

# FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT



GENERAL OBLIGATION LOAN, SERIES 2022 – TRUIST FINANCIAL CORP  
JEREMY A. YOUNG – FIRE CHIEF  
MIKE CUMMINS – FINANCE DIRECTOR

**CLOSING AGENDA AND  
LIST OF CLOSING DOCUMENTS**

**\$19,680,000  
Frederick-Firestone Fire Protection District  
(Weld County, Colorado)  
General Obligation Loan  
Series 2022**

Closing Time: 9:00 a.m., June 30, 2022

Place: Electronically, through the offices of Kline Alvarado Veio, P.C.  
1775 Sherman Street, Suite 1790  
Denver, CO 80203

1. Parameters Loan Resolution (with Lender's Term Sheet as an Exhibit thereto)
2. Final Terms Certificate
3. Specimen Note
4. Notice of Claim of Exemption under Colorado Municipal Bond Supervision Act (Form ME)
5. Omnibus Certificate
6. Tax Compliance Certificate
7. Form 8038-G, with evidence of filing
8. Lender Letter
9. Placement Agent Agreement
10. Placement Agent Certificate
11. Wire Transfer Agreement
12. Delivery Certificate and Cross Receipt
13. Opinion of Counsel to District
14. Opinion of Bond Counsel
15. Closing Memorandum
16. Form DLG-32



## **RESOLUTION**

**A RESOLUTION OF FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT AUTHORIZING THE INCURRENCE OF A GENERAL OBLIGATION LOAN, SERIES 2022 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$19,873,012 AND THE ISSUANCE OF PROMISSORY NOTE EVIDENCING SUCH LOAN; AUTHORIZING THE PROJECT; PROVIDING DETAILS CONCERNING THE LOAN AND FUNDS APPERTAINING THERETO; RATIFYING ACTS PREVIOUSLY TAKEN CONCERNING SAID LOAN; DELEGATING CERTAIN AUTHORITY TO THE SALE DELEGATE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING OTHER MATTERS RELATING THERETO.**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, WELD COUNTY, STATE OF COLORADO:**

Section 1. Definitions. The terms defined in this section shall have the designated meanings for all purposes of this Resolution and of any amendatory or supplemental resolution, except where the context by clear implication requires otherwise. Other terms are parenthetically defined elsewhere in this Resolution.

- A. “Act” means Article 1, Title 32, C.R.S.
- B. “Board” means the Board of Directors of the District.
- C. “Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Loan.
- D. “County” means Weld County, Colorado.
- E. “C.R.S.” means Colorado Revised Statutes, as amended and supplemented as of the date hereof or thereafter.
- F. “District” means the Frederick-Firestone Fire Protection District, a quasi-municipal corporation and political subdivision of the State, located in Weld County, Colorado.

G. “Election” means the election held by the District on Tuesday, May 3, 2022.

H. “Federal Securities” means any obligation issued by the United States, or unconditionally guaranteed by the United States, and for which the full faith and credit of the United States is pledged and which are not callable prior to their scheduled maturities by the issuer thereof.

I. “Final Terms Certificate” means the certificate executed by the Sale Delegate dated on or before the date of incurrence of the Loan, setting forth: (i) the rate of interest on the Loan; (ii) the interest payment dates for the Loan; (iii) the conditions on which and the prices at which the Loan may be called for redemption; (iv) the principal amount of the Loan; and (v) the amount or amounts of principal maturing on each date for the Loan; all subject to the parameters and restrictions contained in Section 5 of this Resolution.

J. “Loan” means the District’s Frederick-Firestone Fire Protection District, General Obligation Loan, Series 2022, as evidenced by a promissory note in the par amount of the Loan issued directly to the Lender, as authorized herein.

K. “Lender” means Truist Financial Corporation, Charlotte, North Carolina.

L. “Lender’s Term Sheet” means the proposal, dated June 2, 2022, from the Lender to the District to provide the Loan, in the form attached hereto as Exhibit B.

M. “Note” means the promissory note, dated its date of issuance, in the par amount of the Loan, issued to the Lender pursuant to the terms hereof and of the Final Terms Certificate.

N. “Note Fund” means the District’s “General Obligation Loan, Series 2022 Note Fund,” created hereby.

O. “Placement Agent” means Stifel, Nicolaus & Company, Incorporated, Denver, Colorado.

P. “Placement Agent Agreement” means the Loan Placement Agent Agreement between the District and the Placement Agent, to be executed by the President or the Sale Delegate.

Q. “Person” means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, or other entity.

R. “President” means the President of the Board of Directors of the District, or in his or her absence, the Vice-President of the Board of Directors of the District.

S. “Project” means the provision of any of the public improvements authorized by the electors at the Election.

T. “Record Date” means the close of business on the fifteenth day of the calendar month immediately preceding an interest payment date.

U. “Redemption Date” means the date fixed for the redemption prior to their maturity of the Loan in any notice of redemption.

V. “Sale Delegate” means any member of the Board or the Fire Chief.

W. “State” means the State of Colorado.

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

Section 2. Recitals.

A. The District is a quasi-municipal corporation and political subdivision of the State, duly organized and existing under the Constitution and laws of the State pursuant to the Act; and

B. At the Election, the Board was authorized to issue general obligation indebtedness pursuant to the following question:

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT BALLOT ISSUE 1A:

SHALL FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT DEBT BE INCREASED \$19,873,012 WITH A REPAYMENT COST OF \$27,975,000 AND SHALL FREDERICK-FIRESTONE TAXES BE INCREASED \$1,398,000 ANNUALLY OR BY SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF THE FOREGOING DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO BE IN ANY FORM DETERMINED BY THE DISTRICT AND ISSUED OR INCURRED FOR THE FOLLOWING PURPOSES:

- ACQUIRING, CONSTRUCTING, AND EQUIPPING TWO (2) NEW FIRE STATIONS – ONE (1) IN THE TOWN OF FREDERICK AND ONE (1) IN THE TOWN OF FIRESTONE TO MEET GROWING EMERGENCY SERVICE NEEDS FOR FIRE SUPPRESSION AND PROTECTION, TECHNICAL RESCUE, HAZARDOUS MATERIALS, AND AMBULANCE SERVICES TO KEEP RESPONSE TIMES LOW AND IMPROVE THE QUALITY OF LIFE FOR ALL CITIZENS;
- ACQUIRING FIRE TRUCKS, AMBULANCES, AND GENERAL EMERGENCY SERVICES EQUIPMENT REQUIRED FOR FIRE SUPPRESSION, EMERGENCY MEDICAL SERVICES, TECHNICAL RESCUE, AND HAZARDOUS MATERIAL EMERGENCIES; AND
- RENOVATING, REMODELING, AND ENHANCING OLDER FIRE STATIONS AND ADMINISTRATIVE FACILITIES WITHIN THE DISTRICT TO MEET THE SERVICE NEEDS OF FIREFIGHTERS, PARAMEDICS AND COMMUNITY INFRASTRUCTURE

SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.5% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND PERIODICALLY AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL TAX INCREASE SET FORTH ABOVE OR BY SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2022 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301 OF THE COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

C. The returns of the Election were duly canvassed and the result thereof duly declared.

D. The result of the Election was certified by the District by certified mail to the Board of County Commissioners of the County pursuant to Section 1-13.5-1305, C.R.S., and with the division of securities created by Section 11-51-701, C.R.S. within forty-five days after the election.

E. The Board has determined, and does hereby determine, that it is necessary and in the best interests of the District and its residents that the Loan from the Lender now be authorized to be incurred to pay the costs of the Project.

F. The creation of the indebtedness authorized herein will not cause the District to exceed the maximum general obligation indebtedness authorized by State law.

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the District directed toward the Project and the incurrence of the Loan for those purposes be, and the same hereby are, ratified, approved, and confirmed.

Section 4. Authorization; Delegation.

A. In accordance with the Constitution and laws of the State, including the Act, and the provisions of this Resolution, and for the purpose of defraying the cost of the Project, the District hereby authorizes to be incurred, its “Frederick-Firestone Fire Protection District General Obligation Loan, Series 2022,” in the principal amount and subject to the terms approved by the Sale Delegate in the Final Terms Certificate, and in connection therewith, the issuance of the Note to the Lender, all subject to the parameters and restrictions contained in this Resolution.

B. Section 11-57-204 of the Supplemental Act provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the Supplemental Act to the Loan.

Section 5. Loan Details. The Loan shall mature, bear interest from its dated date to maturity, and be placed to the Lender, as provided in the Final Terms Certificate; provided that: (i) the redemption price on the Loan shall not exceed 100%; (ii) the final maturity of the Loan shall not be later than forty years from the date of issuance; (iii) the net effective interest rate on the Loan shall not exceed 3.5%; and (iv) the aggregate principal amount of the Loan shall not exceed \$19,873,012. Interest on the Loan shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Final Terms Certificate.

Section 6. Prior Redemption. The Loan shall be subject to redemption prior to its maturity, at the option of the District and as provided for in the Final Terms Certificate, in whole, from any legally available funds, without a redemption premium, subject to the parameters and restrictions of this Resolution.

Section 7. Execution and Authentication. The Note shall be executed in the name of and on behalf of the District and signed by the manual or facsimile signature of the President, sealed with a manual or facsimile impression of the seal of the District and attested by the manual or facsimile signature of the Secretary. The Note bearing the manual or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligation of the District notwithstanding that before the delivery of the Note, or before the issuance of the Note upon transfer or exchange, any or all of the persons whose facsimile signatures appear on the Note shall have ceased to fill their respective offices. The President and Secretary may, by the execution of a signature certificate pertaining to the Note, adopt as and for their respective signatures the facsimiles thereof appearing on the Note. At the time of the execution of the signature certificate, the President and Secretary may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Note. The form of the Note shall be included in the Final Terms Certificate.

Section 8. Negotiability. The Note hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the Lender shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Investment Securities. The Note shall constitute a general obligation of the District and the full faith and credit of the District shall be, and hereby is, pledged to the payment thereof.

Section 9. Disposition of Loan Proceeds. The net proceeds of the Loan shall be applied to defray the cost of the Project and the costs of issuance of the Loan.

Section 10. Payment of Principal and Interest -- Tax Levy. The interest and principal, if any, falling due on the Note prior to the time when sufficient proceeds of a levy therefor are available shall be paid out of the general revenues of the District or other moneys available therefor. For the purpose of reimbursing any such general revenues so used for principal and interest and to meet the principal and interest payments accruing thereafter, as the same shall become due, there shall be levied by the Board of the District, on all taxable property in the District, in addition to all other taxes, direct annual taxes unlimited as to rate and in an amount sufficient to pay principal and interest on the Note when due, promptly as the same respectively become due. The taxes when collected shall be deposited in the Note Fund to be applied solely for the purpose of the payment of interest and principal on the Note, and for no other purpose whatever, until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied, and discharged; the District may apply any other funds that may be in the treasury of the District and available for that purpose to the payment of interest or principal as the same respectively become due, and to that extent the levy or levies herein provided for may thereupon be diminished. The levies may also be diminished to the extent that funds are not needed as a result of prior redemption in accordance with the terms of this Resolution. The foregoing provisions of this Resolution are hereby declared to be the certificate of the Board to the Board of County Commissioners of the County, showing the aggregate amount of taxes to be levied by the Board of the District from time to time, as required by law, for the purpose of paying the principal of the indebtedness and the interest thereon as the same shall hereafter accrue.

Said direct annual taxes levied to pay said principal and interest shall be in addition to any and all other taxes levied to effect the purposes of the County or the District. No statutory or constitutional provision enacted after the issuance of the Loan shall in any manner be construed as limiting or impairing the obligation of the District to levy ad valorem taxes on property within the District, without limitation of rate and in an amount sufficient to pay the principal of and interest on the Note when due. Any changes in the boundaries of the District subsequent to the delivery of the Note shall be effected in such a manner as to fully preserve and protect the rights of the Lender.

It shall be the duty of the Board annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of taxes; and the Board shall require the officers of the District to levy, extend and collect such taxes on property within the District, in the manner provided by law for the purpose of creating a fund for the payment of the principal of the Note and the interest accruing thereon. Such taxes, when collected, shall be kept for and applied only to the payment of the interest and principal of the Note as hereinbefore specified.



Section 11. Covenants with Lender.

A. The District covenants for the benefit of the Lender that it will not take any action or omit to take any action with respect to Loan, the proceeds thereof, any other funds of the District, or any facilities financed or refinanced with the proceeds of the Loan if such action or omission (i) would cause the interest on the Loan to lose its exclusion from gross income for federal income tax purposes under the Code, (ii) would cause interest on the Loan 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 the Loan to lose its exclusion from State taxable income or State alternative minimum taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Loan until the date on which all obligations of the District in fulfilling the above covenant under the Code and State law have been met.

B. The District also covenants for the benefit of the Lender that, from time to time, it will annually prepare or cause to be prepared a budget and an audit report, will annually file or cause to be filed with the appropriate State agency a copy of the adopted budget, the appropriation resolution and audit report all in accordance with State law.

C. The District covenants that it will not take any action or fail to take any action which action or failure to act would release any property which is subject to the levy of taxes for the Loan at any time from liability for the payment of direct annual taxes levied by the District for the payment of the principal or interest on the Loan or Note.

Section 12. Investment of Funds. Any moneys in any fund or account established by this Resolution may be deposited, invested or reinvested in any manner permitted by law. Such deposits or investments shall either be subject to redemption at any time at face value by the District at the option of the District, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund in question.

Section 13. Defeasance. When the principal and interest due in connection with the Loan and Note have been duly paid, all obligations hereunder with respect to the Loan and Note shall be discharged, the Loan and Note shall no longer be deemed to be outstanding for any purpose of this Resolution.

Section 14. Direction to Take Authorizing Action. The President, Secretary and officers of the District are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution including without limiting the generality of the foregoing, the execution of such certificates as may reasonably be required by the Lender, including without limitation certificates relating to the execution of the Note, the tenure and identity of the District officials, the assessed valuation and indebtedness of the District, the rate of taxes levied against taxable property within the District, the expectations of the District with respect to the investment of the proceeds of the Loan, the receipt of the purchase price and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity of the Loan or Note, and the absence and existence of factors affecting the exclusion of interest on the Loan from gross income for federal income tax purposes.

The Sale Delegate is hereby authorized to execute and deliver the Final Terms Certificate and to determine and approve the final determinations contained therein for the Loan subject to the parameters and restrictions of this Resolution.

Section 15. Acceptance of Lender's Term Sheet; Contract with Lender .

A. The District hereby accepts the Lender's Term Sheet in the form attached hereto as Exhibit B, with the final terms of the Loan and the Note to be as set forth in the Final Terms Certificate.

B. After the Note has been issued, this Resolution shall constitute a contract between the District and the Lender, and shall be and remain irrevocable and, except as provided in this section, unalterable until the Loan and the Note, and the interest accruing thereon, shall have been fully paid, satisfied, and discharged.

C. The District may adopt one or more resolutions amendatory or supplemental hereto, which amendatory or supplemental resolutions shall thereafter form a part hereof, for any one or more of the following purposes:

(1) To cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Resolution, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Resolution, or to make any provisions for any other purpose if, in each case, such provisions are necessary or desirable and do not materially adversely affect the interests of the Lender;

(2) To pledge additional revenues, properties or collateral as security for the Loan;

(3) To qualify this Resolution under the Trust Indenture Act of 1939.

D. Except for amendatory or supplemental resolutions adopted pursuant to paragraph C hereof, the Lender shall have the right, from time to time, to consent to and approve the adoption by the District of such resolutions amendatory or supplemental hereto as shall be deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to, or rescinding, any of the terms or provisions contained in this Resolution; provided however, that without the consent of the Lender, nothing herein contained shall permit, or be construed as permitting:

(1) a change in the terms of the maturity of the Loan, in the principal amount of the Loan or the rate of interest thereon, or in the terms of prior redemption of the Loan;

(2) an impairment of the right of the Lender to institute any suit available at law or in equity for the enforcement of any payment of the principal of or interest on the Loan when due;

(3) a privilege or priority of the Loan or any interest payment over any other Loan or interest payment; or

(4) a reduction in the percentage in principal amount of the Loan.

Section 16. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Loan and Note as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The revenues pledged for the payment of the Loan and Note, as received by or otherwise credited to the District, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Loan and Note and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the District. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

Section 17. Approval and Acceptance of Placement Agent Agreement. The Board hereby approves and accepts the Placement Agent Agreement as submitted by the Placement Agent.

Section 18. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Loan or Note. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise.

Section 19. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Note shall contain a recital that it is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Note after its delivery for value.

Section 20. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 21. Repealer. All acts, orders, and resolutions and parts thereof, in conflict with this Resolution be, and the same hereby are, rescinded.

PASSED, ADOPTED, AND APPROVED this June 13, 2022.

(SEAL)



Edward G. Weimer – President

Attest:

Kathryn Maselbas - Secretary

STATE OF COLORADO )  
 COUNTY OF WELD )  
 ) SS.  
 )  
 FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT )

I, the Secretary of Frederick-Firestone Fire Protection District (the "District"), in the County of Weld and State of Colorado, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board at a regular meeting of the Board held on June 13, 2022.

2. The Resolution was duly moved and seconded, and the Resolution was adopted at the meeting on June 13, 2022, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Edward G. Weimer	X			
Jeffrey Jurgena	X			
Kathryn Maselbas	X			
Christopher Vigil	X			
David W. Stout	X			

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

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

5. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on June 13, 2022, which notice was posted on the District's website at least 24 hours prior to the meeting in accordance with law.

6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District, this June 13, 2022.

