

BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3

Tuesday, August 10, 2021 at 9:00 AM

Regular Board Meeting

119 N. Wahsatch Ave.

Colorado Springs, Colorado 80903

and

Via tele/videoconference

<https://global.gotomeeting.com/join/547622885>

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 547-622-885

Randle W. Case II, President
Term to May 2023

Robert Case, Assistant Secretary
Term to May 2022

Bryan T. Long, Vice-President
Term to May 2023

Ray O'Sullivan Assistant Secretary
Term to May 2022

Lindsay J. Case, Treasurer/Secretary
Term to May 2023

AGENDA

1. Call to order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of July 13, 2021 Meeting minutes (see attached)
5. Bond Issue Matters
 - a. Bond Issuance Status Report – DA Davidson
 - b. Schedule and Terms update
 - c. Document Review
 - PLOM
 - Improvements and mapping (see attached)
 - Public Improvement Cost allocation District 2 and 3
 - d. Consider approval of:
 - District No. 2 Bond Resolution for Series 2021 Bond Issuance (see attached)
 - District No. 3 Resolution Approving Capital Pledge Agreement (see attached)
6. District Manager Report
7. President of the Board Report
8. Development Status Review

- a. Traffic Engineering study
 - b. New topographic survey
 - c. Stormwater update – MDDP
 - d. Master Utility Plan
 - e. Redemption Hill Church - PILOT
 - f. Challenger Homes
 - g. Bradley Ridge
9. Financial Matters
- a. Approve Unaudited Financial Reports for July 31, 2021 and Payables for July 31, 2021 (see attached)
11. Other Business
- a. Joint Resolution Designating Meeting Location (Physical and Virtual) (see attached)
 - b. Next Regular Meeting Date
12. Adjourn

2021 Regular Meetings	Location
<p>The Second Tuesday of every month at 9:00 A.M. Please Call 719-447-1777 for meeting information</p>	<p>119 N. Wahsatch Ave. Colorado Springs, Colorado and https://global.gotomeeting.com/join/547622885 United States: +1 (646) 749-3122 Access Code: 547-622-885</p>

NOTICE OF REGULAR MEETINGS

NOTICE IS HEREBY GIVEN That the Board of Directors of **BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 and 3**, County of El Paso, State of Colorado, will hold a regular meetings at 9:00 AM on Tuesday, the 10th day of August at 119 South Wahsatch Ave. in Colorado Springs, Colorado, and via tele/videoconferencing at the following:

<https://global.gotomeeting.com/join/547622885>

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 547-622-885

for the purpose of conducting such business as may come before the Board including the business on the attached agenda.

The meeting is open to the public.

BY ORDER OF THE BOARD OF DIRECTORS:

BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 AND 3

**NOTICE OF REGULAR MEETING
RELATING TO THE AUTHORIZATION AND ISSUANCE OF INDEBTEDNESS**

**BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 2 AND 3
IN THE CITY OF COLORADO SPRINGS, COLORADO**

NOTICE IS HEREBY GIVEN that the Boards of Directors (each a “**Board**”) of Bradley Heights Metropolitan District Nos. 2 and 3 (the “**Districts**”, “**District No. 2**” and “**District No. 3**” respectively), will hold a regular meeting on August 10, 2021 at 9:00 A.M., at 119 N. Wahsatch Ave., Colorado Springs, CO 80903 and via tele/video conference <https://global.gotomeeting.com/join/547622885>; United States: [+1 \(646\) 749-3122](tel:+16467493122), Access Code 547-622-885

NOTICE IS FURTHER GIVEN THAT at such meeting the Board of District No. 2 intends to make a final determination to issue general obligation indebtedness consisting of its General Obligation Limited Tax Bonds, Series 2021A⁽³⁾, in an approximate principal amount of \$35,000,000, which amount is subject to increase or decrease as determined by the Board, or as otherwise permitted by any resolution adopted by the Board at such meeting, and, in connection therewith, the Board will consider a resolution: authorizing the issuance of such indebtedness; approving, ratifying and confirming the execution of certain documents; making determinations and findings as to other matters related to such financing transaction; authorizing incidental action; and repealing prior inconsistent actions. At such meeting the Board of District No. 3 will consider a resolution authorizing a Capital Pledge Agreement with District No. 2 relating to pledge of revenues in connection with such bonds.

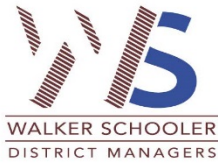
NOTICE IS FURTHER GIVEN THAT pursuant to the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of such bonds may be commenced more than thirty days after the authorization of such bonds pursuant to the aforementioned resolution.

The Board will also take up such other business as may come before the Board. The meeting is open to the public.

Pursuant to the provisions of the Supplemental Public Securities Act, one or more members of the Board may participate in this meeting and may vote on the foregoing matters through the use of a conference telephone or other telecommunications device. There will be at least one person present at the physical location posted on this notice.

This notice is given by order of the Board, and shall be posted at one public place within the Districts and/or on the Districts’ website, not less than 24 hours prior to the meeting.

/s/ **BOARD OF DIRECTORS
BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 2 AND 3**



**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1, 2 AND 3
HELD JULY 13, 2021
AT 9:00 AM**

Pursuant to posted notice, the regular meetings of the Board of Directors of the Bradley Heights Metropolitan District Nos. 1, 2 and 3 were held on Tuesday, July 13, 2021 at 9:00 a.m., at 119 N. Wahsatch Avenue, Colorado Springs, CO, and at the tele/videoconference platform of GoToMeeting link: <https://global.gotomeeting.com/join/530123597>.

Attendance

In attendance were Directors:

Randle Case II, President

Bryan Long, Vice President

Lindsay Case, Treasurer/Secretary

Robert Case, Assistant Secretary (by phone)

Also in attendance were:

K. Sean Allen, Esq., White Bear Ankele Tanaka & Waldron (by phone)

Kevin Walker, WSDM, District Manager

Eric Smith, Interim District Engineer (by phone)

Kyle Thomas, D.A. Davidson (by phone)

David Neville, Kiemele Family Partnerships (by phone)

Ray O'Sullivan, Bradley Ridge

Jane Fredman, Redemption Hill Church counsel (by phone)

Tony Gordon, Gordon Construction, Redemption Hill Church contractor (by phone)

Tiffany Liechman, Bond Counsel (by phone)

Combined Meeting:

The Board of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order by President Case II at 9:00 a.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Case II indicated that a quorum of the Boards was present and stated that each Director has been qualified as an eligible elector of the Districts pursuant to Colorado law. The Directors confirmed their qualification. Mr. Allen advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Walker reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance

with Colorado law, and those disclosures were acknowledged by the Board. Mr. Allen inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Boards determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

3. Consider appointment of Mr. Ray O’Sullivan to vacant Board positions for Bradley Heights Metropolitan Districts Nos 1, 2, and 3: Director Long moved to appoint Mr. Ray O’Sullivan to the vacant Board positions for Bradley Heights Metropolitan Districts Nos. 1, 2, and 3, subject to final credential approval. Director Lindsay Case asked Mr. O’Sullivan if he is aware the Board is anticipating receiving the easement from the owners. Mr. O’Sullivan said he has no objection to the extent it makes sense for the project in total. Seconded by Director Robert Case. Motion passed unanimously.
4. Approval of Agenda: President Case II requested to add discussion on the road alignments as an easement to Agenda item 8.a. Director Lindsay Case moved to approve the Agenda as amended; seconded by Director Long. Motion passed unanimously.
5. Approval of the June 8, 2021 Meeting Minutes: After review, Director Lindsay Case moved to approve the June 8, 2021 Meeting Minutes as presented; seconded by Director Long. Motion passed unanimously.
6. District Manager Report: Mr. Walker presented the District Manager Report. He has been working on paperwork so the District is able to issue the bonds as well as time spent on insurance issues which will be discussed later in the Agenda.
7. President of the Board Report: President Case II presented the President of the Board Report. He noted items that will be discussed in detail later in the Agenda. President Case II reported they have had several Agenda prep meetings and regular stake-holder conversations about the bonds. He suggested a special meeting in order to get the bonds done. He requested the Board discuss Agenda item 9.a. next so that bond counsel can be excused.
8. Development Status Review
 - a. Traffic Engineering study: Mr. Smith reported the traffic study should be completed by next week for the entire 529 acres. The study recommends there is no need for arterials for the project, just collectors. The City engineers agree that arterials will not be necessary. President Case II noted they met with the school district a few times in the last 90 days and there is an anticipated school site of 30 acres in the area as well as a park.
 - b. Stormwater update – MDDP: President Case II discussed the stormwater update and noted the City approved a circuitous stormwater alignment as opposed to a more developed alignment.
 - c. Master Utility Plan: Mr. Smith reported they are looking into what future grading might look like as well as how to provide utility service to the various parcels.
 - d. Redemption Hill Church – PILOT update: Mr. Walker reported they have been working with Ms. Fredman on the PILOT agreement and the concept is a construction reimbursement agreement rather than a long-term PILOT. Ms. Fredman confirmed the Church will pay their fair share on utilities and if they can get cost savings by participating in what the District is doing, then they are all in. Mr. Gordon updated the Board on the land use items and noted they are continuing to work with Challenger.

- e. Challenger Homes: President Case II reported that Mr. Byers did attend the school district meeting and they have reviewed their land use submittals. They are getting ready to resubmit their response to the first round of comments.
- f. Bradley Ridge: Mr. O'Sullivan reported they are ready to complete the first land use items on the first full take which is the 20-acre multi-family and the 25-acre Kiemele project that spills over into the second take. They anticipate submitting the land plan by end of August to mid-September. Mr. Neville commented that he missed land use changes in regard to the Kiemele property on the northern side of the District as well as the easement and if it affects Kiemele property. He requested to be included in the land use discussions. President Case II said he can be invited to all meetings and suggested he attend the meeting tomorrow. The Board discussed the easement and explained it is only for improvements but does not take ownership.

9. Bond Matters

- a. Bond Issuance Status Report: DA Davidson
 - a. Schedule update: Mr. Thomas presented an updated schedule and newer bond structure. It includes two bonds, a senior and subordinate bond that combines that into a single cash flow bond. He noted a memo will be sent to the City explaining the change in structure, and they have been amenable to this type of bond structure in other districts. Under this schedule, updated bond documents will be distributed later this week and drafting of cash flow analysis and updating documents. The posting and offering documents are anticipated by the end of this month with pricing and closing in August.
 - b. Financial terms options Review: Mr. Thomas presented the financial terms options review. Mr. Thomas discussed the project funds and noted the reasonable expectation is the District will spend 85% of the proceeds within three years. The project fund is expected to be \$30 Million. After discussion, Director Robert Case moved to approve Column 3 as the preferred alternative; seconded by Director Lindsay Case. Director Lindsay Case asked Mr. O'Sullivan if he could vote, would he vote for Column 3. Mr. O'Sullivan confirmed he would. Motion passed unanimously. Ms. Liechman and Mr. Thomas left the meeting.
- b. PLOM Review: There was no additional discussion.
- c. Bond Resolution, Capital Pledge Agreement and Special Counsel, etc. preliminary review and comment: There was no additional discussion.
- d. Improvement costs and mapping: There was no additional discussion.

10. Financial Matters

- a. Approve Unaudited Financial Reports for June 30, 2021 and Payables for June 2021: Mr. Walker presented the unaudited financial reports for June 30, 2021 and payables for June 2021. After review, Director Long moved to approve the unaudited financial reports for June 30, 2021 and payables for June 2021 subject to funding; seconded by Director Lindsay Case. Motion passed unanimously.

11. Other Business

- a. District Administrative Services Agreement: Mr. Allen explained the District Administrative Services Agreement sets forth the administrative functions of the Districts coordinated through District No. 1. Director Lindsay Case moved to approve the District Administrative Services Agreement; seconded by Director Robert Case. Motion passed unanimously.
- b. Approval of IGA for CSDPool insurance: Director Lindsay Case moved to approve the IGA for CSDPool Insurance; seconded by Director Long. Motion passed unanimously.

Walker Schooler District Managers

614 N. Tejon St., Colorado Springs, CO 80903 (719) 447-1777 www.wsdistricts.co

- c. Next Regular Meeting Date: The Board scheduled the next regular meeting for August 10, 2021 at 9:00 AM. Mr. Allen confirmed the bond resolutions could be approved at that meeting.

