

**CERTIFIED RECORD
OF
PROCEEDINGS OF**

**BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2
(IN THE TOWN OF GYPSUM)
EAGLE COUNTY, COLORADO**

Relating to the issuance of:

**General Obligation Limited Tax Refunding Bonds
Series 2025**

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EXHIBIT A – FORM OF THE BONDS

RESOLUTION

A RESOLUTION OF BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS FOR THE PURPOSE OF REFINANCING OUTSTANDING BONDS OF THE DISTRICT AT LOWER INTEREST RATES; PROVIDING FOR THE IMMEDIATE PAYMENT AND CANCELLATION OF THE REFUNDED BONDS; PROVIDING FOR THE LEVY OF PROPERTY TAXES TO PAY THE REFUNDING BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; AND APPROVING DOCUMENTS AND OTHER ACTIONS RELATING THERETO.

WITNESSETH:

WHEREAS, Buckhorn Valley Metropolitan District No. 2, is a quasi-municipal corporation duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (unless otherwise indicated, capitalized terms used in this preamble but not otherwise defined shall have the meanings set forth in section 1 of this Resolution); and

WHEREAS, at elections of the qualified electors of the District, duly called and held, respectively, on May 2, 2000, and November 7, 2000, the Election Authorization provided for the issuance of District indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities; and

WHEREAS, on or about March 6, 2003, the District duly authorized, sold, issued and delivered its General Obligation Limited Tax Bonds, Series 2003, in the original principal amount of \$2,500,000 bearing compounding interest at a rate of 7.00% per annum (of which bonds there remains outstanding \$2,055,000 in principal amount plus accrued and unpaid interest), which bonds are subject to optional redemption by the District on any date at a redemption price equal to the unpaid principal amount plus accrued and unpaid interest thereon to the date of redemption; and

WHEREAS, on or about February 13, 2008, the District duly authorized, issued and delivered its Subordinate General Obligation Limited Tax Bonds, Series 2008, in the original principal amount of \$8,500,000 bearing simple interest at a rate of 6.00% per annum (of which bonds there remains outstanding \$5,488,836 in principal amount and \$4,690,106 in accrued and unpaid interest as of July 31, 2025), which bonds, following litigation with respect to the amounts due in connection with said obligation and settlement by the parties thereto, are to be fully satisfied and discharged through a final payment to David Garton, Jr. in the amount of \$1,000,000 on or about the date of issuance and delivery of the Bonds; and

WHEREAS, on or about May 25, 2010, the District has duly authorized, sold, issued and delivered its General Obligation Limited Tax Refunding and Improvement Bonds, Series 2010 in the original principal amount of \$7,370,000 bearing compounding interest at rates ranging from 7.25% to 8.00% per annum (of which bonds there remains outstanding \$7,243,000 in principal amount plus accrued and unpaid interest), which bonds are subject to optional redemption by the

District on any date at a redemption price equal to the unpaid principal amount plus accrued and unpaid interest thereon to the date of redemption; and

WHEREAS, Article X, Section 20 of the Colorado Constitution provides that voter approval in advance is not required for refinancing district bonded debt at a lower interest rate; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated, has presented a proposal to the Board to underwrite a public bond offering to refinance the outstanding debt obligations of the District at lower interest rates and the Board has decided that a public offering of the Bonds by negotiated sale would be to the best advantage of the District; and

WHEREAS, based upon an initial credit assessment, Stifel, Nicolaus & Company, Incorporated, has initially indicated that the negotiated sale of the Bonds would benefit from the purchase of municipal bond insurance but that the net interest cost savings to the District, if any, cannot be fully determined until formal requests have been responded to by qualified bond insurers and comparisons made to bond market conditions at that time; and

WHEREAS, the proceeds derived from the Bonds shall be immediately applied to the payment and cancellation of the Refunded Bonds or, if necessary, placed in a special fund and trust account authorized by this Resolution and established with the Bank or the Refunded Bonds Paying Agent for the purpose only of paying the principal of and interest on applicable Refunded Bonds at the earliest possible date, all as more specifically set forth in this Resolution; and

WHEREAS, the Series 2025 Bonds shall be limited mill levy obligations of the District, payable from revenues currently pledged to the Refunded Bonds; and

WHEREAS, the Bonds will be rated in one of its four highest rating categories by one or more nationally recognized organizations which regularly rate such obligations, in conformity the requirements of § 32-1-1101(6), C.R.S. and, upon appropriate filing, the registration exemption provided by § 11-59-110(1)(c), C.R.S.; and

WHEREAS, the District has received and there is available if requested by a member of the Board the proposed form of agreements relating to the Bonds including the Bond Purchase Agreement, and the Paying Agent and Registrar Agreement, as well as the form of the Preliminary Official Statement; and

WHEREAS, the Board desires to authorize the issuance and delivery of the Bonds and the accomplishment of the Refunding Project;

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2:

Section 1. Definitions. As used herein, the following capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise.

“Authorized Denomination” means \$5,000 in principal amount or any integral multiple thereof.

“*Authorized Officer*” means any member of the Board, which individuals shall be authorized to sign any and all agreements, documents and certificates with respect to the issuance and delivery of the Bonds.

“*Bank*” means Zions Bancorporation, N.A., Denver, Colorado, or its successor, a national banking association duly organized and existing under the laws of the United States of America, being a member of the Federal Deposit Insurance Corporation, and having full and complete trust powers.

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

“*Bond Account*” means the account established and designated as such in the section hereof entitled “Bond Account” for the purpose of paying the principal of, premium if any, and interest on the Bonds.

“*Bond Counsel*” means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the District with nationally recognized expertise in the issuance of municipal bonds.

“*Bond Insurance Policy*” means the financial guaranty insurance policy issued by the Bond Insurer pursuant to the Commitment, if any, insuring the payment when due of the principal of and interest on the Bonds as provided therein.

“*Bond Insurer*” means the financial guaranty insurance company, if any, identified in the Sale Certificate.

“*Bond Purchase Agreement*” means the agreement between the District and the Underwriter concerning the purchase of the Bonds by the Underwriter.

“*Bond Related Costs*” means costs, other than the payment of the principal of, premium if any, and interest on the Bonds, in an annual amount not to exceed \$75,000 which are related to covenant compliance set forth in this Resolution and to the payment of the Bonds.

“*Bonds*” and “*Series 2025 Bonds*” means the General Obligation Limited Tax Refunding Bonds, Series 2025, dated as of the Dated Date, as authorized by this Resolution.

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

“*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 § 12-100-112, C.R.S, and any amendment thereto, licensed to practice in the State.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or

in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

“*Commitment*” means that certain written offer, if any, from the Bond Insurer to issue the Bond Insurance Policy and generally designated as the Commitment.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking executed by the District to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12).

“*Costs of Issuance Account*” means the temporary account established with the Bank pursuant to the Paying Agent and Registrar Agreement for the purpose of paying the costs of issuance related to the Bonds.

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

“*County*” means Eagle County, Colorado.

