligations may also be applied to pay all costs and expenses in connection with such refunding; to fund capitalized interest, reserve funds, surplus funds and other similar funds and accounts; and to pay the costs of letters of credit, credit facilities, interest rate exchange agreements, bond insurance, or other financial products pertaining to such refunding.

(b) Such refunding obligations do not increase the District’s scheduled debt service in any year from the scheduled debt service in effect prior to the issuance of such refunding obligations. For purposes of the foregoing, refunding obligations which have any scheduled payment dates in any year which is after the maturity of the Bonds or other Senior Bonds being refunded are to be deemed to increase the District’s debt service in any year.

(c) The maximum amount of any Senior Bond Reserve Fund securing such refunding obligations are not to exceed an amount equal to 10% of the par amount of such refunding obligations.

(d) The maximum amount of any Senior Bond Surplus Fund securing such refunding obligations are not to exceed an amount equal to 10% of the par amount of such refunding obligations.

(e) Such refunding obligations are payable on the same day or days of the calendar year as the Bonds, and are not subject to acceleration.

(f) The ad valorem mill levy pledged to the payment of the refunding obligations is not higher than and is subject to the same deductions and adjustments as the ad valorem mill levy pledged to the payment of the Bonds or other Senior Bonds being refunded.

(g) The remedies for defaults under such refunding obligations are substantially the same as the remedies applicable to the Bonds or other Senior Bonds being refunded.

“*Pledged Revenue*” means the following:

(a) the Property Tax Revenues;

(b) the Specific Ownership Tax Revenues; and

(c) any other legally available moneys which the District determines, in its absolute discretion, to transfer to the Trustee for credit to the Bond Fund.

“*Policy*” or “*Bond Insurance Policy*” means the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal of and interest on the Bonds when due.

“*Principal Payment Date*” means (a) each mandatory sinking fund redemption date set forth in the Indenture, and (b) each Bond maturity date, including the Final Maturity Date.

“*Project*” means the acquisition, construction, and installation of public facilities the debt for which was approved at the 2018 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, but not limited to, reimbursement or payment of such costs in accordance with the Facilities Funding Agreement and/or any similar agreement, and including, without limitation, the following:

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;
- (d) the costs of reimbursing funds advanced by the District in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan;
- (e) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (f) the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents or employees;
- (g) the costs of publishing, reproducing, posting, mailing, or recording documents;
- (h) the costs of contingencies or reserves;
- (i) the costs of issuing the Bonds;
- (j) the costs of amending this Indenture, the Bond Resolution, or any other instrument relating to the Bonds or the Project;
- (k) 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;
- (l) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- (m) the costs of demolition, removal, and relocation;
- (n) the costs of organizing and activating the District; and
- (o) all other lawful costs as determined by the Board.

“*Project Fund*” means the “Riverdale Ranch Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, Project Fund,” established by the provisions of the Indenture for the purpose of paying the Project Costs.

“*Property Tax Revenues*” means all moneys derived from imposition by the District of the Required Mill Levy, net of the collection costs of the County and any tax refunds or abatements authorized by or on behalf of the County.

“*Rating Agency*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC.

“Record Date” means the fifteenth (15th) day of the calendar month next preceding each Interest Payment Date.

“Refunded Bonds Indentures” means, collectively, the Refunded Senior Bond Indenture and the Refunded Subordinate Bond Indenture.

“Refunded Bonds Trustee” means, collectively, the Refunded Senior Bond Trustee and the Refunded Subordinate Bond Trustee.

“Refunded Bonds” means, collectively, the Refunded Senior Bonds and the Refunded Subordinate Bonds.

“Refunded Bonds Redemption Prices” means the Refunded Senior Bond Redemption Price and the Refunded Subordinate Bond Redemption Price.

“Refunded Senior Bond Indenture” means the Indenture of Trust (Senior) dated August 20, 2019 between the District and the Refunded Senior Bond Trustee pursuant to which the Refunded Senior Bonds were issued.

“Refunded Senior Bond Trustee” means UMB Bank, n.a., Denver, Colorado, in its capacity as the trustee, bond registrar and paying agent for the Refunded Senior Bonds under the Refunded Senior Bond Indenture.

“Refunded Senior Bond Redemption Price” means the sum of the principal amount of the Refunded Senior Bonds outstanding on their date of redemption plus accrued and unpaid interest thereon to the redemption date, together with a redemption premium equal to 3.00% of the principal so redeemed.

“Refunded Senior Bonds” means the General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019A, issued by the District in the aggregate principal amount of \$3,935,000 (also referred to in the recitals of the Indenture as the “Prior 2019 Senior Bonds”).

“Refunded Subordinate Bond Indenture” means the Indenture of Trust (Subordinate) dated August 20, 2019 between the District and the Refunded Subordinate Bond Trustee pursuant to which the Refunded Subordinate Bonds were issued.

“Refunded Subordinate Bond Trustee” means UMB Bank, n.a., Denver, Colorado, in its capacity as the trustee, bond registrar and paying agent for the Refunded Subordinate Bonds under the Refunded Subordinate Bond Indenture.

“Refunded Subordinate Bond Redemption Price” means the sum of the principal amount of the Refunded Subordinate Bonds outstanding on their date of redemption plus accrued and unpaid interest thereon to the redemption date, together with a redemption premium equal to 3.00% of the principal so redeemed.

“Refunded Subordinate Bonds” means the Subordinate General Obligation Limited Tax Bonds, Series 2019B, issued by the District in the aggregate principal amount of \$628,000 (also referred to in the recitals hereof as the “Prior 2019 Subordinate Bonds”).

“*Required Mill Levy*” is to have the following meanings:

(a) Subject to paragraph (c) below, prior to the Conversion Date, 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 sufficient to fund the Bond Fund for the relevant Bond Year and pay the Bonds as they come due (and to pay Bond Insurer Reimbursement Amounts, if applicable), and to replenish, if necessary, the Reserve Fund to the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), but (i) not in excess of 50.000 mills; provided however, that if, after January 1, 2004, there were or are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the maximum mill levy set forth above in this paragraph (a) is to 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 generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation is to be deemed to be a change in the method of calculating assessed valuation.