12. Adjourn: Director Robert Case moved to adjourn at 9:57 AM; seconded by Director Long. Motion passed unanimously.

Respectfully Submitted,

By: Kristina Kulick for the Recording Secretary

Bradley Heights Metropolitan District
Opinion of Probable Construction Costs
Public Infrastructure

July 27, 2021

	Priority 1	Priority 2	Priority 3	Total
Intersection Improvements - Signalization				
Bradley Road and Bradley Landing	\$ 500,000			\$ 500,000
Bradley Road and Bliss Road	\$ 500,000			\$ 500,000
Marksheffel Road and Bradley Ridge	\$ 500,000			\$ 500,000
Roadway Improvements				
Bradley Landing	\$ 3,114,153			\$ 3,114,153
Bradley Ridge	\$ 2,741,067			\$ 2,741,067
Bliss Road	\$ 1,588,064			\$ 1,588,064
Legacy Hill Drive	\$ 554,122			\$ 554,122
South Collectors	\$ 1,588,587			\$ 1,588,587
Marksheffel Road	\$ 3,071,250			\$ 3,071,250
Bradley Road (Turn Lanes, Curb and Gutter and Sidewalk)	\$ 1,152,320			\$ 1,152,320
Potable Water				
12" Main	\$ 1,928,010			\$ 1,928,010
8" Main	\$ 593,630			\$ 593,630
Water Main Connections -Bradley (2) and Markseffel (1)	\$ 75,000			\$ 75,000
Sanitary Sewer				
8" Main	\$ 2,931,087			\$ 2,931,087
Sewer Main Connections -Bradley (1) and Markseffel (1)	\$ 50,000			\$ 50,000
Public Storm Sewer	\$ 3,640,973			\$ 3,640,973
Jimmy Camp Creek - Marksheffel Tributary				
Low Flow Channel		\$ 530,137		\$ 530,137
Bank Stabilization		\$ 1,156,137		\$ 1,156,137
Benched Channel		\$ 1,170,885		\$ 1,170,885
Low Flow Grade Control		\$ 256,773		\$ 256,773
Other Improvements				
Development Entrance Landscaping and Monument Signage (3)	\$ 450,000			\$ 450,000
Parks (2) - 5 ac.			\$ 2,178,000	\$ 2,178,000

Total Hard Costs \$ **24,978,262** \$ **3,113,932** \$ **2,178,000** \$ **30,270,194**

Soft Costs

1.0%	Construction Survey	\$ 249,783	\$ 31,139	\$ 21,780	\$ 302,702
8.0%	Planning/Landscape Architecture/Engineering	\$ 1,998,261	\$ 249,115	\$ 174,240	\$ 2,421,616
1.0%	Material Testing	\$ 249,783	\$ 31,139	\$ 21,780	\$ 302,702
2.0%	CE/CA/CM	\$ 499,565	\$ 62,279	\$ 43,560	\$ 605,404
2.0%	Escalation	\$ 498,791	\$ 62,182	\$ 43,492	\$ 604,466
8.0%	Contingency	\$ 2,277,956	\$ 283,983	\$ 198,628	\$ 2,760,567

Total Soft Costs \$ **5,774,138** \$ **719,837** \$ **503,481** \$ **6,997,455**

Total Public Infrastructure Costs \$ **30,752,400** \$ **3,833,769** \$ **2,681,481** \$ **37,267,649**

Aggregate Total \$ **30,752,400** \$ **34,586,169** \$ **37,267,649**

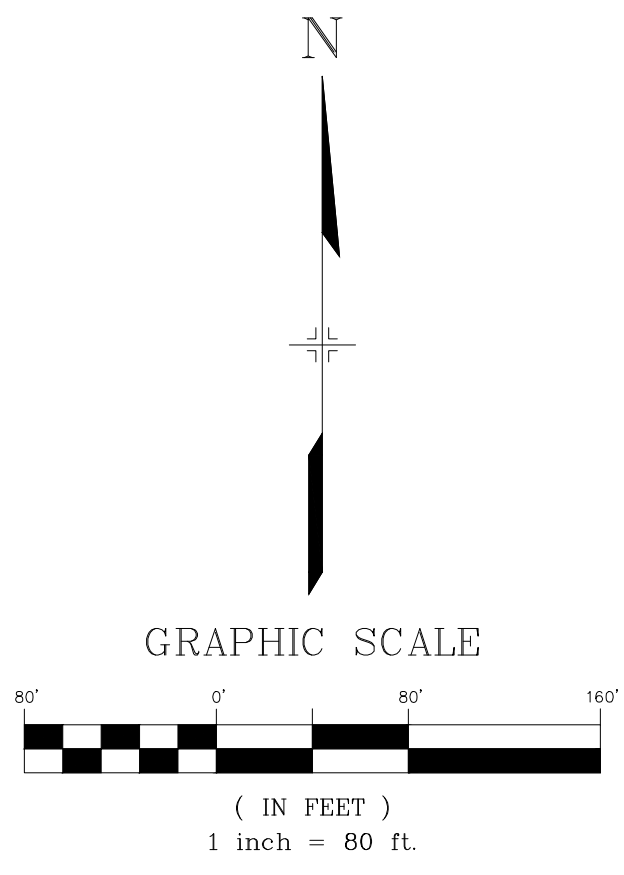
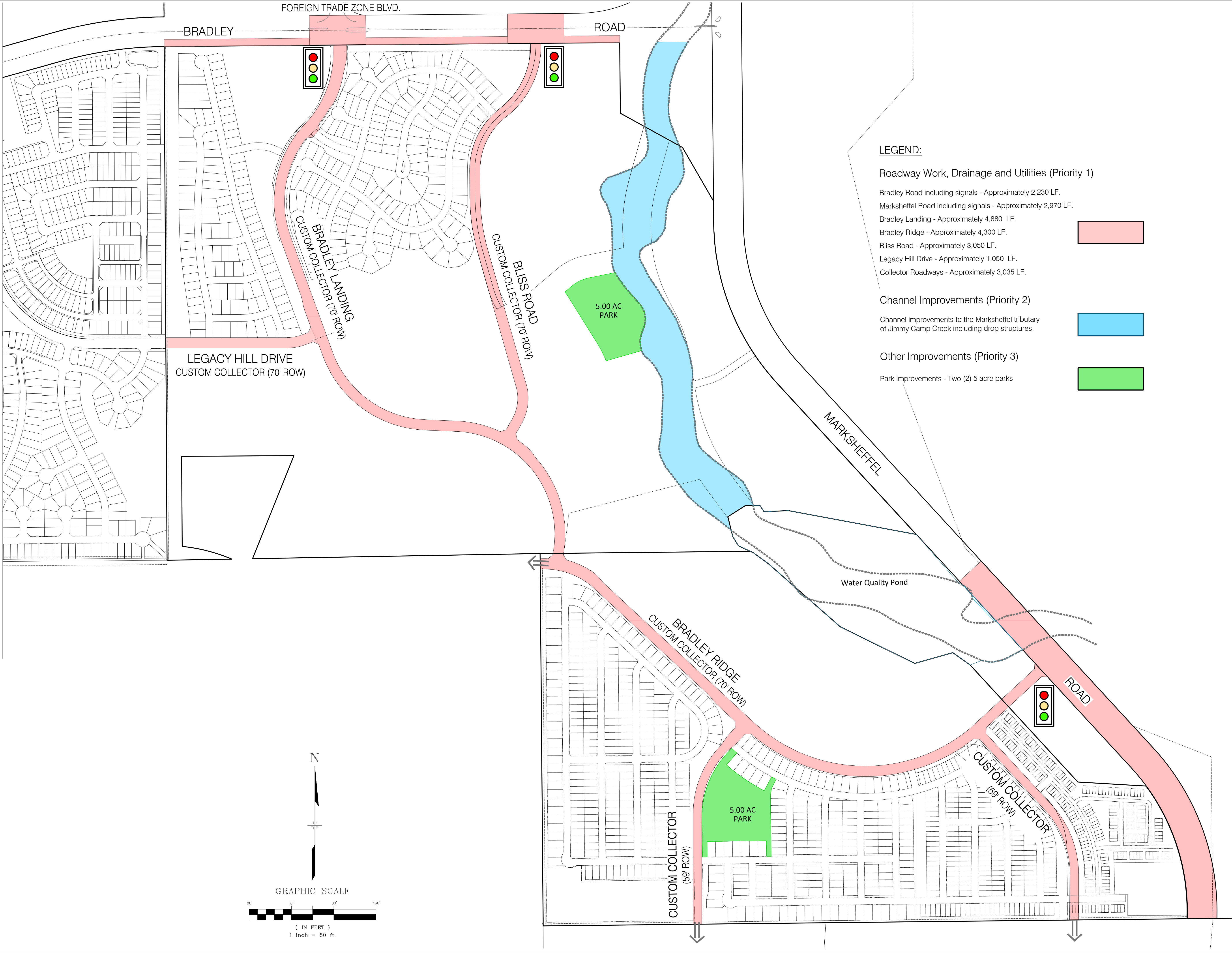
Bond Issuance - Capital Account \$ **34,050,000** \$ **34,050,000** \$ **34,050,000** \$ **34,050,000**

Surplus/(Shortfall) \$ **3,297,600** \$ **(536,169)** \$ **(3,217,649)** \$ **(3,217,649)**

Notes:

1	Public infrastructure improvements and costs subject to change. Costs are based on best available information as of the date above.
2	Since ENGINEER has no control over the costs of labor, materials, equipment, services provided by others, or over the Contractors method of determining pricing, or over the competitive bidding or market conditions, the opinion of probable cost provided herein are made on the basis of experience and qualifications. Engineer cannot and does not guarantee that proposals, bids or actual Projects or construction Cost will not vary from this opinion of probable costs.
3	Additional district eligible improvements may be constructed as allowed by the Colorado Revised Statutes.
4	This summary of conceptual probable construction cost was prepared for estimating purposes only. Matrix Design Group cannot be held responsible for variances from this estimate as actual costs may vary due to design development and market fluctuations.

FILE LOCATION: Aug 02, 2021 - 1:28pm S:\21.1213.001 Bradley Heights Metro District\100 Dwg\105 Exhibits\20210729 Bradley Heights Infrastructure Map.dwg



CONSULTANTS:
PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX: (719) 575-0208

OWNER/DEVELOPER:

KEY MAP:

PROJECT:
**BRADLEY HEIGHTS METROPOLITAN DISTRICT
SUMMARY OF INFRASTRUCTURE
IMPROVEMENTS EXHIBIT**

EL PASO COUNTY, CO
APRIL 2021

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:
PROJECT NO: 21.1213.001.000
DRAWN BY: MHH
CHECKED BY: CP
APPROVED BY: CP

SHEET TITLE:
**INFRASTRUCTURE
IMPROVEMENTS
EXHIBIT**

S1

POD FILE NO.:

CERTIFIED RECORD

OF

PROCEEDINGS

BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 2

CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

RELATING TO

GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2021A(3)

(Attach copy of notice of meeting, as posted)

STATE OF COLORADO)
)
EL PASO COUNTY)
)
BRADLEY HEIGHTS METROPOLITAN)
DISTRICT NO. 2)

The Board of Directors of Bradley Heights Metropolitan District No. 2, City of Colorado Springs, El Paso County, Colorado, met in regular session at 119 N. Wahsatch Ave., in Colorado Springs, Colorado, on Tuesday, the 10th day of August, 2021, at the hour of 9:00 a.m.

In accordance with §11-57-211, C.R.S., one or more of the members of the Board participated in this meeting and voted through the use of a conference telephone, and there was at least one person physically present at the designated meeting area to ensure that the public meeting was in fact accessible to the public.

The following members of the Board of Directors were present, constituting a quorum:

President and Chairman:	Randle Case
Vice President:	Bryan Long
Secretary/Treasurer:	Lindsey Case
Assistant Secretary:	Robert Case

Absent:_____

Thereupon there was introduced the following resolution:

RESOLUTION

WHEREAS, Bradley Heights Metropolitan District No. 2, City of Colorado Springs, El Paso County, Colorado (the “District”), is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, at a special election of the eligible electors of the District, duly called and held on Tuesday, November 1, 2005 (the “2005 Election”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the 2005 Election voted in favor of, *inter alia*, the issuance of general obligation indebtedness for the purpose of providing public improvements; and

WHEREAS, the returns of the 2005 Election were duly canvassed and the result thereof duly declared; and

WHEREAS, the result of the 2005 Election was certified by the District by certified mail to the board of county commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the special district pursuant to §32-1-204.5, C.R.S., and with the division of securities created by §11-51-701, C.R.S. within forty-five days after the election; and

WHEREAS, the District has not issued any bonds or other obligations using the authorization of the 2005 Election; and

WHEREAS, the District was created in part for the purpose of providing funding for public improvements through the issuance of its own bonds, payable from certain tax levies to be imposed by the Pledge District (as defined herein) and pledged to the District through an intergovernmental agreement; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined and does hereby determine that it is necessary to pay the costs of acquiring, constructing, and installing a portion of the facilities the debt for which was approved at the 2005 Election (the “Project”); and

WHEREAS, the Board has determined and hereby determines that it is in the best interests of the District, and the residents and taxpayers thereof, that the Project be financed by the issuance of bonds; and

WHEREAS, for the purpose of paying the costs of the Project, the Board has determined and hereby determines that it is in the best interests of the District, and the residents and taxpayers thereof, that the District should issue its General Obligation Limited Tax Bonds, Series 2021A(3), in the maximum aggregate principal amount of \$35,000,000 (the “Bonds”); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of Title 32, Article 1, Part 11, C.R.S., and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds; and

WHEREAS, the Bonds will be issued and secured by that certain Indenture of Trust (the “Indenture”), between the District and UMB Bank, n.a., as trustee (the “Trustee”); and

WHEREAS, the Bonds shall be limited mill levy obligations of the District, payable solely from the Pledged Revenue, all as defined and described in the Indenture; and

WHEREAS, the Bonds are being issued only to financial institutions or institutional investors within the meaning of §32-1-1101 (6)(a)(IV), C.R.S., and thus are permitted pursuant to such statute; and

WHEREAS, the issuance of the Bonds shall not involve a public offering, and shall be made exclusively to “accredited investors”, as that term is used in §11-59-110 (1)(g), C.R.S., and thus will be exempt from registration under the Colorado Municipal Bond Supervision Act; and

WHEREAS, the allocation of the Bonds to the authorized but unissued indebtedness from the 2005 Election shall be as set forth in the Indenture, and shall be determined based upon the expected use of the proceeds thereof as of the date of issuance of the Bonds; and

WHEREAS, the Board has been presented with a proposal in the form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) from D.A. Davidson & Co., of Denver, Colorado (the “Underwriter”), to purchase the Bonds; and

WHEREAS, after consideration, the Board has determined that the sale of the Bonds to the Underwriter is in the best interests of the District and the residents thereof; and

WHEREAS, pursuant to §32-1-902(3), C.R.S., and §18-8-308, C.R.S., all known potential conflicting interests of the Directors were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with §24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the issuance of the Bonds in writing to the Secretary of State and the Board; finally, said officials have stated for the record immediately prior to the adoption of this Bond Resolution the fact that they have said interests and the summary nature of such interests and the participation of said officials is necessary to obtain a quorum or otherwise enable the Board to act; and

WHEREAS, there has been presented to this meeting of the Board the current forms of the “Financing Documents” as defined hereafter; and

WHEREAS, the Board desires to authorize the issuance and sale of the Bonds and the execution of the Financing Documents;

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

Section 1. Definitions. Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, and the following capitalized terms shall have the respective meanings set forth below:

Authorized Officer: the person or persons authorized to sign the Indenture and the Bond Purchase Agreement pursuant to the Delegated Authority, and to sign other documents pertaining to the Bonds as provided in this Bond Resolution, which shall be any member of the Board.

