

MOUNTAIN BROOK METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://mountainbrookmd.com>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Kevin Mulshine	President	2023/May 2023
Kenneth Spencer	Treasurer	2023/May 2023
Conley Smith	Secretary	2023/May 2023
VACANT		2025/May 2023
VACANT		2025/May 2023

DATE: October 24, 2022
TIME: 9:00 a.m.
PLACE: Zoom

Join Zoom Meeting
<https://us02web.zoom.us/j/86501449946?pwd=dWxBRUZsMVFBclRITThPOEh0NDQwQT09>
Meeting ID: 865 0144 9946
Passcode: 665846
Call In: 1-669-900-6833

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of meeting and posting of notices.

II. *CONSENT AGENDA - These items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board. **Enclosures included in electronic packets only; hard copies available upon request.**

- Review and approve the Minutes of the August 22, 2022 Regular Meeting (enclosure).
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III. PUBLIC COMMENTS

A. _____

V. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims as follows (to be distributed):

Fund	Period Ending Sept. __, 2022
General	\$ _____
Debt	\$ -0-
Capital	\$ -0-
Total	\$ _____

B. Review and accept unaudited financial statements through the period ending _____ (to be distributed).

C. Consider engagement of _____ for preparation of 2022 Audit, in the amount of \$_____ (to be distributed).

D. Conduct Public Hearing to consider Amendment to 2022 Budget (if necessary) and consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures.

E. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund, Debt Service Fund, and Other Fund(s) (enclosures – preliminary AV, draft 2023 Budget, and Resolutions).

F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

G. Consider appointment of District Accountant to prepare the 2024 Budget, and set the date of the Budget Hearing.

VI. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2022-10-03__, Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 24, 2023. Discuss the need for ballot issues and/or questions.

 - B. Consider adoption of Resolution No. 2022-10-05, 2023 Annual Administrative Matters Resolution (enclosure).
 - C. Consideration and Approval of Resolution No. 2022-10-06 2023 Meeting Resolution (enclosure).
 - D. Consideration and Approval of Third Amendment to 2020 Funding and Reimbursement Agreement with Mountain Brook Partners, LLC, and in connection therewith, Refunding the 2021 Subordinate Promissory Note and Issuance of New Subordinate Promissory Note to Mountain Brook Partners, LLC (enclosure).
 - E. Consideration and Approval of Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement with Mountain Brook Partners, LLC, and in connection therewith, Refunding the 2021 Subordinate Promissory Note and Issuance of New Subordinate Promissory Note to Mountain Brook Partners, LLC (enclosure).
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VII. CAPITAL IMPROVEMENT MATTERS

- A. Consider Approval of Bid Award Recommendation for Mountain Brook Filing 1 & 2 Subdivision Public Landscape Improvements.

 - B. Discuss and consider approval of Reimbursement Agreement and Construction Acceptance by the City of Longmont.
-

VIII. OTHER BUSINESS

- A. _____
-

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 26, 2022**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD AUGUST 22, 2022

The regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, the 22nd day of August, 2022, at 9:00 a.m. The District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Kevin Mulshine, President
Kenneth Spencer, Treasurer
Conley Smith, Secretary

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; Planning Manager, City of Longmont

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval a proposed agenda for the District meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Mulshine and, upon vote unanimously carried, the agenda was approved, as presented.

RECORD OF PROCEEDINGS

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Mulshine and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

CONSENT AGENDA **Consent Agenda:** The Board considered the following actions:

- Approve the Minutes of the June 27, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

PUBLIC COMMENTS There were no public comments.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending Aug. 16, 2022
General	\$ 131,641.33
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 131,641.33

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

Unaudited Financial Statements: Ms. Wheeler reviewed with the Board the unaudited quarterly financial statements of the District through the period ending June 30, 2022.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2022.

LEGAL MATTERS

There were no legal matters to discuss at this time.

CAPITAL IMPROVEMENT MATTERS

Bid Award Recommendation for Mountain Brook Filing 1 & 2 Subdivision Public Landscape Improvements: The Board considered the Bid Award Recommendation for Mountain Brook Filing 1 & 2 Subdivision Public Landscape Improvements. No action was taken at this time.