“*Dated Date*” means the original dated date for the Bonds, which shall be the date of delivery of the Bonds.

“*Delegated Authority*” means the authority delegated to an Authorized Officer pursuant to the section hereof entitled “Delegated Authority and Parameters.”

“*Direct Costs of Collection*” means collection costs of the County and any tax refunds or abatements authorized by or on behalf of the County.

“*District*” means Buckhorn Valley Metropolitan District No. 2.

“*DTC*” means the Depository Trust Company, New York, New York, and its successors and assigns.

“*Election Authorization*” means the special elections of the District held on May 2, 2000, and November 7, 2000, at which ballot measures were approved providing for the issuance of the debt obligation represented by the Refunded Bonds.

“*Enabling Laws*” means the Refunding Act, the Special District Act, the Supplemental Act and all other laws of the State enabling the issuance of the Bonds.

“*Event of Default*” means any one or more of the events set forth in the section hereof entitled “Events of Default.”

“*Federal Securities*” means direct, non-redeemable 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 guaranteed by, the United States of America.

“*Interest Payment Date*” means the date or dates upon which interest shall be due and payable with respect to the Bonds as determined by the Sale Delegate and as set forth in the Sale Certificate, which dates are currently expected to be June 1 and December 1 of each year, commencing December 1, 2025, until the principal of the Bonds is paid in full on the final Maturity Date or upon prior redemption.

“*Interest Rate*” means the interest rates on the Bonds as established by the Sale Delegate in accordance with the terms of this Resolution.

“*Letter of Representations*” means the letter of representations from the District to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

“*Limited Mill Levy*” means a rate of ad valorem property tax levy expressed in mills (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 pay the principal of, premium if any, and interest on the Series 2025 Bonds and any Parity Lien Obligations as the same become due and payable, but not in excess of 40 mills; provided however, that in the event the method of calculating assessed valuation is or was changed after January 11, 2000, the maximum and minimum mill levy provided herein shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues realized from the mill levy, as adjusted, are neither diminished nor enhanced from those which would have been realized without such changes in calculation method. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. For tax collection year 2025, the maximum Limited Mill Levy, as adjusted by the Board as provided in the preceding sentences, was 60.902 mills.

“*Maturity Date*” means the scheduled dates for maturing principal of the Bonds as established by the Sale Delegate in accordance with the terms of this Resolution.

“*Official Statement*” means the Official Statement prepared in connection with the sale and issuance of the Bonds.

“*Outstanding*” means, as of any date, all Bonds issued and delivered by the District, except the following:

- (a) any Bond cancelled by the District or the Paying Agent, or otherwise on the District’s behalf, at or before such date;
- (b) any Bond held by or on behalf of the District;
- (c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient to meet all of the payment requirements of the principal of, premium, if any, and interest on such Bond to the date of maturity or prior redemption thereof, shall have theretofore been deposited in trust for such purpose in accordance with the section hereof entitled “Defeasance”; and

(d) any lost, apparently destroyed, or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“*Owner*” means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent as registrar for the Bonds.

“*Parity Obligations*” means bonds, notes, debentures, or other multiple fiscal year financial obligations (a) having a lien upon the Pledged Revenue or any part thereof on a parity with the lien thereon of the Bonds; or (b) for the payment of which the District has promised or is obligated to impose an ad valorem property tax other than, or in addition to, the Limited Mill Levy, unless such obligation is specifically made subordinate to the Bonds.

“*Paying Agent*” means the Bank or its successor, which shall perform or cause to be performed the function of paying agent and registrar with respect to the Bonds.

“*Paying Agent and Registrar Agreement*” means the agreement between the District and the Paying Agent concerning the registration, transfer, exchange and payment of the Bonds.

“*Permitted Investments*” means any lawful investment permitted for the investment of funds of the District under the Enabling Laws and which meet the permitted investment guidelines as set forth in the standard package of the Bond Insurer which is part of the Commitment.

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

“*Pledged Revenue*” means the revenue derived by the District (including any interest income thereon) from the following sources, after deduction of any Direct Costs of Collection and, to the extent permitted by law, Bond Related Costs:

- (a) the Limited Mill Levy;
- (b) Specific Ownership Taxes; and
- (c) any other legally available moneys deposited into the Bond Account.

“*Preliminary Official Statement*” means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

“*Principal Payment Date*” means December 1, or such other date or dates of each year as established in the Sale Certificate for the payment of the principal of the Bonds.

“*Record Date*” means the fifteenth day of the calendar month next preceding each Interest Payment Date.

“*Refunded Bonds*” means the currently outstanding Series 2003 Bonds, the Series 2008 Bonds and the Series 2010 Bonds, or as otherwise provided by the Sale Delegate in the Sale Certificate.

“*Refunded Bonds Authorization*” means the resolutions of the District authorizing the issuance of the Refunded Bonds.

“*Refunded Bonds Paying Agent*” means UMB Bank, n.a., Denver, Colorado, in its capacity as paying agent for the Refunded Bonds, or any successor thereto.

“*Refunded Bonds Requirements*” means the principal and accrued interest due, or otherwise satisfied and discharged by agreement, in connection with the payment in full and cancellation of the Refunded Bonds.

“*Refunding Act*” means Article 56 of Title 11, C.R.S., or any successor thereto.

“*Refunding Project*” means the refinancing of the Refunded Bonds and any other purpose for which proceeds of the Bonds may be expended under the Enabling Laws, including, but not limited to, the payment of the costs of issuance of the Bonds and the refunding, paying and discharging of the Refunded Bonds Requirements.

“*Reserve Account*” means the account established and designated as such in the section hereof entitled “Reserve Account” for the purpose of securing the payment when due of the principal of and interest on the Bonds.

“*Reserve Requirement*” means, to the extent that a Reserve Account is required to be maintained in connection with the Bonds pursuant to the Sale Certificate, the amount provided in the Sale Certificate. The Reserve Requirement may be fulfilled by the purchase of a surety bond.

“*Resolution*” means this Resolution which authorizes the issuance of the Bonds.

“*Sale Certificate*” means the certificate executed by the Sale Delegate as authorized by this Resolution pursuant to § 11-57-205, C.R.S., including but not limited to the identity of the Bond Insurer, provisions required by the Bond Insurer, and the sections hereof entitled “Bond Details” and “Redemption of Bonds Prior to Maturity”.

“*Sale Delegate*” means the District’s Manager, or in his absence any Authorized Officer of the Board.

“*Series 2003 Bonds*” means the General Obligation Limited Tax Bonds, Series 2003, dated March 6, 2003, issued in the original principal amount of \$2,500,000 and currently outstanding in the principal amount of \$2,055,000.

“*Series 2008 Bonds*” means the Subordinate General Obligation Limited Tax Bonds, Series 2008, dated February 13, 2008, issued in the original principal amount of \$8,500,000, and currently outstanding in the principal amount of \$5,448,836.

“*Series 2010 Bonds*” means the General Obligation Limited Tax Refunding and Improvement Bonds, Series 2010 dated May 25, 2010, issued in the original principal amount of \$7,370,000, and currently outstanding in the principal amount of \$7,243,000.