(b) Subject to paragraph (c) below, on and after the Conversion Date, an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal of and interest on the Bonds as the same become due (and to pay Bond Insurer Reimbursement Amounts, if applicable) and to maintain the Reserve Fund in the amount of the Reserve Requirement (and to pay Reserve Policy Costs, if applicable), without limitation of rate and in amounts sufficient to make such payments when due. On and after the Conversion Date, the definition of “*Required Mill Levy*” is to be determined exclusively by this paragraph (b) regardless of any subsequent increase in the Debt to Assessed Ratio.

(c) Notwithstanding anything in the Indenture to the contrary, in no event may the Required Mill Levy be established at a mill levy which would constitute a material departure from the requirements of the Service Plan, or 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 or create a material departure from the Service Plan, the Required Mill Levy is to be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Service Plan occurs.

“*Reserve Fund*” means a special fund of the District designated as the “Riverdale Ranch Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, Reserve Fund,” created by the provisions of the Indenture for the purposes set forth in the Indenture.

“*Reserve Fund Guaranty*” means the Reserve Policy and any other insurance policy, surety bond, letter of credit, guaranty, financial guarantee bond, or similar instrument issued by a financial institution whose unsecured, unenhanced, and uncollateralized indebtedness is rated: “A-” or better by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or (b) “A3” or better by Moody’s Investors Services Inc., which instrument is to unconditionally insure or guarantee the deposit to the Reserve Fund of the amounts specified therein on or before the dates on which moneys in the Reserve Fund may be required to be used under the Indenture.

“*Reserve Fund Guaranty Provider*” means (a) with respect to the Reserve Policy, the Bond Insurer, and (b) with regard to any other Reserve Fund Guaranty, the issuer of such Reserve Fund Guaranty.

“*Reserve Policy*” means that certain Municipal Bond Debt Service Reserve Insurance Policy issued by the Reserve Fund Guaranty Provider upon issuance of the Bonds in satisfaction of the Reserve Requirement as provided therein.

“*Reserve Policy Costs*” means repayment of draws under the Reserve Policy, if any, plus all related expenses incurred by the Bond Insurer in its capacity as the Reserve Fund Guaranty Provider, plus accrued interest thereon, all to the extent payable by the District in accordance with the provisions of the Reserve Policy and this Indenture.

“*Reserve Requirement*” means the amount of \$344,600. The Reserve Requirement is being satisfied upon issuance of the Bonds through the issuance of the Reserve Policy.

“*Revenue Fund*” means a special fund of the District designated as the “Riverdale Ranch Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, Revenue Fund,” created by the provisions of the Indenture for the purposes set forth therein.

“*Scheduled Payment Date*” means an Interest Payment Date and/or a Principal Payment Date, as applicable.

“*Senior Bond Documents*” means, with respect to any Senior Bonds outstanding other than the Bonds, the indenture, resolution, loan agreement, custodial agreement, paying agent agreement or other instrument(s) pursuant to which such other Senior Bonds are issued.

“*Senior Bond Reserve Fund*” means any fund or account created for the purpose of securing the payment of Senior Bonds other than the Bonds, excluding any Senior Obligations Bond Fund and any Senior Bond Surplus Fund, and provided that such fund is fully funded as of the date of issuance of the applicable Senior Bonds from the proceeds thereof or from any other source other than the revenue pledged to such Senior Bonds.

“*Senior Bond Surplus Fund*” means any fund or account created for the purpose of securing the payment of Senior Bonds other than the Bonds, provided that such fund or account is not initially fully funded on the date of issuance of the applicable Senior Bonds but, rather, is to be funded from revenues pledged to the payment of such Senior Bonds which are accumulated in such fund or account after the date of issuance of such Senior Bonds. For purposes of this definition, no Senior Obligations Bond Fund are to constitute a Senior Bond Surplus Fund.

“*Senior Bond Trustee*” means, with respect to any Senior Bonds other than the Bonds, the trustee, custodian, paying agent or lender, as applicable, under the Senior Bond Documents pursuant to which such other Senior Bonds were issued.

“*Senior Bonds*” means the Bonds and any Additional Bonds having a lien upon the Pledged Revenue or any part thereof on a parity with the lien thereon of the Bonds, and superior to the lien of all Subordinate Bonds, payable in whole or in part from the Pledged Revenue described in clauses SECOND and THIRD (and, under certain circumstances, clause FOURTH) of the Indenture entitled “Application of Pledged Revenue; Flow of Funds.” For purposes of this definition, Additional Bonds payable in whole or in part from, or having a lien upon the District’s ad valorem tax revenues are to be considered obligations having a lien upon the Pledged Revenue or any part thereof. Any Senior Bonds issued hereafter are to be issued only in accordance with the provisions of the Indenture, but may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District.

“*Senior Obligations Bond Fund*” means any fund or account created for the purpose of securing the payment of Senior Bonds other than the Bonds, where such fund or account is funded either from (i) capitalized interest or (ii) revenues pledged to the payment of such Senior Bonds. For purposes of this definition, no Senior Bond Surplus Fund or Senior Bond Reserve Fund are to constitute a Senior Obligations Bond Fund.

“*Service Plan*” means the Service Plan for Riverdale Ranch Metropolitan District, City of Thornton, Colorado, dated January 25, 2018 and approved by the City Council of the City pursuant to Resolution C.D. No. 2018-036 adopted on February 27, 2018, as the same may be modified or amended from time in accordance with the provisions thereof and applicable law.

“*Special District Act*” means Title 32, Article 1, Colorado Revised Statutes.

“*Special Record Date*” means the record date for determining Bond ownership for purposes of paying unpaid interest, as such date may be determined by the Trustee in accordance with the Indenture.