OTHER BUSINESS

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the meeting was continued to August 29, 2022 at 11:30 a.m.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Smith, and seconded by Director Spencer, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD AUGUST 22, 2022

The regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, the 22nd day of August, 2022, at 9:00 a.m. The District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Kevin Mulshine, President
Kenneth Spencer, Treasurer

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

CAPITAL IMPROVEMENT MATTERS

Bid Award Recommendation for Mountain Brook Filing 1 & 2 Subdivision Public Landscape Improvements: The Board considered the Bid Award Recommendation for Mountain Brook Filing 1 & 2 Subdivision Public Landscape Improvements.

Mr. Mulshine reported that the District was unable to come to reasonable terms with the entity that submitted the proposal. No action was taken.

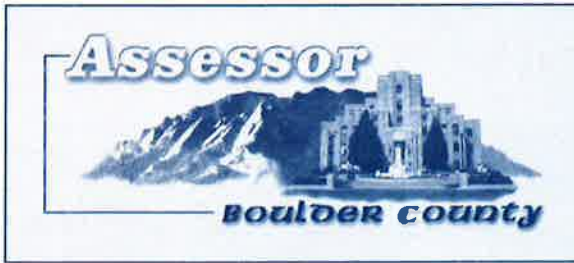
RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made and seconded, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting



Cynthia Braddock

PO Box 471, 13th and Pearl
Boulder, Colorado 80306-0471

Phone: (303) 441-3530

FAX: (303) 441-4996

www.BoulderCountyAssessor.org



August 24, 2022

Mountain Brook Metropolitan District
Icenogle Seaver Pogue
4725 S Monaco St Ste 360
Denver, CO 80237

This is to certify that, as of August 24th, per C.R.S. 39-5-128(1) the assessed value of the Mountain Brook Metropolitan District, for the purpose of taxation for the year 2022 is:

3,896,112

This valuation is subject to change by the County Board of Equalization (C.R.S. 39-8-107(2)), the State Board of Assessment Appeals (C.R.S. 39-2-125), the State Board of Equalization (C.R.S. 39-9-103), and the correction of errors by the Assessor or Treasurer (C.R.S. 39-5-125.2).

Values listed in the enclosed Certification letter are **preliminary values and should not be used to determine your budget and/or mill levy for next year.**

If you have any questions about the value or other information on this letter, need to update your district contact information please contact Erin Gray at egray@bouldercounty.org.

Sincerely,

Cynthia Braddock
Boulder County Assessor

County Tax Entity Code 076101

**CERTIFICATION OF VALUATION BY
BOULDER COUNTY ASSESSOR**

DOLA LGID/SID _____ / _____

MBMD

New Tax Entity YES NO

Date: August 24, 2022

NAME OF TAX ENTITY: MOUNTAIN BROOK METROPOLITAN DISTRICT

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR :

1. PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION:	1. \$	<u>\$357,596</u>
2. CURRENT YEAR'S GROSS TOTAL ASSESSED VALUATION: ‡	2. \$	<u>\$3,896,112</u>
3. <u>LESS</u> TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	<u>\$0</u>
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	<u>\$3,896,112</u>
5. NEW CONSTRUCTION: *	5. \$	<u>\$0</u>
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	<u>\$0</u>
7. ANNEXATIONS/INCLUSIONS:	7. \$	<u>\$0</u>
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	<u>\$0</u>
9. NEW PRIMARY OIL AND GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.) ◊:	9. \$	<u>\$0</u>
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	<u>\$0</u>
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a),C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$	<u>\$9,914</u>

‡ This value reflects personal property exemption IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
 * New Construction is defined as: Taxable real property structures and personal property connected with the structure.
 ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use forms DLG52 & 52A.
 ◊ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form (DLG 52B).

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART. X, SEC.20, COLO.CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	<u>\$13,651,801</u>
ADDITIONS TO TAXABLE REAL PROPERTY		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	<u>\$0</u>
3. ANNEXATIONS/INCLUSIONS:	3. \$	<u>\$0</u>
4. INCREASED MINING PRODUCTION: §	4. \$	<u>\$0</u>
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	<u>\$0</u>
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	<u>\$0</u>
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. \$	<u>\$0</u>

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	<u>\$230,500</u>
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	<u>\$0</u>
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	<u>\$0</u>

¶ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.
 * Construction is defined as newly constructed taxable real property structures.
 § Includes production from a new mines and increase in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ \$0

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ \$0

** The tax revenue lost to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

DLG 57 (Rev. 6/21)