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

“*Specific Ownership Taxes*” means the specific ownership taxes collected by the County and remitted to the District pursuant to § 42-3-107 C.R.S. or any successor statute, to the extent attributable to imposition of the Limited Mill Levy.

“*State*” means the State of Colorado.

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

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

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

“*Underwriter*” means Stifel, Nicolaus & Company, Incorporated, Denver, Colorado, the original purchaser of the Bonds.

Section 2. Authorization. Pursuant to and in accordance with the Enabling Laws, the Board hereby authorizes, approves and orders that there shall be issued the Series 2025 Bonds to finance the Refunding Project. Without limiting the foregoing, the District elects to apply all of the provisions of the Supplemental Act to the Bonds. The Delegated Authority granted to the Sale Delegate pursuant to the terms of this Resolution shall be effective for one year following the effective date of this Resolution.

Section 3. Limited Tax Obligations. The Bonds shall constitute limited tax obligations of the District as provided herein. All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable solely from and to the extent of the Pledged Revenue, and the Pledged Revenue is hereby pledged to the payment of the Bonds. The Bonds shall constitute an irrevocable first lien upon the Pledged Revenue, but not necessarily an exclusive such lien.

Section 4. Bond Details.

(a) ***Registered Form, Denomination, Dated Date and Numbering.*** The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of \$5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter “R.” The Bonds shall be

issued in the Authorized Denomination. Each Bond shall be numbered R-1, and if transferred thereafter numbered consecutively beginning with the number “2” preceded by the letter “R.”

(b) ***Maturity Date, Principal Amount and Interest Rates.*** The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

(c) ***Accrual and Dates for Payment of Interest.*** Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Bond; provided however, that notwithstanding anything herein to the contrary, the District shall not be obligated to pay more than the amount permitted by law and the Election Authorization in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all Bonds will be deemed defeased and no longer Outstanding upon the payment by the District of such amount.

(d) ***Delegation for Sale Certificate.*** The Board hereby delegates to the Sale Delegate for a period of one year from the date of adoption of this Resolution the matters set forth below, subject to the applicable parameters set forth in subsection (e) of this section; and any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the Supplemental Act or the parameters set forth in this section:

- (i) the Dated Date of the Bonds;
- (ii) the Principal Payment Date;
- (iii) the Interest Payment Date;
- (iv) the aggregate principal amount of the Bonds;
- (v) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;
- (vi) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;
- (vii) the Bonds which may be redeemed at the option of the District, the dates upon which such optional redemption may occur with respect to any Bonds, and the prices at which such Bonds may be optionally redeemed;

(viii) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption;

(ix) whether to create and maintain a Reserve Account in order to achieve the rating on the Bonds desired by the District and the amount of the deposit to the Reserve Account to be made from the proceeds of the Bonds, if any, or the fulfillment of the Reserve Requirement with the purchase of a surety bond; and

(x) whether the Bonds will be secured by an assurance of payment as described in the Supplemental Act and the terms of any agreement with the Bond Insurer providing the assurance of payment.

(e) ***Sale Parameters.*** The authority delegated to the Sale Delegate by this section shall be subject to the following parameters:

(i) in no event shall the Sale Delegate be authorized to execute the Bond Purchase Agreement after the date that is one year after the date of adoption of this Resolution;

(ii) the aggregate principal amount of the Series 2025 Bonds shall not exceed \$17,500,000;

(iii) the final Maturity Date for the Bonds shall be no later than December 1, 2055;

(iv) the net effective interest rate on the Bonds shall not exceed 5.50%, which rate is lower than the interest rate accruing on the Refunded Bonds; and

(v) in the event that the Sale Delegate determines, based upon information provided by the Underwriter, that the lowest acceptable premium bid for issuance of the Bond Insurance Policy is less than the interest cost savings to be realized by the District as a result of the issuance of the Bond Insurance Policy, the Sale Delegate shall accept the Commitment issued by the lowest acceptable bidder and the Bonds, or any maturities thereof, shall be issued insured by the Bond Insurance Policy issued by such lowest acceptable bidder, who shall be deemed to be the Bond Insurer hereunder (for purposes of this parameter, the term “lowest acceptable premium bid” means the lowest bid submitted which is not conditioned upon the District’s compliance with conditions deemed unacceptable by the Sale Delegate, and the term “lowest acceptable bidder” means the bidder submitting the lowest acceptable premium bid).

(f) ***Manner and Form of Payment.*** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner

may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the District to make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the District hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) ***Book-Entry Registration.*** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the District of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the District nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

Section 5. Redemption of Bonds Prior to Maturity.

(a) ***Optional Redemption.*** The Bonds may be subject to redemption at the option of the District, in whole or in part, and if in part in such order of maturities as the District shall determine and by lot within a maturity, on such dates and at such prices as set forth in the Sale Certificate.

(b) ***Mandatory Sinking Fund Redemption.*** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

At its option, to be exercised on or before the forty-fifth day next preceding each sinking fund redemption date, the District may (i) deliver to the Paying Agent for cancellation any Bonds with the same Maturity Date as the Bonds subject to such sinking fund redemption and (ii) receive a credit in respect of its sinking fund redemption obligation for any Bonds with the same Maturity Date as the Bonds subject to such sinking fund redemption which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Bond so delivered or previously redeemed shall be credited by the Paying Agent at the principal amount

thereof to the obligation of the District on such sinking fund redemption date, and the principal amount of Bonds to be redeemed by operation of such sinking fund on such date shall be accordingly reduced.

(c) **Redemption Procedures.** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the District by sending a copy of such notice by electronic means to DTC or its successors, or by first class, postage prepaid mail, not less than thirty days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Resolution funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Section 6. Form of the Bonds. The Bonds shall be in substantially the form set forth in Appendix A hereto, with such changes to such form not inconsistent herewith, as may be necessary or desirable and approved by the officials of the District executing the same (whose manual signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the District. Appendix A is an integral part of this Resolution and is incorporated herein as if set forth in full in the body of this Resolution. The Bonds shall recite that they are issued under the authority of the Enabling Laws, and specifically that it is issued pursuant to the Refunding Act and the Supplemental Act.

Section 7. Execution, Authentication and Delivery.

(a) **Execution.** The Bonds shall be executed in the name and on behalf of the District with the manual signature of the President of the District, shall bear a manual or facsimile of the seal of the District and shall be attested by the manual signature of the Secretary of the District, both of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual signature appears on the Bonds cease to be such officer before delivery of the Bonds, such manual signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When the Bonds have been duly executed, the officers of the District are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. The Bonds shall not be secured by or entitled to the benefit of this Resolution, and shall not be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon the Bonds shall be conclusive evidence, and the only competent evidence, that the Bonds have been properly authenticated hereunder.

(c) **Delivery.** Upon the authentication of the Bonds, the Paying Agent shall deliver the same in accordance with the instructions of the Underwriter upon receipt of the agreed purchase price of the Bonds from the Underwriter and the issuance of the approving opinion of Bond Counsel.