“*Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to the District pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of imposition by the District of the Required Mill Levy in accordance with the provisions of the Indenture.

“*State*” means the State of Colorado.

“*Subordinate Bond Documents*” means the indenture, resolution, loan agreement, custodial agreement, paying agent agreement or other instrument(s) pursuant to which any Subordinate Bonds are issued hereafter.

“*Subordinate Bond Trustee*” means the trustee, custodian, paying agent or lender under the Subordinate Bond Documents pursuant to which the corresponding Subordinate Bonds were issued.

“*Subordinate Bonds*” means Additional Bonds having a lien upon the Pledged Revenue or any part thereof junior and subordinate to the lien thereon of the Bonds (and any other Senior Bonds), payable in whole or in part from moneys described in clause FIFTH of the section of the Indenture entitled “Application of Pledged Revenue; Flow of Funds,” and not from moneys described in clauses FIRST through FOURTH of such section. For purposes of this definition, Additional Bonds having a lien upon the District’s ad valorem tax revenues are to be considered obligations having a lien upon the Pledged Revenue or any part thereof. Any Subordinate Bonds hereafter issued are to be issued only in accordance with the provisions of the Indenture, but may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District.

“*Supplemental Act*” means the “Supplemental Public Securities Act,” being Title 11, Article 57, Part 2, C.R.S.

“*Tax Code*” the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

“*Tax Compliance Certificate*” means the certificate to be signed by the District relating to the requirements of Sections 103 and 141-150 of the Tax Code.

“*Trust Estate*” means the moneys, securities, revenues, receipts, and funds transferred, pledged, and assigned to the Trustee pursuant to the Granting Clauses of the Indenture.

“*Trustee*” means UMB Bank, n.a., in Denver, Colorado, in its capacity as trustee under the Indenture, or any successor trustee, appointed, qualified, and acting as trustee, paying agent, and bond registrar under the provisions of the Indenture.

“*Trustee Fees*” means the amount of the fees and expenses of the Trustee charged or incurred in connection with the performance of its ordinary services and duties rendered under the Indenture (and under any other indenture entered into by the District in connection with the issuance of additional indebtedness), as the same become due and payable as described in the Indenture, but not in excess of \$4,000 annually for each series of Senior Bonds (including the Bonds) and \$3,000 annually for each series of Subordinate Bonds, provided, however, that this definition does not include expenses incurred by the Trustee in connection with the performance of extraordinary services and duties as described in the Indenture, which expenses are to be payable by the District in accordance with the provisions of the Indenture or the applicable provisions of any other indenture.

“*Underwriter*” means Piper Sandler & Co., Denver, Colorado.

“*Unlimited Tax Receipt Date*” means the first Scheduled Payment Date occurring after the first certification of the Required Mill Levy by the District after the Conversion Date.

[Remainder of Page Intentionally Left Blank]

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information is provided to give prospective investors general information concerning selected economic and demographic conditions existing in the area within which the District are is located. The statistics presented below have been obtained from the referenced sources and represent the most current information available from such sources; however, certain of the information is released only after a significant amount of time has passed since the most recent date of the reported data and therefore, such information may not be indicative of economic and demographic conditions as they currently exist or conditions which may be experienced in the near future. Further, the reported data has not been adjusted to reflect economic trends, notably inflation. Finally, other economic and demographic information not presented herein may be available concerning the area in which the District is located and prospective investors may want to review such information prior to making their investment decision. The following information is not to be relied upon as a representation or guarantee of the District or its officers, employees, or advisors.

Population

The following table sets forth the population of the City of Thornton (the “City”), Adams County (the “County”), the Denver metropolitan statistical area (the “DMA”) which includes the counties of Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson and the State of Colorado (the “State”).

Population								
Year	City	Percent Change	County	Percent Change	DMA	Percent Change	State	Percent Change
1980	42,054	--	245,944	--	1,618,461	--	2,889,735	--
1990	55,031	30.86%	265,038	7.76%	1,848,319	14.20%	3,294,473	14.01%
2000	82,384	49.70	363,857	37.28	2,401,501	29.93	4,302,015	30.58
2010	118,772	44.17	441,603	21.37	2,784,228	15.94	5,029,196	16.90
2020	142,118	19.66	519,572	17.66	3,240,895	16.40	5,783,168	14.99
2023 ¹	144,922	1.97	533,580	2.70	3,268,784	0.86	5,876,300	1.61

¹ Estimate.

Source: U.S. Department of Commerce, Bureau of the Census, and Colorado Division of Local Government, Demography Section

[Remainder of Page Intentionally Left Blank]

Housing Stock

The following table sets forth a comparison of housing units within the City and the County.

Housing Units				
	2010	2020	Percent Change	2023 ¹
City	43,230	50,994	17.96%	53,724
County	163,136	187,320	14.82	199,302

¹ Estimate, and the most recent information available.

Source: U.S. Department of Commerce, Bureau of the Census

Income

The following tables set forth historical per capita personal income in Adams County, the State and the United States.

Per Capita Personal Income					
	2019	2020	2021	2022	2023
County	\$45,011	\$48,475	\$53,144	\$56,659	\$58,851
State	61,276	64,693	71,706	76,674	80,068
United States	55,566	59,123	64,460	66,244	69,810

Source: United States Department of Commerce, Bureau of Economic Analysis

School Enrollment

The following table presents a five-year history of enrollment for Brighton School District 27J, the primary school district serving the District.

Historical Enrollment		
Year	Enrollment	Percent Change
2020/2021	19,188	--
2021/2022	20,338	5.99%
2022/2023	22,687	11.55
2023/2024	23,108	1.86
2024/2025	24,014	3.92

Source: Colorado Department of Education

Building Activity

The following tables set forth historical building permit activity for the City and the County.