(SEAL)



*Kathryn Maselbas*  
 Kathryn Maselbas - Secretary

**FREDERICK-FIRESTONE  
FIRE PROTECTION  
DISTRICT**  
*Leading Together,  
By Serving Together*



**BOARD OF DIRECTORS**  
Office: 303.833.2742  
Fax: 303.833.3736  
WWW.FFFD.US

EXHIBIT A

**NOTICE OF BOARD MEETING  
FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS – REGULAR MEETING  
MONDAY, JUNE 13, 2022, 7:00 P.M.**

NOTICE IS HEREBY GIVEN that a regular meeting of the Board of Directors of the Frederick-Firestone Fire Protection District will be held at 7:00 p.m. on Monday, June 13, 2022, at the District's Administration Building located at 8426 Kosmerl Place, Frederick, Colorado, (303) 833-2742. Except for any Executive Session, the meeting is open to the public.

**PLEASE TAKE FURTHER NOTICE that at the June 13 meeting the Board intends to make a final determination to issue general obligation indebtedness in an amount not to exceed \$19,873,012.**

Dated this 10<sup>th</sup> day of June 2022.

BY ORDER OF THE BOARD OF DIRECTORS OF THE  
FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

By: /s/ Edward Weimer  
President/Chairman of the Board of Directors

**AGENDA**

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Amendments to the Agenda / Approval
4. Public Comment
5. Presentations
6. Staff and Board Reports
7. Consent Agenda
8. Old Business
9. New Business
10. Executive Session

## 11. Adjournment

- \* *Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*
- \* *Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District (303-833-2742) of their specific need(s) before the meeting.*

**EXHIBIT B**

(Attach the Lender's Term Sheet)



Resolution 2022-04 - Exhibit B



Truist Financial Corporation

Governmental Finance

2320 Cascade Pointe Blvd. Suite 600  
Charlotte, North Carolina 28208  
Phone (704) 954-1700  
Fax (704) 954-1799

June 2, 2022

To: FREDERICK FIRESTONE FIRE PROTECTION DISTRICT, COLORADO

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the FREDERICK FIRESTONE FIRE PROTECTION DISTRICT, CO ("Borrower").

**PROJECT:** General Obligation Loan, Series 2022

**AMOUNT:** \$19,680,000

**MATURITY DATE:** (a) December 1, 2039  
(b) December 1, 2040  
(c) December 1, 2041

**INTEREST RATE:** (a) 2.95%  
(b) 3.03%  
(c) 3.10%

**TAX STATUS:** Tax-Exempt Non-Bank Qualified

**PAYMENTS:** Interest: Semi-Annual  
Principal: Semi-Annual

**INTEREST RATE CALCULATION:** 30/360

**SECURITY:** General Obligation – full faith and credit pledge

**PREPAYMENT TERMS:** Beginning halfway through the term, prepayable in whole on any payment date without penalty

**RATE EXPIRATION:** July 12, 2022

**LEGAL REVIEW FEE:** \$12,500

**FUNDING:** The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks.

**DOCUMENTATION:** It shall be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to Federal and State statutes. Documents shall include provisions that will outline appropriate changes

to be implemented in the event that this transaction is determined to be taxable or in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender.

Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing. Lender and its counsel reserve the right to review and approve all documentation before closing. Lender will not be required to present the bond for payment.

**REPORTING**

**REQUIREMENTS:**

Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing or in accordance with state requirements.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow more than \$10,000,000 in the current calendar year and that the financing will be non-bank qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is taxable financing.

We appreciate the opportunity to offer this financing proposal. Please call me at 803-606-3200 with your questions and comments. We look forward to hearing from you.

Sincerely,

*Truist Bank*

A handwritten signature in black ink, appearing to read "William B. DaSilva", written in a cursive style.

William B. DaSilva  
Director

## FINAL TERMS CERTIFICATE

THE UNDERSIGNED, being the President of Frederick-Firestone Fire Protection District, Weld County, Colorado (the "District") HEREBY CERTIFIES as of this June 30, 2022:

1. **General Matters.** Pursuant to the resolution of the Board of Directors of the District (the "Board") adopted June 13, 2022 (the "Resolution"), the undersigned is authorized, prior to the closing date of the District's General Obligation Loan, Series 2022 (the "Loan"), to certify the final principal amount, interest rates and other terms of the Loan. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution. This Final Terms Certificate (the "Certificate") is delivered pursuant to the Resolution and shall be construed as a part of the Resolution.

2. **Principal Amount.** The aggregate principal amount of the Loan shall be \$19,680,000.

3. **Dated Date.** The Loan shall be dated June 30, 2022.

4. **Maturity Date & Mandatory Sinking Fund Redemptions.** The Loan shall mature on December 1, 2041 (the "Maturity Date"), subject to mandatory sinking fund redemption in the amounts set forth in Exhibit A to this Certificate. Presentation of the Note (defined below) shall not be a condition precedent to the making of any mandatory sinking fund payment prior to: (i) the Maturity Date; or (ii) the final payment on the Loan, if made pursuant to the optional prepayment provisions set forth in Section 6 below

5. **Provisions Regarding Interest.** The interest payment dates for the Loan shall be June 1 and December 1 during the years and in the amounts provided in Exhibit A to this Certificate. The Loan shall bear interest at the rate of 3.10% per annum (calculated based on a 360-day year of twelve 30-day months); provided, however, that in the event of a Determination of Taxability the Loan shall bear interest at the Taxable Adjusted Rate, each defined as follows:

"Determination of Taxability" shall mean, and shall occur when, (i) the District is notified that bond counsel is unable to deliver an opinion that interest on the Loan is excludable from gross income for federal income tax purposes due to any action or inaction by the District or (ii) the Internal Revenue Service shall issue a public or private ruling, technical advice memorandum or any other written communication to the effect that interest on the Loan is not excludable from gross income for federal income tax purposes due to any action or inaction by the District.

"Taxable Adjusted Rate" means a fixed rate of interest equal to 3.91% of the outstanding principal balance on the Loan; provided, however, that the net effective interest rate on the Loan shall not exceed the Maximum Rate.

"Maximum Rate" is the maximum net effective interest rate permitted pursuant to the Election (as defined in the Resolution); i.e., 3.5% per annum.

6. **Excess Interest.** In the event that the rate of interest due on the Loan shall exceed the Maximum Rate for any period for which interest is payable (as a result of a Determination of Taxability), then (i) interest at the Maximum Rate shall be due and payable with respect to such

interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the “*Excess Interest Amount*”), shall be deferred until such date as the rate of interest calculated in accordance with the terms of the Loan ceases to exceed the Maximum Rate, at which time the District shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest on the Loan, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Lender, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts on the Loan until all deferred Excess Interest Amount is fully paid to the Lender. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loan remains unpaid, the District shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount. Such amount may be made payable on the first business day of the calendar year following the maturity date of the Loan if necessary to comply with any maximum annual repayment cost limitations set forth in the Election; provided, however, any such fee payable to the Lender representing accrued and unpaid Excess Interest Amount shall not cause the maximum net effective interest rate on the Loan to exceed the Maximum Rate.

7. **Prepayment.** The Loan shall be subject to prepayment prior to its maturity, at the option of the District on June 1, 2032, and on any payment date thereafter, in whole, from any legally available funds, without a prepayment premium.

8. **Form of Note.** The Loan shall be evidenced by a promissory note in the aggregate principal amount of the Loan (the “Note”) in substantially the form attached hereto as Exhibit B, issued directly to Truist Bank (the “Lender”), a North Carolina banking corporation, upon the terms provided herein and on the basis of the Lender’s representations in its letter dated June 30, 2022, addressed to the District (the “Lender Letter”).

9. **No Rating.** The District has not obtained a rating for the Note from any rating agency. There has not been a CUSIP number obtained for the Note, and the Note has not been registered with The Depository Trust Company or any other securities depository.

10. **Wire Transfer Agreement.** The District shall enter into a Wire Transfer Agreement with the Lender, dated as of the date hereof.

11. **Audited Financial Statements.** The District shall provide to the Lender, its annual audited financial statements, within 270 days of each fiscal year end.


12. **References to the Lender.** References to Truist Financial Corporation in the Resolution shall mean Truist Bank, a North Carolina Banking Corporation.

13. **Responsible District Officer for Post-Issuance Tax Compliance.** The District’s Finance Director, shall be the officer of the District responsible for the post-issuance compliance duties imposed by the Tax Compliance Certificate.

[Remainder of Page Intentionally Left Blank]

DATED as of the date first written above.

FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT

By:   
Edward G. Weimer, President

## EXHIBIT A

### FINAL PAYMENT SCHEDULE

#### LOAN DEBT SERVICE

Frederick-Firestone Fire Protection District  
General Obligation Loan, Series 2022  
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023	270,000	3.100%	560,934.67	830,934.67	
12/01/2023	265,000	3.100%	300,855.00	565,855.00	1,396,789.67
06/01/2024	410,000	3.100%	296,747.50	706,747.50	
12/01/2024	400,000	3.100%	290,392.50	690,392.50	1,397,140.00
06/01/2025	420,000	3.100%	284,192.50	704,192.50	
12/01/2025	415,000	3.100%	277,682.50	692,682.50	1,396,875.00
06/01/2026	430,000	3.100%	271,250.00	701,250.00	
12/01/2026	430,000	3.100%	264,585.00	694,585.00	1,395,835.00
06/01/2027	445,000	3.100%	257,920.00	702,920.00	
12/01/2027	440,000	3.100%	251,022.50	691,022.50	1,393,942.50
06/01/2028	460,000	3.100%	244,202.50	704,202.50	
12/01/2028	455,000	3.100%	237,072.50	692,072.50	1,396,275.00
06/01/2029	475,000	3.100%	230,020.00	705,020.00	
12/01/2029	470,000	3.100%	222,657.50	692,657.50	1,397,677.50
06/01/2030	485,000	3.100%	215,372.50	700,372.50	
12/01/2030	485,000	3.100%	207,855.00	692,855.00	1,393,227.50
06/01/2031	505,000	3.100%	200,337.50	705,337.50	
12/01/2031	500,000	3.100%	192,510.00	692,510.00	1,397,847.50
06/01/2032	520,000	3.100%	184,760.00	704,760.00	
12/01/2032	515,000	3.100%	176,700.00	691,700.00	1,396,460.00
06/01/2033	535,000	3.100%	168,717.50	703,717.50	
12/01/2033	530,000	3.100%	160,425.00	690,425.00	1,394,142.50
06/01/2034	550,000	3.100%	152,210.00	702,210.00	
12/01/2034	550,000	3.100%	143,685.00	693,685.00	1,395,895.00
06/01/2035	570,000	3.100%	135,160.00	705,160.00	
12/01/2035	565,000	3.100%	126,325.00	691,325.00	1,396,485.00
06/01/2036	585,000	3.100%	117,567.50	702,567.50	
12/01/2036	585,000	3.100%	108,500.00	693,500.00	1,396,067.50
06/01/2037	605,000	3.100%	99,432.50	704,432.50	
12/01/2037	600,000	3.100%	90,055.00	690,055.00	1,394,487.50
06/01/2038	625,000	3.100%	80,755.00	705,755.00	
12/01/2038	620,000	3.100%	71,067.50	691,067.50	1,396,822.50
06/01/2039	640,000	3.100%	61,457.50	701,457.50	
12/01/2039	640,000	3.100%	51,537.50	691,537.50	1,392,995.00
06/01/2040	660,000	3.100%	41,617.50	701,617.50	
12/01/2040	660,000	3.100%	31,387.50	691,387.50	1,393,005.00
06/01/2041	685,000	3.100%	21,157.50	706,157.50	
12/01/2041	680,000	3.100%	10,540.00	690,540.00	1,396,697.50
	19,680,000		6,838,667.17	26,518,667.17	26,518,667.17

**EXHIBIT B**

[FORM OF NOTE]

UNITED STATES OF AMERICA  
STATE OF COLORADO

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT  
WELD COUNTY, COLORADO

PROMISSORY NOTE  
SERIES 2022

IN THE PRINCIPAL AMOUNT OF \$19,680,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>	<u>CUSIP</u>
3.10%	December 1, 2041	June 30, 2022	N/A

PRINCIPAL SUM:   \*\*NINETEEN MILLION SIX HUNDRED EIGHTY THOUSAND  
DOLLARS AND NO CENTS\*\*

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, Weld County, Colorado (the “District”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “State”), duly organized and existing under the Constitution and laws of the State pursuant to Article 1, Title 32, Colorado Revised Statutes, as amended (“C.R.S.”) (the “Act”), for value received, hereby acknowledges itself indebted and promises to pay to the order of TRUIST BANK, a North Carolina banking corporation, and its successors and assigns (hereinafter referred to as “Lender”), at the office of Lender stated herein, or its agent, designee, or assignee at such place as Lender or its agent, designee, or assignee may from time to time designate in writing, the principal sum stated above, on the Maturity Date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on June 1 and December 1 of each year, commencing June 1, 2023; provided, however, that in the event of a Determination of Taxability, the interest rate shall be the Taxable Adjusted Rate. Capitalized terms used but not defined in this Note shall have the meanings ascribed to them in the resolution of the Board of Directors of the District adopted on June 13, 2022 (the “Resolution”) authorizing the District’s General Obligation Loan, Series 2022 (the “Loan”) and this Note, as supplemented by the Final Terms Certificate (the “Final Terms Certificate”).

The principal of and interest on this Note is payable to the Lender hereof at Truist Bank, Attn: Governmental Finance, 2320 Cascade Pointe Boulevard, Suite 600, Charlotte, NC 28208. Interest on this Note is payable by ACH or wire transfer or check or draft of the District made by the close of business on the fifteenth day of the calendar month immediately preceding an interest payment date. Any payment of principal of or interest on this Note that is due on a day that is not a business day shall be made on the next succeeding day that is a business day with the same effect as if made on the day on which it was originally scheduled to be made. All payments of principal

of and interest on this Note shall be made in lawful money of the United States of America. This Note evidences the Loan made by the Lender to the District for the purpose of providing funds for the Project described in the Resolution. **This Note has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including, in particular, the Act and Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”); and pursuant to the Resolution and the Final Terms Certificate. Pursuant to the Act and the Supplemental Act, this Note shall be incontestable for any reason following its delivery for value by the District.** THE RESOLUTION AND THE FINAL TERMS CERTIFICATE CONSTITUTE THE CONTRACT BETWEEN THE LENDER AND THE DISTRICT. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE RESOLUTION AND THE FINAL TERMS CERTIFICATE, WHICH SUPERSEDE ANY INCONSISTENT STATEMENT IN THIS NOTE.

Unless payments are made in the required amount in immediately available funds in accordance with the provisions of the Resolution and the Final Terms Certificate, remittances in payment of all or any part of the amounts due and payable hereunder shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available at the place where this Note is payable (or any other place as Lender, in Lender’s sole discretion, may have established by delivery of written notice thereof to District) and shall be made and accepted subject to the condition that any ACH or wire transfer or check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and any unpaid amounts shall remain due hereunder.

This Note shall be subject to prepayment prior to its maturity, at the option of the District on June 1, 2032, and on any payment date thereafter, in whole, from any legally available funds, without a prepayment premium.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Note. It is hereby further recited, certified, and warranted that the total indebtedness of the District, including that of this Note, does not exceed any limit prescribed by the Constitution or laws of the State; that at the election lawfully held by the District on Tuesday, May 3, 2022, the incurrence of the indebtedness represented by this Note was duly authorized by a majority of the electors of the District qualified to vote and voting at said election; and that provision has been made for the levy and collection of an ad valorem tax on all of the taxable property of the District in amounts sufficient to pay the principal of and interest on this Note as the same respectively become due.

The full faith and credit of the District is hereby pledged for the punctual payment of the principal of and interest on this Note.

It is expressly stipulated and agreed to be the intent of District and Lender at all times to comply with applicable state law and applicable United States federal law. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under this Note or under the Loan, or contracted for, charged, taken, reserved, or received with respect to the indebtedness evidenced by this Note, then it is District’s and Lender’s express intent that all



excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to District), and the provisions of this Note shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and under the Loan. All sums paid or agreed to be paid to Lender for the use, forbearance, and detention of the indebtedness evidenced hereby and by the Resolution shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the maximum rate permitted under applicable law from time to time in effect and applicable to the indebtedness evidenced hereby for so long as such indebtedness remains outstanding.

Pursuant to the terms of the Resolution and the Final Terms Certificate, and notwithstanding anything therein or herein to the contrary, the District is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the District's obligations hereunder, including all payments of principal and interest, and all of the District's obligations under the Loan and this Note will be deemed defeased and no longer outstanding upon the payment by the District of such amount.

**BY ACCEPTANCE OF THIS INSTRUMENT, THE OWNER OF THIS NOTE AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE CONTAINED HEREIN, IN THE RESOLUTION OF THE DISTRICT AUTHORIZING THE LOAN AND THE ISSUANCE OF THIS NOTE, AND IN THE SERVICE PLAN OF THE DISTRICT.**

District and any endorsers, sureties, or guarantors hereof jointly and severally waive presentment and demand for payment, protest, and notice of protest and nonpayment, all applicable exemption rights, valuation, and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. District and any surety, endorser, or guarantor hereof agree (a) that the time for any payments hereunder may be extended from time to time without notice and consent; (b) to the acceptance of further collateral; (c) to the release of any existing collateral for the payment of this Note; and, (d) to any and all renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note shall affect the liability of District under this Note or any endorser or guarantor hereof even though District or such endorser or guarantor is not a party to such agreement to an extension of time.

Failure of Lender to exercise any of the options granted herein to Lender upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the

right to exercise any of the options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of Lender.

District (and the undersigned representative of District, if any) represents that District has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Note and this Note constitutes the legal, valid, and binding obligation of District.

All notices or other communications required or permitted to be given hereunder shall be given in the manner and be effective as specified in the Resolution or the Final Terms Certificate, directed to the parties at their respective addresses as provided therein.

This Note is governed by and interpreted in accordance with the internal laws of the State, except to the extent superseded by federal law.

TO THE EXTENT PERMITTED BY LAW, DISTRICT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT OR INTERPRETATION THEREOF.