Section 8. Registration, Transfer and Exchange.

(a) **Registration.** The Paying Agent shall maintain a registration book in which the ownership, transfer and exchange of the Bonds shall be recorded. The Person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the District nor the Paying Agent shall be affected by any notice or other information to the contrary.

(b) **Transfer and Exchange.** The Bonds may be transferred or exchanged at the principal operations office of the Paying Agent in Salt Lake City, Utah or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing Bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the District shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision hereof, the Paying Agent shall not be required to transfer any Bond between the Record Date for any Interest Payment Date and such Interest Payment Date.

Section 9. Replacement and Cancellation.

(a) **Replacement.** If a Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Bond and the District shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (i) proof of ownership (which shall be shown by the registration book of the Paying Agent), (ii) proof of loss, destruction or theft and (iii) an indemnity to the District and the Paying Agent with respect to the Bond lost, destroyed or taken.

(b) **Cancellation.** If a Bond shall be delivered to the Paying Agent for cancellation pursuant to this Resolution and upon payment of the principal amount and interest represented thereby, or whenever a Bond shall be delivered to the Paying Agent for transfer or exchange pursuant to the provisions hereof, such Bond shall be cancelled by the Paying Agent in accordance with the customary practice of the Paying Agent and applicable retention laws. The Paying Agent shall not be responsible for, and shall bear no liability to the District in connection with, any Bond which the Owner fails to deliver to the Paying Agent in accordance with the requirements of this Resolution.

Section 10. Application of Bond Proceeds.

(a) ***Initial Application.*** Upon payment to the District of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the District from the sale of the Bonds shall be applied as a supplemental appropriation by the District as follows:

(i) to the Bond Insurer, if any, for the payment of the premiums set forth in the Commitment and as required for the purchase of a surety bond for the establishment of the Reserve Requirement, if any;

(ii) to the Refunded Bonds Paying Agent an amount sufficient for the immediate payment and cancellation of the Series 2003 Bonds and the Series 2010 Bonds;

(iii) to David Garton, Jr. as the registered owner of the Series 2008 Bonds or as otherwise directed by David Garton, Jr., \$1,000,000 for the full satisfaction and discharge of the Series 2008 Bonds;

(iv) to the funding of the Reserve Requirement, if any, to the extent that the Reserve Account is established by the Sale Delegate and a surety bond is not otherwise purchased for such purpose; and

(v) to the Bank for deposit to the Costs of Issuance Account, the remaining proceeds of the Bonds.

(b) ***Costs of Issuance Account.*** Pursuant to the Paying Agent and Registrar Agreement there is established the Costs of Issuance Account. All moneys deposited in the Costs of Issuance Account shall be applied solely to the payment of the costs of the costs of issuance. Upon the determination of the District Manager that all costs of the Costs of Issuance Account have been paid or are determinable, any balance remaining in the Costs of Issuance Account shall be transferred to the Bond Account.

Section 11. Bond Account.

(a) ***Establishment of Bond Account.*** There is hereby established a special account with the Paying Agent designated as the "Series 2025 Bond Account," which shall be maintained in accordance with the provisions hereof. There shall be credited to the Bond Account an amount of Pledged Revenue which, when combined with other legally available moneys in the Bond Account, will be sufficient to pay the principal of, premium if any, and interest on the Bonds when due.

(b) ***Use of Moneys in the Bond Account.*** Moneys in the Bond Account shall be used by the District solely to pay the principal of, premium if any, and interest on the Bonds, in the following order: FIRST, to the payment of interest due in connection with the Bonds (including without limitation current interest, accrued but unpaid interest, and

interest due as a result of compounding, if any); and SECOND, to payment of the principal of and premium, if any, on the Bonds, whether due at maturity or upon prior redemption.

(c) ***Proportionate Application.*** In the event that available moneys in the Bond Account are insufficient for the payment of the principal of, premium if any, and interest due on the Bonds on any due date, the District shall on the due date pay such amounts as are available, proportionally in accordance with the amount of interest, principal, and premium, if any, due on each Bond. Any partial payments of principal shall be in the amount of \$5,000 or integral multiples thereof, and the Bonds or portions thereof to be redeemed pursuant to such partial payment shall be selected by lot.

(d) ***Investments.*** Moneys credited to the Bond Account may be invested or deposited in Permitted Investments only and in accordance with the laws of the State of Colorado. The investment of moneys credited to the Bond Account shall, however, be subject to the covenants and provisions of the section hereof entitled “Federal Income Tax Covenants.”

Section 12. Reserve Account.

(a) ***Establishment of Reserve Account.*** There is hereby established a special account designated as the “Series 2025 Reserve Account,” which shall be maintained by the District in accordance with the provisions hereof. Moneys in the Reserve Account shall be used, if necessary, solely for the purpose of paying the principal of or interest on the Bonds when due. In the event that three (3) days prior to any Principal Payment Date or Interest Payment Date there are insufficient moneys on deposit in the Bond Account to make such payment on the Bonds when due, the District shall immediately deposit or cause to be deposited with the Paying Agent moneys from the Reserve Account in an amount sufficient to pay such principal and interest when due. The funding of the Reserve Account in the amount of the Required Reserve may be fulfilled through the purchase of a surety bond from the Bond Insurer.

(b) ***Reserve Account Balance.*** In the event that a surety bond is not purchased for the funding of the Reserve Account, the Required Reserve shall be funded from Bond proceeds. The balance of moneys in the Reserve Account shall be maintained in the amount of the Reserve Requirement and, to the extent less than the Reserve Requirement, shall be replenished from available Pledged Revenue or as provided in the section hereof entitled “Levy of Ad Valorem Taxes” in no event less than twelve months from the date of any deficiency. If at any time the amount of the Reserve Account is more than the Reserve Requirement, the District shall cause to be transferred to the Bond Account such amount which is in excess of the Reserve Requirement. Moneys credited to the Reserve Account may be invested or deposited in Permitted Investments only and in accordance with the laws of the State of Colorado. The investment of moneys credited to the Reserve Account shall, however, be subject to the covenants and provisions of the section hereof entitled “Federal Income Tax Covenants.”

Section 13. Levy of Ad Valorem Taxes.

(a) ***Levy of Ad Valorem Taxes.*** For the purpose of paying the principal of and interest on the Bonds when due, respectively, the Board shall annually determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem taxes on all of the taxable property in the District, at a rate not to exceed the Limited Mill Levy and in an amount which, taking into account moneys then on deposit in the Bond Account, is sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption.

(b) ***Application of Proceeds of Ad Valorem Taxes.*** The general ad valorem taxes collected pursuant to subsection (a) of this section, after deduction of any Direct Costs of Collection and, to the extent permitted by law Bond Related Costs, shall be deposited in the Bond Account and, together with other Pledged Revenue on deposit therein shall be applied solely to the payment of the principal of and interest on the Bonds and for no other purpose until the Bonds, including principal and interest, are fully paid, satisfied and discharged.