History of Estimated New Building Activity in the City of Thornton

Year	Residential		Commercial	
	Permits	Valuation	Permits	Valuation
2020	908	\$235,943,074	28	\$45,363,951
2021	860	330,203,039	25	71,995,055
2022	658	275,642,396	2	5,151,698
2023	394	203,365,062	5	15,085,389
2024	203	90,438,723	1	8,045,692
2025 ¹	122	45,835,442	1	1,229,238

¹ Building permits issued through February 14, 2025.

Source: City of Thornton Building Department

History of Building Permit Activity in Unincorporated Adams County

Year	Single-Family		Multi-Family		Commercial/Industrial	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
2020	234	\$64,234,760	26	\$14,293,800	29	\$ 99,13,753
2021	250	69,730,430	103	22,229,061	20	74,499,363
2022	126	39,362,949	9	1,575,949	24	41,742,205
2023	192	65,222,471	--	--	36	214,752,284
2024	349	91,084,788	4	1,067,978	13	37,912,514
2025 ¹	34	11,119,551	20	4,086,487	2	1,385,000

¹ Building permits issued through February 28, 2025.

Source: Adams County Community and Economic Development Department

Foreclosure Activity

The number of foreclosures filed in the County are set forth in the following table.

History of Foreclosures in Adams County

Year	Foreclosures	Percent Change
2020 ¹	207	--
2021 ¹	102	(50.72)%
2022	691	577.45
2023	618	(10.56)
2024	625	1.13
2025 ²	154	--

¹ The decrease in the number of foreclosures filed in 2020 and 2021 was the result of the State imposed restrictions in place regarding foreclosures.

² Foreclosures filed through March 6, 2025.

Source: Adams County Public Trustee

Retail Sales

The following table sets forth retail sales figures as reported by the State for the City, the County, the DMA and the State.

Retail Sales (in thousands)¹

Year	City	Percent Change	County	Percent Change	DMA	Percent Change	State	Percent Change
2019	3,205,812	--	\$26,828,311	--	\$136,013,390	--	\$224,618,938	--
2020	3,513,845	9.61%	26,519,233	(1.15)%	139,570,376	2.62%	233,586,882	3.99%
2021	3,992,767	13.63	30,179,392	13.80	159,902,963	14.57	268,328,759	14.87
2022	4,417,181	10.63	36,062,790	19.49	178,182,674	11.43	299,923,777	11.77
2023	4,670,096	5.73	32,560,977	(9.71)	177,973,601	(0.12)	302,570,432	0.88
2024 ¹	4,441,979	--	28,097,404	--	160,925,005	--	273,758,725	--

¹ Retail sales through November 30, 2024.

Source: State of Colorado, Department of Revenue, Sales Tax Reports, 2019-2024

Employment

The following tables set forth employment statistics by industry and the most recent historical labor force estimates for Adams County, the Denver Aurora-Lakewood metropolitan statistical area, which includes the counties of Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson (the “Denver Aurora-Lakewood MSA”) and the State.

Total Business Establishments and Employment—Adams County						
Industry ¹	Second Quarter 2023		Second Quarter 2024		Quarterly Change	
	Units	Average Employment	Units	Average Employment	Units	Average Employment
Agriculture, Forestry, Fishing and Hunting	56	975	48	884	(8)	(91)
Mining	48	964	46	987	(2)	23
Utilities	34	961	34	970	0	9
Construction	2,027	26,202	1,921	26,406	(106)	204
Wholesale Trade	1,208	18,057	1,177	18,344	(31)	287
Information	234	2,588	226	2,435	(8)	(153)
Finance and Insurance	674	3,878	636	3,392	(38)	(486)
Real Estate, Rental and Leasing	747	3,481	722	3,669	(25)	188
Professional and Technical Services	2,188	9,081	2,198	9,508	10	427
Management of Companies and Enterprises	169	1,690	166	1,805	(3)	115
Administrative and Waste Services	966	17,047	912	16,980	(54)	(67)
Educational Services	237	25,926	242	26,765	5	839
Health Care and Social Assistance	1,049	33,245	1,075	34,653	26	1,408
Arts, Entertainment and Recreation	153	3,105	154	3,256	1	151
Accommodation and Food Services	925	19,171	893	19,017	(32)	(154)
Other Services, Ex. Public Administration	1,119	7,072	1,043	7,180	(76)	108
Public Administration	65	10,136	66	10,665	1	529
Unclassified	175	185	69	39	4	(146)
Total ²	<u>14,585</u>	<u>245,255</u>	<u>14,033</u>	<u>248,371</u>	<u>(552)</u>	<u>3,116</u>
Government ³						
Federal Government	46	3,623	45	3,639	(1)	16
Local Government	59	21,892	60	22,685	1	793
State Government	35	24,225	36	25,139	1	914

¹ Information provided herein reflects only those employers who are subject to State unemployment insurance law.

² Totals may not add due to rounding.

³ Government figures *are* included within the industry categories listed above.

Source: Colorado Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW)

[Remainder of Page Intentionally Left Blank]

Labor Force Estimates

Year	Adams County		Denver-Aurora-Lakewood MSA		Colorado	
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed
2019	275,440	2.9%	1,677,324	2.7%	3,148,766	2.8%
2020 ¹	275,779	7.9	1,669,888	7.5	3,125,294	7.3
2021 ¹	281,041	6.4	1,708,003	5.7	3,190,760	5.6
2022	283,794	3.6	1,732,168	3.4	3,235,022	3.4
2023	284,485	3.4	1,741,744	3.1	3,228,781	3.3
2024 ²	284,324	4.5	1,739,169	4.1	3,241,864	4.1

¹ As a result of the COVID-19 pandemic and the federal government induced quarantine, unemployment numbers increased exponentially in 2020 and 2021.

² Labor force averages through December 31, 2024.

Source: State of Colorado, Division of Employment and Training, Labor Market Information, Colorado Labor Force Review

Selected major employers in the City, the County and the Denver Metropolitan Area are set forth in the following tables. No independent investigation has been made of and there can be no representation as to the stability or financial condition of the entities listed below, or the likelihood that they will maintain their status as major employers.