TO THE EXTENT PERMITTED BY LAW, DISTRICT HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. DISTRICT REPRESENTS TO LENDER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

THE PROVISIONS OF THIS NOTE MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY DISTRICT AND LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN DISTRICT AND LENDER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, an authorized representative of Frederick-Firestone Fire Protection District has executed this Note as of the day and year first above written.

(S E A L)

**FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT, WELD  
COUNTY, COLORADO**

---

Edward G. Weimer, President

ATTEST:

---

Kathryn Maselbas, Secretary

[END OF FORM OF NOTE]

UNITED STATES OF AMERICA  
STATE OF COLORADO

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT  
WELD COUNTY, COLORADO

PROMISSORY NOTE  
SERIES 2022

IN THE PRINCIPAL AMOUNT OF \$19,680,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>	<u>CUSIP</u>
3.10%	December 1, 2041	June 30, 2022	N/A

PRINCIPAL SUM:     \*\*NINETEEN MILLION SIX HUNDRED EIGHTY THOUSAND  
DOLLARS AND NO CENTS\*\*

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, Weld County, Colorado (the “District”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “State”), duly organized and existing under the Constitution and laws of the State pursuant to Article 1, Title 32, Colorado Revised Statutes, as amended (“C.R.S.”) (the “Act”), for value received, hereby acknowledges itself indebted and promises to pay to the order of TRUIST BANK, a North Carolina banking corporation, and its successors and assigns (hereinafter referred to as “Lender”), at the office of Lender stated herein, or its agent, designee, or assignee at such place as Lender or its agent, designee, or assignee may from time to time designate in writing, the principal sum stated above, on the Maturity Date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on June 1 and December 1 of each year, commencing June 1, 2023; provided, however, that in the event of a Determination of Taxability, the interest rate shall be the Taxable Adjusted Rate. Capitalized terms used but not defined in this Note shall have the meanings ascribed to them in the resolution of the Board of Directors of the District adopted on June 13, 2022 (the “Resolution”) authorizing the District’s General Obligation Loan, Series 2022 (the “Loan”) and this Note, as supplemented by the Final Terms Certificate (the “Final Terms Certificate”).

The principal of and interest on this Note is payable to the Lender hereof at Truist Bank, Attn: Governmental Finance, 2320 Cascade Pointe Boulevard, Suite 600, Charlotte, NC 28208. Interest on this Note is payable by ACH or wire transfer or check or draft of the District made by the close of business on the fifteenth day of the calendar month immediately preceding an interest payment date. Any payment of principal of or interest on this Note that is due on a day that is not a business day shall be made on the next succeeding day that is a business day with the same effect as if made on the day on which it was originally scheduled to be made. All payments of principal of and interest on this Note shall be made in lawful money of the United States of America. This Note evidences the Loan made by the Lender to the District for the purpose of providing funds for the Project described in the Resolution. **This Note has been issued pursuant to, under the authority of, and in full conformity with, the Constitution and the laws of the State, including,**

**in particular, the Act and Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”); and pursuant to the Resolution and the Final Terms Certificate. Pursuant to the Act and the Supplemental Act, this Note shall be incontestable for any reason following its delivery for value by the District. THE RESOLUTION AND THE FINAL TERMS CERTIFICATE CONSTITUTE THE CONTRACT BETWEEN THE LENDER AND THE DISTRICT. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE RESOLUTION AND THE FINAL TERMS CERTIFICATE, WHICH SUPERSEDE ANY INCONSISTENT STATEMENT IN THIS NOTE.**

Unless payments are made in the required amount in immediately available funds in accordance with the provisions of the Resolution and the Final Terms Certificate, remittances in payment of all or any part of the amounts due and payable hereunder shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Lender in funds immediately available at the place where this Note is payable (or any other place as Lender, in Lender’s sole discretion, may have established by delivery of written notice thereof to District) and shall be made and accepted subject to the condition that any ACH or wire transfer or check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and any unpaid amounts shall remain due hereunder.

This Note shall be subject to prepayment prior to its maturity, at the option of the District on June 1, 2032, and on any payment date thereafter, in whole, from any legally available funds, without a prepayment premium.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Note. It is hereby further recited, certified, and warranted that the total indebtedness of the District, including that of this Note, does not exceed any limit prescribed by the Constitution or laws of the State; that at the election lawfully held by the District on Tuesday, May 3, 2022, the incurrence of the indebtedness represented by this Note was duly authorized by a majority of the electors of the District qualified to vote and voting at said election; and that provision has been made for the levy and collection of an ad valorem tax on all of the taxable property of the District in amounts sufficient to pay the principal of and interest on this Note as the same respectively become due.

The full faith and credit of the District is hereby pledged for the punctual payment of the principal of and interest on this Note.

It is expressly stipulated and agreed to be the intent of District and Lender at all times to comply with applicable state law and applicable United States federal law. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under this Note or under the Loan, or contracted for, charged, taken, reserved, or received with respect to the indebtedness evidenced by this Note, then it is District’s and Lender’s express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to District), and the provisions of this Note shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document,

so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and under the Loan. All sums paid or agreed to be paid to Lender for the use, forbearance, and detention of the indebtedness evidenced hereby and by the Resolution shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the maximum rate permitted under applicable law from time to time in effect and applicable to the indebtedness evidenced hereby for so long as such indebtedness remains outstanding.

Pursuant to the terms of the Resolution and the Final Terms Certificate, and notwithstanding anything therein or herein to the contrary, the District is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the District's obligations hereunder, including all payments of principal and interest, and all of the District's obligations under the Loan and this Note will be deemed defeased and no longer outstanding upon the payment by the District of such amount.

**BY ACCEPTANCE OF THIS INSTRUMENT, THE OWNER OF THIS NOTE AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE CONTAINED HEREIN, IN THE RESOLUTION OF THE DISTRICT AUTHORIZING THE LOAN AND THE ISSUANCE OF THIS NOTE, AND IN THE SERVICE PLAN OF THE DISTRICT.**

District and any endorsers, sureties, or guarantors hereof jointly and severally waive presentment and demand for payment, protest, and notice of protest and nonpayment, all applicable exemption rights, valuation, and appraisal, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. District and any surety, endorser, or guarantor hereof agree (a) that the time for any payments hereunder may be extended from time to time without notice and consent; (b) to the acceptance of further collateral; (c) to the release of any existing collateral for the payment of this Note; and, (d) to any and all renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note shall affect the liability of District under this Note or any endorser or guarantor hereof even though District or such endorser or guarantor is not a party to such agreement to an extension of time.

Failure of Lender to exercise any of the options granted herein to Lender upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of Lender.

District (and the undersigned representative of District, if any) represents that District has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Note and this Note constitutes the legal, valid, and binding obligation of District.

All notices or other communications required or permitted to be given hereunder shall be given in the manner and be effective as specified in the Resolution or the Final Terms Certificate, directed to the parties at their respective addresses as provided therein.

This Note is governed by and interpreted in accordance with the internal laws of the State, except to the extent superseded by federal law.

TO THE EXTENT PERMITTED BY LAW, DISTRICT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT OR INTERPRETATION THEREOF.


TO THE EXTENT PERMITTED BY LAW, DISTRICT HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. DISTRICT REPRESENTS TO LENDER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

THE PROVISIONS OF THIS NOTE MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY DISTRICT AND LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN DISTRICT AND LENDER WITH RESPECT TO THE SUBJECT MATTER HEREOF.


IN WITNESS WHEREOF, an authorized representative of Frederick-Firestone Fire Protection District has executed this Note as of the day and year first above written.



**FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT, WELD  
COUNTY, COLORADO**

  
Edward G. Weimer, President

ATTEST:

  
Kathryn Maselbas, Secretary



Colorado Division of Securities  
1560 Broadway St., Ste. 900  
Denver, CO 80202  
(303) 894-2320

<p>Colorado File No. <u>ME</u></p> <p style="text-align: center;"><b>Official use Only</b></p>
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COLORADO MUNICIPAL BOND SUPERVISION ACT  
(TITLE 11, ARTICLE 59, C.R.S.)

**NOTICE OF CLAIM OF EXEMPTION FROM REGISTRATION  
FOR CERTAIN MUNICIPAL SECURITIES**

Pursuant to the requirements of section 11-59-110 (2), C.R.S. notice of claim of exemption from the registration requirements of the Colorado Municipal Bond Supervision Act is submitted to the Securities Commissioner as follows:

**1. ISSUE DESCRIPTION:**

Name of Issue: Frederick-Firestone Fire Protection District  
Weld County, Colorado  
General Obligation Loan, Series 2022

Amount of Issue: \$19,680,000 Dated (DTD): 06/30/2022 Final Maturity Date: 12/01/2041

Rating: Moody N/A /Standard & Poors N/A /Fitch N/A

Lead Underwriter/Placement Agent: Stifel, Nicolaus & Company, Incorporated

**2. TYPE OF DISTRICT:**

- Special District;
- Municipal General Improvement District;  Municipal Special Improvement District;
- County Local Improvement District;  County Public Improvement District.

**3. NAME, TITLE, FIRM, ADDRESS & PHONE NUMBER OF PERSON SUBMITTING NOTICE:**

Kent C. Veio, Esq.  
Kline Alvarado Veio, P.C.  
1775 Sherman Street, Suite 1790  
Denver, CO 80203 (303) 534-3390

**IMPORTANT:**

- 4. *A filing fee of \$100 made payable to the Colorado State Treasurer **must** accompany this notice.*
- 5. *A copy of the Official Statement or Supporting Documents **must** accompany this notice (Preliminary Official Statement or Draft Documents will suffice **until** Final Official Statement or Final Documents are available.)*
- 6. *Be certain to indicate on the following pages of this form the exemption being claimed.*

NOTE: No acknowledgement of this filing will be made unless one additional copy of this form and a stamped, self-addressed envelope are provided.



**EXEMPTIONS FROM REGISTRATION UNDER  
THE COLORADO MUNICIPAL BOND SUPERVISION ACT  
(TITLE 11, ARTICLE 59, C.R.S.)**

**CHECK ONE:** (All references are to either section 11-59-110(1), C.R.S. or Rules 59-10.3 or 59-10.4 promulgated under section 11-59-103, C.R.S.)

- (b) An issue of general obligation bonds where the total obligation represented by the issue together with any other general obligation of the district does not at the time of issuance exceed the greater of \$2 million or 50% of the valuation for assessment of the taxable property in the district as certified by the assessor.
- (c) An issue of bonds that is rated in one of its four highest rating categories by one or more nationally recognized organization which regularly rate such obligations.
- (d) An issue of bonds by a district in which infrastructure is in place which has been determined by the board of such district to be necessary to construct or otherwise provide additional improvements specifically ordered by a federal or state regulatory agency to bring such district into compliance with applicable federal or state laws or regulations for the protection of the public health or the environment if the proceeds raised as a result of such issue are limited solely to the direct and indirect costs of the construction or improvements mandated and are used solely for those purposes.
- (e) An issue of bonds secured as to the payment of the principal and interest on the debt by an irrevocable and unconditional letter of credit, line of credit or other credit enhancement issued by a depository institution qualified as defined in section 11-59-110(1) (e), C.R.S.
- (f) An issue of bonds insured as to payment of the principal and interest on the debt by a policy of insurance issued by an insurance company qualified as defined in section 11-59-110(1) (f), C.R.S.
- (g) An issue of bonds not involving a public offering made exclusively to "accredited investors" as defined under Regulation D promulgated by the federal Securities and Exchange Commission.
- (h) An issue of bonds made pursuant to an order of a court of competent jurisdiction.
- (i) An issue of bonds by a district which has principal amounts payable from moneys other than the proceeds of an ad valorem tax where the total of such obligations represented by the issue together with other such bonds of the district does not at the time of issuance exceed two million dollars.
- (j) An issue of bonds of a district issued to the Colorado water resources and power development authority which evidences a loan from said authority to the district. (If no Official Statements prepared related to this bond, a copy of the "Governmental Agency Bond" will suffice.)



\_\_\_ (k) An issue of bonds by a district that contains territory subject to an intergovernmental annexation agreement between the City and county of Denver and Adams County dated April 21, 1988, made pursuant to section 30-6-109.5, C.R.S.

\_\_\_ (l) An issue of bonds being issued as capital appreciation bonds in denominations of not less than \$500,000 (Interpretative Order No. 2018-CDS-041) .

\_\_\_ (59-10.3) An issue of bonds by a district issued in denominations of not less than \$500,000 of not less than \$1,000 each.

\_\_\_ (59-10.4.A) An issue of bonds for which the Issuer complied with the requirements of section 11-59-110(2) and were, at the time of initial issue, exempt from registration under Rule 59-10.3 or section 11-59-110(1)(g), C.R.S., and which now qualify for an exemption pursuant to one of the following sections: **(Check one)**

11-59-110(1) \_\_\_ (c)\*, \_\_\_ (d), \_\_\_ (e), \_\_\_ (f)\*, \_\_\_ (i).

\*If the noted applicable qualification under section 11-59-110(1)(c) or (f) is utilized due to secondary market insurance, provide the following:

CUSIP number(s) \_\_\_\_\_,

Total size of the bonds affected \_\_\_\_\_.

\_\_\_ (59-10.4.B) An issue of general obligation bonds for which the Issuer complied with the requirement of section 11-59-110(2) and were, at the time of initial issue, exempt from registration under Rule 59-10.3 or section 11-59-110(1)(g), C.R.S. and subsequently, where the total obligation represented by the issue together with any other general obligations of the district does not exceed the greater of two million dollars or fifty percent of the valuation for assessment of the taxable property in the district as certified by the assessor.

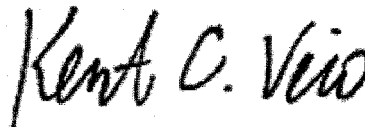
\_\_\_ Order No. \_\_\_\_\_ (the "Order"), issued pursuant to Section 11-59-110(3), C.R.S., exempting the bonds described in this Form ME from registration under the Colorado Municipal Bond Supervision Act. A copy of the Order is attached.

Frederick-Firestone Fire Protection District

District Name

06/23/2022

Date



Signature

Kent C. Veio, Esq.

Type Name and Title



**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**(Weld County, Colorado)**  
**General Obligation Loan**  
**Series 2022**

**OMNIBUS CERTIFICATE**

**June 30, 2022**

The undersigned hereby certifies:

1. Frederick-Firestone Fire Protection District, Weld County, Colorado (the “District”), is a quasi-municipal corporation and political subdivision of the State of Colorado (the “State”), duly organized and existing under the Constitution and laws of the State pursuant to Article 1, Title 32, Colorado Revised Statutes, as amended (the “C.R.S.”).

2. During the period from June 1, 2022, to and including the date of this Omnibus Certificate, the following have been and now are the duly elected or appointed, qualified and acting officers and members of the Board of Directors of the District (the “Board”) and officers of the District:

<b>Title</b>	<b>Name</b>
President	Edward G. Weimer
Secretary	Kathryn Maselbas
Vice-President	Jeffrey Jurgena
Assistant Secretary	David Stout
Treasurer	Christopher Vigil
Fire Chief	Jeremy Young

3. The Board has full power and authority under the Constitution and laws of the State and the District’s Service Plan, and has taken all necessary and proper action, to: (a) adopt the resolution of the Board, dated June 13, 2022 (the “Resolution”), which authorized the incurrence of a general obligation loan (the “Loan”) and the issuance of a promissory note (the “Note”) to Truist Bank (the “Lender”), a North Carolina banking corporation; (b) authorize the execution, delivery and performance by the District of its obligations under the Resolution, as supplemented by a Final Terms Certificate, dated June 30, 2022 (the “Final Terms Certificate”), the Note, the Loan Placement Agent Agreement, dated June 13, 2022, between the District and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”), the Tax Compliance Certificate of the District relating to the Loan, the Wire Transfer Agreement between the District and the Lender, and any and all other agreements and documents as may be required to be executed and delivered by the District in order to carry out, give effect to and consummate the transactions contemplated by the foregoing (collectively, the “Transaction Documents”); and (c) authorize the application of the proceeds of the Loan.

4. At an election held within the District on May 3, 2022 (the “Election”), a majority of those qualified to vote and voting at the Election voted in favor of, the incurrence of general

obligation indebtedness and the imposition of taxes for the payment thereof, for the purposes set forth in the Resolution. The Election was duly held, and the results thereof duly canvassed, declared, certified, filed and otherwise reported, as required by applicable law.

5. The Resolution has been duly adopted by the affirmative vote of a majority of the duly qualified members of the Board in full conformance with all applicable laws, rules and regulations, has not been modified, amended or rescinded and is in full force and effect on and as of the date hereof. No authority or proceedings for the issuance of the Note has or have been repealed, revoked, or rescinded.

6. The Note has been duly executed by the undersigned President of the District, attested and sealed by the undersigned Secretary of the District. The seal of the District impressed on the Note is the official seal of the District as the same has been authorized for use on official documents.

7. The Transaction Documents have been duly executed and delivered by the authorized officials of the District as of the date hereof, have not been modified, amended or rescinded and are in full force and effect on and as of the date hereof.

8. The Resolution and the Transaction Documents constitute the valid and binding obligations of the District enforceable against the District in accordance with their respective terms. The full faith and credit of the District is pledged to the repayment of the Loan.

9. The adoption, authorization, execution, delivery and due performance of the Resolution, the Transaction Documents and any and all other agreements and documents required to be executed and delivered by the District in order to carry out, give effect to and consummate the transactions contemplated thereby, and compliance by the District with the provisions thereof, will not conflict with or constitute on the part of the District a breach of or a default under the District's Service Plan or any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the District is subject or by which it is or may be bound. No default under the Resolution has occurred and is continuing.

10. There is no litigation pending or, to the best of our knowledge, threatened, to restrain or enjoin the execution, delivery of the Transaction Documents or relating in any other way (a) to the legality of the use of proceeds, of the Loan; (b) to the authorization or due performance of any obligations represented by the Transaction Documents; (c) to the organization of the District or the electoral authorization for the Note received at the Election or any tax to be levied in connection with the Note; (d) to the existence thereof; (e) to the rights of the Board members and officers of the District to hold their respective positions; (f) in which an adverse decision could have a material adverse effect on the business, operations or condition (financial or otherwise) of the District or the ability of the District to perform its obligations under the Transaction Documents; or (g) which in any way questions the excludability from gross income of the recipients thereof of the interest on the Loan for federal income tax purposes or in any other way questions the status of the Loan or the Note under federal or State tax or securities laws or regulations, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Transaction Documents.