(c) ***Appropriation and Budgeting of Pledged Revenue.*** Moneys received from the general ad valorem taxes levied pursuant to subsection (a) of this section after deduction of any Direct Costs of Collection and Bond Related Costs, in an amount sufficient, together with Pledged Revenue in the Bond Account, to pay the principal of and interest on the Bonds when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Bonds due, respectively, in each year shall be included in the annual budget and appropriation resolution to be adopted and passed by the Board for such year.

(d) ***Use or Advance of Other Legally Available Moneys.*** Nothing herein shall be interpreted to prohibit or limit the ability of the District to use legally available moneys other than the proceeds of the general ad valorem property taxes levied pursuant to subsection (a) of this section to pay all or any portion of the principal of or interest on the Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the District may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (a) of this section or (ii) use proceeds of taxes levied pursuant to subsection (a) of this section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds. If the District selects alternative (ii) in the immediately preceding sentence, the taxes levied pursuant to subsection (a) of this section shall include amounts sufficient to fund the reimbursement. Without limiting the foregoing, any moneys otherwise applied from the Reserve Account, if any, to payment of the debt service on the Bonds when due, including repayment obligations due under debt service reserve agreements or similar documents in connection with draws on a surety bond, shall be required to be replenished or paid from the proceeds of the general ad valorem property taxes to the extent other Pledged Revenue is not applied for such payment prior to the date of certification of the District's mill levy.

(e) ***Specific Ownership Taxes.*** Specific Ownership Taxes which are not otherwise necessary for the payment of Bond Related Costs shall, to the extent necessary for the payment of the principal of, premium if any, and interest on the Bonds, be deposited into the Bond Account and thereafter applied solely to the payment of the principal of, premium if any, and interest on the Bonds.

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

(g) ***Deposit of Moneys to Pay Bonds with, and Payment of Bonds by, the Paying Agent.*** No later than three (3) Business Days immediately preceding each date on which a payment of principal of or interest on the Bonds is due, the District shall deposit moneys with the Paying Agent in an amount sufficient to pay the principal of and interest on the Bonds due on such date. The Paying Agent shall use the moneys so deposited with it to pay the principal of and interest on the Bonds when due.

Section 14. Federal Income Tax Covenants. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the District hereby covenants that:

(a) ***Prohibited Actions.*** The District will not use or permit the use of any proceeds of the Bonds or any other funds of the District from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includible in gross income for federal income tax purposes.

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

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

Section 15. Additional Bonds.

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

(b) ***Parity Obligations.*** The District may issue Parity Obligations if:

(i) prior voter approval has been received by the District to incur the Parity Obligations;

(ii) no Event of Default shall have occurred and be continuing and the District is then and as of the date of issuance of the Parity Obligations will be, in substantial compliance with all of the covenants of this Resolution;

(iii) either one of the following conditions is met:

(A) The limit for the maximum mill levy rate securing repayment of the Bonds is eliminated and subsection (a) of the section hereof entitled "Levy of Ad Valorem Taxes" is duly amended and enforceable in accordance with its terms to provide that the Board shall annually determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem taxes on all of the taxable property in the District, without limitation as to rate and in an amount sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption; or

(B) The Pledged Revenue, when calculated at the maximum Limited Mill Levy against the valuation for assessment of taxable property within the District as it existed on the December 10th prior to the date of issuance of the proposed Parity Obligations and the Specific Ownership Taxes which were received by the District in the calendar year preceding the date of issuance of the proposed Parity Obligations, provided not less than 1.25 times coverage for the maximum annual debt service for the Bonds, any outstanding Parity Obligations and the Parity Obligations proposed to be issued. In the event that the maximum Limited Mill Levy

has been duly amended and enforceable in the generation of Pledged Revenue, the amended and enforceable maximum Limited Mill Levy may be used for purposes of the calculation in this subparagraph (B).

(iv) any Parity Obligations shall be payable as to interest on each June 1 and December 1, and shall mature serially or be subject to mandatory sinking fund redemption on each December 1; and

(v) a written certificate by the President or Treasurer of the District that the conditions set forth in the above paragraphs (i) through (iv) inclusive are met shall conclusively determine the right of the District to authorize, issue, sell and deliver Parity Obligations in accordance with this Bond Resolution.

(c) ***Subordinate Obligations.*** Nothing herein shall prevent the District from issuing Subordinate Obligations so long as (i) no Event of Default shall have occurred and be continuing and (ii) the District is then and as of the date of issuance of the Subordinate Obligations will be, in substantial compliance with all of the covenants of this Resolution.

Section 16. Additional Covenants. For so long as any Bond is outstanding, the District hereby covenants as follows:

(a) ***District Operations.*** The District will continue to operate and manage the District in an efficient and economical manner in accordance with all applicable laws, rules and regulations, and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Pledged Revenue may at all times be readily and accurately determined.

(b) ***Audits and Budgets.*** At least once a year in the time and manner provided by law, the District will cause an audit to be performed of the records relating to District revenues and expenditures. 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 the audit shall be filed and recorded in the places, time and manner provided by law.

(c) ***Insurance.*** The District will carry fire and extended coverage, workers' compensation to the extent required by law, public liability, and such other forms of insurance on insurable District property as would ordinarily be carried by entities having similar properties of equal value.

(d) ***Bonded Officials.*** Each District official or other person having custody of any Pledged Revenue, or responsible for the handling of such funds, shall be fully bonded or insured against theft or defalcation at all times, in the amount required by law, which bond or insurance shall be conditioned upon the proper application of said funds.

(e) ***Refinancing or Restructuring.*** In the event the Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of, premium if any, and interest on the Bonds when due, the District shall use its best efforts to refinance, refund, or otherwise restructure the Bonds so as to avoid such an event.

(f) ***Continuing Disclosure Undertaking.*** The District will comply with the terms of the Continuing Disclosure Undertaking; however, failure to comply with the provisions of the Continuing Disclosure Undertaking shall not be deemed an Event of Default under this Resolution.

Section 17. Defeasance. When all principal, interest, and premiums, if any, in connection with the Bonds have been duly paid, the pledge and lien and all obligations of the District hereunder with respect to such Bond shall thereby be discharged and such Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the District has placed in escrow and in trust with a commercial bank located within or without the State of Colorado, and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal, interest, and premiums, if any, on such Bond, as the same becomes due to its final Maturity Date. The Federal Securities shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of the escrow shall be determined by a Certified Public Accountant.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the District, and all covenants, agreements and other obligations of the District to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

Section 18. Events of Default. The occurrence or existence of any one or more of the following events shall be an Event of Default hereunder:

(a) ***Failure to Levy or Apply Proceeds.*** The failure by the District to impose the Limited Mill Levy or to apply the proceeds of any Pledged Revenue as required by the terms of this Resolution.

(b) ***Parity Obligation Default.*** The occurrence and continuation of an event of default in connection with any Parity Obligations, as officially declared pursuant to the terms of the authorizing resolution or other documentation providing for the issuance of said Parity Obligations.