Bond Resolution: this resolution which authorizes the issuance of the Bonds and the execution of the Indenture, and any amendment or supplement lawfully made hereto.

Capital Pledge Agreement: an agreement entered into between the District, the Pledge District, and the Trustee, pursuant to which the Pledge District pledges its Pledged Fees (as defined in the Indenture) to the payment of the Bonds.

Continuing Disclosure Obligation: an agreement, certificate, or undertaking of the District to provide certain post-issuance information as described in the Limited Offering Memorandum.

Delegated Authority: the authority delegated by this Bond Resolution to any Authorized Officer to sign the Bond Purchase Agreement and to make the following determinations with respect to the Bonds in the Indenture, which determinations shall be subject to the restrictions and parameters set forth below:

- (1) the rate or rates of interest on the Bonds;
- (2) the conditions on which and the prices at which the Bonds may be redeemed before maturity;
- (3) the existence and amount of any capitalized interest or reserve funds;
- (4) the price or prices at which the Bonds will be sold;
- (5) the principal amount and denominations of the Bonds;
- (6) the amount of principal maturing in any particular year; and
- (7) the dates on which principal and interest shall be paid.

The foregoing authority shall be subject to the following restrictions and parameters:

- (1) the interest rate or rates on the Bonds shall be such that the Bonds bear interest at a net effective interest rate which does not exceed 18%;

(2) the total repayment cost of the Bonds and the maximum annual repayment costs thereof shall not exceed, respectively, the total repayment cost and maximum annual tax increase limitations of the 2005 Election;

(3) the sale price of the Bonds shall be an amount not less than 95% of the aggregate principal amount of the Bonds;

(4) the Bonds shall mature not later than December 1, 2053; and

(5) the principal amount of the Bonds shall not exceed \$35,000,000.

Financing Documents: collectively, the Indenture, the Continuing Disclosure Obligation, the Capital Pledge Agreement, the Letter of Representations, and the Bond Purchase Agreement.

Letter of Representations: the letter of representations from the District to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Limited Offering Memorandum: the final version of the Preliminary Limited Offering Memorandum.

Pledge District: Bradley Heights Metropolitan District No. 3, City of Colorado Springs, El Paso County, Colorado, and its successors and assigns.

Preliminary Limited Offering Memorandum: the document of that name concerning the Bonds and the District, which will be used to market the Bonds to investors.

Section 2. Approvals, Authorizations, and Amendments. The Financing Documents are incorporated herein by reference and are hereby approved. All Authorized Officers are hereby authorized and directed to execute the Financing Documents and to affix the seal of the District thereto, and further to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to issue and secure the Bonds. Such documents are to be executed in substantially the form presented at this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Resolution. Copies of all of the Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution and delivery of the Financing Documents, the covenants, agreements, recitals, and representations of the District therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The proper officers of the District are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the District relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by an authorized officer of the District in connection with the issuance, sale, or delivery of the Bonds not inconsistent herewith shall be conclusive evidence of the approval by the District of such instrument in accordance with the terms thereof and hereof.

Section 3. Authorization. In accordance with the Constitution of the State of Colorado; the Supplemental Act; Title 32, Article 1, Part 11, C.R.S.; the 2005 Election; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Bonds for the purpose of: (i) paying the Project Costs; and (ii) paying issuance and other costs in connection with the Bonds. The Bonds shall constitute limited tax obligations of the District as provided in the Indenture. The District hereby elects to apply all of the provisions of the Supplemental Act to the Bonds.

Section 4. Bond Details; Delegated Authority. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the District shall otherwise direct, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by "R-". The Bonds shall be dated as of the date of issuance, and shall be payable at such time or times, shall be subject to redemption prior to maturity, and otherwise shall be as determined in the Indenture. Pursuant to §11-57-205, C.R.S., of the Supplemental Act the Board hereby delegates the Delegated Authority to an Authorized Officer and authorizes the signing of the Indenture and the Bond Purchase Agreement pursuant thereto.

Section 5. Permitted Amendments to Bond Resolution. The District may amend this Bond Resolution in the same manner and subject to the same terms and conditions as apply to an amendment or supplement to the Indenture.

Section 6. Authorization to Execute Documents. The officers of the District are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Bond Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required by the Underwriter.

Section 7. Appointment of District Representative. _____ is hereby appointed District Representative, as defined in the Indenture. A different District Representative may be appointed by resolution adopted by the Board and a certificate filed with the Trustee.

Section 8. 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 9. Acceptance of Bond Purchase Agreement. The Board hereby reaffirms its determination to accept the Bond Purchase Agreement as submitted by the Underwriter, and to sell the Bonds to the Underwriter upon the terms, conditions, and provisions as set forth in the Bond Purchase Agreement, subject to the Delegated Authority. All Authorized Officers are hereby authorized to execute the Bond Purchase Agreement and to attest to such execution, all on behalf of the District.

Section 10. Limited Offering Memorandum. The draft of the Preliminary Limited Offering Memorandum is hereby authorized and approved in the form presented to the Board at this meeting. The Board hereby authorizes the finalization and posting of the Preliminary Limited Offering Memorandum, the use and distribution by the Underwriter of the Preliminary Limited Offering Memorandum in connection with the marketing of the Bonds, and the preparation and distribution of a final Limited Offering Memorandum in conjunction with an offer of the Bonds to investors. The final Limited Offering Memorandum shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. All Authorized Officers are hereby authorized to execute copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum on behalf of the District.

Section 11. Ratification and Approval of Prior Actions. All actions heretofore taken by any Authorized Officer or the officers, agents, attorneys, or employees of the District, not inconsistent with the provisions of this Bond Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

Section 12. Bond Resolution Irrepealable. After any of the Bonds have been issued, this Bond Resolution shall constitute a contract between the Owners 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 in accordance with the Indenture.

Section 13. Repealer. All orders, bylaws, and resolutions of the District, or parts thereof, inconsistent or in conflict with this Bond Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 14. Severability. If any section, paragraph, clause, or provision of this Bond 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 Bond Resolution, the intent being that the same are severable.

Section 15. Effective Date. This Bond Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 10th day of August, 2021.

(S E A L)

President or Vice President

ATTESTED:

Secretary or Assistant Secretary

Thereupon, Director _____ moved the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director _____, put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Thereupon the President, as Chairman of the meeting, declared the Bond Resolution duly adopted and the Secretary was directed to enter the foregoing proceedings and resolution upon the minutes of the Board.

Thereupon, after consideration of other business before the Board, the meeting was adjourned.

STATE OF COLORADO)
)
EL PASO COUNTY)
)
BRADLEY HEIGHTS METROPOLITAN)
DISTRICT NO. 2)

The undersigned, as the Secretary or an Assistant Secretary of Bradley Heights Metropolitan District No. 2, hereby certifies that the foregoing pages constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of said District relating to the adoption of a resolution authorizing the issuance of its General Obligation Limited Tax Bonds, Series 2021A(3), adopted at a regular meeting of the Board held at 119 N. Wahsatch Ave., in Colorado Springs, Colorado, on Tuesday, the 10th day of August, 2021, at the hour of 9:00 a.m., as recorded in the official record of proceedings of said District kept in my office; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; that each director of the Board was informed of the date, time, place, and purpose of the regular meeting; and that a notice of meeting, in the form herein set forth at page 1, was posted at one public place within the District (as designated at the District's first regular meeting of the calendar year) not less than 24 hours prior to the meeting and/or on the District's public website not less than 24 hours prior to the meeting, in accordance with law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the District, as of the 10th day of August, 2021.

(S E A L)

Secretary or Assistant Secretary

CERTIFIED RECORD

OF

PROCEEDINGS

BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3

CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

RELATING TO

THE INCURRENCE OF DEBT THROUGH A CAPITAL PLEDGE AGREEMENT

(Attach copy of notice of meeting, as posted)

STATE OF COLORADO)
)
EL PASO COUNTY)
)
BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3)

The Board of Directors of Bradley Heights Metropolitan District No. 3, in the City of Colorado Springs, El Paso County, Colorado, met in regular session at 119 N. Wahsatch Ave., in Colorado Springs, Colorado, on Tuesday, the 10th day of August, 2021, at the hour of 9:00 a.m.

The following members of the Board of Directors were present, constituting a quorum:

President and Chairman:	Randle Case
Vice President:	Bryan Long
Secretary/Treasurer:	Lindsey Case
Assistant Secretary:	Robert Case

Absent:

Thereupon there was introduced the following resolution:

RESOLUTION

WHEREAS, Bradley Heights Metropolitan District No. 3, in the City of Colorado Springs, El Paso County, Colorado (the “District”), is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the District was created for the purpose of providing certain public improvements and services to and for the benefit of the properties within the District and within Bradley Heights Metropolitan District No. 2 (“District No. 2” and, together with the District, the “Districts”), all in accordance with the Act; and

WHEREAS, the Districts were organized as part of a common plan to provide public infrastructure improvements within and without the boundaries of the Districts; and

WHEREAS, at a special election of the qualified electors of the District, duly called and held on Tuesday, November 1, 2005 (the “2005 Election”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the 2005 Election voted in favor of, inter alia, the issuance of general obligation indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing public improvements; and

WHEREAS, the returns of the 2005 Election were duly canvassed and the result thereof duly declared; and

WHEREAS, the result of the 2005 Election was certified by the District by certified mail to the board of county commissioners of each county in which the District is located, and with the division of securities created by §11-51-701, C.R.S. within forty-five days after the Election; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined and does hereby determine that it is necessary to pay the costs of acquiring, constructing, and installing a portion of the facilities the debt for which was approved at the 2005 Election (the “Project”); and

WHEREAS, District No. 2 has determined to finance the Project by the issuance of bonds (as more particularly defined hereafter, the “Bonds”) pursuant to an Indenture of Trust (the “Indenture”) between District No. 2 and UMB Bank, n.a., as trustee (the “Trustee”), that are secured by a pledge of certain revenues of the Districts more particularly described in the Indenture; and

WHEREAS, the District has been presented with the form of a Capital Pledge Agreement (the “Pledge Agreement”) between the District and District No. 2, pursuant to which the District agrees to transfer certain revenues of the District to District No. 2 or the Trustee to assist in the payment of the Bonds; and

WHEREAS, the Board has determined and hereby determines that it is in the best interests of the District, and the residents and taxpayers thereof, that the District enter into the

Capital Pledge Agreement and incur the debt obligation described thereunder for the purpose of financing the Project; and

WHEREAS, the indebtedness incurred by the District pursuant to the Pledge Agreement shall be incurred pursuant to the provisions of Title 32, Article 1, Part 11, C.R.S., and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the indebtedness incurred by the District pursuant to the Pledge Agreement; and

WHEREAS, the City of Colorado Springs, in its analysis of the planned development and deliberations throughout the City Council approval process, has provided its approval that the District be liable for the repayment of a portion of the Bonds (as defined herein), generally in accordance with its relative assessed valuation, and that such allocation is fair and reasonably related to the benefits received by the residents, property owners, and taxpayers of both Districts from the planned improvements; and

WHEREAS, the District's financial obligations under the Pledge Agreement are incurred solely in connection with the Bonds; and

WHEREAS, the Bonds are being issued only to financial institutions or institutional investors within the meaning of §32-1-1101 (6)(a)(IV), C.R.S.; and

WHEREAS, the allocation of the indebtedness incurred pursuant to the Pledge Agreement to the authorized but unissued indebtedness from the 2005 Election shall be as set forth in the Pledge Agreement, and shall be determined based upon the expected use of the proceeds thereof as of the date of issuance of the Bonds; and

WHEREAS, pursuant to §32-1-902(3), C.R.S., and §18-8-308, C.R.S., all known potential conflicting interests of the Directors were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with §24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the incurrence of the debt represented by the Pledge Agreement in writing to the Secretary of State and the Board; finally, said officials have stated for the record immediately prior to the adoption of this Resolution the fact that they have said interests and the summary nature of such interests and the participation of said officials is necessary to obtain a quorum or otherwise enable the Board to act.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, and the following capitalized terms shall have the respective meanings set forth below:

Authorized Officer: any member of the Board of Directors of the District.

Authorizing Resolution: this resolution which authorizes the execution of the Pledge Agreement, and any amendment or supplement lawfully made thereto.

Delegated Authority: the authority delegated by this Authorizing Resolution to any Authorized Officer to make the following determinations with respect to the Pledge Agreement, which determinations shall be subject to the restrictions and parameters set forth below:

- (1) the rate or rates of interest on the limited tax general obligation debt represented by the Pledge Agreement and particularly Section 4.06 thereof (the "Debt Obligation");
- (2) the principal amount of the Debt Obligation; and
- (3) the amount of principal maturing on the Debt Obligation in any particular year.