11. All consents, permits, licenses and approvals of, and filings, registrations and declarations with, governmental authorities that are required to be obtained or made by the District in connection with the Transaction Documents have been obtained or made.



12. So far as is known, nothing exists to hinder or prevent the District from entering into the Loan and issuing the Note.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and the seal of the District as of the date first written above.



FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT

Edward G. Weimer, President

Kathryn Maselbas, Secretary

[Signature Page to Omnibus Certificate]

# TAX COMPLIANCE CERTIFICATE

June 30, 2022

## 1. In General.

1.1. The undersigned is the President of Frederick-Firestone Fire Protection District (the “District”), in Weld County, Colorado (the “County”).

1.2. This Tax Compliance Certificate (this “Certificate”) is executed for the purpose of establishing the reasonable expectations of the District as to future events regarding \$19,680,000 aggregate principal amount of the District’s General Obligation Loan, Series 2022 (the “Loan”), as evidenced by a promissory note (the “Note”) issued by the District to Truist Bank, a North Carolina banking corporation (“Truist”). The Loan and the Note are collectively referred to herein as the “Obligations.” The District’s reasonable expectation that the Obligations are not “arbitrage bonds” is based upon Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated under the Code (the “Regulations”).

1.3. The factual representations contained in this Certificate are true and correct and, to the best of the knowledge, information and belief of the undersigned, the expectations contained in this Certificate are reasonable.

1.4. The undersigned is an officer of the District to whom the responsibility of issuing and delivering the Obligations has been delegated.

1.5. The calculations referred to in Section 7 are based on representations concerning the initial purchase price of the Obligations made by Truist. The District is not aware of any facts or circumstances that would cause it to question the accuracy of the representations made by Truist.

1.6. The restrictions contained in this Certificate and the Investment Instructions attached hereto as Exhibit A and, by this reference, expressly incorporated herein (the “Investment Instructions”), shall apply to the investment and the expenditure of the amounts described herein unless the District receives an opinion of nationally recognized municipal bond counsel to the effect that an amendment to such restrictions will not adversely affect the excludability of interest on the Obligations from gross income for federal income tax purposes.

1.7. Terms used, but not defined, herein shall have the meanings ascribed to such terms in the resolution of the District adopted June 13, 2022 authorizing the Loan and the issuance of the Note (the “Resolution”), as supplemented by the Final Terms Certificate dated as of June 30, 2022 (the “Final Terms Certificate”). The following words and phrases shall have the following meanings:

“*Abusive Arbitrage Device*” means any action which has the effect of (i) enabling the District to exploit the difference between taxable and tax-exempt interest rates to obtain a material financial advantage; and (ii) overburdening the tax-exempt bond market as defined in Section 1.148-10 of the Regulations.

“*Accounting Method*” means both the overall method used to account for the Gross Proceeds of the Obligations (e.g., the cash method or a modified accrual method) and the method used to account for or allocate any particular item within that overall accounting method (e.g., accounting for Investments, Expenditures, allocations to and from different sources and particular items of the foregoing).

“*Average Economic Life*” means the average reasonably expected economic life of the Project as defined in Section 147(b) of the Code.

“*Average Maturity*” means the weighted average maturity of the Obligations as defined in Section 147(b) of the Code.

“*Bond Counsel*” means a law firm of nationally recognized bond counsel who is requested to deliver its approving opinion with respect to the issuance of and the excludability from federal income taxation of interest on the Obligations.

“*Bond Year*” means the period commencing June 30 of each calendar year and terminating on June 29 of the immediately succeeding calendar year during the term of the Obligations, and the first Bond Year shall commence on the Date of Issuance of the Obligations and end on June 29, 2023 (unless a different period is required by the Regulations or selected by the District after the Date of Issuance).

“*Bond Yield*” means the Yield of the Obligations calculated in accordance with Section 1.1484 of the Regulations.

“*Capital Expenditure*” means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Section 1.1502(c) of the Regulations) under general federal income tax principles. For example, costs incurred to acquire, construct or improve land, buildings and equipment generally are Capital Expenditures. Whether an Expenditure is a Capital Expenditure is determined at the time the Expenditure is paid with respect to the property. Future changes in law do not affect whether an Expenditure is a Capital Expenditure.

“*Capital Project*” means all Capital Expenditures, plus related working capital expenditures to which the de minimis rule under Section 1.148-6(d)(3)(ii)(A) of the Regulations applies, that carry out the governmental purpose of an issue. For example, a Capital Project may include Capital Expenditures for one or more building improvements or equipment, plus related start up operating costs and funded interest through the placed in service date for the Capital Project.

“*Class of Investments*” means one of the following, each of which represents a different Class of Investments:

- (a) Each category of yield restricted Purpose Investment and Program Investment, as defined in Section-1.148 1(b), that is subject to a different definition of materially higher Yield under Section 1.148-2(d)(2);
- (b) Yield restricted Nonpurpose Investments; and

(c) All other Nonpurpose Investments.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Computation Date*” means an Installment Computation Date or the Final Computation Date.

“*Computation Date Credit*” means, with respect to an issue of obligations, the “computation credit” treated as a Payment for Nonpurpose Investments allocable to such obligations as of the end of each Bond Year for such obligations and on the Final Computation Date for such obligations pursuant to Section 1.148-3(d)(1)(iv) of the Regulations.

“*Consistently Applied*” means applied uniformly within a fiscal period and between fiscal periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

“*Costs of Issuance*” means, with respect to an issue of obligations, all costs incurred in connection with, and allocable to, the issuance or execution and delivery of such obligations, other than fees paid to or on behalf of credit enhancers as fees for Qualified Guarantees. Examples of Costs of Issuance include (but are not limited to): (a) underwriter or lender fees (whether realized directly or derived through purchase of the obligation at a discount below the price at which a substantial number of the obligations are sold to the public); (b) counsel fees (including bond counsel, placement agent’s, underwriter’s or lender’s counsel, issuer’s counsel, borrower’s counsel, trustee’s counsel and any other specialized counsel fees incurred in connection with the issuance of the obligation); (c) financial advisor or placement agent fees incurred in connection with the issuance or execution and delivery of the obligation; (d) fees paid to an organization to evaluate the credit quality of the issue (except for any such fee that is paid in connection with or as a part of the fee for credit enhancement of the obligation); (e) trustee fees incurred in connection with the issuance of the obligation; (f) paying agent and certifying and authenticating agent fees incurred in connection with the issuance of the obligation; (g) accountant fees incurred in connection with the issuance of the obligation; (h) printing costs (for the obligation and for the preliminary and final official statements or placement memoranda); (i) costs incurred in connection with any required public approval process for the obligation, if applicable (e.g., publication costs for public notices generally and costs of the public hearing); (j) costs incurred in connection with the engineering and feasibility studies necessary to the issuance of the obligation (as opposed to such studies related to completion of the Financed Property, and not to the financing); and (k) fees to cover administrative costs and expenses incurred in connection with the issuance of the obligation.

“*Current Outlay of Cash*” means an outlay reasonably expected to occur not later than 5 banking days after the date as of which the allocation of Gross Proceeds to the Expenditure is made.

“*Date of Issuance*” means June 30, 2022.

“*Discharged*” means, with respect to the Obligations, the date on which all amounts due with respect to such Obligations are actually and unconditionally due, if cash is available at the place of payment, and no interest accrues with respect to such Obligations after such date.

“*Economic Accrual Method*” (also known as the constant interest method or actuarial method) means the method of computing Yield that is based on the compounding of interest at the end of each compounding period.

“*Exempt Person*” means any State or a local governmental unit of the State.

“*Expenditure*” means a book or record entry which allocates Proceeds of the Obligations in connection with a Current Outlay of Cash.

“*Fair Market Value*” means the price at which a willing buyer would purchase an Investment from a willing seller in a bona fide, arm’s length transaction. Fair Market Value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this definition, an Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code), is rebuttably presumed to be acquired or disposed of for a price that is not equal to its Fair Market Value. The Fair Market Value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price. The following guidelines shall apply for purposes of determining the Fair Market Value of the obligations described below:

(a) *Certificates of Deposit.* The purchase of certificates of deposit with fixed interest rates, fixed payment schedules and substantial penalties for early withdrawal will be deemed to be an Investment purchased at its Fair Market Value on the purchase date if the Yield on the certificate of deposit is not less than:

(i) The Yield on reasonably comparable direct obligations of the United States; and

(ii) The highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) *Guaranteed Investment Contracts.* A Guaranteed Investment Contract is a Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and also includes any agreement to supply Investments on two or more future dates (e.g., a forward supply contract). The purchase price of a Guaranteed Investment Contract is treated as its Fair Market Value on the purchase date if:

(i) The District makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from providers that have no material financial interest in the issue (e.g., as Investors or brokers);

(ii) The District purchases the highest yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker’s fees);

(iii) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than gross proceeds of tax-exempt bonds;

(iv) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the District's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in debt service funds and reasonably required reserve or replacement funds;

(v) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(vi) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

*"Final Computation Date"* means the date the Obligations are Discharged.

*"Future Value"* means the Value of a Receipt or Payment at the end of any interval as determined by using the Economic Accrual Method and equals the Value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Bond Yield, using the same compounding interval and financial conventions used to compute the Bond Yield.

*"Gross Proceeds"* means any Proceeds or Replacement Proceeds of the Obligations.

*"Improvements"* means the capital improvements for which the District was authorized to borrow at its election held on May 3, 2022.

*"Installment Computation Date"* means the last day of the fifth Bond Year and each succeeding fifth Bond Year.

*"Investment"* means any Purpose Investment or Nonpurpose Investment, including any other tax-exempt obligation.

*"Investment Instructions"* means the Investment Instructions attached as Exhibit A to this Certificate.

*"Investment Proceeds"* means any amounts actually or constructively received from investing Proceeds of the Obligations.

*"Investment-Type Property"* means any property, other than property described in Section 148(b)(2)(A), (B), (C) or (E) of the Code that is held principally as a passive vehicle for the production of income. Except as otherwise provided, a prepayment for property or services is Investment-Type Property if a principal purpose for prepaying is to receive an investment return from the time the prepayment is made until the time payment otherwise would be made. Generally, a prepayment is not Investment-Type Property if: (a) prepayments on substantially the same terms

are made by a substantial percentage of persons who are similarly situated to the issuer but who are not beneficiaries of tax-exempt financing; (b) the prepayment is made within 90 days of the reasonably expected date of delivery to the issuer of all of the property or services for which the prepayment is made; or (c) the prepayment meets the requirements of Section 1.148-1(e)(2)(iii)(A) or (B) of the Regulations, relating to certain natural gas prepayments and electricity prepayments.

“*Issue Price*” of obligations means the “issue price” defined in Section 1.148-1(f) of the Regulations. Except as otherwise defined in such section of the Regulations, the Issue Price of obligations issued for money is the first price at which ten percent of the obligations is sold to the public (as defined in Section 1.148-1(f)(3)(ii) of the Regulations). If an obligation is issued for money in a private placement to a single buyer that is not an underwriter (as defined in Section 1.148-1(f)(3)(iii) of the Regulations) or a related party (as defined in Section 1.150-1(b) of the Regulations) to an underwriter, the Issue Price of the obligations is the price paid by that buyer. The Issue Price is not reduced by any issuance costs (as defined in Section 1.150-1(b) of the Regulations). Under the so-called “hold the price rule,” the issuer of the obligations may treat the initial offering price of the public as of the sale date of the obligations as the Issue Price of the obligations if the requirements of paragraphs (f)(2)(ii)(A) and (B) of Section 1.148-1(f) are met. For obligations issued for money in a competitive sale (as defined in Section 1.148-1(f)(3)(i) of the Regulations), the issuer of the obligations may treat the reasonably expected initial offering price to the public as of the sale date as the Issue Price of the obligations if the issuer obtains from the winning bidder a certification of the obligations’ reasonably expected initial offering price to the public as of the sale date upon which the price in the winning bid is based. The Issue Price of the Obligations is identified in Section 7.1 of this Certificate.

“*Net Sale Proceeds*” means Sale Proceeds, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund under Section 148(d) of the Code and as part of a minor portion under Section 148(e) of the Code.

“*Nonpurpose Investment*” means any security, obligation, annuity contract or Investment Type Property as defined in Section 148(b) of the Code, including “specified private activity bonds” as defined in Section 57(a)(5)(C) of the Code, but excluding all other obligations the interest on which is excludible from federal gross income.

“*Note Fund*” means the Note Fund established pursuant to the Resolution.

“*Obligation(s)*” has the meaning set forth in Section 1.2 hereof.

“*Payments*” means, for purposes of computing the Rebate Amount, (a) amounts actually or constructively paid to acquire a Nonpurpose Investment (or treated as paid to a commingled fund); (b) for a Nonpurpose Investment that is allocated to an issue on a date after it is actually acquired (e.g., an Investment that becomes allocable to Transferred Proceeds or to Replacement Proceeds) or that becomes subject to the rebate requirement of the Code on a date after it is actually acquired (e.g., an Investment allocated to a reasonably required reserve or replacement fund for a construction issue at the end of the two year spending period), the Value of that Investment on that date; (c) for a Nonpurpose Investment that was allocated to an issue at the end of the preceding computation period, the Value of that Investment at the beginning of the computation period; (d) on the last day of each Bond Year during which there are amounts allocated to Gross Proceeds of



an issue that are subject to the rebate requirement of the Code, and on the final maturity date, a Computation Date Credit; and (e) Yield Reduction Payments on Nonpurpose Investments made pursuant to Section 1.148-5(c) of the Regulations. For purposes of computing the Yield on an Investment (including the Value of the Investment), Payment means amounts to be actually or constructively paid to acquire the Investment; provided, however, that payments made by a conduit borrower are not treated as paid until the conduit borrower ceases to receive the benefit of earnings on those amounts. Payments on Investments, including Guaranteed Investment Contracts, are adjusted for Qualified Administrative Costs of acquiring a Nonpurpose Investment.

*“Pre-Issuance Accrued Interest”* means amounts representing interest that accrued on an obligation for a period not greater than one year before the Date of Issuance but only if those amounts are paid within one year after the Date of Issuance.

*“Proceeds”* means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of an issue. Proceeds do not include, however, amounts actually or constructively received with respect to a Purpose Investment that are properly allocable to the immaterially higher Yield under Section 1.148-2(d) of the Regulations or Section 143(g) of the Code or to qualified administrative costs recoverable under Section 1.148-5(e) of the Regulations.

*“Project”* means the financing of the Improvements.

*“Project Fund”* means the District’s General Fund, or any other fund into which the proceeds of the Loan are deposited for purposes of paying the costs of the Project.

*“Purpose Investment”* means an Investment that is acquired to carry out the governmental purpose of an issue.

*“Qualified Administrative Costs”* means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs. In general, administrative costs are not reasonable unless they are comparable to administrative costs that would be charged for the same Investment or a reasonably comparable Investment if acquired with a source of funds other than Gross Proceeds of tax-exempt obligations.

*“Qualified Guarantee Fees”* means reasonable fees properly allocable to payments for a qualified guarantee for an issue as defined in Section 1.148-4(f) of the Regulations.

*“Qualified Hedging Transaction”* means a contract which meets the requirements of Section 1.148-4(h)(2) of the Regulations.

*“Rebate Amount”* means the excess of the Future Value of all Receipts on Nonpurpose Investments over the Future Value of all the Payments on Nonpurpose Investments. Future Value is computed as of the Computation Date. Rebate Amount additionally includes any penalties and interest on underpayments reduced for recoveries of overpayments.

“*Rebate Analyst*” means the entity, if any, chosen by the District to determine the amount of required deposits to the Rebate Fund, if any.

“*Rebate Fund*” means the rebate fund established or to be established by the District.

“*Rebate Requirement*” with respect to particular obligations means the rebate requirement contained in Section 148 of the Code as applicable to such obligations.

“*Receipts*” means, for purposes of computing the Rebate Amount, (a) amounts actually or constructively received from a Nonpurpose Investment (including amounts treated as received from a commingled fund), such as earnings and return of principal; (b) for a Nonpurpose Investment that ceases to be allocated to an issue before its disposition or redemption date (e.g., an Investment that becomes allocable to Transferred Proceeds of another issue or that ceases to be allocable to the issue pursuant to the universal cap under § 1.148-6 of the Regulations) or that ceases to be subject to the rebate requirement of the Code on a date earlier than its disposition or redemption date (e.g., an Investment allocated to a fund initially subject to the rebate requirement of the Code but that subsequently qualifies as a bona fide debt service fund), the Value of that Nonpurpose Investment on that date; and (c) for a Nonpurpose Investment that is held at the end of a computation period, the Value of that Investment at the end of that period. For purposes of computing Yield on an Investment, Receipts means amounts to be actually or constructively received from the Investment, such as earnings and return of principal (including the Value of an Investment). Receipts on Investments, including Guaranteed Investment Contracts, are adjusted (reduced) for Qualified Administrative Costs.

“*Recomputation Event*” means a transfer, waiver, modification or similar transaction of any right that is part of the terms of the Obligations or a Qualified Hedging Transaction is entered into, or terminated, in connection with the Obligations.

“*Regulation*” or “*Regulations*” means the temporary, proposed or final Income Tax Regulations, and any amendments thereto, promulgated by the Department of the Treasury, including but not limited to Sections 1.141-0 through 1.141-16, 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1 and 1.150-1 and 1.150-2.

“*Replacement Proceeds*” means amounts which have a sufficiently direct nexus to the Obligations or to the governmental purpose of the Obligations to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Obligations were not used or to be used for that governmental purpose, as more fully defined in Section 1.148-1(c) of the Regulations.