City of Thornton Selected Major Employers ¹

Employer	Product or Service
Amazon	Distribution
Adams 12 Five Star Schools	K-12 Education
Thornton (City of)	City Government
North Suburban Medical Center	Full-Service Hospital
WalMart Stores	Retail Trade
King Soopers	Grocery Stores
Appliance Factory Outlet	Distribution
American Furniture Warehouse	Retail Trade
Main Event	Entertainment
Topgolf	Entertainment

¹ Major employers as of Q4, 2024.

Source: City of Thornton, Economic Development

2023 Selected Major Employers in Adams County ¹

Firm	Product or Service	Estimated Number of Employees
University of Colorado Hospital	Healthcare, Research	12,970
Amazon	Warehouse Distribution	10,870
Children's Hospital	Healthcare	6,020
United Parcel Service	Parcel Delivery	4,410
Walmart	Retail Stores	3,020
FedEx	Shipping Services	2,700
Kroger	Grocery Stores	2,070
Sturgeon Electric	Electrical Services	1,610
Shamrock Foods	Food Distribution	1,400
Xclusive Services	Staffing Agency	1,370

¹ Does not include governmental entity employers.

Source: Metro Denver Economic Development – County profiles; Bureau of Labor – Labor Force Data; Colorado Department of Labor and Employment and the County's 2023 Audit

2023 Selected Major “Private Sector” Employers in the Denver Metropolitan Area ¹

Firm	Product or Service	Estimated Number of Employees ²
UCHealth	Health Care–Hospital and Clinics	27,400
HCA-HealthONE LLC	Health Care Provider	12,226
Echostar (fka Dish Network)	Telecommunications	6,280
Ball Corporation	Packaging	5,859
University of Denver	Higher Education	3,841
Deloitte LLP and Subsidiaries	Audit, Consulting, Advisory, Tax Services	2,563
American Furniture Warehouse	Retail Furniture and Accessories	1,641
Arrow Electronics Inc.	Technology, Electric Components and Computing Solutions	1,500
RK Industries LLC	Manufacturing and Facilities Services	1,124
Mtech Mechanical	Commercial Mechanical and Plumbing Contractor	560

¹ Only entities that replied to inquiries are included. Public sector information (i.e., U.S. Government, State of Colorado, county and local municipalities, public university/college and public schools) is no longer readily available from the Denver Business Journal.

² As of December 31, 2023.

Source: Denver Business Journal, July 31, 2024

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

[THIS PAGE INTENTIONALLY LEFT BLANK]

CONTINUING DISCLOSURE AGREEMENT

RIVERDALE RANCH METROPOLITAN DISTRICT IN THE CITY OF THORNTON, ADAMS COUNTY, COLORADO

LIMITED TAX (CONVERTIBLE TO UNLIMITED TAX) GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS SERIES 2025

This Continuing Disclosure Agreement (this “**Agreement**”) is entered into as of March 27, 2025, by and between Riverdale Ranch Metropolitan District, City of Thornton, Adams County, Colorado (the “**District**”) and UMB Bank, n.a., Denver, Colorado, as trustee (the “**Trustee**”) under the Indenture (defined below) and as dissemination agent hereunder relating to the District’s Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, issued in the original aggregate principal amount of \$5,175,000 (the “**Bonds**”).

Section 1. Purpose. This Agreement is being executed and delivered by the parties hereto for the benefit of the holders of the Bonds, in order to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 (the “**Rule**”), and in consideration for the purchase by Piper Sandler & Co. (the “**Underwriter**”) of the Bonds pursuant to the terms of a Bond Purchase Agreement between the Underwriter and the District dated March 18, 2025.

Section 2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings set forth in the Indenture (defined below) and the Official Statement (defined below). The capitalized terms set forth below shall have the following respective meanings for purposes of this Agreement:

“**Annual Budget Report**” means the report attached hereto as **Appendix B**.

“**Annual Financial Report**” means the report attached hereto as **Appendix A**.

“**Audited Financial Statements**” means the District’s most recent annual financial statements prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Colorado.

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

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“**MSRB**” means the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“Official Statement” means the Official Statement dated March 18, 2025, prepared in connection with the offer and sale of Bonds.

“Participant” means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository (as such terms are defined in the Indenture) holds Bonds.

“Indenture” means the Indenture of Trust dated March 27, 2025, between the Trustee and the District, pursuant to which the Bonds were issued.

Section 3. Periodic Reporting Requirements.

a. Timing of Reports.

i. **Annual Financial Reports.** The District shall provide Annual Financial Reports to the Trustee as follows:

Last Day of Annual Reporting Period	Date Trustee Sends Notice to District and Fund Balance Information for Section 1 (“Trustee Notice Date”)	Date Annual Financial Report is Due to Trustee (“Due Date”)	Date Annual Financial Report is Due to Be Filed with the MSRB (“Filing Date”)
December 31	September 30	November 5	November 15

The first Annual Financial Report will be due for the annual reporting period ending December 31, 2025 (*i.e.*, the Annual Financial Report due to be filed with the MSRB on or before November 15, 2026).

iii. **Annual Budget Reports.** The District shall provide Annual Budget Reports to the Trustee as follows:

First Day of Annual Budget Reporting Period	Date Trustee Sends Notice to District (“Trustee Notice Date”)	Date Annual Budget Report is Due to Trustee (“Due Date”)	Date Annual Budget Report is Due to Be Filed with the MSRB (“Filing Date”)
January 1	January 15	January 31	February 15

The first Annual Budget Report will be due for the year beginning January 1, 2026 (*i.e.*, the Annual Budget Report due to be filed with the MSRB on or before February 15, 2026).

b. Contents of Reports.

i. ***Annual Financial Reports.*** For each Annual Financial Report, the District shall complete all sections of the Annual Financial Report.

ii. ***Annual Budget Reports.*** For each Annual Budget Report, the District shall complete all sections of the Annual Budget Report.