The foregoing authority shall be subject to the following restrictions and parameters:

- (1) the interest rate or rates on the Debt Obligation shall be such that the Debt Obligation bears interest at a net effective interest rate which does not exceed 18%;
- (2) the total repayment cost of the Debt Obligation and the maximum annual repayment costs thereof shall not exceed, respectively, the total repayment cost and maximum annual tax increase limitations of the 2005 Election;
- (3) the Debt Obligation shall mature not later than December 1, 2053; and
- (4) the principal amount of the Debt Obligation shall not exceed \$35,000,000.

Section 2. Approvals, Authorizations, and Amendments. The Pledge Agreement is incorporated herein by reference and hereby approved. The District shall enter into and perform its obligations under the Pledge Agreement in the form of such document or documents presented at this meeting, with only such changes as are not inconsistent herewith. All Authorized Officers are hereby authorized and directed to execute the Pledge Agreement and to affix the seal of the District thereto, and further to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to issue and secure the Bonds. Such documents are to be executed in substantially the form presented at this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Resolution. Copies of the Pledge Agreement shall be delivered, filed, and recorded as provided therein.

Upon execution and delivery of the Pledge Agreement, the covenants, agreements, recitals, and representations of the District therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The proper officers of the District are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the District relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by an authorized officer of the District in connection with the issuance, sale, or delivery of the Bonds not inconsistent herewith shall be conclusive evidence of the approval by the District of such instrument in accordance with the terms thereof and hereof.

Section 3. Authorization. In accordance with the Constitution of the State of Colorado; the Supplemental Act; Title 32, Article 1, Part 11, C.R.S.; the 2005 Election; and all other laws of the State of Colorado thereunto enabling, the Debt Obligation evidenced by the Pledge Agreement shall incurred for the purpose of: (i) paying the Project Costs; and (ii) paying issuance and other costs in connection with the Bonds. The Bonds shall constitute limited obligations of the District as provided in the Indenture. The Debt Obligation evidenced by the Pledge Agreement shall constitute a limited obligation of the District as provided therein.

Section 4. Permitted Amendments to Authorizing Resolution. The District may amend this Authorizing Resolution in the same manner, and subject to the same terms and conditions, as those which apply to an amendment or supplement to the Pledge Agreement.

Section 5. Authorization to Execute Documents. The officers of the District are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Authorizing Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required under the circumstances.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by any Authorized Officer or the officers, agents, attorneys, or employees of the District not inconsistent with the provisions of this Authorizing Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

Section 7. Authorizing Resolution Irrepealable. After any of the Bonds have been issued, this Authorizing Resolution shall constitute a contract between the Owners 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 in accordance with the Indenture.

Section 8. Repealer. All orders, bylaws, and resolutions of the District, or parts thereof, inconsistent or in conflict with this Authorizing Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 9. Severability. If any section, paragraph, clause, or provision of this Authorizing 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 Authorizing Resolution, the intent being that the same are severable.

Section 10. Effective Date. This Authorizing Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 10th day of August, 2021.

(S E A L)

President or Vice President

ATTESTED:

Secretary or Assistant Secretary

Thereupon, Director _____ moved the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director _____, put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Thereupon the President, as Chairman of the meeting, declared the Authorizing Resolution duly adopted and the Secretary was directed to enter the foregoing proceedings and resolution upon the minutes of the Board.

Thereupon, after consideration of other business before the Board, the meeting was adjourned.

STATE OF COLORADO)
)
EL PASO COUNTY)
)
BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3)

The undersigned, as the Secretary or an Assistant Secretary of Bradley Heights Metropolitan District No. 3, hereby certifies that the foregoing pages constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of said District relating to the adoption of a resolution authorizing the incurrence of debt in the form of a multiple fiscal year financial obligation consisting of a Pledge Agreement relating to Bradley Heights Metropolitan District No. 2's issuance of general obligation limited tax bonds, adopted at a regular meeting of the Board held at 119 N. Wahsatch Ave., in Colorado Springs, Colorado, on Tuesday, the 10th day of August, 2021, at the hour of 9:00 a.m., as recorded in the official record of proceedings of said District kept in my office; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; that each director of the Board was informed of the date, time, place, and purpose of the special meeting; and that a notice of meeting, in the form herein set forth at page 1, was posted at one public place within the boundaries of the District and/or on the District's public website no less than 24 hours prior to the meeting, in accordance with law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the District, as of the 10th day of August, 2021.

(S E A L)

Secretary or Assistant Secretary

CAPITAL PLEDGE AGREEMENT

DATED AS OF AUGUST __, 2021

BETWEEN

**BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 2
IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO**

**BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3
IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO**

AND

UMB BANK, NATIONAL ASSOCIATION

CAPITAL PLEDGE AGREEMENT

This **CAPITAL PLEDGE AGREEMENT** (this “Agreement”), dated as of August __, 2021, is by and between **BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 2**, in the City of Colorado Springs, El Paso County, Colorado, a quasi-municipal corporation duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (“District No. 2”), **BRADLEY HEIGHTS METROPOLITAN DISTRICT NO. 3**, in the City of Colorado Springs, El Paso County, Colorado, a quasi-municipal corporation duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado (“District No. 3”), and **UMB BANK, N.A.** (the “Trustee”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned them in Article I hereof.

RECITALS

WHEREAS, District No. 2 and District No. 3 (each a “District,” and collectively, the “Districts”) are each a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, C.R.S (the “Act”); and

WHEREAS, the Districts operate in accordance with a Consolidated Service Plan for Bradley Heights Metropolitan District Nos. 1, 2, and 3 (City of Colorado Springs, El Paso County, Colorado) dated April 1, 2010 (the “Districts’ Service Plan”); and

WHEREAS, the Districts were organized as part of a common plan to provide public infrastructure improvements within and without the boundaries of the Districts; and

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, pursuant to Section 32-1-1101(1), C.R.S., the Districts are authorized to incur indebtedness for the foregoing purposes to carry out the purposes of the Districts; and

WHEREAS, at elections of the qualified electors of the Districts, duly called and held on November 1, 2005 (the “2005 Elections”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at each of the respective 2005 Elections voted in favor of, inter alia, the issuance of general obligation indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain improvements and facilities, the questions relating thereto being as set forth in Exhibit A attached hereto; and

WHEREAS, the Board of Directors of District No. 2 (the “District No. 2 Board”), and the Board of Directors of District No. 3 (the “District No. 3 Board” and, together with the District No. 2 Board, the “Boards”) have heretofore determined that it is in the best

interests of the Districts, and the residents and taxpayers thereof, to pay the costs of acquiring, constructing, and installing a portion of the facilities which are needed for the Bradley Heights development the debt for which was approved by the 2005 Elections (the “Project”); and

WHEREAS, the City, in its analysis of the planned development and deliberations throughout the City Council approval process, has provided its approval that the Pledge District be liable for the repayment of a portion of the Bonds (as defined herein), generally in accordance with its relative assessed valuation, and that such allocation is fair and reasonably related to the benefits received by the residents, property owners, and taxpayers of both Districts from the planned improvements; and

WHEREAS, the Boards have determined that it is in the best interests of the Districts, and the residents and taxpayers thereof, that the Project be financed by the issuance of bonds by District No. 2, and that for such purpose District No. 2 shall issue its \$35,000,000 General Obligation Limited Tax Bonds, Series 2021A(3) (the “Bonds”); and

WHEREAS, the District No. 2 Series 2021A(3) Bonds are being issued pursuant to an Indenture of Trust, dated as of August __, 2021 (the “Series 2021A(3) Indenture”), between District No. 2 and UMB Bank, n.a. as trustee (the “Trustee”); and

WHEREAS, the Series 2021A(3) Indenture contemplates that the Bonds will be secured by revenues pledged by District No. 2 and District No. 3; and

WHEREAS, in order to carry out the intent and objectives of the 2005 Elections and the Districts’ Service Plan, the Districts desire to enter into this Agreement for the purpose of providing ad valorem property tax revenue derived from the taxable property of District No. 3 (also referred to herein as the “Pledge District”) and other revenue received (and to be received) by the Pledge District in order to pay, in combination with revenue of District No. 2, the debt service on the Bonds; and

WHEREAS, it has been determined by the Districts and it is hereby determined that each shall be liable for the repayment of the Bonds generally in accordance with their relative assessed valuations, and that such allocation is fair and is reasonably related to the benefits received by the residents, property owners, and taxpayers of both Districts from the Project; and

WHEREAS, the District No. 3 Board hereby determines to allocate its obligations under this Agreement to the authorized but unissued indebtedness from its 2005 Election in accordance with the following:

District No. 3 Authorization Used and Remaining From 2005 Election ^{1, 2}			
Purpose	Principal Amount Voted	Principal Amount Used by Series 2021A(3) Senior Bonds	Principal Amount Remaining
Water	\$ 45,000,000	(\$0)	\$45,000,000
Street	45,000,000	(0)	45,000,000
Traffic and safety	45,000,000	(0)	45,000,000
Sanitation	45,000,000	(0)	45,000,000
Mosquito control	45,000,000	(0)	45,000,000
Public transportation	45,000,000	(0)	45,000,000
Refunding	45,000,000	(0)	45,000,000
TOTAL²	\$315,000,000	\$ 0	\$315,000,000

WHEREAS, to the extent necessary to maintain the validity of this Pledge Agreement, the Pledge District reserves the right to re-allocate the above-described use of electoral authorization to any other categorical electoral authorization received from its 2005 Election that is consistent with the use of the proceeds of the Bonds; and

WHEREAS, the Pledge District's financial obligations hereunder are incurred solely in connection with the Bonds; and

WHEREAS, the Bonds are being issued solely to financial institutions or institutional investors within the meaning of §32-1-1101 (6)(a)(IV), C.R.S.; and

WHEREAS, all amendments to this Agreement made pursuant hereto and not in conflict with the ballot questions approved at the Elections, the Districts' Service Plan, the Authorizing Resolutions, and the Bonds, shall be deemed part of this Agreement and fully authorized by the foregoing.

COVENANTS

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

¹ At the time of the 2005 Election, the Pledge District was named Rancho Colorado Metropolitan District No. 3. The Pledge District's name was changed to Bradley Heights Metropolitan District No. 3 by Order of the El Paso County District Court dated June 18, 2010 and recorded with the El Paso County Clerk and Recorder's Office on January 10, 2011 at reception number 211003278.

² At the 2005 Election, the Pledge District also voted on debt authorization questions related to operations and maintenance, intergovernmental agreements, private contracts, and management agreements, which have not been presented in the table.

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement; and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in Section 1.02 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

(e) All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

Section 1.02. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below shall have the respective meanings set forth below. Capitalized terms used herein but not defined below shall have the respective meanings assigned to such terms in the recitals hereto or in the Series 2021A(3) Indenture.

Additional Bonds: (a) all obligations of the Pledge District for borrowed money and reimbursement obligations, (b) all obligations of the Pledge District constituting a lien or encumbrance upon the ad valorem tax revenues of the Pledge District or any part of the Pledge District’s Capital Revenue, (c) all obligations of the Pledge District evidenced by bonds, debentures, notes, or other similar instruments, (d) all obligations of the Pledge District to pay the deferred purchase price of property or services, (e) all obligations of the Pledge District as lessee under leases, but excluding such obligations outstanding from time to time with respect to which the aggregate maximum repayment costs for all terms thereof do not exceed \$500,000, or consist of payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Pledge District, and (f) all obligations of others guaranteed by the Pledge District; provided that notwithstanding the foregoing, the term “Additional Bonds” does not include:

(i) obligations the repayment of which is contingent upon the Pledge District’s annual determination to appropriate moneys therefor, other than capital leases as set forth in (e) above, which obligations do not constitute a multiple-fiscal year financial obligation and do not obligate such Pledge District to impose any tax, fee, or other governmental charge;

(ii) obligations which are payable solely from the proceeds of additional Pledge District obligations, when and if issued;

(iii) obligations payable solely from periodic, recurring service charges imposed by the Pledge District for the use of the Pledge District facility or service, which

obligations do not constitute a debt or indebtedness of the Pledge District or an obligation required to be approved at an election under Colorado law;

(iv) obligations to reimburse any person in respect of surety bonds, financial guaranties, letters of credit, or similar credit enhancements so long as (A) such surety bonds, financial guaranties, letters of credit, or similar credit enhancements are issued as security for any obligations described in the lead-in paragraph to this definition, and (B) such reimbursement obligations are payable from the same or fewer revenue sources, with the same or a subordinate lien priority, as the obligations secured by the surety bonds, financial guaranties, letters of credit, or similar credit enhancements; and

(v) any leases of the Pledge District outstanding from time to time with respect to which the aggregate maximum repayment costs for all terms thereof do not exceed \$500,000, or consist of payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Pledge District.

Additional Mandatory Capital Levy: any debt service mill levy imposed by the Pledge District to support the payment of any Additional Bonds, including any Specific Ownership Tax related thereto.

Agreement: this Agreement, as the same may be modified or supplemented from time to time in accordance with the provisions hereof.

Authorizing Resolutions: collectively, the resolution of District No. 2 adopted _____, 2021, authorizing, with respect to District No. 2, the issuance of the Bonds and matters relating thereto; the execution and delivery of this Agreement and matters relating thereto; and the resolution of District No. 3 adopted on _____, 2021, authorizing, with respect to District No. 3, the execution and delivery of this Agreement and matters relating thereto.

Bonds: the District No. 2 Series 2021A(3) Bonds.

County: means El Paso County, Colorado.

District No. 2 Series 2021A(3) Bonds: the Bradley Heights Metropolitan District No. 2 General Obligation Limited Tax Bonds, Series 2021A(3), originally issued in the aggregate principal amount of \$35,000,000 pursuant to that certain Indenture of Trust, dated as of August __, 2021, between District No. 2 and UMB Bank, n.a. as trustee.

District No. 2: Bradley Heights Metropolitan District No. 2, City of Colorado Springs, El Paso County, Colorado, and its successors and assigns.