“*Sale Proceeds*” means any amounts actually or constructively received from the sale of the Obligations, including amounts used to pay Investors’ discount or compensation and accrued interest other than Pre-Issuance Accrued Interest. The Sale Proceeds with respect to the Obligations are described in Section 3.1 of this Certificate.

“*SLGS*” means United States Treasury Certificates of Indebtedness, Obligations and Bond State and Local Government Series.

“*State*” means the State of Colorado.

“*Transferred Proceeds*” means Proceeds of a refunding issue which become transferred proceeds of a refunding issue and cease to be Proceeds of a prior issue when Proceeds of the refunding issue discharge any of the outstanding principal amount of the prior issue. The amount of Proceeds of the prior issue that become transferred proceeds of the refunding issue is an amount equal to the Proceeds of the prior issue on the date of that discharge multiplied by a fraction:

(a) The numerator of which is the principal amount of the prior issue discharged with Proceeds of the refunding issue on the date of that discharge; and

(b) The denominator of which is the total outstanding principal amount of the prior issue on the date immediately before the date of that discharge.

“*Universal Cap*” means the Value of all outstanding Obligations.

“*Value*” means Value as determined under Section 1.148-4(e) of the Regulations for an Obligation and Value determined under Section 1.148-5(d) of the Regulations for an Investment.

“*Yield*” means (a) with respect to obligations such as the obligations issued or executed and delivered as described in this tax document, the yield of such obligations computed in accordance with Section 1.148-4 of the Regulations, and (b) with respect to an Investment, the yield of such Investment computed in accordance with Section 1.148-5 of the Regulations.

“*Yield Reduction Payment*” means a payment to the United States with respect to an Investment which is treated as a Payment for that Investment that reduces the Yield on that Investment in accordance with Section 1.148-5(c) of the Regulations. Yield Reduction Payments include Rebate Amounts paid to the United States.

## **2. The Purpose of the Obligations.**

2.1. The Obligations are being issued for the purpose of providing funds (a) to pay the costs of the Project, and (b) to pay certain costs and expenses associated with the issuance of the Obligations.

2.2. The Obligations have a weighted average maturity (11.2095 years) that does not exceed 120% of the average reasonably expected economic life of the Project. The District does not expect that the plan of financing relating to the Obligations will result in the creation of any replacement proceeds within the meaning of § 1.148-1(c) of the Regulations.

2.3. As of the Date of Issuance of the Obligations, the District reasonably expects to spend at least 85 percent of the “spendable proceeds” of the Obligations within three years. Additionally, the District shall not invest greater than 50 percent of the Proceeds of the Obligations in Nonpurpose Investments having a guaranteed yield for four or more years.

2.4. The District has or will enter into a substantially binding contract to spend at least five percent of the Proceeds of the Obligations within six months of the Date of Issuance. Additionally, the District shall proceed with due diligence to complete the Project.

2.5 Reserved.

**3. Source and Disbursement of Funds.**

3.1. The Obligations will be sold to Truist for a purchase price of \$19,680,000 consisting of the par amount of the Obligations (the “Sale Proceeds”).

3.2. The \$19,680,000 of Sale Proceeds is expected to be needed and fully expended as follows:

(a) \$19,463,580 will be deposited to the Project Fund and used to pay costs of the Project; and

(b) \$216,420 will be used to pay Costs of Issuance.

**4. Project Fund; Costs of Issuance.**

4.1. The portion of the Proceeds of the Obligations that will be used to pay Costs of Issuance of the Obligations will be expended within one year beginning on the Date of Issuance of the Obligations. Such amounts may be invested without regard to investment yield restriction for a period of one-year following the Date of Issuance of the Obligations, and thereafter, may not be invested in obligations bearing a yield in excess of .125 percent above the Yield on the Obligations.

4.2. Proceeds of the Obligations allocated to finance the Project may be invested without regard to investment yield restriction for a period of three years from the Date of Issuance, and thereafter, at a yield not greater than one-eighth of one percent above the yield on the Obligations. Investment earnings thereon may be invested without regard to investment yield limitation for a period of the later of (a) one year from the date of receipt or (b) three years from the Date of Issuance of the Obligations, and thereafter, at a yield not in excess of one-eighth of one percent above the yield on the Obligations.

5. **Note Fund.** Money deposited in the Note Fund will be used to pay the principal of and interest on the Obligations, and the District reasonably expects that there will be no other funds that will be so used. The Note Fund is established to achieve proper matching of revenues and debt service on the Obligations, and amounts deposited in the Note Fund will be spent within a one year period beginning on the date of deposit therein. Moneys deposited to the Note Fund may be invested without regard to investment yield limitation for a period of thirteen months from the date of deposit therein, and thereafter may not be invested at a yield in excess of the Yield on the Obligations. Any interest earnings or investment gains realized from the investment of such moneys may be invested without regard to yield limitation for a period of one year from the date of receipt, and thereafter, at a yield not in excess of the yield on the Obligations. Investment earnings on the Proceeds of the Obligations deposited in the Note Fund will be retained in the Note Fund and expended as described in this Section 5.

**6. Reserved.**

**7. Price and Yield of the Obligations.**

The Issue Price of the Obligations is equal to \$19,680,000, based on the representations of Truist in the Certificate of Truist Bank attached as Exhibit B hereto (the “Certificate”). The Issue Price of the Obligations has been calculated as the price paid by Truist for the Obligations. Truist has represented in the Certificate that Truist is not acting as an Underwriter (as defined in such certificate) with respect to the Obligations.

7.1. As used in this Certificate, the term “yield” refers to the discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the Issue Price. The calculations of yield have been made on the basis of semiannual compounding using a 360-day year and upon the assumption that payments are made on the last day of each semiannual interest payment period. For purposes of computing yield, the purchase price of any obligation is equal to the fair market value as of the date of a binding contract to acquire such obligation. Based upon the initial offering price certified by Truist, the yield on the Obligations is not less than 3.0980%.

## 8. **Miscellaneous.**

8.1. The District intends either to own the Project at all times during the term of the Obligations, or to sell or lease portions of the Project, but only to other governmental units and in a manner that does not result in the inclusion of interest on the Obligations in the gross income thereof for federal income tax purposes. The District does not know of any reason why the Project will not be so used in the absence of (a) supervening circumstances not now anticipated by it, (b) adverse circumstances beyond its control or (c) obsolescence of such insubstantial portions thereof as may occur as a result of normal use thereof. The District will not change the use, ownership or nature of any portion of the Proceeds of the Obligations or the Project, to other than other governmental units, so long as any of the Obligations is outstanding unless, in the written opinion of Bond Counsel, such change will not result in the inclusion of interest on the Obligations in gross income for purposes of federal income taxation, except that the District may without an opinion sell or otherwise dispose of minor portions of the Project as may be necessary due to normal obsolescence.

8.2. In order to ensure that interest on the Obligations is excludable from gross income for purposes of federal income taxation, the District hereby covenants as follows:

(a) The District will not take or permit to be taken any action which would cause the Obligations to be deemed private activity bonds under the Code. The Obligations will be considered “private activity bonds” if: (i) (A) more than 10% of the Proceeds of the Obligations or the Project is used for any Private Business Use **and** (B) more than 10% of the Proceeds of the Obligations (under the terms of such Obligations or any underlying arrangement) is directly or indirectly (1) secured by any interest in property used in a Private Business Use or payments in respect of such property, or (2) derived from payments (whether or not to the District) made with respect to property (or borrowed money) used for a Private Business Use; or (ii) the amount of Proceeds of the Obligations which are used (directly or indirectly) to make or finance loans to persons other than governmental units exceeds the lesser of (A) 5% of the Proceeds of the Obligations or (B) \$5,000,000. No more than 5% of any such Private Business Use and any such private security for or private payment of the Obligations may be unrelated to the Project.

(b) In the event that Proceeds of the Obligations or the Project are to be used for any Private Business Use that is not related (or is disproportionate) to any governmental use of such Proceeds or the Project (and to payments, property and borrowed money with respect to any such private business use), the preceding covenant of the District set forth in Section 8.2(a)(i) above shall apply but not more than 5% (rather than 10%) of the Obligations may be so secured. This requirement is referred to herein as the “private payment test.”

(c) In determining whether the Obligations meet the private payment test, the District will compare the present value of the payments taken into account to the present value of the debt service to be paid over the term of the Obligations. Debt service will include reasonable credit enhancement fees but will not include any amount to be paid from Proceeds of the Obligations. For example, debt service will not include accrued or funded interest or other amounts to be paid with Proceeds of the Obligations. For purposes of the discount rate to be applied in such present value calculations, the Bond Yield shall be used.

Payments taken into account in determining whether the Obligations meet the private payment test will include payments made for any Private Business Use and payments in respect of the Project or any other property financed (directly or indirectly) with Proceeds of the Obligations. However, any payment that is properly allocable to the payment of ordinary or necessary expenses directly attributable to the operation and maintenance of Project or other property financed with the Proceeds of the Obligations (other than general overhead or administrative expenses) will not be included as a payment taken into account. Similarly, payments by a person for use of Proceeds or the Project will only be included to the extent that the present value of such payments does not exceed the present value of the debt service allocable to that person’s use of Proceeds or the Project. For example, if 10% of the Proceeds of the Obligations were used by a person, payments by such person would not be taken into account to the extent that the present value of such payments exceeded the present value of 10% of the debt service on the Obligations.

For purposes of the private payment test, certain incidental uses of a facility may be disregarded to the extent that the Proceeds of the Obligations which result in the incidental use do not exceed 2-1/2% of the total Proceeds of the Obligations. The use of any property financed with Proceeds of the Obligations or the Project by a person will be treated as an incidental use if such use does not involve the transfer to such person of possession and control of space that is separated physically from other areas of the facility and is not related to any other use of the facility by the same person. For example, use of space in common areas of an office building for coin operated telephones, advertising displays, vending machines or a newsstand or shoe shine stand may be disregarded.

8.3. There are no funds or accounts other than those described in this Certificate that the District expects to establish or otherwise have available for the payment of debt service on the Obligations.

8.4. The District covenants that it will not use or permit the use of any Proceeds of the Obligations or any other funds of the District, from whatever source derived, directly or indirectly to acquire any securities or obligations, and will not take or permit to be taken any other action or actions, which would cause the Obligations to be “arbitrage bonds” within the meaning of Section

148 of the Code or would otherwise cause the interest on the Obligations to be included in gross income for federal income tax purposes. The District covenants that it will at all times do and perform all acts and things permitted by law and which are necessary in order to assure that interest paid by the District on the Obligations will, for purposes of federal income taxation, not be included in gross income under the Code or any other valid provision of law.

8.5. Gross Proceeds of the Obligations shall not be used in a manner which would cause the Obligations to be considered “private activity bonds” within the meaning of the Code:

(a) the Obligations are not and shall not become directly or indirectly “federally guaranteed;”

(b) the District shall timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Code; and

(c) the District shall not commingle Gross Proceeds of the Obligations with any other funds.

8.6. In connection with the Obligations, there has not been created or established and the District does not expect that there will be created or established, any sinking fund, pledged fund or similar fund, including, without limitation, any arrangement under which money, securities or obligations are pledged directly or indirectly to secure the Obligations, or any contract securing the Obligations or any arrangement providing for compensating or minimum balances to be maintained by the District with any owner or credit enhancer of the Obligations other than described in this Certificate.

8.7. Notwithstanding any other provision hereof, any provision of this Certificate may be deleted or modified at any time at the option of the District, if the District has obtained an opinion, in form and substance satisfactory to the District, of Bond Counsel that such deletion or modification will not adversely affect the excludability of interest on the Obligations from gross income for purposes of federal income taxation.

8.8. The District certifies and represents that: (a) the District is a governmental unit with general taxing powers, as defined in Section 1.148-8 of the Regulations, subject to statutory and constitutional limitations; (b) the Obligations do not constitute “private activity bonds”; (c) at least 95 percent of the net proceeds of the issue of Obligations will be used for local governmental activities of the District (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the District) that are owned by the District; and (d) as of the date hereof, the District reasonably expects to qualify for one or more of the Spending Exceptions set forth in Section 10 of Exhibit A hereto.. As a result of the certifications and representations set forth in this paragraph, the District reasonably expects to comply with the Rebate Requirement applicable to the Obligations without any action following the date hereof. However, if for any reasons the certifications, representations and expectations set forth in this Certificate are not met or if the District establishes any sinking fund or defeasance escrow for the Obligations, the District will comply with the Rebate Requirement applicable to the Obligations after consulting with Bond Counsel.

8.9. The District has not sold and will not sell any other tax-exempt obligations within 15 days of the date the Obligations were sold pursuant to the same plan of financing with the Obligations and payable from substantially the same source of funds used to pay the Obligations.

8.10. The District has received and reviewed the Investment Instructions prepared by Bond Counsel with respect to the investment and disposition of moneys on deposit in the various funds and accounts created under the Resolution. The Investment Instructions have been prepared to comply with Sections 148 of the Code including the rebate requirements of Section 148(f) of the Code. The Investment Instructions are attached hereto as Exhibit A and, by this reference, expressly incorporated herein.

8.11. No abusive arbitrage device is being used in connection with the issuance of the Obligations. No action has or will be taken in connection with the issuance of the Obligations that has the effect of (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage or (ii) overburdening the tax-exempt bond market. An action may exploit tax-exempt interest rates as a result of an investment of any portion of the Gross Proceeds of the Obligations over any period of time, notwithstanding that, in the aggregate, the Gross Proceeds of the Obligations are not invested in higher yielding investments over the term of the Obligations. Additionally, an action overburdens the tax-exempt bond market if it results in issuing more certificates, issuing certificates earlier, or allowing certificates to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Obligations, based on all the facts and circumstances.


8.12. The District shall retain the following records for a period of four years following the date of the final maturity of the Obligations or any obligation issued to currently refund the Obligations:

- (a) Records of expenditure and investment of all Proceeds of the Obligations.
- (b) Records of any Private Business Use of the Project.
- (c) Records of all computations and amounts paid to the United States of America pursuant to the rebate requirements of Section 148(f) of the Code.



Dated as of the date first written above.

FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT

By   
Edward G. Weimer, President

[Signature page to Tax Compliance Certificate]

**EXHIBIT A**  
**INVESTMENT INSTRUCTIONS**

June 30, 2022

Frederick-Firestone Fire Protection District

Re: Frederick-Firestone Fire Protection District, General Obligation Loan, Series  
2022

Ladies and Gentlemen:

This letter sets forth instructions (these “Instructions”) regarding the investment and disposition of moneys deposited in the various funds and accounts created under the Resolution authorizing and providing for the issuance by the Frederick-Firestone Fire Protection District (the “District”) of its promissory note in the aggregate principal amount of \$19,680,000 (the “Note”) evidencing the above-referenced loan (the “Loan”), issued to Truist Bank, a North Carolina banking corporation (“Truist”), and the Expenditure of the Proceeds thereof for the purposes described therein. The Loan and the Note are referred to collectively as the “Obligations” herein.

The purpose of these Instructions is to assure that the investment of moneys in the funds and accounts described herein will comply with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder (the “Regulations”). These Instructions implement the investment provisions of the Tax Compliance Certificate (the “Tax Compliance Certificate”) executed by the District on the date hereof and constitute the “Investment Instructions” referred to in the Tax Compliance Certificate. Terms not otherwise defined herein have the meanings set forth in the Tax Compliance Certificate to which these Instructions are attached as an exhibit. These Instructions may be supplemented from time to time, and, as so supplemented, constitute the Investment Instructions.

1. **Computation of Yield.** For a fixed Yield issue such as the Obligations, Yield of an obligation of such an issue is calculated based on expected payments of principal of and interest on the obligations (including amounts treated as interest). Yield of a fixed rate issue is generally not required to be recalculated after the Date of Issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (*e.g.*, purchase or termination of a swap) or the transfer of rights associated with the obligation (*e.g.*, sale of call option). The actual rules for computing Yield of an obligation are quite complex, and if Yield of an obligation must be calculated or recalculated, an expert should be consulted.

For a variable Yield issue, Yield of an obligation is computed as of each Computation Date for the period from the prior Computation Date (or from the Date of Issuance of the obligation in the case of the first Computation Date) to the current Computation Date, and it is based upon (a) the actual payments of principal and interest on the obligations (including amounts treated as interest) and (b) the assumed receipt on such date of an amount equal to the value of the

outstanding obligations. Computation Dates may be selected using all information available so as to minimize rebate liability. Such selection may be made at any time up to the first required payment date (generally five years after the date of issuance). Periods as short as one year or as long as five years may be selected. Following the selection, all subsequent periods must be one-year or five-year periods. The choice of Computation Dates may affect the time when rebate computations and payments must be made. As with the calculation of Yield of a fixed rate issue, the actual rules for computing Yield of an obligation are quite complex and an expert should be consulted. If a “qualified hedge,” as defined by the Regulations (which includes, for example, certain types of interest rate swaps or interest rate caps), is entered into at any time with respect to the obligation, payments made or received under the qualified hedge must be taken into account in calculating the Yield of the obligation. Generally, upon conversion of a variable Yield issue to a fixed Yield issue, the Yield of the issue after the conversion date will be calculated under the fixed Yield rules discussed above. Certain special rules and elections apply upon such a conversion and an expert should be consulted in such event.

2. **Investments—General.** The purchase price of any Investments purchased in connection with the Obligations must be the Fair Market Value of the Investment obligation on an established market or the Investment must be in “tax-exempt bonds,” as defined in the Regulations. This means that you cannot pay a premium to adjust the Yield and that you cannot accept a lower interest rate than is usually paid. Currently, if an obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a Yield that does not exceed the target restricted Yield, you are limited to the acquisition of SLGS that yield no more than the target restricted Yield. SLGS, when available, are available through the Bureau of the Fiscal Service in Parkersburg, West Virginia. For further information on the market value requirement for Investments, see the definition of “Fair Market Value” in the Tax Compliance Certificate.