iii. ***Incorporation by Reference.*** Any or all of the items required to be updated may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA or any website designated by the MSRB as an internet website for filing such information, or filed with the United States Securities and Exchange Commission. The District shall clearly identify each such document incorporated by reference.

c. Trustee's Duties. The Trustee shall:

i. determine prior to each Filing Date the appropriate electronic format prescribed by the MSRB;

ii. on or before each Trustee Notice Date, send written notice to the District which: (x) states that the Annual Financial Report or Annual Budget Report, as applicable, will be due by the applicable Due Date; and (y) for Annual Financial Reports, provides the information required by Section 1 of the Annual Financial Report;

iii. on or before each Filing Date, provide to the MSRB (in an electronic format as prescribed by the MSRB) the completed Annual Financial Report or Annual Budget Report, as applicable. Each Annual Financial Report and Annual Budget Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(b)(iii) above;

iv. if necessary, file the Notice of Failure to File Report form attached as **Appendix C** with the MSRB as required by Section 3(d);

v. upon request, file a report with the District at the address in the following paragraph certifying that the Annual Financial Report, Annual Budget Report or Notice of Failure to File Report, as applicable, has been provided to the MSRB pursuant to this Agreement, stating the date it was provided and listing all the entities to which it was provided.

d. Failure to File Reports. If the District fails to provide to the Trustee the Annual Financial Report or the Annual Budget Report by the applicable Due Date, which results in the Trustee's inability to provide an Annual Financial Report or Annual Budget Report to the MSRB by the applicable Filing Date, the Trustee shall file or cause to be filed a notice in substantially the form attached as **Appendix C** with the MSRB. If the Trustee files or causes to be filed a notice in substantially the form attached as **Appendix C** with the MSRB, the Trustee shall submit a copy of such filing to the District, as follows:

[Remainder of page intentionally left blank]

To the District: Riverdale Ranch Metropolitan District
c/o White Bear Ankele Tanaka & Waldron, P.C.
2154 E Commons Avenue, Suite 2000
Centennial, Colorado 80122
Telephone: (303) 858-1800
Email:
sallen@wbapc.com
mpeck@wbapc.com
tcrosby@wbapc.com

With a copy to: Simmons & Wheeler
304 Iverness Way South, Suite 490
Englewood, Colorado 80112
Telephone: (303) 689-0833
Email:
diane@simmonswheeler.com

e. Means of Transmitting Information. Subject to technical and economic feasibility, the District shall employ such methods of information transmission as the Trustee shall reasonably request. All documents provided to the MSRB pursuant to this Agreement shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Agreement, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

Section 4. Notice of Material Events. No later than ten (10) Business Days after the occurrence of any of the following events, the District shall give, or cause to be given, notice to the MSRB through EMMA, of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of Bond holders, if material;

- (8) Bond calls, if material, and, whether or not material, tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the District;
- (13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of defaults, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect the holders of the Bonds, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Whenever the Trustee obtains actual knowledge of the occurrence of any of the aforementioned events, the Trustee shall promptly notify the District of such event. For purposes of this paragraph, “actual knowledge” of the Trustee means actual knowledge by an officer of the Trustee having responsibility for matters regarding the Indenture or the Bonds.

Section 5. Termination. The obligations of the District and the Trustee as to information in the Annual Financial Reports, and the obligations of the District as to the Annual Budget Reports, shall terminate at such time as none of Bonds are Outstanding under the Indenture.

Section 6. Liability for Content of Information Provided. So long as the parties to this Agreement act in good faith, such entities shall not be liable for any errors, omissions or misstatements in the information provided pursuant to this Agreement.

Section 7. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may only be amended with the consent of the majority of the Owners of Bonds then Outstanding.

Section 8. Default. Any failure by the District to perform in accordance with this Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If the District fails to comply with this Agreement, any Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations hereunder.

Section 9. Severability. 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 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 11. Compensation. As compensation for its services under this Agreement, the Trustee shall be compensated or reimbursed by the District for its reasonable fees and expenses in performing the services specified under this Agreement.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the District, the Trustee, the Underwriter, and the Beneficial Owners from time to time of Bonds, and shall create no rights in any other person or entity.

Section 13. Trustee's Duties; Removal or Resignation as Dissemination Agent. The Trustee shall have only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Trustee, and the District agrees, to the extent permitted by law and under the terms of the Indenture, to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performances of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim or liability, but excluding liabilities due to the Trustee's negligence or willful misconduct. The Trustee may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the District. The Trustee shall not be responsible in any manner for the content of any notice or Annual Financial Report prepared by the District pursuant to this Agreement and shall not be responsible for the District's failure to file a complete Annual Financial Report. The obligations of the District under this Section shall survive resignation or removal of the Trustee and payment of Bonds.

Section 14. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Assignment. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

[Signature Page Follows]

This Continuing Disclosure Agreement is executed as of the date first set forth above.

RIVERDALE RANCH METROPOLITAN DISTRICT

By _____
Authorized Officer

UMB BANK, n.a., as Trustee

By _____
Authorized Officer

**APPENDIX A
(TO CONTINUING DISCLOSURE AGREEMENT)**

FORM OF ANNUAL FINANCIAL REPORT

**RIVERDALE RANCH METROPOLITAN DISTRICT
IN THE CITY OF THORNTON,
ADAMS COUNTY, COLORADO**

**LIMITED TAX (CONVERTIBLE TO UNLIMITED TAX)
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2025**

Date of Report: _____

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (“**Agreement**”) entered into as of March 27, 2025, by and between Riverdale Ranch Metropolitan District, City of Thornton, Adams County, Colorado (the “**District**”) and UMB Bank, n.a., Denver, Colorado, as trustee (“**Trustee**”) for the above-captioned bonds (the “**Bonds**”). Unless otherwise stated, all information contained herein is the most current information available as of the Date of Report specified above.

Section 1. Fund Balances [District to complete, based upon information received from the Trustee; to be updated annually].