(c) ***Breach or Nonperformance of Duties.*** Breach by the District of any material covenant set forth herein or failure by the District to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after receipt by the President of the District of written notice thereof from the Owner, provided that such thirty day period shall be extended so long as the District has commenced and continues a good faith effort to remedy such breach or failure.

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

Section 19. Remedies for Events of Default.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% of the aggregate principal amount of the Outstanding Bonds, including, without limitation, a trustee or trustees therefor may proceed against the District to protect and to enforce the rights of the any Owners under this Resolution by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such Bond; (ii) for the specific performance of any covenant contained herein; (iii) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond; (iv) for any other proper legal or equitable remedy; or (v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Bonds then Outstanding.

(b) ***Failure To Pursue Remedies Not a Release; Rights Cumulative.*** The failure of any Owner of any Outstanding Bond to proceed in accordance with subsection (a) of this section shall not relieve the District of any liability for failure to perform or carry out its duties under this Resolution. Each right or privilege of any such Owner (or trustee therefor) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of such Owner.

(c) ***Bond Insurer to Control.*** To the extent that this Resolution confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. Upon the occurrence and continuance of an Event of Default, so long as it is not in default of its obligations under the Bond Insurance Policy, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Resolution and pursuant to State law.

Section 20. Amendment of this Resolution.

(a) ***Amendments Permitted Without Notice to or Consent of Owners.*** The District may, without the consent of or notice to the Owners (but so long as it is not in default of its obligations under the Bond Insurance Policy, only after prior written notice to the Bond Insurer), adopt amendments or supplements to this Resolution, which amendments or supplements shall thereafter form a part hereof, (i) to cure any ambiguity,

(ii) to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Resolution, (iii) to make any provision necessary or desirable due to a change in law, (iv) to make any provisions with respect to matters arising under this Resolution, or to make any provisions for any other purpose, if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds; (v) to subject to this Resolution or pledge to the payment of the Bonds additional revenues, properties or collateral; and (vi) to grant or confer upon the Owners any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Owners.

(b) ***Amendments Requiring Notice to and Consent of Owners.*** Except for amendments permitted by subsection (a) of this section, this Resolution may only be amended (i) by a resolution of the District amending or supplementing this Resolution (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66 2/3% of the aggregate principal amount of the Outstanding Bonds; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such Bond: (A) a change in the maturity of such Bond; (B) a reduction of the interest rate on such Bond; (C) a change in the terms of redemption of such Bond; (D) a delay in the payment of principal of or interest on such Bond; (E) a reduction of the required consenting principal amount of the Owners for an amendment to this Resolution; or (F) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such Bond. For purposes of this subsection, so long as the Bond Insurer is not in default of its obligations under the Bond Insurance Policy, the Bond Insurer shall be deemed to be an Owner of the Bonds, and no amendatory or supplemental resolution may be adopted under this section without its consent.

(c) ***Procedure for Notifying and Obtaining Consent of Owners.*** Whenever the consent of an Owner or Owners of Bonds is required under subsection (b) of this section, the District shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent and to the Underwriter or by electronic means to DTC or its successors, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the District for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of sixty days after it is delivered to the District unless another time period is stated for such purpose in the notice mailed pursuant to this subsection.

Section 21. Removal or Resignation of Paying Agent; Successors. The Paying Agent (which shall also act as registrar for the Bonds) is hereby appointed as paying agent, registrar and authenticating agent for the Bonds unless and until the District removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor; provided however, that so long as the Bond Insurer is not in default of its obligations under the Bond Insurance Policy, the District may not remove the Paying Agent without the consent of the Bond Insurer. The Paying Agent, by accepting its duties

as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder may be affected through the execution of the Paying Agent and Registrar Agreement between the District and the Paying Agent.

Section 22. Filing Requirements. The Board hereby directs that the following filings or recordings be made as set forth below:

(a) ***Colorado Municipal Bond Supervision Act.*** At least five days prior to the first sale of the Bonds, there shall be filed with the State Securities Commissioner a notice of claim of exemption, a copy of the Official Statement and the exemption fees, all as more specifically required pursuant to § 11-59-110(2), C.R.S.

(b) ***Notice of General Obligation Indebtedness.*** Within thirty days following the issuance of the Bonds, there shall be recorded with the Clerk and Recorder of the respective Counties notice of such action in the form prescribed by the Director of the State Division of Local Government in the Department of Local Affairs. Copies of such notice shall be sent to the State Division of Local Government and with the Board of County Commissioners of the respective Counties. Such actions shall be in accordance with the requirements of § 32-1-1604, C.R.S. and § 32-1-1101.5(1), C.R.S.

Section 23. Supplemental Public Securities Act.

(a) ***Application of Act.*** Pursuant to § 11-57-204, C.R.S., the District hereby elects to apply all of the provisions of the Supplemental Act to the issuance and delivery of the Bonds.

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

(c) ***Recourse against Officers and Agents.*** Pursuant to § 11-57-209, C.R.S., if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling the Bonds specifically waives any such recourse.

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

as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

Section 24. Bond Insurance. Upon the recommendation of the Underwriter based upon market conditions and the rating on the Bonds, one or more bond insurers may be requested to submit bids to issue the Bond Insurance Policy, which bids may include a requirement for the use of a surety bond for the establishment of the Reserve Account. In the event that the Sale Delegate determines, based upon information provided by the Underwriter, that the lowest acceptable premium bid for issuance of the Bond Insurance Policy is less than the interest cost savings to be realized by the District as a result of the issuance of the Bond Insurance Policy, the Sale Delegate shall accept the Commitment issued by the lowest acceptable bidder and the Bonds, in whole or for specific maturities, shall be issued insured by the Bond Insurance Policy issued by such lowest acceptable bidder, who shall be deemed to be the Bond Insurer hereunder. In the event the Sale Delegate determines, based upon information provided by the Underwriter that the lowest acceptable premium bid for the Bond Insurance Policy is more than the interest cost savings to be realized by the District as a result of the issuance of the Bond Insurance Policy, the Bonds shall be issued without bond insurance. If the Bonds, in whole or for specific maturities, are issued insured by the Bond Insurance Policy, the officers and employees of the District are hereby authorized and directed to take all actions necessary to cause the Bond Insurer selected to issue the Bond Insurance Policy in accordance with the Commitment, including without limitation, payment of the premium due in connection therewith and entering into any authorizing agreements. For purposes of this section, the term “lowest acceptable premium bid” means the lowest bid submitted which is not conditioned upon the District’s compliance with conditions deemed unacceptable by the Sale Delegate, and the term “lowest acceptable bidder” means the bidder submitting the lowest acceptable premium bid.