3. **Note Fund.** Moneys that are deposited in the Note Fund for the purpose of paying principal of and interest on the Obligations within 13 months of the date of deposit in the Note Fund may be invested in obligations that bear a Yield in excess of the Bond Yield. Interest earnings from the investment of such moneys on deposit in the Note Fund must be used before any other moneys in the Note Fund to pay the principal of and interest on the Obligations. Pending disbursement to pay such principal of and interest on the Obligations, such interest earnings may be invested in obligations that bear a Yield in excess of the Bond Yield.

Any moneys deposited in the Note Fund that have been held or are expected to be held for more than 13 months from the date of receipt under the loan documents may not be invested in obligations that bear a yield in excess of the Bond Yield to the extent that such amount exceeds the greater of (a) one-twelfth of the annual debt service on the Obligations or (b) one year’s earnings on such portion deposited in the Note Fund.

4. **Project Fund.** Net Sale Proceeds of the Obligations deposited to the Project Fund for the purpose of financing the Project may be invested in obligations that bear a Yield in excess of the Bond Yield for a temporary period of three years beginning on the Date of Issuance of the Obligations. After the period of unrestricted investment of such Proceeds, any such Proceeds remaining may not be invested in obligations that bear a Yield in excess of one-eighth of one percent (0.125 percent) above the Bond Yield.

Any interest earnings or investment gains realized from the investment of Proceeds deposited to the Project Fund may be reinvested pending disbursement in obligations that bear a Yield in excess of the Bond Yield. The period of unrestricted investment of such earnings may not exceed the longer of (a) a one-year period beginning on the date of receipt of such investment income or (b) the period ending three years after the Date of Issuance of the Obligations. After the period of unrestricted reinvestment of investment earnings, such earnings will not be invested in obligations that bear a Yield in excess of one-eighth of one percent (0.125 percent) above the Bond Yield.

5. **Costs of Issuance.** Sale Proceeds of the Obligations allocated to Expenditures to pay Costs of Issuance of the Obligations, and Investment Proceeds earned from the investment of such Sale Proceeds, may be invested without regard to investment yield limitation during the temporary periods described for the Project Fund in paragraph 4 above.

6. **Reserved.**

7. **Rebate Fund.** Any moneys of the District not constituting Gross Proceeds of the Obligations deposited in the Rebate Fund, if one is established in the future, and the Investments thereof may be invested without regard to investment yield limitation and are not subject to the Rebate Requirement. Investment Proceeds of the Obligations deposited in such Rebate Fund may be invested without regard to investment yield limitation for a one-year period beginning on the date of receipt and thereafter at a Yield not in excess of the Bond Yield. Investment of such Proceeds of the Obligations in the Rebate Fund is subject to the Rebate Requirement.

8. **Other Gross Proceeds.** Except as otherwise provided in the Tax Compliance Certificate or these Instructions, Gross Proceeds of the Obligations and any interest earnings or investment gains realized from the investment of other Gross Proceeds of the Obligations may not be invested in Investments that bear a Yield in excess of the Bond Yield.

9. **Rebate Requirement for the Obligations.** Proceeds of the Obligations are not expected to be subject to the Rebate Requirement based on the District's expectations set forth in Section 8.8 of the Tax Compliance Certificate. The District will seek the advice of Bond Counsel with respect to the application of the Rebate Requirement should the District fail to meet the expectations described in such Section. The general application of the Rebate Requirement is described below.

(a) By the end of each and every fifth Bond Year and upon the final maturity date of the Obligations or any earlier date of redemption of the Obligations in whole (each such date a Computation Date), the District must determine the Rebate Amount and Yield Reduction Payments, if any, to be paid to the United States of America. The first Computation Date is April 19, 2023 (based on the definition of Bond Year in the Tax Compliance Certificate). All Gross Proceeds of the Obligations are subject to the Rebate Requirement.

(b) The District must establish such accounting measures and keep such separate records as are necessary to segregate or otherwise designate the Gross Proceeds of the Obligations and the Nonpurpose Investments acquired with such Gross Proceeds for a period of at least four years after the later of the final retirement of the Obligations or any obligation issued or executed

and delivered to refund the Obligations (or such longer period as may be required by the obligation documents).

(c) Section 148(f) of the Code requires the payment to the United States of America of any Rebate Amount. The Regulations require payment of any Yield Reduction Payments to the United States of America in the same manner as Rebate Payments. Except as provided below, the Note Fund, the Project Fund, and the Rebate Fund (if one is established) and any other funds or accounts treated as containing Gross Proceeds of the Obligations are all subject to any Rebate Requirement applicable to the Obligations and may be eligible for Yield Reduction Payments.

(d) The District is required to use the Rebate Fund as follows: (i) on or before 25 days following each Computation Date, an amount must be deposited to the Rebate Fund so that the balance of the Rebate Fund equals the aggregate Rebate Amount and any Yield Reduction Payments as of such determination date; (ii) amounts deposited in the Rebate Fund must be invested in accordance with the Instructions; (iii) all money at any time deposited in the Rebate Fund must be held for payment to the United States of America of the Rebate Amount and any Yield Reduction Payments; and (iv) for purposes of crediting amounts to the Rebate Fund or withdrawing amounts from the Rebate Fund, Nonpurpose Investments must be valued in the manner provided in these Instructions.

(e) In order to satisfy any applicable Rebate Requirement (and to make any Yield Reduction Payments), the District must cause the following actions to be taken:

(i) For each Investment of amounts held with respect to the Obligations, the District must record the purchase date of such Investment, its purchase price, accrued interest due on its purchase date, its face amount, its coupon rate, its Yield, the frequency of its interest payment, its disposition price, accrued interest due on its disposition date and its disposition date. The District must determine the Fair Market Value for such Investments and the Yield thereon as may be required by the Regulations. The Yield for an Investment must be calculated by using the method set forth in the Regulations.

(ii) For each Computation Date specified in clause (iii) below, the District must compute the Bond Yield as required by the Regulations based on the definition of Issue Price contained in Section 148(h) of the Code and the Regulations and as described in Section 1 above.

(iii) Subject to the special rules set forth in clauses (iv) and (v) below, the District must determine the amount of earnings received on all Nonpurpose Investments described in (i) above for each Computation Date. In addition, where Nonpurpose Investments are retained by the District after retirement of the Obligations, any unrealized gains or losses as of the date of retirement of the Obligations must be taken into account in calculating the earnings on such Nonpurpose Investments to the extent required by the Regulations.

(iv) In determining the Rebate Amount, (A) all earnings on any bona fide debt service fund will not be taken into account, (B) the Universal Cap applicable to the Obligations under Section 1.148-6(b)(2) of the Regulations must be taken into account, (C)

all elections and other choices set forth in the Tax Compliance Certificate must be taken into account, (D) any Transferred Proceeds will be taken into account and (E) all applicable spending exceptions to rebate under the Code and the Regulations met by the District must be taken into account, including the six-month, eighteen-month and two-year spending exceptions of the Code and Regulations described in the following section.

(v) For each Computation Date, the District must calculate for each Investment described in clauses (i) and (iii) above an amount equal to the earnings that would have been received on such Investment at an interest rate equal to the Bond Yield. The method of calculation must follow that set forth in the Regulations.

(vi) For each Computation Date, the District must determine the amount of earnings received on all Investments held in the Rebate Fund for the Computation Date. The method of calculation must follow that set forth in the Regulations.

(vii) For each Computation Date, the District must calculate the Rebate Amount and any Yield Reduction Payments, by any appropriate method to be described in the Code and Regulations applicable or which becomes applicable to the Obligations. The determination of the Rebate Amount and any Yield Reduction Payments must account for the amount equal to the sum of all amounts determined in clause (iii) above, all amounts determined in clauses (iv), (v) and (vi) above, and less any amount which has previously been paid to the United States of America.

(viii) If the sum of the Rebate Amount and any Yield Reduction Payments exceeds the amount on deposit in the Rebate Fund, the District must immediately deposit an amount equal to such excess into the Rebate Fund.

(ix) Certain brokerage fees paid on guaranteed investment contracts may be treated as additional Yield of such guaranteed investment contract.

10. **Spending Exceptions to Rebate.** To the extent that Gross Proceeds of the Obligations are determined to have been allocated to Expenditures in a manner that satisfies any of the following spending exceptions, investment earnings allocable to such Gross Proceeds need not be rebated to the United States of America. Use of the spending exceptions is not mandatory.

(a) Six-Month Exception. The six-month exception requires that Gross Proceeds of the Obligations be allocated to Expenditures for the purposes for which the Obligations are issued within the six-month period beginning on the Date of Issuance of the Obligations, and that the Rebate Requirement be met for amounts not required to be spent within such six-month spending period (excluding earnings on a bona fide debt service fund). For purposes of the six-month exception, Gross Proceeds do not include amounts in a bona fide debt service fund, amounts in a reasonably required reserve or replacement fund, amounts that as of the date hereof are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the end of the six-month spending period, amounts representing Sale Proceeds or Investment Proceeds derived from Payments under any Purpose Investment financed with Proceeds of the Obligations, and amounts representing repayments of grants financed by the Obligations.

(b) Eighteen-Month Exception. The Obligations are treated as meeting the Rebate Requirement under the eighteen-month exception if the following requirements are satisfied: (i) Gross Proceeds of the Obligations are allocated to Expenditures for the purposes for which the Obligations are issued in accordance with the following schedule measured from the date hereof and none of the issue is treated as complying with the two-year exception: (A) at least 15 percent within six months; (B) at least 60 percent within 12 months; and (C) 100 percent within 18 months, with an exception for reasonable retainage, not in excess of five percent of the Net Sale Proceeds of the obligations which must be allocated to Expenditures within 30 months of the date hereof; (ii) for purposes of determining compliance with the six-month and 12-month spending periods, the amount of Investment Proceeds is determined based on the District's reasonable expectations on the Date of Issuance of the Obligations; and (iii) all of the Gross Proceeds of the Obligations (excluding amounts in a bona fide debt service fund, amounts in a reasonably required reserve or replacement fund, amounts that, as of the Date of Issuance of the Obligations, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the eighteen-month spending period, amounts representing Sale Proceeds or Investment Proceeds derived from Payments under any Purpose Investment financed with Proceeds of the Obligations, and amounts representing repayments of grants financed by the Obligations) must qualify for the general three-year temporary period for new money projects described in Section 1.148-2(e)(2) of the Regulations. Any failure to satisfy the final spending requirement of the eighteen-month exception may be disregarded if the District exercises due diligence to complete the project for which the Obligations are issued and the amount of the failure does not exceed the lesser of three percent of the Issue Price of the Obligations or \$250,000. Note that the eighteen-month exception is not available for the portion of the Gross Proceeds of the Obligations that is used directly or indirectly to pay debt service on another issue of tax-exempt obligations (*i.e.*, the eighteen-month exception is not available for any refunding portions of the Obligations).

(c) Two-Year Exception. Gross Proceeds of the Obligations are treated as meeting the Rebate Requirement under the two-year exception if the following requirements are met: (i) the Obligation issue is a qualified "construction issue" because 75 percent of "available construction proceeds" of the Obligation issue is expected by the District to be expended on construction expenditures; and (ii) such Gross Proceeds are allocated to Expenditures for the purposes of such Obligation issue in accordance with the following two-year expenditure schedule measured from the Date of Issuance of the Obligations: (A) at least 10 percent within six months; (B) at least 45 percent within one year; (C) at least 75 percent within 18 months; and (D) 100 percent within two years, with an exception for reasonable retainage expended within three years. Any failure to satisfy the final spending requirement of the two-year exception may be disregarded if the District exercises due diligence to complete the project for which the Obligations are issued and the amount of the failure does not exceed the lesser of three percent of the Issue Price of the Obligations or \$250,000. Note that the two-year exception is not available for the portion of the Gross Proceeds of the Obligations that is used directly or indirectly to pay debt service on another issue of tax-exempt obligations (*i.e.*, the two-year exception is not available for any refunding portions of the Obligations). The two-year exception is further described in Section 1.148-7(e) of the Regulations. The District should seek the advice of

Bond Counsel or the Rebate Analyst in determining whether the requirements of the two-year exception have been satisfied.

11. **Payment of Arbitrage Rebate.** Not later than 60 days after each Installment Computation Date (or such longer period as may be permitted by the Regulations), the District must pay to the United States of America an amount that, when added to the Future Value as of such Computation Date of previous Rebate Amount payments made for the Obligations, equals at least 90 percent of the Rebate Amount and 100 percent of any Yield Reduction Payments required to be on deposit in the Rebate Fund as of such payment date. No later than 60 days after the Final Computation Date, the District must pay to the United States of America an amount that, when added to the Future Value as of such Computation Date of previous rebate payments made for the Obligations, equals at least 100 percent of the balance remaining in the Rebate Fund.

The District must mail each payment of an installment to the Internal Revenue Service at the places and pursuant to such forms as the Internal Revenue Service may require at the time of each such installment payment. Each payment must be accompanied by a statement summarizing the determination of the Rebate Amount and any Yield Reduction Payments. No form needs to be filed if no rebate payment is required.

If on any Computation Date the aggregate amount earned on Nonpurpose Investments in which the Gross Proceeds of the Obligations are invested is less than the amount that would have been earned if the obligations had been invested at a rate equal to the Bond Yield, such deficit may be withdrawn from the Rebate Fund. The District may direct that any overpayment of Rebate Amount or Yield Reduction Payments may be recovered from any payments previously paid to the United States of America pursuant to Section 1.148-3(i) of the Regulations.

The District must also pay any penalty or interest on underpayments of Rebate Amount or any Yield Reduction Payments not paid in a timely manner pursuant to the Code and the Regulations.

12. **Appointment of Rebate Analyst.** In order to provide for the administration of the matters pertaining to arbitrage rebate calculations set forth herein and in the Tax Compliance Certificate, the District may appoint a Rebate Analyst and any successor Rebate Analyst for the Obligations, subject to the conditions set forth in this section. The charges and fees for such Rebate Analyst must be paid by the District upon presentation of an invoice for services rendered in connection therewith. The Rebate Analyst and each successor Rebate Analyst must signify its acceptance of the duties imposed upon it under these Instructions by a written instrument of acceptance delivered to the District under which such Rebate Analyst will agree to discharge its duties pursuant to these Instructions and the Tax Compliance Certificate in a manner consistent with prudent industry practice. Each Rebate Analyst must be either a firm of independent accountants or Bond Counsel or another entity experienced in calculating Rebate Amount and Yield Reduction Payments required by Section 148(f) of the Code or the Regulations.

The Rebate Analyst may at any time resign and be discharged of the duties and obligations imposed upon the Rebate Analyst by giving notice to the District. The Rebate Analyst may be removed at any time by an instrument signed by the District. The District may, upon the resignation or removal of the Rebate Analyst, appoint a successor Rebate Analyst.



13. **Recordkeeping.** The District must maintain the following records for a period of not less than four years following the later of the final retirement of the Obligations or any obligations issued or executed and delivered to refund the Obligations: (a) records of amounts paid to the United States of America on account of the Obligations; (b) records of all rebate calculations made with respect to the Obligations; (c) documentation relating to any Investment of Proceeds of the Obligations, including the purchase and sale of securities, SLGS subscriptions and actual Investment income received from the investment of Proceeds of the Obligations and guaranteed investment contracts; (d) records and documentation pertaining to any private business use of the facilities financed or refinanced with Proceeds of the Obligations; and (e) documentation evidencing all sources of payment or security for the Obligations.

14. **Change in Law.** These Instructions are based on law in effect as of this date, and we undertake no obligation to monitor or update the status of these Instructions. Statutory or regulatory changes, including but not limited to clarifying Regulations, may affect these Instructions.

Very truly yours,

KLINE ALVARADO VEIO, P.C.

## EXHIBIT B

\$19,680,000

**Frederick-Firestone Fire Protection District  
(Weld County, Colorado)  
General Obligation Loan  
Series 2022**

### CERTIFICATE OF TRUIST BANK

The undersigned, on behalf of Truist Bank, a North Carolina banking corporation (“Truist”), hereby certifies as set forth below with respect to the above-captioned loan (the “Loan”), and the purchase of the District’s (as defined below) promissory note evidencing such Loan (the “Note”).

1. ***Purchase of the Note.*** On the date of this certificate, Truist is purchasing the Note for the amount of \$19,680,000. Truist is not acting as an Underwriter with respect to the Note. Truist has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). Truist has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and Truist has not agreed with the District pursuant to a written agreement to sell the Note to persons other than Truist or a related party to Truist.

2. ***Defined Terms.***

(a) “*District*” means Frederick-Firestone Fire Protection District, in Weld County, Colorado.

(b) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Truist’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Kline Alvarado Veio, P.C. in connection with rendering its opinion that the interest on the Note is excluded from

gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Note.

TRUIST BANK, a North Carolina banking corporation

By:   
Name: William B. DaSilva  
Title: Director

Dated: June 30, 2022.