Mountain Brook Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	8,437	17,880	2,320	17,880	194,806
Specific ownership taxes	418	894	377	750	9,740
Interest Income	253	-	23	50	-
Developer advances	14,417	49,176	18,927	33,369	-
Total revenues	<u>23,525</u>	<u>67,950</u>	<u>21,647</u>	<u>52,049</u>	<u>204,546</u>
Total funds available	<u>23,525</u>	<u>67,950</u>	<u>21,647</u>	<u>52,049</u>	<u>204,546</u>
Expenditures:					
Audit/Accounting	4,218	12,000	3,598	12,000	12,000
Election	-	5,000	-	-	1,000
Insurance/ SDA Dues	1,427	3,500	3,281	3,281	3,500
Legal	11,149	25,000	10,525	25,000	35,000
Management	6,526	10,000	4,044	10,000	15,000
Miscellaneous	75	-	164	1,500	-
Treasurer's Fees	130	268	35	268	2,922
Contingency	-	10,509	-	-	133,041
Emergency Reserve	-	1,673	-	-	2,083
Total expenditures	<u>23,525</u>	<u>67,950</u>	<u>21,647</u>	<u>52,049</u>	<u>204,546</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 357,596</u>			<u>\$ 3,896,112</u>
Mill Levy		<u>50.000</u>			<u>50.000</u>

Mountain Brook Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ 8,910,000	\$ 8,550,565	\$ 8,550,565	\$ 8,380,903
Revenues:					
Developer advances	-	-	-	-	-
Interest income	-	90,000	19,107	80,338	75,000
Bond Proceeds	<u>11,645,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>11,645,000</u>	<u>90,000</u>	<u>19,107</u>	<u>80,338</u>	<u>75,000</u>
Total funds available	<u>11,645,000</u>	<u>9,000,000</u>	<u>8,569,672</u>	<u>8,630,903</u>	<u>8,455,903</u>
Expenditures:					
Issuance costs	419,979	-	-	-	-
Capital expenditures	2,967	9,000,000	128,107	250,000	8,455,903
Transfer to Debt Service	<u>2,671,489</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>3,094,435</u>	<u>9,000,000</u>	<u>128,107</u>	<u>250,000</u>	<u>8,455,903</u>
Ending fund balance	<u>\$ 8,550,565</u>	<u>\$ -</u>	<u>\$ 8,441,565</u>	<u>\$ 8,380,903</u>	<u>\$ -</u>

Mountain Brook Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ 2,589,852	\$ 2,671,489	\$ 2,671,489	\$ 2,154,359
Revenues:					
Transfer from Capital Projects	2,671,489	-	-	-	-
Interest Income	<u>-</u>	<u>-</u>	<u>5,792</u>	<u>12,000</u>	<u>12,000</u>
Total revenues	<u>2,671,489</u>	<u>-</u>	<u>5,792</u>	<u>12,000</u>	<u>12,000</u>
Total funds available	<u>2,671,489</u>	<u>2,589,852</u>	<u>2,677,281</u>	<u>2,683,489</u>	<u>2,166,359</u>
Expenditures:					
Bond interest expense	-	529,813	250,193	523,130	545,875
Trustee / paying agent fees	<u>-</u>	<u>4,500</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>
Total expenditures	<u>-</u>	<u>534,313</u>	<u>256,193</u>	<u>529,130</u>	<u>551,875</u>
Ending fund balance	<u>\$ 2,671,489</u>	<u>\$ 2,055,539</u>	<u>\$ 2,421,088</u>	<u>\$ 2,154,359</u>	<u>\$ 1,614,484</u>
Assessed valuation		<u>\$ 357,596</u>			<u>\$ 3,896,112</u>
Mill Levy		<u>0.000</u>			<u>0.000</u>
Total Mill Levy		<u>50.000</u>			<u>50.000</u>

RESOLUTION NO. 2022 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Mountain Brook Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 11, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mountain Brook Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Mountain Brook Metropolitan District for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 11TH day of NOVEMBER, 2022.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Mountain Brook Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Mountain Brook Metropolitan District held on November 11, 2022.