The amount on deposit in each of the following funds for the Bonds is as set forth below:

- (a) Amount on deposit in the Project Fund is \$ _____;
- (b) Amount on deposit in the Bond Fund is \$ _____; and
- (c) Amount on deposit in the Reserve Fund is:
 - (i) \$ _____ and
 - (ii) the Reserve Policy in the amount of \$ _____.

Section 2. Additional District Information to be Updated [District to complete; to be updated annually].

(a) The District shall update the following tables included in the Official Statement:

1. History of the District's Assessed Valuation and Mill Levies
2. History of the District's Property Tax Collections
3. 2024 Assessed and "Actual" Valuation of Classes of Property in the District¹
4. 2024 Largest Taxpayers Within the District²
5. Total 2024 Mill Levies Within the District
6. District General Fund Revenues, Expenditures and Changes in Fund Balance
7. District Debt Service Fund Revenues, Expenditures and Changes in Fund Balance
8. District General Fund Budget Summary and Comparison
9. District Debt Service Fund Budget Summary and Comparison

¹ The District is to update this for the year of its most recent available assessed valuation information, whether preliminary or final.

² The District is to update this for the most recent year for which such information is available.

(b) The District shall update the following table regarding its actual assessed valuation:

Year	Assessed Valuation	
	Projected ⁽¹⁾	Actual ⁽²⁾
2024	\$5,406,170	\$5,406,170
2025	5,730,628	
2026	5,615,759	
2027	5,732,822	
2028	5,726,685	
2029	5,846,089	
2030	5,839,830	
2031	5,961,621	
2032	5,955,235	
2033	6,079,462	
2034	6,072,948	
2035	6,199,658	
2036	6,193,014	
2037	6,322,257	
2038	6,315,479	
2039	6,447,307	
2040	6,440,393	
2041	6,574,857	
2042	6,567,803	
2043	6,704,956	
2044	6,697,760	
2045	6,837,655	
2046	6,830,315	
2047	6,973,007	
2048	6,965,520	
2049	7,111,065	
2050	7,103,427	
2051	7,251,882	
2052	7,244,091	
2053	7,395,514	

⁽¹⁾ The source of this column is the Underwriter. Reflects the “levy year” assessed valuation.

⁽²⁾ District to insert the final assessed valuation certified by the County Assessor on or before December 10 of each year. Reflects the “levy year” assessed valuation.

(c) The District shall attach the Audited Financial Statements for the previous year (20__).³

The information contained in this Annual Financial Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Annual Financial Report is neither intended nor shall be construed as a document updating the Official Statement for the Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Annual Financial Report by any person or entity shall create no obligation or liability of the District or the Trustee.

³ The Annual Financial Report shall contain or incorporate by reference a copy of the District’s Audited Financial Statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If Audited Financial Statements are not available by the applicable Filing Date, unaudited financial statements of the District will be provided as part of the Annual Financial Report and Audited Financial Statements will be provided when available.

The undersigned hereby certifies that he or she is an authorized representative of the District, and further certifies on behalf of the District that the information contained in the foregoing Annual Financial Report is, to his or her actual knowledge, true, accurate and complete. This Annual Financial Report may be executed below on counterpart signature pages.

RIVERDALE RANCH METROPOLITAN DISTRICT

By _____
Authorized Officer

[Signature/Certification Page to Annual Financial Report]

**APPENDIX B
(TO CONTINUING DISCLOSURE AGREEMENT)**

FORM OF ANNUAL BUDGET REPORT

**RIVERDALE RANCH METROPOLITAN DISTRICT
IN THE CITY OF THORNTON,
ADAMS COUNTY, COLORADO**

**LIMITED TAX (CONVERTIBLE TO UNLIMITED TAX)
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2025**

Date of Report: _____

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (“**Agreement**”) entered into as of March 27, 2025, by and between Riverdale Ranch Metropolitan District, City of Thornton, Adams County, Colorado (the “**District**”) and UMB Bank, n.a., Denver, Colorado, as trustee (“**Trustee**”) for the above captioned bonds (the “**Bonds**”). Unless otherwise stated, all information contained herein is the most current information available as of the Date of Report specified above. This report contains information pertaining to the District.

Section 1. Adopted Budget. Attached hereto is the annual budget for the District for the fiscal year ending December 31, 20__, adopted by the Board of Directors of the District on ____, 20__. Included in, or attached to, such budget is evidence of the certification by the District of its mill levies specified in **Section 3** below.

Section 2. Assessed Value and Actual Value.

(a) **Assessed Value.** The current assessed value of the District, as published or certified by the county assessor, is \$_____, as certified as of December 20__.

(b) **Actual Value.** The current “actual value” of the District, as such term is used and published or certified by the county assessor, is \$_____, as certified as of December 20__.

Section 3. Mill Levies. The District certified a mill levy of ____ mills on _____ [insert date] to the county assessor, comprised of the following mills:

- (i) ____ mills for debt service; and
- (ii) ____ mills for operations.

The information contained in this Annual Budget Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Annual Budget Report is neither intended nor shall be construed as a document updating the Official

Statement for Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of Bonds for the purpose of making a subsequent investment decision with respect to Bonds.

Receipt of this Annual Budget Report by any person or entity shall create no obligation or liability of the District or the Trustee.

The undersigned hereby certifies that he or she is the authorized representative of the District, and further certifies on behalf of the District that the information contained in the foregoing Annual Budget Report is, to his or her actual knowledge, true, accurate and complete.