[Signature Page to Certificate of Truist Bank]

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>Frederick-Firestone Fire Protection District</b>		2 Issuer's employer identification number (EIN) <b>84-0949589</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>8426 Kosmerl Place</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Frederick, Colorado 80504</b>		7 Date of issue <b>06/30/2022</b>	
8 Name of issue <b>General Obligation Loan, Series 2022</b>		9 CUSIP number <b>n/a</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <b>Edward G. Weimer, President</b>		10b Telephone number of officer or other employee shown on 10a <b>303-845-2112</b>	

<b>Part II Type of Issue (Enter the issue price.)</b> See the instructions and attach schedule.	
11 Education . . . . .	11
12 Health and hospital . . . . .	12
13 Transportation . . . . .	13
14 Public safety . . . . .	14
15 Environment (including sewage bonds) . . . . .	15
16 Housing . . . . .	16
17 Utilities . . . . .	17 <b>19,680,000.00</b>
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a . . . . . <input type="checkbox"/>	
b If bonds are BANs, check only box 19b . . . . . <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box . . . . . <input type="checkbox"/>	

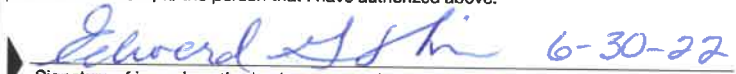
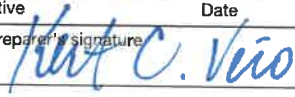
<b>Part III Description of Bonds.</b> Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 <b>12/01/2041</b>	\$ <b>19,680,000.00</b>	\$ <b>19,680,000.00</b>	<b>11.2095</b> years	<b>3.0980</b> %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest . . . . .	22
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23 <b>19,680,000.00</b>
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24 <b>216,420.00</b>
25 Proceeds used for credit enhancement . . . . .	25
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28
29 Total (add lines 24 through 28) . . . . .	29 <b>216,420.00</b>
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30 <b>19,463,580.00</b>

<b>Part V Description of Refunded Bonds.</b> Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input checked="" type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input checked="" type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative		6-30-22 Date	
<b>Paid Preparer Use Only</b>	Kent C. Veio Print/Type preparer's name		 Preparer's signature	
	Kline Alvarado Veio, P.C. Firm's name		6/30/22 Date	
	1775 Sherman Street, Suite 1790, Denver, CO 80203 Firm's address		Check <input type="checkbox"/> if self-employed	
			PTIN P0 1338008 Firm's EIN ▶ 20-1262004 Phone no. 303-534-3390	

## **LENDER LETTER**

June 30, 2022

Frederick-Firestone Fire Protection District  
Frederick, Colorado

Stifel, Nicolaus & Company, Incorporated  
Denver, Colorado

Kline Alvarado Veio, P.C.  
Denver, Colorado

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**(Weld County, Colorado)**  
**General Obligation Loan**  
**Series 2022**

Ladies and Gentlemen:

In connection with the issuance by Frederick-Firestone Fire Protection District, Weld County, Colorado (the “District”) of its promissory note, Series 2022 (the “Note”) evidencing the above-captioned loan made to the District by Truist Bank (the “Lender”), a North Carolina banking corporation in the aggregate principal amount of \$19,680,000 (the “Loan”), the undersigned, on behalf of the Lender, hereby certifies as follows:

1. The Lender has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.
2. The Lender is a state-chartered bank that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Note; has knowledge and experience in financial and business matters that make it capable of evaluating the District, the Loan and the risks associated with the extension of credit evidenced by the Loan; and has the ability to bear the economic risk of extending the credit evidenced by the Note. The Lender is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan.
3. The Lender has conducted its own investigation of the financial condition of the District, the purpose for which the Note is being executed and delivered and of the security for the payment of the principal of and interest on the Loan, and has obtained such information regarding the Loan, the Note and the District and its operations, financial condition and financial prospects as the

Lender deems necessary to make an informed decision with respect to its extension of credit evidenced by the Note.

4. The Lender is extending credit to the District in the form of the Loan evidenced by the Note and is acquiring the Note for its own loan account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that the Lender retains the right at any time to dispose of the Note or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made, in accordance with applicable law and the provisions of the Loan, the Resolution approving the execution and delivery of the Note, and related documents, to (a) an affiliate of the Lender or (b) one or more banks. The Lender and its assignees further retain the right to sell or assign participation interests in the Note to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Note are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Note, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Loan.

5. The Lender acknowledges that (a) the Note (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Note and that none is likely to develop. The Lender understands and acknowledges that (a) the Note is not intended to be a security, (b) the Lender will treat the Loan as a loan and not a security for accounting purposes, and (c) the Note will neither be assigned a CUSIP number nor made DTC eligible.

6. The Lender is acting solely for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the District (including to any financial advisor or any placement agent engaged by the District) with respect to the structuring or delivery of the Note. The Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the District with respect to the transactions relating to the structuring or delivery of the Note and the discussions, undertakings, and procedures leading thereto. Each of the District, its financial advisor, and its loan placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Note from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the District, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor or loan placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor or loan placement agent, with respect to any such matters. The transactions between the District and the

Lender are arm's-length, commercial transactions in which the Lender is acting and has acted solely as a principal and for its own interest, and the Lender has not made recommendations to the District with respect to the transactions relating to the Loan evidenced by the Note.

[Remainder of Page Left Intentionally Blank]



**IN WITNESS WHEREOF**, the undersigned has duly executed this Lender Letter on behalf of the Lender as of the date first written above.

Very truly yours,

**TRUIST BANK**, a North Carolina banking corporation

By: 

Name: William B. DaSilva

Title: Director

[Signature Page to Lender Letter]

## LOAN PLACEMENT AGENT AGREEMENT

July 30, 2022

Frederick-Firestone Fire Protection District  
Weld County, Colorado

Re: General Obligation Loan, Series 2022

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Loan Placement Agent") offers to enter into this Loan Placement Agent Agreement (this "Agreement") with Frederick-Firestone Fire Protection District (the "Borrower"), which, upon acceptance of this offer, shall be binding upon the Borrower and the Loan Placement Agent. If the obligations of the Loan Placement Agent shall be terminated for any reason permitted hereby, neither the Loan Placement Agent nor the Borrower shall be under further obligation hereunder.

The above-captioned Loan (the "Loan") is to be executed pursuant to a Loan Agreement between the Borrower and a nationally- or state-chartered commercial bank (the "Bank") (the "Loan Agreement").

1. Execution of the Loan. On the basis of the representations and agreements contained herein, but subject to the terms and conditions herein set forth, the Loan Placement Agent agrees, on a best efforts basis, to place the Loan with the Bank on terms mutually agreeable to the Borrower and the Bank. The terms and conditions of the Loan shall be as set forth in the Loan Agreement.

For its services hereunder, and upon execution of the Loan by the Borrower and the Bank (the date of such payment herein, the "Closing Date"), the Loan Placement Agent shall receive compensation, payable by the Borrower, equal to 0.65% of the principal amount of the Loan (the "Fee"). On the Closing Date, the Borrower shall pay or cause to be paid the Fee to the Loan Placement Agent by wire transfer or immediately available funds. The Fee does not include any services the Loan Placement Agent may render in the future to the Borrower.

2. Representations of the Borrower. The undersigned, on behalf of the Borrower, but not individually, hereby represents that:

(a) any statements made by the Borrower to the Bank to induce it to execute the Loan (including any materials provided to the Loan Placement Agent for that purpose) were accurate and not misleading;

(b) all documentation necessary to effectuate the execution of the Loan shall be consistent with characterization of the Loan as such and not as a security; and

(c) there shall be no CUSIP for the Loan and the Loan shall not be DTC-eligible.

3. Conditions to Closing. At or prior to the Closing Date, the Loan Placement Agent shall have received:

(a) a Lender Letter, in the form attached to this Agreement as Exhibit A and in form and substance acceptable to the Loan Placement Agent, executed by the Bank and addressed to the Loan Placement Agent; and

(b) an opinion of counsel to the Borrower that is permissible under the laws of the State of Colorado (the "State") for the Borrower to enter into the Loan Agreement and to execute the Loan.

4. Termination. This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided, however, that: (i) the Fee shall be immediately due and payable by the Borrower if the Borrower terminates this Agreement and executes a loan with a bank identified by Stifel to the Borrower prior to such termination and such loan is executed within six (6) months after termination of this Agreement.

5. Expenses. There shall be paid solely from the proceeds of the Loan promptly after the Closing: (a) the fees and disbursements of Borrower's counsel; and (b) the Fee. The Loan Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.

6. Regulatory Disclosure. The Borrower acknowledges that, in connection with the placement of the Loan (a) the Loan Placement Agent has acted at arm's length, is acting solely for its own account and is not agent of or advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)) and owes no fiduciary duty to, the Borrower or any other person, (b) the Loan Placement Agent's duties and obligations to the Borrower shall be limited to those contractual duties and obligations set forth in this Agreement, (c) the Loan Placement Agent may have interests that differ from those of the Borrower, and (d) the Borrower has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the execution of the Loan. The Borrower further acknowledges and agrees that it is responsible for making its judgment with respect to the execution of the Loan and the process leading thereto. The Borrower agrees that it will not claim that the Loan Placement Agent acted as a Municipal Advisor to the Borrower or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with the execution of the Loan or the process leading thereto.

7. Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the Borrower and its officers set forth in or made pursuant to this Agreement shall survive the execution of the Loan and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Loan Placement Agent.

8. Notices. Any notice or other communication to be given to the Borrower under this Agreement may be given by delivering the same in writing to the Borrower at its address set forth above. Any notice or other communication to be given to the Loan Placement Agent

under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Ste. 900, Denver, Colorado 80202, Attention: Alan Matlosz, Managing Director, Stifel, Nicolaus & Company, Incorporated.

9. No Assignment. This Agreement has been made by the Borrower and the Loan Placement Agent, and no person other than the foregoing shall acquire or have any right under or by virtue of this Agreement.

10. No Boycott. By entering into this Agreement, the Loan Placement Agent certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Loan Placement Agent understands that “boycott” includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

11. Applicable Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Colorado.

12. Effectiveness. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

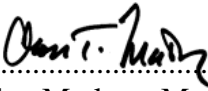
13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. Counterparts. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By  .....  
Alan Matlosz, Managing Director, Stifel, Nicolaus & Company, Incorporated

ACCEPTED this 30th of June, 2022.

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

By .....  
Edward G. Weimer, President


Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By.....  
Alan Matlosz, Managing Director, Stifel, Nicolaus & Company, Incorporated

ACCEPTED this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT

By .....  
Edward G. Weimer, President

## **EXHIBIT A**

### **FORM OF LENDER LETTER**

Frederick-Firestone Fire Protection District  
Weld County, Colorado

Stifel, Nicolaus & Company, Incorporated  
Denver, Colorado

Re: General Obligation Loan, Series 2022

Ladies and Gentlemen:

Truist Financial Corporation, Charlotte, North Carolina (the “Lender”) hereby certifies as follows with regard to the Loan Agreement, dated as of July \_\_, 2022 (the “Loan Agreement”), by and between the Frederick-Firestone Fire Protection District (the “Borrower”) and the Lender and the Loan executed by the Borrower and the Lender, dated July \_\_, 2022 (the “Loan”):

1. The Lender has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.

2. The Lender is a nationally- or state-chartered bank that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Loan; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan and the risks associated with the extension of credit evidenced by the Loan; and has the ability to bear the economic risk of extending the credit evidenced by the Loan. The Lender is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan.

3. The Lender has conducted its own investigation of the financial condition of the Borrower, the purpose for which the Loan is being executed and delivered and of the security for the payment of the principal of and interest on the Loan, and has obtained such information regarding the Loan and the Borrower and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed decision with respect to its extension of credit evidenced by the Loan.

4. The Lender is extending credit to the Borrower evidenced by the Loan and is acquiring the Loan for its own loan account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that the Lender retains the right at any time to dispose of the Loan or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made, in accordance with applicable law and the provisions of the Loan, the Loan Agreement, and related documents, to (a) an affiliate

of the Lender or (b) one or more banks. The Lender and its assignees further retain the right to sell or assign participation interests in the Loan to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Loan are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Loan, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Loan.

5. The Lender acknowledges that (a) the Loan (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Loan and that none is likely to develop. The Lender understands and acknowledges that (a) the Loan is not intended to be a security, (b) the Lender will treat the Loan as a loan and not a security for accounting purposes, and (c) the Loan will neither be assigned a CUSIP number nor made DTC eligible.

6. The Lender is acting solely for its own account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Borrower (including to any financial advisor or any placement agent engaged by the Borrower) with respect to the structuring or delivery of the Loan. The Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transactions relating to the structuring or delivery of the Loan and the discussions, undertakings, and procedures leading thereto. Each of the Borrower and its loan placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Borrower's financial advisor or loan placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's loan placement agent, with respect to any such matters. The transactions between the Borrower and the Lender are arm's-length, commercial transactions in which the Lender is acting and has acted solely as a principal and for its own interest, and the Lender has not made recommendations to the Borrower with respect to the transactions relating to the Loan.



TRUIST FINANCIAL CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**(Weld County, Colorado)**  
**General Obligation Loan**  
**Series 2022**

**CERTIFICATE OF PLACEMENT AGENT**

**June 30, 2022**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”), hereby certifies in connection with the Frederick-Firestone Fire Protection District, Weld County, Colorado General Obligation Loan, Series 2022, dated as of June 30, 2022 (the “Loan”), as evidenced by the promissory note in the aggregate principal amount of \$19,680,000 (the “Note”) issued by the District to Truist Bank, a North Carolina banking corporation (capitalized terms used herein and not defined shall have the respective meanings set forth in the Tax Compliance Certificate of the District, dated June 30, 2022 (the “Tax Certificate”)):

1. The par amount of the Loan and the Note is \$19,680,000.
2. The Yield on the Loan, calculated by Placement Agent in accordance with the provisions of the Tax Certificate, is 3.0980%.
3. The Weighted Average Maturity of the Loan is 11.2095 years.
3. We understand that this Certificate will be relied on by the District and by Kline Alvarado Veio, P.C. in rendering its opinion that interest in connection with the Loan and the Note is excluded from gross income of the recipients thereof for purposes of federal taxation under existing laws, regulations, rulings and judicial decisions.
4. The undersigned is duly authorized by all applicable laws, rules, regulations and corporate documents to make the representations contained herein.

WITNESS my hand as of the date first written above.

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By: Alan T. Madry  
Title: Managing Director

## **Wire Transfer Agreement**

This Wire Transfer Agreement is dated as of June 30, 2022 (this “Agreement”) and is by and between Frederick-Firestone Fire Protection District (the “Borrower”) and TRUIST BANK (“Lender”).

### **RECITALS**

The Borrower is, simultaneously with the execution and delivery of this Agreement, executing a Promissory Note, dated June 30, 2022 hereof (the “Note”), and delivering the same to the Lender. The purpose of the Note is to evidence the Lender’s advance of \$19,680,000 pursuant to the terms of Resolution No. 2022-04 adopted by the Board of Directors of the District on June 13, 2022 (the “Resolution”) and the terms of a related Final Terms Certificate executed by the Fire Chief of the District on June 30, 2022 (the “Final Terms Certificate, and together with the Resolution and the Note, collectively, the “Contract”), to enable the Borrower to finance the Project (as defined in the Resolution”) and to pay related financing costs.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Lender and the Borrower hereby agree to the following:

**Section 1. Wire Transfer Requirements.** In the event a wire transfer is made by Lender to disburse funds as contemplated by the Contract (a “Disbursement”), said wire transfer shall be delivered as directed in a written “Disbursement Authorization” provided to Lender by a representative of the Borrower, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, bond counsel, the Borrower’s legal counsel, the Borrower’s financial advisor or other designated representative.

**Section 2. Verification Procedures.** Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Borrower, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Lender. The Borrower shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Lender immediately.

**Section 3. Payee Identification.** The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary’s account name and account number and beneficiary’s physical address, together with other information requested by Lender (collectively, “Remittance Instructions”). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Borrower acknowledges that Lender may make payment on the basis of the

account number alone, that Lender is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.

**Section 4. Duty to Reconcile Written Confirmation.** Upon request from a representative of the Borrower, Lender shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Borrower agree that ten (10) business days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.

**Section 5. Unauthorized Payments.** Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 2, it shall be binding on the Borrower if Lender acted in good faith in making such Disbursement.

**Section 6. Recordation.** Lender may record any telephone conversation between Lender and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.

**Section 7. Indemnification and Hold Harmless.** If Lender complies with the provisions of this Agreement, the Borrower agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Contract.

**Section 8. Applicable Law.** All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.



**FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT**

By: *Edward G. Weimer*

Name: Edward G. Weimer

Title: President

Attest:

By: *Kathryn Maselbas*

Name: Kathryn Maselbas

Title: Secretary

**TRUIST BANK**

By: \_\_\_\_\_

Name: William B. DaSilva

Title: Director

WIRE TRANSFER AGREEMENT, DATED AS OF JUNE 30, 2022

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

**FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT**

[SEAL]

By: \_\_\_\_\_

Name: Edward G. Weimer

Title: President

Attest:

By: \_\_\_\_\_

Name: Kathryn Maselbas

Title: Secretary

**TRUIST BANK**

By:  \_\_\_\_\_

Name: William B. DaSilva

Title: Director

WIRE TRANSFER AGREEMENT, DATED AS OF JUNE 30, 2022

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**(Weld County, Colorado)**  
**General Obligation Loan**  
**Series 2022**

**DELIVERY CERTIFICATE AND CROSS RECEIPT**

**June 30, 2022**

This Delivery Certificate and Cross Receipt (this “Certificate”) is being delivered by the undersigned authorized representatives of FREDERICK-FIRESTONE FIRE PROTECTION DISTRICT, Weld County, Colorado (the “District”) and TRUIST BANK, a North Carolina banking corporation, as lender (the “Lender”) in connection with the above-captioned General Obligation Loan, Series 2022 (the “Loan”), as evidenced by a promissory note in the aggregate principal amount of \$19,680,000 (the “Note”), issued by the District to the Lender. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the resolution of the District authorizing the Loan and the Note, as finally adopted on June 13, 2022 (the “Resolution”) and supplemented by the Final Terms Certificate dated June 30, 2022 (the “Final Terms Certificate”).

The undersigned hereby represent and certify that we are, respectively, duly authorized by all applicable laws, rules, regulations, and corporate documents to make the representations contained herein. The District hereby further certifies as to the matters set forth in paragraphs (1), through (3) below, and the Lender hereby further certifies as to the matters set forth in paragraphs (1) and (2) below.


1. The Lender acknowledges and confirms that the Note in the principal amount of \$19,680,000 was fully executed by the District and delivered to the Lender as a single physical Note.
2. On the date hereof, the Lender paid to the District, in immediately available funds, moneys in the amount of \$19,680,000 (representing the par amount of the Loan) as payment of the purchase price for the Note. The District acknowledges receipt of the full purchase price of the Note from the Lender.
3. The District will use the proceeds of the Loan as follows: (i) \$19,463,580 will be applied to the payment of the Project; and (ii) \$216,420 will be applied to the payment of costs of issuance associated with the Loan and the Note.