By: _____
Secretary

RESOLUTION NO. 2022 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Mountain Brook Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on November 11, 2022; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2023 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Mountain Brook Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Boulder County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 11th day of November, 2022.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT
2023 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

WHEREAS, Mountain Brook Metropolitan District (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Boulder County, Colorado; and

WHEREAS, the Board of Directors (the “Board”) for the District consists of five (5) directors offices, and of those five directors offices, three directors were previously elected to the Board to each serve a term that expires in May 2023, and two directors offices remain vacant; and

WHEREAS, District elections to elect members to the Board of Directors (the “Board”) of the District and/or to present certain ballot questions to the eligible electors of the District are governed by the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Election Code”) (the Act, Uniform Code, and Local Government Election Code are collectively referred to herein as the “Election Laws”); and

WHEREAS, the next regular special district election to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 2, 2023 (the “Election”), in accordance with Section 1-13.5-111(1), C.R.S.; and

WHEREAS, in accordance with Election Laws, the Board desires to call the Election for the purposes of electing three (3) directors to the Board each to serve four year terms and two (2) directors to the Board each to serve two year terms;

WHEREAS, unless otherwise stated, each director elected to the Board in the Election will be elected to serve a four (4) year term pursuant to Section 32-1-305.5(3)(a), C.R.S.; and

WHEREAS, pursuant to Section 32-1-804(1), C.R.S., the Board shall govern the conduct of the Election and render all interpretations and make all decisions as to controversies or other matters arising in conducting the Election; and

WHEREAS, pursuant to Section 32-1-804(2), C.R.S., all powers granted by the Board by Part 8, Article 1 of Title 32, for the conduct of regular or special elections may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the designated election official; and

WHEREAS, pursuant to Section 1-13.5-108(1), C.R.S., the designated election official named by the Board shall render all interpretations and shall make all initial decisions as to controversies or other matters arising in operation of the Code; and

WHEREAS, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the designated election official for the Election and exercise all powers granted by the Board for the conduct of the Election; and

WHEREAS, Sections 1-13.5-501(1) & -(1.7), C.R.S., require that, between seventy-five (75) and one hundred (100) days before a regular election, the Designated Election Official shall provide public notice of a call for nominations for the election by two methods: (1) by emailing the notice to each active registered elector of the District as of the date that is one hundred fifty (150) days prior to the election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S., and (2) by any one of the following means: publication, as defined in Section 1-13.5-501(2), C.R.S.; including the notice as a prominent part of an informational mailing sent by the District to the eligible electors of the District; posting the information of the official website of the District; or, if permitted under Section 1-13.5-501(1.7)(b)(IV), C.R.S., posting the notice in at least three public places within the boundaries of the metropolitan district and in the office of the Clerk and Recorder of Boulder County; and

WHEREAS, Section 1-13.5-1104(2), C.R.S. requires the Designated Election Official to supervise the distributing, handling, and counting of ballots and the survey of returns, and to take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election; and

WHEREAS, Sections 1-11-103(3) & 32-1-104(1), C.R.S. require the District to certify to the Division the results of any elections held by the District and include the District's business address, telephone number, and contact person; and

WHEREAS, Section 1-13.5-513(1), C.R.S. provides that if the only matter before the electors in an election is the election of persons to office and if, at the close of business day on the sixty-third (63rd) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election, the Designated Election Official shall cancel the election and declare the candidates elected if so instructed by resolution of the governing body; and

WHEREAS, Section 1-11-103(3), C.R.S. provides that if an election is cancelled pursuant to § 1-13.5-513(1), C.R.S., the District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the "Division"); and

WHEREAS, the Board desires to call an election and set forth herein the procedures for conducting such election as authorized by the Election Laws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT THAT:

1. The Board hereby calls a regular election of the eligible electors of the District to be held on May 2, 2023 between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Election Laws, for the purpose of electing three (3) directors to each serve a four-year term on the Board and two (2) directors to each serve a two-year term on the Board. Such numbers may change due to one or more vacancies arising on the Board after the adoption of this

Resolution and prior to the Election. The Election shall be conducted as an independent mail ballot election pursuant to Part 11 of the Local Government Election Code and all other relevant provisions of the Code.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the Boulder County Clerk and Recorder's office and shall be primarily responsible for ensuring the proper conduct of the Election including, but not limited to, appointing election judges as necessary, appointing the Board of Canvassers, arranging for the required notices of the election and printing of ballots, and directing that all other appropriate actions be accomplished. The Board hereby directs the District's General Counsel to oversee the general conduct of the Election.

3. The Board hereby directs the Designated Election Official to provide public notice of a call for nominations for the Election in accordance with the requirements of Section 1-13.5-501, C.R.S., which shall include information regarding the director offices to be voted upon at the Election, where a self-nomination and acceptance form or letter may be obtained, the deadline for submitting the self-nomination and acceptance form or letter to the Designated Election Official, and information on obtaining an absentee ballot. The notice shall be emailed to each active registered elector of the District as specified in the registration list provided by the Boulder County Clerk and Recorder as of the date that is one hundred fifty (150) days prior to the date of the Election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S. In addition, public notice shall be provided by posting the information on the official website of the District.