District No. 3: Bradley Heights Metropolitan District No. 3, City of Colorado Springs, El Paso County, Colorado, and its successors and assigns.

Districts' Service Plan: the service plan for the Districts, as approved pursuant to the Act, including all amendments and supplements made thereto as of the date hereof.

Mandatory Capital Levy: shall have the following meaning, net of the collection costs of the County and any tax refunds or abatements authorized by or on behalf of the County:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Pledge District each year in the amount of 30 mills, or such lesser mill levy which will (together with any PILOT revenues) pay all of the principal of and interest on the Bonds in full for so long as the Bonds are outstanding in accordance with the terms of the Series 2021A(3) Indenture; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, then the minimum and maximum mill levies provided herein shall be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Pledge District's Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy is neither diminished nor enhanced as a result of such changes.

(b) Notwithstanding anything herein to the contrary, in no event may the Mandatory Capital Levy be established at a mill levy which would cause the Pledge District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Pledge District's electoral authorizations, and if the Mandatory Capital Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Pledge District's electoral authorization, the Mandatory Capital Levy shall be reduced to the point that such maximum tax increase is not exceeded.

Mandatory Capital Levy Revenue: the revenues generated from the imposition by the Pledge District of its mill levy in accordance with the definition of the Mandatory Capital Levy.

Maximum Debt Mill Levy Imposition Term: this term shall have the meaning ascribed thereto by the Districts' Service Plan.

Pledge District Capital Revenue: the following moneys or, as applicable, the moneys derived by the Pledge District from the following sources:

- (a) the Mandatory Capital Levy;
- (b) the portion of the Specific Ownership Tax which is collected as a result of imposition of the Mandatory Capital Levy; and
- (c) any PILOT (as defined in the Series 2021A(3) Indenture) revenues received from any PILOT recorded against the Pledge District's boundaries.

Refunding Obligations: means any bonds, notes, certificates or obligations issued or incurred by District No. 2 or the Pledge District and designated by such issuing District as secured by a lien on all or a portion of the Pledge District Capital Revenue payable hereunder, provided that such obligations (i) are issued or incurred for the purpose of refunding all or a portion of the outstanding Bonds, (ii) are issued in compliance with the Colorado Municipal Bond Supervision Act (Section 11-59-101, et seq.) or any successor statute, and (iii) will initially be issued in the manner satisfying the provisions of Section 32-1-1101(6), C.R.S.; and further

provided that if the principal amount of such obligations exceeds the principal amount of the Bonds being refunded due to the funding of costs of issuance, funding reserve fund or a surplus fund, but not to finance or reimburse the costs of additional Facilities (the “Excess Principal Amount”), the Excess Principal Amount shall not cause the Pledge District to exceed the amount of debt permitted to be issued by the Districts’ Service Plan and its electoral authorization.

Specific Ownership Tax: the specific ownership taxes collected by the County and remitted to the Pledge District pursuant to §42-3-107, C.R.S., or any successor statute.

Termination Date: December 2, 2053, being the date on which no further payments will be due on the Bonds, regardless of the amount of principal and interest paid prior to that date.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. No Additional Electoral Approval Required. The authorization for issuance of debt, fiscal year spending, revenue collections and other constitutional matters requiring voter approval for purposes of this Agreement, was approved by the Pledge District at its Election in accordance with law and pursuant to due notice. The performance of the terms of this Agreement requires no further electoral approval.

Section 2.02. Characterization of Obligations. The obligations of the Pledge District under this Agreement constitute limited tax general obligations (with respect to the revenue derived from the Mandatory Capital Levy) and revenue obligations (with respect to all other portions of the Pledge District Capital Revenue) of the Pledge District.

Section 2.03. Electoral Limitations. In no event shall the total or annual obligations of the Pledge District hereunder exceed the maximum amounts permitted under the Pledge District’s electoral authority and any other applicable law. The Pledge District’s obligation hereunder will be deemed defeased and no longer outstanding upon the payment by the Pledge District of such amount.

Section 2.04. Imposition of Mandatory Capital Levy. For so long as the Bonds, or any Refunding Obligations thereof, are outstanding, the Pledge District covenants as follows:

(a) The Pledge District covenants to cause to be levied on all of the taxable property of the Pledge District, in addition to all other taxes, direct annual taxes in each year, commencing in December 20__, in the amount of the Mandatory Capital Levy, but not beyond the Maximum Debt Mill Levy Imposition Term to the extent limited by the Districts’ Service Plan. Nothing herein shall be construed to require the Pledge District to levy an ad valorem property tax in excess of the Mandatory Capital Levy. In addition, it is acknowledged that the proceeds of any general property tax levy imposed to pay current administrative, operations and maintenance shall not be payable to District No. 2 pursuant to this Agreement, shall not be payable to the Trustee (or other entity designated by District No. 2), and shall not be subject to the lien of this Agreement.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board of the Pledge District to the Board of County Commissioners of El Paso County, showing the aggregate amount of taxes to be levied from time to time, as required by law, for the purpose of honoring their obligations hereunder with respect to the Bonds.

(c) The amounts derived from performance of the Pledge District of its obligations hereunder are hereby appropriated for the purpose of paying such amounts to District No. 2, and such amounts as appropriate for each year shall also be included in the annual budget and the appropriation bills to be adopted and passed by the Board of the Pledge District in each year, respectively, until the Bonds, or any Refunding Obligations thereof, have been fully paid, satisfied, and discharged.

(d) It shall be the duty of the Board of the Pledge District, annually, at the time and in the manner provided by law for levying other taxes of the Pledge District, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the Board of the Pledge District shall levy, certify, and collect said taxes in the manner provided by law for the purposes aforesaid.

(e) Said taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to the Pledge District as provided by law, and the Pledge District shall pay such amounts to District No. 2 as provided herein.

(f) The Board of the Pledge District shall take all necessary and proper steps to enforce promptly the payment of the taxes represented by the Mandatory Capital Levy.

Section 2.05. Pledge of Revenues; Payment and Application of Revenues.

(a) The Pledge District hereby pledges all the Pledge District Capital Revenue to the payment of the Bonds.

(b) The Pledge District hereby agrees to remit to District No. 2, as soon as practicable upon the receipt thereof, all the Pledge District Capital Revenue. District No. 2 shall apply such Pledge District Capital Revenue, together with all other Pledged Revenue (as defined in the Series 2021A(3) Indenture) in its possession, to the payment of the principal of, premium if any, and interest on the Bonds due in accordance with the terms of the Series 2021A(3) Indenture.

(c) All amounts payable by the Pledge District hereunder shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to District No. 2. Alternatively, District No. 2 may direct the Pledge District in writing to pay such amounts directly to the Trustee for the Bonds and, if so directed, amounts paid by the Pledge District to the Trustee for the Bonds shall be deemed, for purposes of this Agreement, to be paid to District No. 2.

(d) District No. 2 hereby agrees that it shall transfer, or cause the transfer of, the Pledge District Capital Revenue received by it under this Agreement to the Trustee for the Bonds in the amounts, at the times, and in the manner required by the Series 2021A(3) Indenture.

Section 2.06. Appropriation; No Impairment of Obligations. The sums herein required to pay the amounts due hereunder are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the Board of the Pledge District in each year while any one or more of the Bonds are outstanding or any amounts remain due and owing under the Series 2021A(3) Indenture. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Pledge District to levy ad valorem property taxes, or as limiting or impairing the obligation of the Pledge District to levy, administer, enforce and collect the ad valorem property taxes as provided herein for the payment of its obligations hereunder.

Section 2.07. Limited Defenses; Specific Performance. It is understood and agreed by the Pledge District that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and so long the Series 2021A(3) Indenture is outstanding or any amounts remain due and owing under such Indenture, the Pledge District agrees that notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay a payment to or on behalf of District No. 2 or District No. 2's ability to receive payments due hereunder. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Pledge District, in the event that the Pledge District believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Agreement, it shall, nevertheless, make all payments as described herein and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.08. No Future Exclusion of Property. The parties agree that this Agreement constitutes "indebtedness" as contemplated by Section 32-1-503, C.R.S. Any property excluded from the Pledge District after the date hereof is to remain liable for the imposition of the Mandatory Capital Levy and payment of the respective proceeds thereof and of the other Pledge District Capital Revenue in accordance with the provisions hereof, to the same extent as such property that, by virtue of being included within the boundaries of the Pledge District, otherwise remains liable for the indebtedness of the Pledge District represented by this Agreement, as provided in Section 32-1-503, C.R.S., for so long as any one or more of the Bonds are outstanding or any amounts remain due and owing under the Series 2021A(3) Indenture. In the event that any order providing for the exclusion of property from the Pledge District does not so provide and specifically indicate the liability of such excluded property for the obligations set forth herein, District No. 2 and the Pledge District hereby agree to take all actions reasonably necessary to cause the property owners of such proposed excluded property to covenant to assume all responsibilities under this Agreement, which covenants shall run with the land and shall be in a form satisfactory to District No. 2 and the Trustee.

Section 2.09. No Future Pledge of the Pledge District Capital Revenue; Exception. The obligations of the Pledge District hereunder shall be and remain in effect until the Bonds, or any Refunding Obligations thereof, are fully discharged pursuant to the terms of the Series 2021A(3) Indenture or documents pursuant to which the Refunding Obligations have been issued, as applicable. Notwithstanding the foregoing, with the prior written consent of the

Districts, this Agreement may be amended as described in Section 4.07(g) for the purpose of supporting any Parity Bonds (as defined in the Series 2021A(3) Indenture) or Subordinate Bonds (as defined in the Series 2021A(3) Indenture) that may be issued by District No. 2 in the future in accordance with the terms of the Series 2021A(3) Indenture.

Section 2.10. Prohibition Against Superior or Parity Debt; Issuance of Subordinate Obligations. Except as set forth below, the Pledge District shall not be permitted to issue any Additional Bonds:

(a) Without the prior consent of District No. 2, the Pledge District shall not issue or incur any Additional Bonds that are payable from all or any portion of the Pledge District Capital Revenue on a superior, parity, or subordinate basis with the Bonds or any Refunding Obligations thereof.

(b) The Pledge District may issue Additional Bonds payable exclusively from the proceeds of any Additional Mandatory Capital Levy. The revenue derived from such Additional Mandatory Capital Levy may only be applied to the payment of Additional Bonds after an amount of revenue equal to the Mandatory Capital Levy Revenue has been transferred to the Trustee for due and owing payment on the Bonds, or any Refunding Obligations thereof, for the applicable calendar year. To enforce the requirements of the immediately preceding sentence, the Pledge District hereby agrees to transfer all of the Pledge District Capital Revenue and all of the revenue produced from any Additional Mandatory Capital Levy to the Trustee for due and owing payment on the Bonds, or any Refunding Obligations thereof, for the applicable calendar year in accordance with Section 3.05 of the Series 2021A(3) Indenture. After all amounts due and owing have been paid on the Bonds, or any Refunding Obligations thereof, the remaining revenue derived from the Pledge District Capital Revenue or the Additional Mandatory Capital Levy will be deposited as directed by the Pledge District. Furthermore, the Pledge District agrees to calculate and certify the amount of Mandatory Capital Revenue applicable for due and owing payment on the Bonds, or any Refunding Obligations thereof, to the Trustee no later than January 15 of each calendar year. Notwithstanding the forgoing, this certification shall only apply on and after the date of issuance of any Additional Bonds.

Section 2.11. Representations and Warranties of the Pledge District. The Pledge District hereby makes the representations and warranties set forth below.

(a) The Pledge District is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(b) The Pledge District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by the Pledge District have been duly authorized by all necessary action.

(c) The Pledge District hereby represents it is not in violation of any of the applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the Pledge District to perform its obligations hereunder. The execution, delivery and performance by the

Pledge District of this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the Pledge District in a manner that could reasonably be expected to result in a material adverse effect on the ability of the Pledge District to perform its obligations hereunder, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the Pledge District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the Pledge District is a party or which purports to be binding upon the Pledge District or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect on the ability of the Pledge District to perform its obligations hereunder.

(d) The Pledge District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the Pledge District of this Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which the Pledge District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the Pledge District threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the Pledge District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the Pledge District to perform its obligations under this Agreement.

(f) This Agreement constitutes a multiple fiscal year financial obligation of the Pledge District within the meaning of Article X Section 20 of the Colorado Constitution.

(g) This Agreement constitutes the legal, valid, and binding obligation of the Pledge District, enforceable against the Pledge District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

Section 2.12. Representations and Warranties of District No. 2. District No. 2 hereby makes the representations and warranties set forth below.

(a) District No. 2 is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Colorado.

(b) District No. 2 has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. District No. 2's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

(c) District No. 2 is not in violation of any of the applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be

expected to materially adversely affect the ability of District No. 2 to perform its obligations hereunder. The execution, delivery and performance by District No. 2 of this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of District No. 2 in a manner that could reasonably be expected to result in a material adverse effect, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of District No. 2 pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which District No. 2 is a party or which purports to be binding upon District No. 2 or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(d) District No. 2 has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by District No. 2 of this Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which District No. 2 is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of District No. 2 threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of District No. 2 is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of District No. 2 to perform its obligations under, this Agreement.

(f) This Agreement constitutes the legal, valid, and binding obligation of District No. 2, enforceable against District No. 2 in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

Section 2.13. Other Covenants of the Pledge District.

(a) The Pledge District will maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might reduce the security provided for the payment of the Bonds, and will continue to operate and manage the Pledge District and its facilities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations.

(b) The Pledge District will carry general liability coverage, public liability, and such other forms of insurance on insurable property of the Pledge District upon the terms and conditions, and issued by recognized insurance companies, as in the judgment of the Pledge District, would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the Pledge District and its operations.