Section 25. Authorization to Execute Documents. The Board hereby ratifies and approves the distribution and use in connection with the offering of the Bonds of the Preliminary Official Statement relating to the Bonds in the form provided or made available to the Board; authorizes and directs the preparation of, and authorizes and directs the execution by the President of the Board of, an Official Statement for use in connection with the sale of the Bonds in substantially the form of the Preliminary Official Statement, with such changes therein, if any, not inconsistent herewith, as are approved by the President of the Board (whose signature thereon shall constitute conclusive evidence of such approval); and for a period of one year following the adoption of this Resolution, the Sale Delegate is authorized to execute the Bond Purchase Agreement, which shall be in substantially the form previously presented to the District and shall be completed in accordance with the terms of this Resolution (which, once executed, shall constitute conclusive evidence of approval of the District). The President of the Board (and in the absence of the President, the Vice President), the Secretary of the Board, the District Manager and all other appropriate District officials are also hereby authorized and directed to execute a Continuing Disclosure Undertaking to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12), the Commitment, a debt service reserve agreement in connection with obtaining a surety bond, the DTC Blanket Letter of Representations, the Paying Agent and Registrar Agreement, a “Tax Compliance Certificate” or similar certificate describing the District’s expectations regarding the use and investment of proceeds of the Bonds, an Internal Revenue Service Form 8038G with respect to the Bonds and all other documents and

certificates necessary or desirable to effectuate the issuance or administration of the Bonds, the investment of proceeds of the Bonds and the transactions contemplated hereby.

Section 26. Declaration and Findings. Having been fully informed of and having considered all the pertinent facts and circumstances, the Board does hereby find, determine and declare:

(a) ***Payment of Refunded Bonds.*** Subject to the issuance of the Bonds, the Board does hereby declare its intent to exercise on behalf of and in the name of the District its option to redeem, pay and cancel all of the Refunded Bonds at the earliest date at which such redemption, payment and cancellation may occur. The Board hereby irrevocably instructs the Refunded Bonds Paying Agent to give or cause to be given, and hereby reaffirms to the extent previously given, notice of the refunding, defeasance and redemption of the Refunded Bonds in accordance with the requirements of the Refunded Bonds Authorization or as otherwise waived or agreed to by the owners of the Refunded Bonds.

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

(c) ***TABOR Compliance.*** Pursuant to Article X, Section 20 of the Colorado Constitution, voter approval is not required for the issuance of the ratable portion of the principal amount of the Bonds used for refunding purposes because said will result in a lower interest rate than the interest rates on the Refunded Bonds.

(d) ***Debt Limits.*** The total aggregate amount of bonded indebtedness of the District does not now, nor shall it upon the issuance of the Bonds, exceed any applicable limit prescribed by the constitution or laws of the State of Colorado.

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

(f) ***Secondary Market Disclosure.*** The District will comply with the terms of the Continuing Disclosure Undertaking; however, failure to comply with the provisions of the Continuing Disclosure Undertaking shall not be deemed an Event of Default under this Resolution.

(g) ***Delegation of Authority.*** The chief executive officer of the District within the meaning of § 11-57-205, C.R.S. is the District Manager.

Section 27. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid either from the proceeds of the Bonds or from legally available moneys of the District, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 28. Holidays. If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which the principal office of the Paying Agent is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the principal office of the Paying Agent is authorized or required by law to remain closed.

Section 29. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the District and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization, sale, issuance and delivery of the Bonds, are hereby ratified, approved and confirmed.

Section 30. Resolution Irrepealable. After any of the Bonds have been issued, this Resolution shall constitute a contract between the Owner and the District, and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied and discharged, as herein provided.

Section 31. Repealer. All orders, bylaws and resolutions of the District, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 32. Severability. If any section, paragraph, clause or provision of this Resolution 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 Resolution, the intent being that the same are severable.

Section 33. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

[The balance of this page is blank.]

ADOPTED AND APPROVED this 15th day of July, 2025.

BUCKHORN VALLEY METROPOLITAN
DISTRICT NO. 2

DocuSigned by:
By Nick Viau
Nick Viau, President

[SEAL]

Attested:

DocuSigned by:
By Angela Heuman
Angela Heuman, Secretary

[Signature page to authorizing Bond Resolution.]

EXHIBIT A

FORM OF THE BONDS

**UNITED STATES OF AMERICA
STATE OF COLORADO**

No. R-__ \$ _____

**BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2
(IN THE TOWN OF GYPSUM) EAGLE COUNTY, COLORADO
GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS SERIES 2025**

Interest Rate	Maturity Date	CUSIP	Dated Date
_____ %	December 1, 20__		_____

REGISTERED OWNER: Cede & Co.
TAX IDENTIFICATION NUMBER: 13 2555119

PRINCIPAL SUM: ** _____ DOLLARS**

Buckhorn Valley Metropolitan District No. 2, in the Town of Gypsum and Eagle County (the "District"), a duly organized and validly existing special district, political subdivision and body corporate of the State of Colorado (the "State"), for value received, hereby promises to pay, solely out of the special accounts hereinafter designated but not otherwise, to the registered owner named above, or registered assigns, solely from the special funds as hereinafter set forth, the principal sum stated above on the Maturity Date stated above, with interest on such principal sum from the Dated Date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), on June 1 and December 1 of each year, commencing December 1, 2025. Capitalized terms used but not defined in this bond shall have the meaning assigned to them in the Resolution of the District authorizing the issuance of the Bonds.

The principal of and interest on this bond is payable to the registered owner hereof upon presentation and surrender of this bond at the principal office of Zions Bancorporation, N.A., as paying agent, or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on this bond is payable by check or draft of the Paying Agent mailed on the Interest Payment Date to the registered owner hereof as of the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which the Interest Payment Date occurs (the "Record Date"); provided that, interest payable to the registered owner of this bond may be paid by any other means agreed to by such registered owner and the Paying Agent that does not require the District to make moneys available to the Paying Agent earlier than otherwise required under the Resolution or increase the costs borne by the District under the Resolution; provided further, that, so long as Cede & Co. is the registered owner of this bond, the principal of and interest on this bond shall be paid by wire transfer to Cede & Co. Any payment of principal of or interest on this bond that is due on a day that is not a Business Day shall be made on the next succeeding day that is a Business Day with the same effect as if made on the day on

which it was originally scheduled to be made. All payments of principal of and interest on this bond shall be made in lawful money of the United States of America.

This Bond has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including, in particular, Article 1 of Title 32, C.R.S., Article 56 of Title 11, C.R.S., Part 2 of Article 57 of Title 11, C.R.S., and pursuant to the Bond Resolution. THE BOND RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE DISTRICT. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE BOND RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

This bond is one of an issue of bonds of the District designated General Obligation Limited Tax Refunding Bonds, Series 2025, issued in the principal amount of \$_____ (the "Bonds"). The Bonds are being issued by the District for the purpose of refinancing outstanding obligations. This Bond constitutes a limited tax obligation of the District payable solely from and to the extent of the Pledged Revenue, as defined in the Bond Resolution, and the Pledged Revenue is pledged to the payment of this Bond. This Bond constitutes an irrevocable first lien upon the Pledged Revenue, but not necessarily an exclusive such lien. Subject to expressed conditions, obligations in addition to this Bond may be issued and made payable from the Pledged Revenue having a lien thereon subordinate and junior to the lien of this Bond or, subject to additional expressed conditions, having a lien on the Pledged Revenue on a parity with the lien of this Bond, in accordance with the provisions of the Bond Resolution.