RIVERDALE RANCH METROPOLITAN DISTRICT

By _____
Authorized Officer

**APPENDIX C
(TO CONTINUING DISCLOSURE AGREEMENT)**

NOTICE OF FAILURE TO FILE REPORT

Name of Issuer: Riverdale Ranch Metropolitan District, City of Thornton, Adams County, Colorado (the **“District”**)

Bond Issue: Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025, in the original aggregate principal amount of \$5,175,000 (the **“Bonds”**)

CUSIPs: 768701 AC8; 768701 AD6; 768701 AE4; 768701 AF1; 768701 AG9; 768701 AH7; 768701 AJ3; 768701 AK0; 768701 AL8; 768701 AM6; 768701 AN4; 768701 AP9; 768701 AQ7; 768701 AR5

Date of Issuance: March 27, 2025

NOTICE IS HEREBY GIVEN that the District has not provided an (check as appropriate) ☐ Annual Financial Report ☐ Annual Budget Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated March 27, 2025, between the District and the Trustee.

The District anticipates that the (check as appropriate) ☐ Annual Financial Report ☐ Annual Budget Report will be filed by _____.

Dated: _____, 20____.

UMB BANK, n.a., as Trustee

By: _____
Authorized Officer

APPENDIX E

FORM OF BOND COUNSEL OPINION

March 27, 2025

Riverdale Ranch Metropolitan District
Thornton, Colorado

Assured Guaranty Inc.
New York, New York

Piper Sandler & Co.
Denver, Colorado

\$5,175,000
Riverdale Ranch Metropolitan District
In the City of Thornton, Adams County, Colorado
Limited Tax (Convertible to Unlimited Tax) General
Obligation Refunding and Improvement Bonds
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to Riverdale Ranch Metropolitan District, in the City of Thornton, Adams County, Colorado (the “District”), in connection with the District’s issuance of its \$5,175,000 Limited Tax (Convertible to Unlimited Tax) General Obligation Refunding and Improvement Bonds, Series 2025 (the “Bonds”). The Bonds are authorized pursuant to an authorizing resolution of the Board of Directors of the District adopted prior to the issuance of the Bonds (the “Bond Resolution”) and are issued and secured pursuant to that certain Indenture of Trust dated as of the date of issuance of the Bonds (the “Indenture”), by and between the District and UMB Bank, n.a., as trustee (the “Trustee”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms by the Indenture.

We have examined the Constitution and laws of the State of Colorado, the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraphs 5 and 6 below; and such certified proceedings, certificates, documents, opinions and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the District contained in the Bond Resolution and the Indenture, and other certifications of public officials of the District and others furnished to us without undertaking to verify the same by independent investigation. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as certified, conformed, or photocopies.

Based upon the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The Bonds are valid and binding limited tax (convertible to unlimited tax) general obligations of the District, payable solely from the Pledged Revenue and the funds and accounts pledged therefor under the Indenture.

2. 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 Bonds.

3. The Bond Resolution and, assuming the due execution of the Indenture by the Trustee, the Indenture constitute valid and binding obligations of the District, legally enforceable against the District in accordance with their respective terms; provided, however, that no opinion is expressed herein as to the enforceability of Section 9.01(m) of the Indenture or any other provision pursuant to which the District purports to indemnify the Trustee or any other person.

4. The Indenture creates a valid lien on the Pledged Revenue and on the funds and accounts pledged therein for the security of the Bonds, subject to the provisions, conditions, and limitations contained in the Indenture. We express no opinion regarding the priority of the lien on the Pledged Revenue or on the funds and accounts created by the Indenture.

5. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds (including any original issue discount property allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Also, because the District has properly designated the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code, in the case of certain banks, thrift institutions or other financial institutions owning the Bonds, a deduction is allowed for 80% of that portion of such institutions’ interest expense allocable to interest on the Bonds. The opinions set forth in the preceding sentences assume the accuracy of certain representations of the District and compliance by the District with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause such interest to be included in gross income for federal income tax purposes or could otherwise adversely affect such opinions retroactive to the date of issuance of the Bonds. The District has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations.

6. Under State of Colorado statutes existing on the date hereof, to the extent interest on the Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. We express no opinion regarding other state tax consequences arising with respect to the Bonds under the laws of the State of Colorado or any other state or jurisdiction.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

As bond counsel, we are passing only upon matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any offer or sale of the Bonds or upon any federal or Colorado tax consequences arising from the receipt or accrual of interest on or the ownership of the Bonds except those specifically addressed above.

The District is our sole client in this transaction and we have not been engaged by, nor have we undertaken to advise any other party or to opine as to matters not specifically covered herein. This opinion letter is solely for the benefit of the addressees hereof and may not be circulated, quoted or relied upon by any party other than the addressees without our prior written consent, except that a copy may be included in the closing transcripts for the Bonds. The inclusion of Piper Sandler & Co. and Assured Guaranty Inc. as addressees of this opinion letter does not create or imply an attorney-client relationship between Kutak Rock LLP and either party.

[Remainder of Page Intentionally Left Blank]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning The Depository Trust Company (“DTC”) New York, NY and DTC’s book-entry-only system has been obtained from DTC, and the District and the Underwriter take no responsibility for the accuracy thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Bonds and deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation & Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P Global Ratings rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry-system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Tender or Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Tender or Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit for tendered Bonds to Tender or Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

[Remainder of Page Intentionally Left Blank]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY



MUNICIPAL BOND INSURANCE POLICY

ISSUER:

Policy No.: -N

BONDS: \$ in aggregate principal amount of

Effective Date:

Premium: \$

ASSURED GUARANTY INC. ("AG"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AG, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AG shall have received Notice of Nonpayment, AG will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AG, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AG. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AG is incomplete, it shall be deemed not to have been received by AG for purposes of the preceding sentence and AG shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AG shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AG hereunder. Payment by AG to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AG under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AG shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AG which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

AG may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AG pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AG and shall not be deemed received until received by both and (b) all payments required to be made by AG under this Policy may be made directly by AG or by the Insurer's Fiscal Agent on behalf of AG. The Insurer's Fiscal Agent is the agent of AG only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AG to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AG agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AG to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AG, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY INC. has caused this Policy to be executed on its behalf by its Authorized Officer.

ASSURED GUARANTY INC.

By _____
Authorized Officer

1633 Broadway, New York, N.Y. 10019

(212) 974-0100

Form 500 (8/24)