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

(d) The Pledge District covenants that it will not take any action or omit to take any action with respect to any funds of the Pledge District or any facilities financed or refinanced with the proceeds of the Bonds, if such action or omission (i) would cause the interest on any one or more of the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on any one or more of the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, or (iii) would cause interest on any one or more of the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law.

(e) In the event that at any time the Pledge District is of the opinion that for purposes of this Section 2.13(d) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Pledge District, such Pledge District shall so restrict or limit the yield on such investment.

(f) The Pledge District shall pay and discharge, when due, all of its liabilities, except when the payment thereof is being contested in good faith by appropriate procedures which will avoid financial liability and with adequate reserves provided therefor.

(g) The Pledge District shall keep or cause to be kept adequate and proper records and books of account in which complete and correct entries shall be made with respect to the Pledge District, the Pledge District's Capital Revenue, and its governmental funds and accounts.

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

Section 3.01. Events of Default. The occurrence or existence of any one or more of the following events shall be an "Event of Default" hereunder, and there shall be no default or Event of Default hereunder except as provided in this Section 3.01; provided, however, there shall be no Event of Default hereunder until such time as the Trustee or District No. 2 notifies the Pledge District in writing of the existence thereof:

(a) The Pledge District fails to impose the Mandatory Capital Levy as required by the terms of this Agreement;

(b) The Pledge District fails to promptly remit its Pledge District Capital Revenue to District No. 2 in the manner provided by this Agreement;

(c) The Pledge District fails to observe or perform any other of the material covenants, agreements, duties or conditions on the part of the Pledge District in this Agreement and such failure is not remedied to the satisfaction of the Trustee or District No. 2 within 30 days

after the Pledge District receives written notice from the Trustee or District No. 2 of the occurrence of such failure; or

(d) Any representation or warranty made by the Pledge District in this Agreement proves to have been untrue or incomplete in any material respect when made or deemed made; or

(e) The Pledge District files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by this Agreement.

Section 3.02. Remedies for Events of Default. Upon the occurrence and continuance of an Event of Default, the Pledge District, District No. 2, or the Trustee may proceed to protect and enforce its rights against the party or parties causing the Event of Default by mandamus or such other suit or action available in equity or at law. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs. Nothing herein shall be construed as requiring any District's consent or participation in any such enforcement action, the intent being that the Trustee can enforce this agreement independently from any such consent or participation of any District.

Section 3.03. Limited Capital Revenue. Notwithstanding the foregoing or anything else herein to the contrary, no remedy will lie at law or in equity for any Event of Default consisting solely of the failure of District No. 2 to pay the principal of and interest on the Bonds, it being acknowledged by District No. 2 and the Trustee that: (i) the amount of the Pledge District Capital Revenue is limited in accordance with the terms hereof; and (ii) acceleration shall not be an available remedy for an Event of Default.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Pledge of Capital Revenue. The creation, perfection, enforcement, and priority of the pledge of the Pledge District Capital Revenue to secure payment of the Bonds shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The Pledge District Capital Revenue of the Pledge District shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. 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 Pledge District or District No. 2 irrespective of whether such persons have notice of such liens.

Section 4.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of Directors of the Pledge District, or any officer or agent of the Pledge District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Pledge District Capital Revenue of the Pledge District hereunder. Such recourse shall not be available either directly or indirectly through the Pledge District, or otherwise, whether by virtue of any constitution,

statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, District No. 2 specifically waives any such recourse and the Trustee also accepts this Agreement and waives any such recourse.

Section 4.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Section 4.03 shall constitute a recital that this Agreement is executed and delivered pursuant to certain provisions of the Supplemental Act, and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 4.04. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than thirty days after the authorization of this Agreement.

Section 4.05. Notices. Except as otherwise provided herein, all notices and communications required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

If to District No. 2: Bradley Heights Metropolitan District No. 2
c/o White Bear Ankele Tanaka & Waldron P.C.
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Sean Allen, Esq.

If to District No. 3: Bradley Heights Metropolitan District No. 3
c/o White Bear Ankele Tanaka & Waldron P.C.
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Sean Allen, Esq.

If to Trustee: UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: John Wahl

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either party by written notice so provided may change the address to which future notices shall be sent.

Section 4.06. General Obligation Limited Tax; Termination Date.

(a) Notwithstanding anything herein to the contrary, the payment obligations of the Pledge District under this Pledge Agreement shall constitute a general obligation limited tax debt of the Pledge District.

(b) The payment obligations of the Pledge District hereunder shall continue until the date on which the Bonds, or any Refunding Obligations thereof, are no longer outstanding under the terms of the Series 2021A(3) Indenture. On the date upon which the Bonds, or any Refunding Obligations thereof, are no longer outstanding under the Series 2021A(3) Indenture, all payment obligations hereunder shall terminate and be extinguished, notwithstanding the amounts paid prior to that date.

(c) Notwithstanding anything herein to the contrary, the payment obligations of the Pledge District under this Pledge Agreement shall be deemed to be paid, satisfied, and discharged upon the Termination Date, regardless of the amount of principal and interest paid on the Bonds prior to the Termination Date; provided however, that the foregoing shall not relieve the Pledge District of its obligations to impose the Mandatory Capital Levy each year prior to the year in which the Termination Date occurs and apply the Pledge District Capital Revenue in the manner required herein prior to the Termination Date.

Section 4.07. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) It is hereby acknowledged by District No. 2 and by the Pledge District that the Trustee (for and on behalf of the financial institutions or institutional investors that hold the Bonds) is intended to be the sole beneficiary of the financial obligations incurred by District No. 2 and the Pledge District pursuant to this Pledge Agreement.

(d) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties; provided, however, District No. 2 may assign its rights to receive revenue hereunder, and to enforce the provisions hereof, to the Trustee. In order to effectuate the foregoing, it is hereby agreed that for so long as any Bonds remain outstanding under the Series 2021A(3) Indenture, the Trustee and the Paying Agent shall be the same entity.

(e) This Agreement shall be governed by and construed under the applicable laws of the State of Colorado.

(f) Venue for any and all claims brought by any party to enforce any provisions of this Agreement shall be the El Paso County District Court, State of Colorado.

(g) This Agreement may be amended or supplemented by the parties for the purpose of: (i) permitting a pledge of the Pledge District Capital Revenue to the payment of any Parity Bonds or Subordinate Bonds, as defined in, and issued pursuant to the terms of the Series 2021A(3) Indenture; or (ii) any other purpose if, in the opinion of nationally recognized bond counsel delivered to the Trustee, such amendment will not materially adversely affect the security for the Bonds or the rights and interests of the holders of the Bonds. Notwithstanding the foregoing, no amendment to this Agreement may permit the application of any of the Pledge District Capital Revenue to the payment of any Subordinate Bonds unless and until all payments required to be made on the Bonds and the Parity Bonds in such year have first been made. Furthermore, no amendment to this Agreement may permit the application of any revenue derived from any Additional Mandatory Capital Levy to the payment of Additional Bonds unless and until revenue equal to the Mandatory Capital Levy Revenue has been transferred to the Trustee pursuant to Section 2.10(b) hereof.

(h) If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which banks in Denver, Colorado are 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 banks in Denver, Colorado are authorized or required by law to remain closed.

(i) Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(j) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, District No. 2 and District No. 3, and the Trustee have executed this Capital Pledge Agreement as of the day and year first above written.

SEAL

**BRADLEY HEIGHTS METROPOLITAN
DISTRICT NO. 2**

By: _____
President

ATTEST:

Secretary or Assistant Secretary

SEAL

**BRADLEY HEIGHTS METROPOLITAN
DISTRICT NO. 3**

By: _____
President

ATTEST:

Secretary or Assistant Secretary

UMB BANK, N.A.

By: _____
Authorized Signatory

[Signature page to Capital Pledge Agreement]

EXHIBIT A

To

CAPITAL PLEDGE AGREEMENT

(Debt Ballot Questions of District Nos. 2 and 3)

Balance Sheet

As of July 31, 2021

	Jul 31, 21
ASSETS	
Current Assets	
Checking/Savings	
US Bank 1 036 9030 9143	1,631.30
ECB - Checking	548.51
Total Checking/Savings	2,179.81
Other Current Assets	
Due From District 3	660.00
Due From District 2	200.00
A/R - EPC Treasurer	34.40
Total Other Current Assets	894.40
Total Current Assets	3,074.21
TOTAL ASSETS	3,074.21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,285.31
Total Accounts Payable	26,285.31
Total Current Liabilities	26,285.31
Long Term Liabilities	
Developer Advance - Randle Case	36,000.00
Marksheffel-Woodmen Investments	70,850.00
Total Long Term Liabilities	106,850.00
Total Liabilities	133,135.31
Equity	
Retained Earnings	-85,184.30
Net Income	-44,876.80
Total Equity	-130,061.10
TOTAL LIABILITIES & EQUITY	3,074.21

Bradley Heights Metropolitan District No. 1

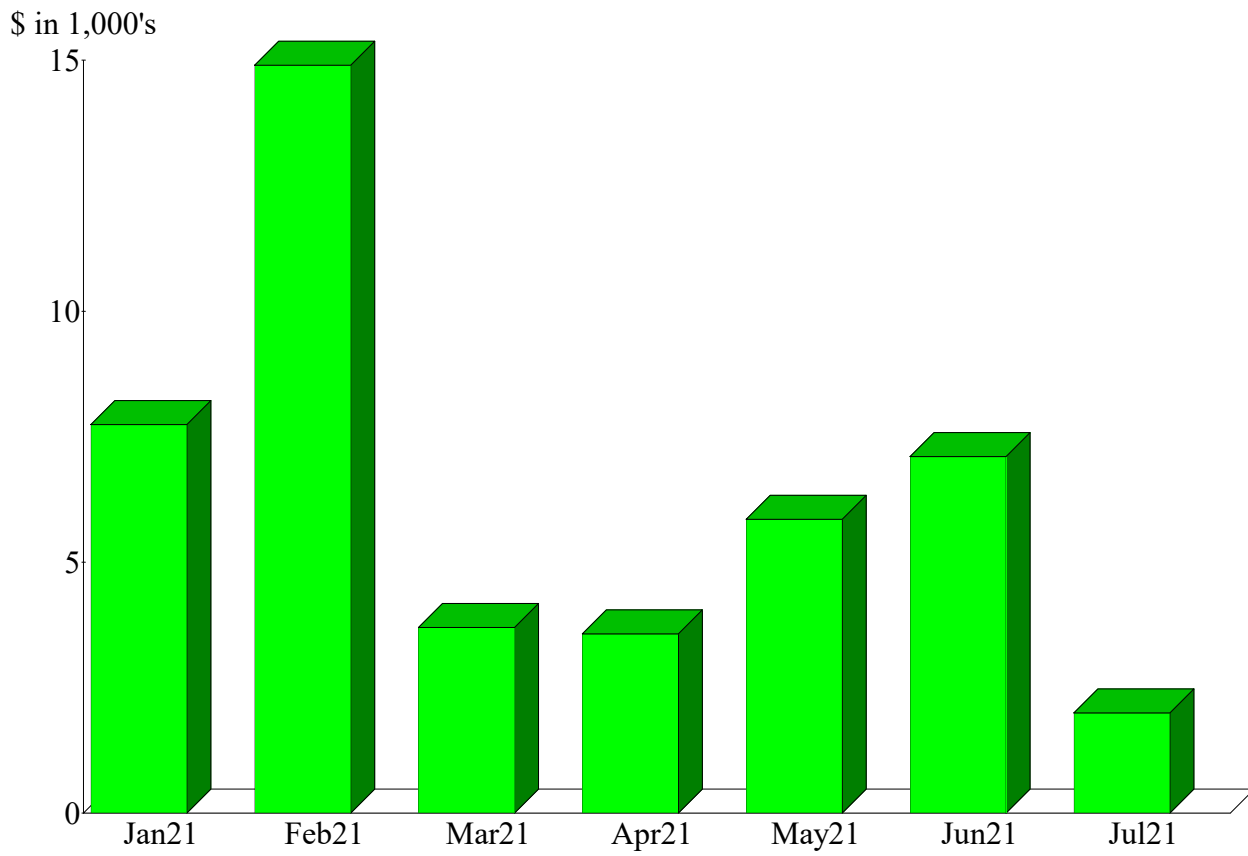
Profit & Loss Budget vs. Actual

January through July 2021

	TOTAL				
	Jul 21	Jan - Jul 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Developer Advance	0.00	0.00	25,000.00	-25,000.00	0.0%
Transfer From District 2-O&M	0.00	0.00	337.49	-337.49	0.0%
Transfer From District 3-O&M	0.00	0.00	161.84	-161.84	0.0%
Total Income	0.00	0.00	25,499.33	-25,499.33	0.0%
Expense					
Accounting	0.00	0.00	3,000.00	-3,000.00	0.0%
Bank Service Charge	0.00	32.00	100.00	-68.00	32.0%
Bonds					
Cost of Issuance	0.00	10,000.00			
Total Bonds	0.00	10,000.00			
Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Copies & Postage	0.00	72.00			
District Management	2,000.00	17,637.21	6,000.00	11,637.21	293.95%
Dues & Subscriptions (SDA)	0.00	1,237.50	350.00	887.50	353.57%
Insurance	0.00	2,382.00	2,500.00	-118.00	95.28%
Legal	0.00	13,516.09	10,000.00	3,516.09	135.16%
Total Expense	2,000.00	44,876.80	26,950.00	17,926.80	166.52%
Net Ordinary Income	-2,000.00	-44,876.80	-1,450.67	-43,426.13	3,093.52%
Net Income	-2,000.00	-44,876.80	-1,450.67	-43,426.13	3,093.52%