[Remainder of Page Left Intentionally Blank]



IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the date first written above.

FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT, Weld County,  
Colorado

By:   
Edward G. Weimer, President

TRUIST BANK, a North Carolina banking  
corporation

By: \_\_\_\_\_  
William B. DaSilva, Director

[Signature page to Delivery Certificate and Cross Receipt]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the date first written above.

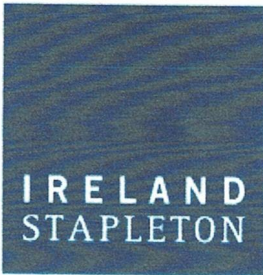
FREDERICK-FIRESTONE FIRE  
PROTECTION DISTRICT, Weld County,  
Colorado

By: \_\_\_\_\_  
Edward G. Weimer, President

TRUIST BANK, a North Carolina banking  
corporation

By:  \_\_\_\_\_  
William B. DaSilva, Director

[Signature page to Delivery Certificate and Cross Receipt]



717 17th Street, Suite 2800  
Denver, Colorado 80202  
303 • 623 • 2700 (phone)

June 30, 2022

Frederick-Firestone Fire Protection District  
Weld County, Colorado

Truist Bank  
Charlotte, North Carolina

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**Weld County, Colorado**  
**General Obligation Loan and Note, Series 2022**

Ladies and Gentlemen:

We have acted as counsel to Frederick-Firestone Fire Protection District ("***District***") in connection with the District's incurrence of a General Obligation Loan, Series 2022, in the aggregate principal amount of \$19,680,000 ("***Loan***"), as evidenced by a promissory note, dated of even date herewith ("***Note***"), issued by the District directly to Truist Bank, a North Carolina banking corporation ("***Lender***"). The incurrence of the Loan and the issuance of the Note are authorized by the District pursuant to an authorizing resolution ("***Resolution***") of the Board of Directors of the District ("***Board***") adopted on June 13, 2022, as supplemented by a Final Terms Certificate dated June 30, 2022 ("***Final Terms Certificate***"). In connection with this transaction, we have also reviewed the Omnibus Certificate issued by the District ("***Omnibus Certificate***") and the Delivery Certificate and Cross Receipt ("***Delivery Certificate and Cross Receipt***") between the District and the Lender and the Wire Transfer Agreement between the District and the Lender ("***Wire Transfer Agreement***"). The Resolution, the Note, the Final Terms Certificate, the Wire Transfer Agreement, and the Delivery Certificate and Cross Receipt are collectively referred to as the "***Transaction Documents***". Capitalized terms not defined herein shall have same meaning as in the Resolution. We are not counsel for individual directors of the District or any other parties in the transaction contemplated in the Transaction Documents. The opinions stated herein are given in our limited capacity as legal counsel to the District for general matters.

In rendering this opinion we have, with your permission, relied on the District's representations as to the factual matters set forth in the Transaction Documents and the Omnibus Certificate and assumed, without investigation, verification or inquiry that:

1. The Lender is banking corporation duly organized and validly existing under the laws of the State of North Carolina;

2. The Lender has the necessary right, power and authority to execute and deliver, and perform its obligations under, the Wire Transfer Agreement; the transaction contemplated by the Wire Transfer Agreement has been duly authorized by the Lender; and, the Wire Transfer Agreement constitutes a legal, valid and binding obligation of the Lender enforceable against the Lender in accordance with its terms and the Lender will duly perform its obligations thereunder;

3. The Wire Transfer Agreement and the Delivery Certificate and Cross Receipt have been duly executed, delivered, and accepted by the Lender;

4. The Note has been duly accepted by the Lender;

5. There is no oral or written agreement, understanding, course of dealing or usage of trade that affects the rights and obligations of the parties set forth in the Transaction Documents, or that would have an effect on the opinion expressed herein; all material terms and conditions of the relevant transactions between the District and the Lender are correctly and completely reflected in the Transaction Documents; there has been no waiver of any of the provisions by conduct of the parties or otherwise; and all representations and warranties made by the District in the Transaction Documents and Omnibus Certificate are true and accurate in all respects;

6. All natural persons who are signatories to the Transaction Documents were legally competent at the time of execution; all signatures on the Transaction Documents are genuine; the copies of all documents submitted to us are accurate and complete, each such document that is original is authentic and each such document that is a copy conforms to an authentic original; and the documents executed and delivered by the parties are in substantially the same form as the forms of those documents that we have reviewed in rendering this opinion;

7. There has been no mutual mistake of fact or misunderstanding, or fraud, duress or undue influence, in connection with the negotiation, execution or delivery of the Transaction Documents; the conduct of all parties to the Transaction Documents has complied with any requirements of good faith, fair dealing and conscionability; and, the Resolution remains in full force and effect on the date hereof and has not been amended, restated, modified, supplemented or repealed, except as set forth in the Final Terms Certificate;

8. All judgments, orders, decrees, agreements and instruments would be interpreted in accordance with their plain meaning and that the meaning of terms in such agreements and instruments would be what lawyers generally understand them to mean under Colorado law; neither the District nor any other party to the Transaction Documents will in the future take any discretionary action (including a decision not to act) permitted under any Transaction Document that would result in a violation of law or constitute a breach or default under any judgment, order, decree, agreement or instrument; the District will obtain all permits, consents, and governmental

approvals required in the future, and take all actions required, which are relevant to subsequent performance of the transactions contemplated under the Transaction Documents; and, all parties to the Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents; and,

9. The District has received adequate consideration with respect to the execution and delivery of the Transaction Documents.

Based upon the foregoing, but subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

a. The District is a political subdivision of the State, organized in conformance with the Colorado Special District Act, C.R.S. § 32-1-101, *et seq.*, as amended, and has the power and authority to (i) enter into the Transaction Documents and (ii) execute and perform its obligations under the Transaction Documents;

b. The District is not required by law to amend its Service Plan to effectuate the execution and performance of its obligations under the Transaction Documents;

c. To our knowledge, the Board members and the Board officers have been duly elected or appointed, and are qualified to serve as such;

d. The Board has duly authorized and adopted the Resolution, which complies in all material respects with the Board's procedural rules and the requirements of State law, and the Resolution has not been modified or repealed by the Board since its adoption, except as set forth in the Final Terms Certificate;

e. The Transaction Documents have been duly authorized, executed and delivered by and on behalf of the District and are valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as qualified therein and herein;

f. To our knowledge, there is no pending action, suit, proceeding or investigation at law or in equity before or by any court, public board or body in which the District is a party or has been served with actual notice in which an adverse decision could have a material adverse effect on the business, operations or condition (financial or otherwise) of the District or the ability of the District to perform its obligations under the Transaction Documents; nor, to our knowledge is there any action threatened against the District, wherein an unfavorable decision, finding or ruling would materially adversely affect the transactions contemplated by the Transaction Documents;

g. Assuming the incurrence of the Loan and the issuance of the Note are exempt from registration under federal and State law, no additional or further approval, consent or authorization of any State governmental or public agency or authority not already obtained is required by the District in entering into and performing its obligations under the Transaction

Documents (other than as necessary for the District to continue its business as currently conducted and as required by law); and,

h. To our knowledge, the execution and delivery of the Transaction Documents, and compliance with the provisions thereof, will not conflict with, result in the breach of any provision of, or constitute a default under or create any lien under, any indenture, commitment, agreement or instrument to which the District is a party or by which it is bound, or under any judgment, order or decree known to us to which the District (or any of its officers in their respective capacities as such) is subject.

The foregoing opinion is subject to the following additional assumptions and qualifications:

i. Wherever we indicate that our opinion with respect to the existence or absence of facts is "to our knowledge" or the like, our opinion is, with your permission, based solely on the District's representations of such facts, and the current conscious awareness of facts or other information of the attorneys currently with our firm who have represented the District in connection with the transactions contemplated by the Transaction Documents.

ii. Our opinion is limited by:

A. Applicable bankruptcy, receivership, reorganization, insolvency, moratorium, fraudulent conveyance or transfer, and other laws and judicially developed doctrines relating to or affecting creditors' (or secured creditors') rights and remedies generally;

B. General principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and limitations on the availability of specific performance, injunctive relief and other equitable remedies;

C. The possibility that certain rights, remedies, waivers, and other provisions of the Transaction Documents may not be enforceable; nevertheless, such unenforceability will not render the Transaction Documents invalid as a whole or preclude the realization of the principal legal rights and benefits afforded therein;


D. The requirement that the enforcing party act in a commercially reasonable manner and in good faith in exercising its rights under the Transaction Documents; and,

E. We have not examined the records of the Lender, the District, any court, any public, quasi-public, private or other office in any jurisdiction, or the files of our firm, and our opinion is subject to matters that an examination of such records would reveal.

This opinion is based, as to matters of law, solely on applicable provisions of Colorado law (but not including any statutes, ordinances, administrative decisions, rules or regulations of any political subdivision of the State of Colorado) in effect on the date hereof as they presently apply, and we express no opinion as to any federal, other State or local laws, statutes, ordinances, rules

or regulations. We also express no opinion as to any federal or state securities laws or regulations, antitrust or unfair competition laws or regulations, banking, usury, or tax laws or regulations. In particular, our review was not for the purpose of rendering tax advice, and we have not reviewed and provide no opinion with respect to any tax-related issues, matters or documents, including the Tax Compliance Certificate. This opinion is given as of the date hereof, and is intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the Lender of any change in circumstances occurring after the date hereof that would alter the opinion rendered herein.

This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. The above opinion is for the sole benefit of the Lender, and can only be relied upon by the Lender, or any permitted assignee of the Lender under the Transaction Documents. This opinion may not be used or relied upon for any other purpose, relied upon by any other party, or filed with or disclosed to any governmental authority other than a court in connection with the enforcement or protection of the rights or remedies of the Lender under the Transaction Documents, without our prior written consent.

*Ireland Simplem  
Pryor and Passio, P.C.*  




June 30, 2022

Frederick-Firestone Fire Protection District  
Weld County, Colorado

Truist Bank  
Charlotte, North Carolina

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**Weld County, Colorado**  
**General Obligation Loan and Note, Series 2022**

Ladies and Gentlemen:

We have acted as bond counsel to Frederick-Firestone Fire Protection District, in Weld County, Colorado (the “District”), in connection with incurrence of indebtedness in the form of a loan in the principal amount of \$19,680,000 (the “Loan”), which Loan is payable to the provider thereof, Truist Bank (the “Lender”), a North Carolina banking corporation. In connection with the Loan, the District has executed and delivered to the Lender a promissory note evidencing the Loan (the “Note”), all dated of even date herewith.

The incurrence of the Loan and the issuance of the Note are authorized by the District pursuant to an authorizing resolution of the Board of Directors of the District adopted on June 13, 2022, as supplemented by a Final Terms Certificate dated June 30, 2022 (collectively, the “Authorizing Resolution”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them by the Authorizing Resolution.

In our capacity as bond counsel, we have examined the Authorizing Resolution and the Note, the certified record of proceedings of the District authorizing the same, certain certificates signed by officers of the District, the Lender, and others, the constitution and laws of the State of Colorado in effect as of the date hereof, and such other documents, records, and matters of law as we have deemed necessary as a basis for the opinions hereinafter expressed. Regarding questions of fact material to our opinions, we have relied upon the District’s certified proceedings and other representations and certifications of the Lender, public officials, and others furnished to us without undertaking to verify the same by independent investigation. We have assumed the



genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as certified, conformed, or facsimile copies.

Based upon the foregoing examination and subject to the limitations, assumptions, and qualifications set forth herein, we are of the opinion as follows:

1. The Authorizing Resolution and the Note have been duly authorized, executed, and delivered by the District and constitute valid and binding general obligations of the District, legally enforceable against the District in accordance with their respective terms.

2. All of the taxable property of the District is subject to the levy of an ad valorem tax, without limitation as to rate, and in amount sufficient to pay the principal of and interest on the Loan.

3. So long as there has been no Determination of Taxability, interest on the Loan is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion set forth in the first sentence of this paragraph assumes compliance by the District with requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the incurrence of the Loan and issuance of the Note in order that the interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The District has certified, represented and covenanted its compliance with such requirements. Failure to comply with certain of such requirements could cause a Determination of Taxability and the interest on the Loan to be included in gross income for federal income tax purposes, retroactive to the date of incurrence of the Loan and issuance of the Note. We express no opinion regarding other federal tax consequences arising with respect to the Loan or Note.

4. Interest on the Loan is excludable from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect as of the date hereof. We express no opinion regarding other State or local tax consequences arising with respect to the Loan or Note, including whether interest on the Loan is exempt from taxation under the laws of any jurisdiction other than the State of Colorado.

The opinions expressed above are subject to the following limitations and qualifications:

The obligations incurred by the District pursuant to the Authorizing Resolution and the Loan may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

Frederick-Firestone Fire Protection District  
Truist Bank  
June 30, 2022  
Page 3

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy, or completeness of any statements made in connection with any offer of the Loan to the Lender, or upon any federal or state tax consequences arising from the receipt or accrual of interest on the Loan or the ownership or disposition of the Loan or the Note, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. This opinion letter is solely for your benefit in connection with the original execution and delivery of the Authorizing Resolution and the Note, and may not be relied upon by you for any other purpose or relied upon by any other party without the prior written consent of this firm. Furthermore, the inclusion of the Lender as an addressee of this letter does not, and is not intended to, create or imply an attorney-client relationship between our firm and the Lender. In connection with the execution and delivery of the Authorizing Resolution and the Note, the Lender has been represented by its own independent counsel, Sherman & Howard L.L.C.

Sincerely,

*Kline A. Varado Veid, P.C.*

**\$19,680,000**  
**Frederick-Firestone Fire Protection District**  
**General Obligation Loan, Series 2022**

**CLOSING STATEMENT**

1. **Date of Closing:** Thursday, June 30, 2022
2. **Location of Closing:** The closing for the Frederick-Firestone Fire Protection District (the “District”), General Obligation Loan, Series 2022 (the “Series 2022 Loan”) will be communicated and completed via email on the day of closing.

3. **Sources and Uses:**

**Sources:**

Loan Proceeds:	
Par Amount	19,680,000.00
	19,680,000.00

**Uses:**

Project Fund Deposits:	
Project Fund	19,463,580.00
Cost of Issuance:	
Special Counsel	76,000.00
Placement Agent	127,920.00
Lender's Counsel	12,500.00
	216,420.00
	19,680,000.00

4. On the morning of closing, Truist Bank (the “Lender”) will initiate four wires totaling **\$19,680,000**, as detailed below:

<b>Wire to:</b>	<b>Amount</b>
a. The District	\$19,463,580.00
b. Kline Alvarado Veio (“Special Counsel”)	76,000.00
c. Stifel (“Placement Agent”)	127,920.00
d. Sherman & Howard (“Lender’s Counsel”)	12,500.00
<b>Total</b>	<b>\$19,680,000.00</b>

- a. The Lender will wire **\$19,463,580.00** to the District to be applied for the payment of the Project, per the following instructions:

Wire amount:	\$19,463,580.00
Routing number:	101000695
Bank name:	UMB Bank, N.A.
Beneficiary account number:	9872567870
Beneficiary account name:	COLOTRUST
Beneficiary physical address:	8426 Kosmerl Place Frederick, CO 80504
FFC:	CO-01-1379-8007 General Obligation Loan Series 2022 Frederick-Firestone Fire Protection District
ACH Company ID:	1840968633

- b. The Lender will wire **\$76,000.00** to the Special Counsel as part of the cost of issuance, per the following instructions:

Wire amount:	\$76,000.00
Routing number:	121000248
Bank name:	Wells Fargo Bank, N.A.
Credit account:	9836307174
Beneficiary account name:	Kline Alvarado Veio, P.C
Beneficiary physical address:	1775 Sherman Street, Suite 1790 Denver, CO 80203
Attn:	Brent J. Kline, Esq.

- c. The Lender will wire \$127,920.00 to the Placement Agent as part of the cost of issuance, per the following instructions:

Wire amount:	\$127,920.00
Routing number:	026009593
Bank name:	Bank of America, New York, N.A.
Credit account:	4451211211
Beneficiary account name:	Stifel, Nicolaus & Company, Incorporated
Beneficiary physical address:	501 North Broadway St. Louis, MO 63102
Ref account name:	Public Finance -- P11858-765 Frederick-Firestone Fire Protection Dist, GO Loan, S2022
Attn:	Brittany Palmer, Chelsea Renner & Angela Ocker, Corporate Accounting

- d. The Lender will wire **\$12,500.00** to the Lender's Counsel as part of the cost of issuance, per the following instructions:

Wire amount:	\$12,500.00
Routing number:	102000607
Bank name:	BOK Financial
Credit account:	3037584
Beneficiary account name:	Sherman & Howard LLC – Operating Account
Beneficiary physical address:	675 Fifteenth Street, Suite 2300 Denver, Colorado 80202-3622

5. Please contact Stifel with any questions prior to closing:

Stacey Mast            (303) 291-5299



**FORM DLG-32**  
**Notice of Special District Authorization or**  
**Issuance of General Obligation Indebtedness**  
**(CRS 32-1-1604)**

<b>Name of District:</b>	
<b>Principal Amount:</b>	
<b>Average Interest Rate:</b>	
<b>Name of Bond Issue:</b>	
<b>Credit Enhancement:</b>	
<b>Rating and Rating Agency:</b>	
<b>Dated as of:</b>	
<b>Final Maturity Date:</b>	
<b>Name and Address of Underwriter:</b>	
<b>Name and Address of Bond Counsel:</b>	
<b>Name, Address &amp; Phone of District Contact Person:</b>	

District is required to record with the **County Clerk and Recorder** within **30 days of Authorization or Issuance**. A copy should be sent to the **Division of Local Government**.

(Rev. 4/19)