[If the Sale Certificate provides for the purchase of a Bond Insurance Policy, information from the Commitment shall be included in this place.]

[The Redemption amounts and provisions provided in the Bond Resolution shall be set forth herein when finalized.]

Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the District by sending a copy of such notice by electronic means to DTC or by first class, postage prepaid mail, not less than thirty days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the redemption date of the Bonds being redeemed. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with the Bond Resolution funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

The Paying Agent shall maintain a registration book in which the ownership, transfer and exchange of the Bonds shall be recorded. The person in whose name this Bond shall be registered on such registration book shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this Bond shall be overdue, and neither the District nor the Paying Agent shall

be affected by any notice or other information to the contrary. This Bond may be transferred or exchanged at the principal office of the Paying Agent or at such other office of the Paying Agent designated by the Paying Agent for such purpose upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange.

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

This Bond shall not be entitled to any benefit under the Bond Resolution, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

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

[DISTRICT SEAL]

BUCKHORN VALLEY METROPOLITAN
DISTRICT NO. 2

DocuSigned by:
By Nick Viau Nick Viau
60444150BB1948E...
President, Board of Directors

Attest:

DocuSigned by:
By Angela Heuman Angela Heuman
2FC259CBA959406
Secretary, Board of Directors

CERTIFICATE OF AUTHENTICATION

This Bond is described in the within-mentioned Bond Resolution.

Dated: _____

Zions Bancorporation, N.A., as Paying Agent

By _____
Authorized Signatory

[STATEMENT OF INSURANCE]

[If the Sale Certificate provides for the purchase of a Bond Insurance Policy, the related Statement of Insurance required by the Commitment shall be set forth herein.]

APPROVING LEGAL OPINION ON THE DATED DATE

Set forth below is a true copy of the approving legal opinion of Kutak Rock LLP, delivered on the date on which the Bond was originally issued:

\$ _____
BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2
(IN THE TOWN OF GYPSUM) EAGLE COUNTY, COLORADO
GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS
SERIES 2025

We have been engaged by Buckhorn Valley Metropolitan District No. 2, located in the Town of Gypsum and Eagle County, Colorado (the “District”), to act as bond counsel for the issuance of its General Obligation Limited Tax Refunding Bonds, Series 2025, in the aggregate principal amount of \$ _____ (the “Bonds”). Capitalized terms used but not defined in this opinion have the meanings assigned to them in the resolution authorizing the issuance of the Bond (the “Bond Resolution”) adopted by the Board of Directors of the District on _____, 2025.

We have examined the constitution and the laws of the State of Colorado (the “State”); the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations, rulings and judicial decisions relevant to the opinions set forth in paragraph 4 below; the provisions of the Securities Act of 1933, as amended, and the regulations, rulings and judicial decisions relevant to the opinion set forth in paragraph 5 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 certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law and as of the date hereof, that:

1. The certified record of proceedings authorizing issuance of the Bonds shows lawful authority for the Bonds under the Constitution and laws of the State now in force. The Bond Resolution has been duly authorized, is in full force and effect, and is valid and enforceable in accordance with its terms
2. The Bonds in the principal amount stated above are valid and binding limited tax general obligations of the District, payable from the Pledged Revenue.
3. All taxable property within the boundaries of the District or otherwise responsible for payment of a portion of the debt service on the Bonds is subject to ad valorem taxation to pay the principal of and the interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption; provided however, nothing in the Bond Resolution shall be construed to require the District to levy an ad valorem property tax in excess of the Limited Mill Levy.
4. Under laws, regulations, rulings, and judicial decisions existing on the date hereof, interest on the Bonds 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 opinions set forth in the preceding sentences assume the accuracy of certain representations and continuing compliance by the District with certain 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 on the Bonds 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 in the Bond Resolution and in the Tax Compliance Certificate executed and delivered in connection with the issuance of the Bonds 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..

5. Under State statutes existing on the date hereof, the Bonds and the income therefrom are exempt from taxation, except inheritance, estate, and transfer taxes. We express no opinion regarding other tax consequences arising with respect to the Bonds under the laws of the State or any other state or jurisdiction.

6. The Bonds are exempt from registration under the Securities Act of 1933, as amended.

The rights of the holder of the Bond and the enforceability of the Bond and the Bond Resolution 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, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

We express no opinion herein as to any matter not specifically set forth above. In particular, but without limitation, we express no opinion herein as to the accuracy, adequacy or completeness of any official statement, memorandum, prospectus or other statement used in connection with the offer and sale of the Bond.

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.

This opinion may be relied upon solely by the addressees hereto in connection with the issuance of the Bond. This opinion may not be relied upon for any other purpose or by any person other than the addressees. This opinion has been addressed to persons other than the District at the request of, and as an accommodation to, our client, the District. The inclusion of persons other than the District addressees does not create or imply an attorney-client relationship between Kutak Rock and such persons.

Respectfully submitted,

/s/ Kutak Rock LLP

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

**(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No.)**

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

TRANSFER FEE MAY BE REQUIRED

STATE OF COLORADO)
 COUNTY OF EAGLE)
 BUCKHORN VALLEY) ss.
 METROPOLITAN DISTRICT NO 2)

As the Secretary of the Board of Directors of Buckhorn Valley Metropolitan District No. 2, (in the Town of Gypsum) Eagle County, Colorado (the “District”), I do hereby certify that:

1. Attached are true and correct copies of (i) a resolution (the “Resolution”) adopted by the Board of Directors (the “Board”) at a public meeting held on July 15, 2025, and (ii) the official meeting agenda, which was posted and accessible on the public website of the District, with notification of the public meeting no less than twenty-four hours prior to the holding of the meeting.

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

Board Member	Attendance			Voting		
	Present in Person	Present via Telecommunications Device	Absent	Yes	No	Abstain
Nickolas R. Viau	XX	___	___	XX	___	___
Peter Wehrenberg	XX	___	___	XX	___	___
David Fiore	XX	___	___	XX	___	___
Angela Heuman	XX	___	___	XX	___	___
vacant	___	___	___	___	___	___

3. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

4. The public meeting at which the Resolution was adopted was noticed, and all proceedings relating to the adoption of the Resolution were conducted in accordance with all applicable bylaws, rules, regulations and resolutions of the District, in accordance with the normal procedures of the District relating to such matters, and in accordance with applicable statutes of the State of Colorado, including without limitation the Open Meetings Law (§ 24-6-402, C.R.S.), § 32-1-903, C.R.S and in accordance with all other applicable laws.

WITNESS my hand and the seal of said District affixed this 15th day of July 2025.

[SEAL]

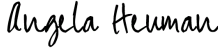
DocuSigned by:

 2FC259CBA959406...
 Angela Heuman, Secretary

EXHIBIT A

[Attach Notice of Meeting and Agenda]