Income and Expense by Month
January through July 2021

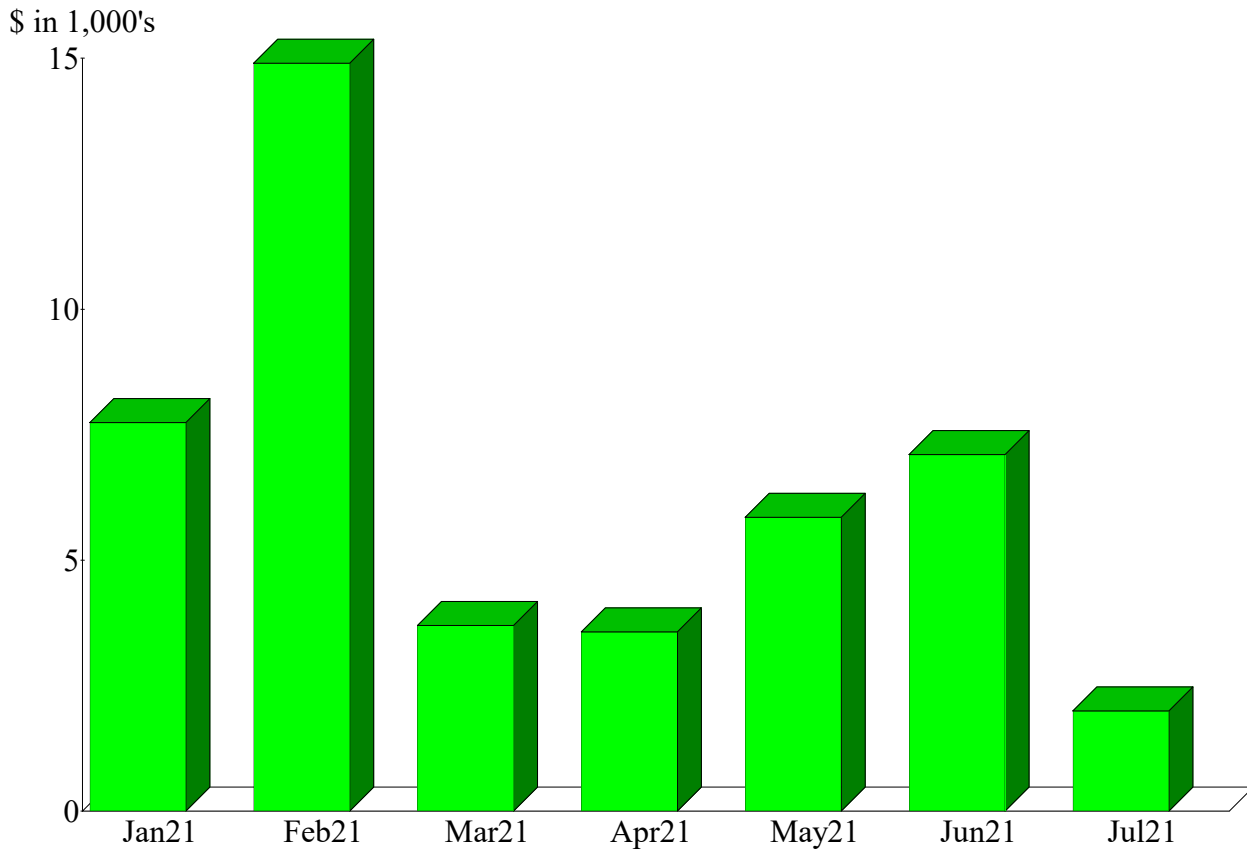
Expense



NO TRANSACTIONS MATCHING GRAPH

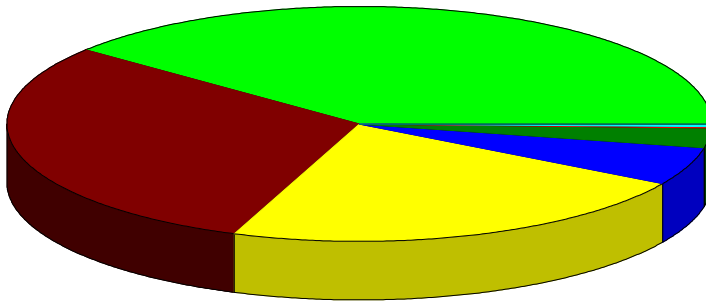
Income and Expense by Month January through July 2021

Expense



Expense Summary January through July 2021

District Management	39.30%
Legal	30.12
Bonds	22.28
Insurance	5.31
Dues & Subscriptions (SDA)	2.76
Copies & Postage	0.16
Bank Service Charge	0.07
Total	\$44,876.80



By Account

Bradley Heights Metropolitan District No. 2

Balance Sheet

As of July 31, 2021

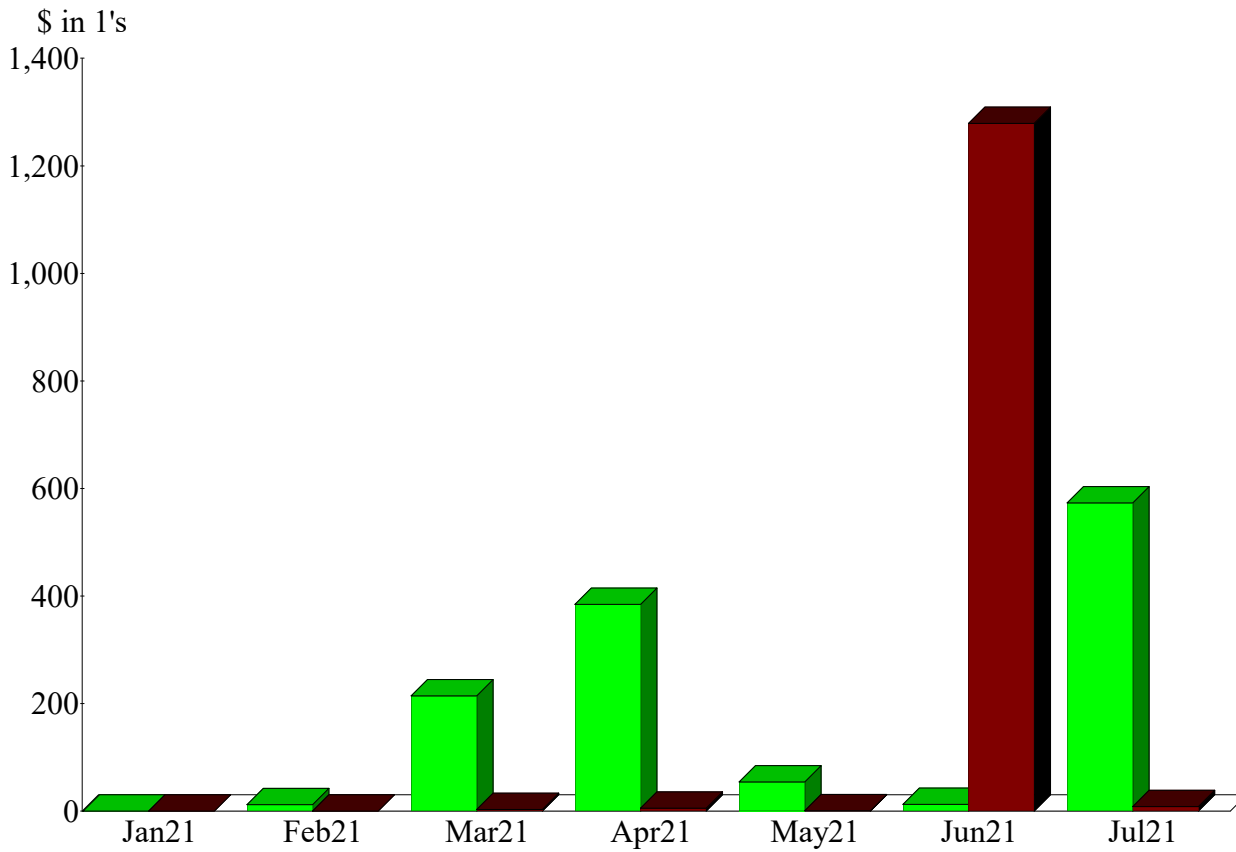
	Jul 31, 21
ASSETS	
Current Assets	
Checking/Savings	
ECB Checking	190.12
Total Checking/Savings	190.12
Other Current Assets	
Property Tax Receivable	102.00
Total Other Current Assets	102.00
Total Current Assets	292.12
TOTAL ASSETS	292.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to District 1	200.00
Deferred Property Tax Revenue	102.00
Total Other Current Liabilities	302.00
Total Current Liabilities	302.00
Total Liabilities	302.00
Equity	
Retained Earnings	35.51
Net Income	-45.39
Total Equity	-9.88
TOTAL LIABILITIES & EQUITY	292.12

Bradley Heights Metropolitan District No. 2
Profit & Loss Budget vs. Actual
January through July 2021

	TOTAL				
	<u>Jul 21</u>	<u>Jan - Jul 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense					
Income					
CY Property Tax - O&M	140.30	294.40	316.90	-22.50	92.9%
Specific Ownership Tax - O&M	2.96	18.40	22.39	-3.99	82.18%
CY Property Tax - Debt	420.90	883.20	959.70	-76.50	92.03%
Specifice Ownership Tax - Debt	8.89	55.27	67.18	-11.91	82.27%
Impact Fees	0.00	0.00	100.00	-100.00	0.0%
Total Income	573.05	1,251.27	1,466.17	-214.90	85.34%
Expense					
Insurance	0.00	1,279.00			
Contingency	0.00	0.00	100.00	-100.00	0.0%
Treasurer Collection Fee - O&M	2.11	4.42	4.80	-0.38	92.08%
Treasurer Collection Fee - Debt	6.31	13.24	14.40	-1.16	91.94%
Total Expense	8.42	1,296.66	119.20	1,177.46	1,087.8%
Net Ordinary Income	564.63	-45.39	1,346.97	-1,392.36	-3.37%
Other Income/Expense					
Other Expense					
Other Expense					
Transfer to Dist 1 - Gen Fund	0.00	0.00	0.00	0.00	0.0%
Transfer to Dist 1 - Debt Fund	0.00	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.00	0.0%
Net Income	564.63	-45.39	1,346.97	-1,392.36	-3.37%

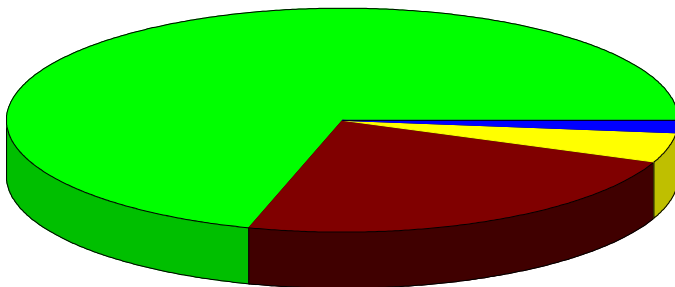
Income and Expense by Month January through July 2021

Income
Expense



Income Summary January through July 2021

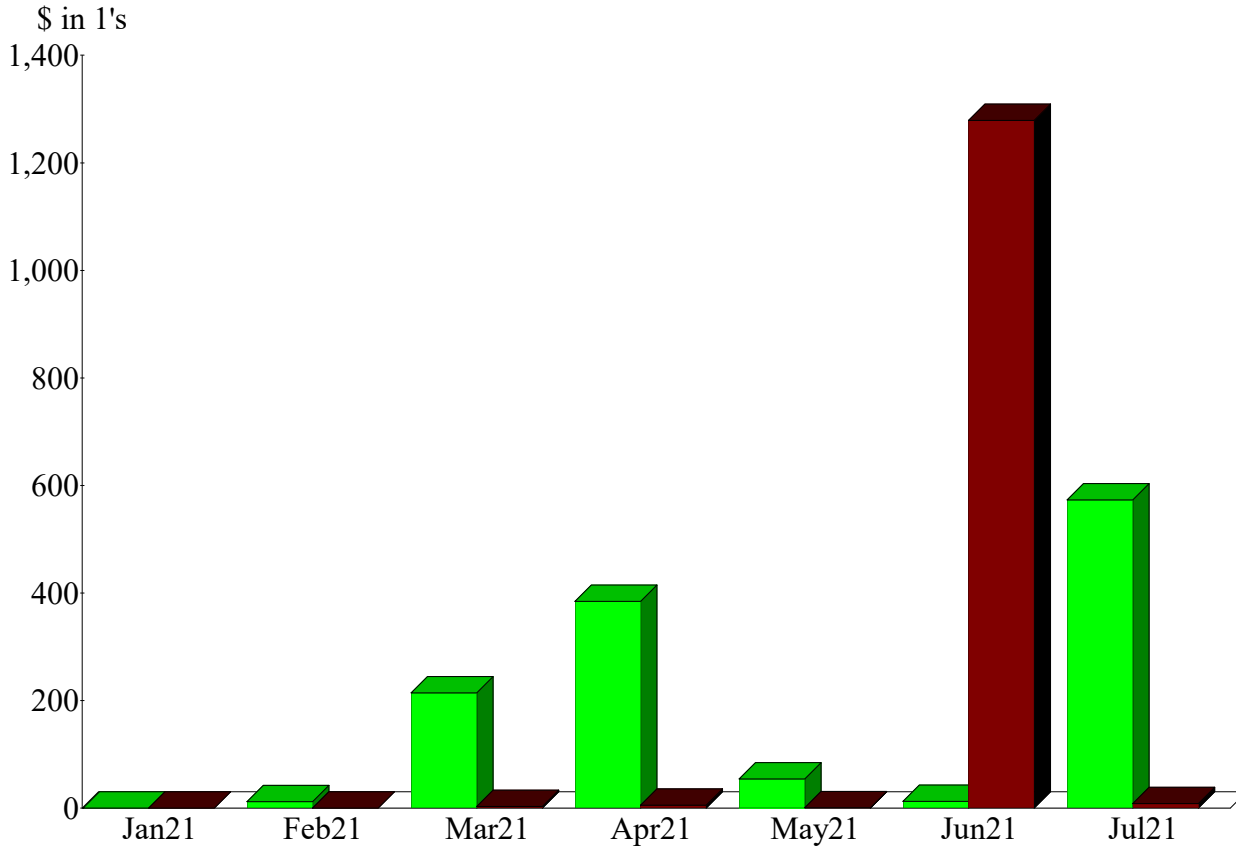
CY Property Tax - Debt	70.58%
CY Property Tax - O&M	23.53
Specifice Ownership Tax - Debt	4.42
Specific Ownership Tax - O&M	1.47
Total	\$1,251.27



By Account

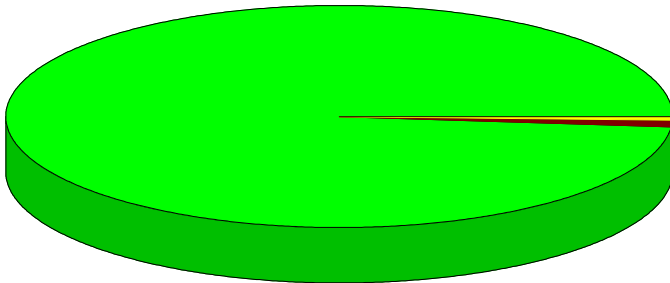
Income and Expense by Month January through July 2021

Income
Expense



Expense Summary January through July 2021

Insurance	98.64%
Treasurer Collection Fee - Debt	1.02
Treasurer Collection Fee - O&M	0.34
Total	\$1,296.66



By Account

Balance Sheet

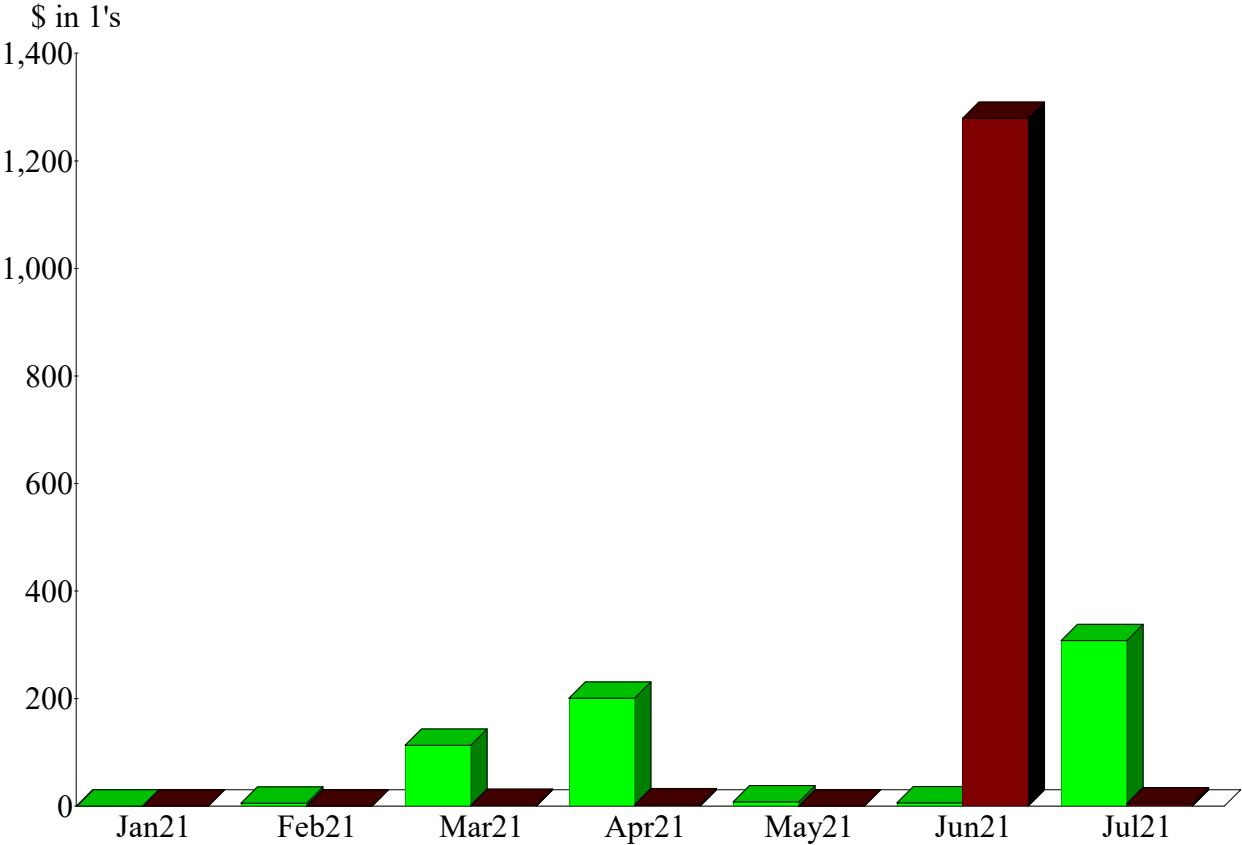
As of July 31, 2021

	Jul 31, 21
ASSETS	
Current Assets	
Checking/Savings	
ECB Checking	28.11
Total Checking/Savings	28.11
Other Current Assets	
Property Tax Receivable	7.60
Total Other Current Assets	7.60
Total Current Assets	35.71
TOTAL ASSETS	35.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due To District 1	660.00
Deferred Property Tax Revenue	7.60
Total Other Current Liabilities	667.60
Total Current Liabilities	667.60
Total Liabilities	667.60
Equity	
Retained Earnings	14.48
Net Income	-646.37
Total Equity	-631.89
TOTAL LIABILITIES & EQUITY	35.71

Bradley Heights Metropolitan District No. 3
Profit & Loss Budget vs. Actual
January through July 2021

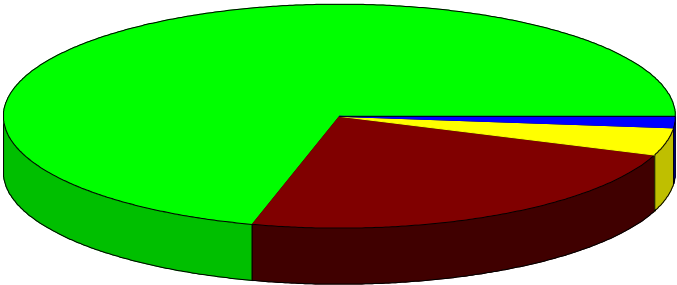
	TOTAL				
	Jul 21	Jan - Jul 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
CY Property Tax - O&M	75.50	151.60	153.40	-1.80	98.83%
Specific Ownership Tax - O&M	1.42	8.83	10.74	-1.91	82.22%
CY Property Tax - Debt	226.50	454.80	460.20	-5.40	98.83%
Specifice Ownership Tax - Debt	4.26	26.50	32.21	-5.71	82.27%
Impact Fees	0.00	0.00	100.00	-100.00	0.0%
Total Income	307.68	641.73	756.55	-114.82	84.82%
Expense					
Insurance	0.00	1,279.00			
Contingency	0.00	0.00	100.00	-100.00	0.0%
Treasurer Collection Fee - O&M	1.13	2.28	2.30	-0.02	99.13%
Treasurer Collection Fee - Debt	3.40	6.82	6.90	-0.08	98.84%
Total Expense	4.53	1,288.10	109.20	1,178.90	1,179.58%
Net Ordinary Income	303.15	-646.37	647.35	-1,293.72	-99.85%
Other Income/Expense					
Other Expense					
Other Expense					
Transfer to Dist 1 - Gen Fund	0.00	0.00	161.84	-161.84	0.0%
Transfer to Dist 1 - Debt Fund	0.00	0.00	485.51	-485.51	0.0%
Total Other Expense	0.00	0.00	647.35	-647.35	0.0%
Total Other Expense	0.00	0.00	647.35	-647.35	0.0%
Net Other Income	0.00	0.00	-647.35	647.35	0.0%
Net Income	303.15	-646.37	0.00	-646.37	100.0%

Income and Expense by Month January through July 2021



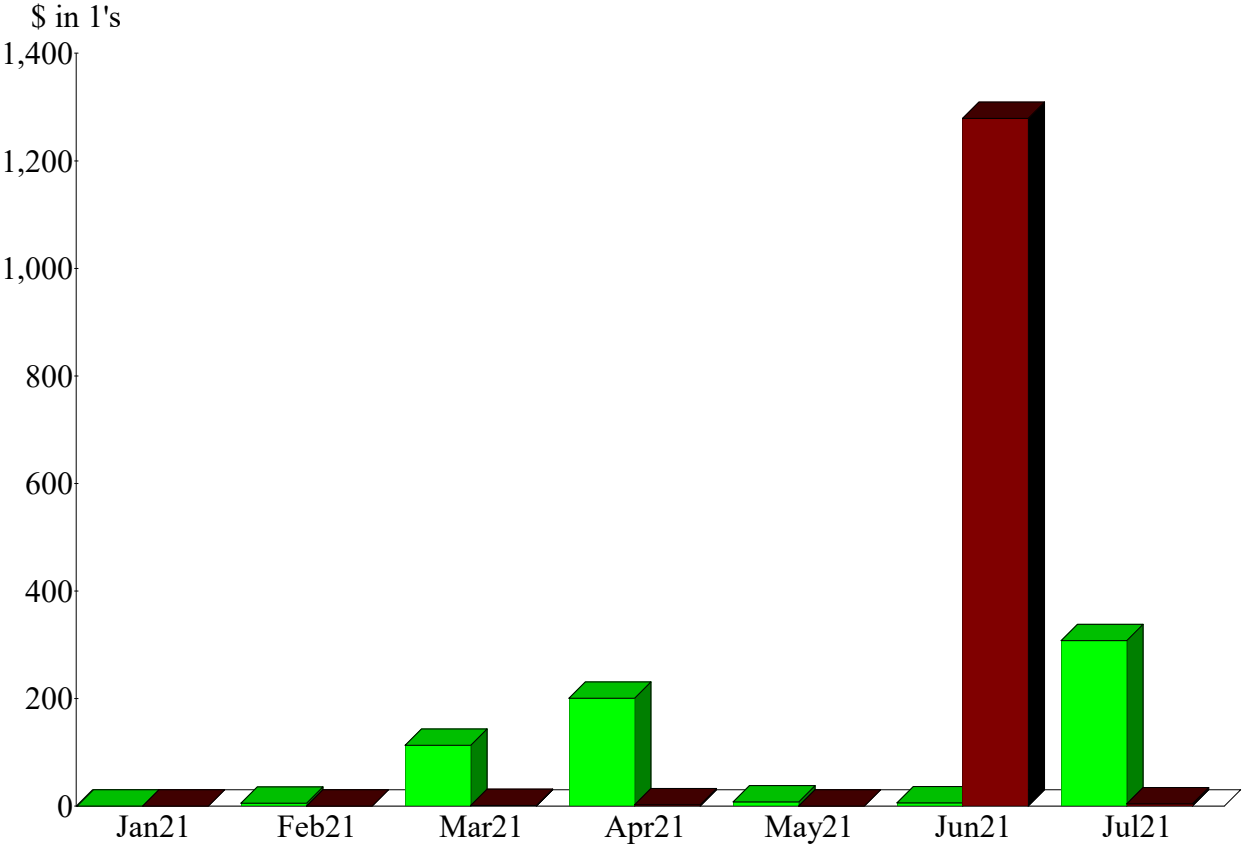
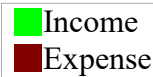
Income Summary January through July 2021

CY Property Tax - Debt	70.87%
CY Property Tax - O&M	23.62
Specifice Ownership Tax - Debt	4.13
Specific Ownership Tax - O&M	1.38
Total	\$641.73



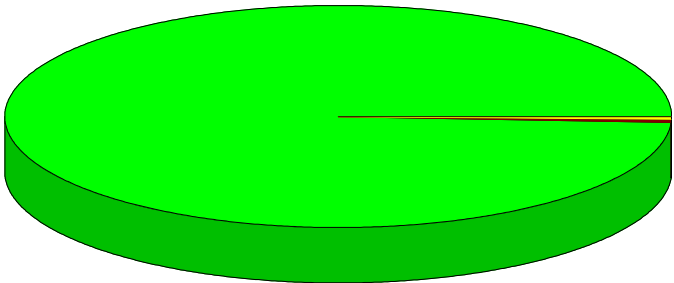
By Account

Income and Expense by Month
January through July 2021



Expense Summary
January through July 2021

Insurance	99.29%
Treasurer Collection Fee - Debt	0.53
Treasurer Collection Fee - O&M	0.18
Total	\$1,288.10



By Account

**JOINT RESOLUTION
OF THE BOARDS OF DIRECTORS OF THE
BRADLEY HEIGHTS METROPOLITAN DISTRICT NOS. 1-3**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARDS OF
DIRECTORS**

WHEREAS, the Bradley Heights Metropolitan District Nos.1-3 (each reference to a “**District**” herein shall mean a reference to each of the Districts individually and each reference to a “**Board**” herein shall mean a reference to each of the Boards individually) are a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions**. The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged. All actions taken by the Board in meetings on or after July 7, 2021, are hereby ratified by the Board.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: 119 N. Wahsatch Ave.
Colorado Springs, CO 80903

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 10th day of August, 2021.

BRADLEY HEIGHTS METROPOLITAN DISTRICT
NOS. 1-3

Officer of the Districts

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the Districts