4. Pursuant to Section 1-13.5-1002(1)(b), C.R.S., applications for absentee voter's ballots may be filed at the Designated Election Official's office (at such address noted in Paragraph 5 below), between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director in the District must file a self-nomination and acceptance form or letter, signed by the candidate and by an eligible elector of the State as a witness to the signature of the candidate, with the Designated Election Official no later than 5:00 P.M. on the day that is sixty-seven (67) days prior to the Election (February 24, 2023). On the date of signing the self-nomination and acceptance form or letter a candidate for director shall be an eligible elector of the District. Pursuant to Section 32-1-103(5), C.R.S., an "eligible elector" means a person who, at the designated time or event, is registered to vote in the State of Colorado and (i) who is a resident of the special district; or (ii) who, or whose spouse or civil union partner, owns taxable real or personal property situated within the boundaries of the special district, whether said person resides within the special district or not. A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district is considered an "owner" for purposes of this definition. Self-nomination and acceptance forms are available at the Designated Election Official's office located at 4725 S. Monaco St., Suite 360, Denver, Colorado 80237.

6. Pursuant to Sections 1-13.5-513(1) & (6), C.R.S., the Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63rd) day before the Election (February 28, 2023), there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to file cancellation notices with the Boulder County Clerk and Recorder's Office and with the Colorado Division of Local Government, to post notice of the cancellation in the office of the Designated Election Official, and to provide notice by publication of the cancellation of the election. The Designated Election Official also shall notify the candidates that the Election was cancelled and that they were elected by acclamation.

7. In accordance with Sections 1-11-103(3) & 32-1-104(1), C.R.S., the District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 1, 2023).

8. The Designated Election Official and the officers, agents, consultants, and employees, if any, of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, and directed toward holding the Election for the purposes stated herein are hereby ratified, approved, and confirmed.

10. All prior acts, orders, or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

11. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

12. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, and those costs incurred pursuant to the terms and conditions of an election agreement with the County, if any.

13. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 24TH DAY OF OCTOBER, 2022.

MOUNTAIN BROOK METROPOLITAN DISTRICT

By: Kevin Mulshine
Its: President

**MOUNTAIN BROOK METROPOLITAN DISTRICT
2022 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

WHEREAS, the Board of Directors (the “Board”) of the District are required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the District; and

WHEREAS, the Board desires to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the District; and

WHEREAS, the Board further desires to acknowledge and ratify herein certain actions and outstanding obligations of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Board directs the District Manager to prepare and file wither an accurate map either as specified by the Colorado Division of Local Government (the “Division”) or a notice that the District’s boundaries have not changed since the filing of the last map for the District, with the Division, the Boulder County Clerk and Recorder, and the Boulder County Assessor on or before January 1, 2023, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S, the Board directs legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the District; (ii) the principal address and mailing address of the District; (iii) the name of the District’s agent; and (iv) the mailing address of the District’s agent.

3. The Board directs legal counsel to prepare, no more than sixty (60) days prior to and not later than January 15, 2023, the District’s annual transparency notice containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notice to the eligible electors of the District in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notice with the Boulder County Board of County Commissioners, the Boulder County Assessor, the Boulder County Treasurer, the Boulder County Clerk and Recorder’s Office, the Longmont City Council (“City Council”), and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notice shall be made available for public inspection at the principal business office of the District.

4. The Board directs the District’s accountant to submit a proposed 2024 budget for the District to the Board on or before October 15, 2023, to schedule a public hearing on the proposed budget, prepare a final budget, and budget resolution, including certification of mill levies and amendments to the budget if necessary; to certify the mill levy to Larimer County Assessor on or before December 15, 2023; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. In the event additional real property is included into the boundaries of the District in the future, the District authorizes legal counsel to record the special district public disclosure document and a map of the new boundaries of the District concurrently with the recording of the order for inclusion in the Boulder County Clerk and Recorder's office, in accordance with Section 32-1-104.8(2), C.R.S.

6. The Board directs legal counsel to notify the City Council of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the District's Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. For any nonrated public securities issued by the District, the Board directs the District accountant to prepare and file with the Division on or before March 1, 2023, an annual information report with respect to any of the District's nonrated public securities which are outstanding as of the end of the District's fiscal year in accordance with Section 11-58-105, C.R.S.

8. The Board hereby authorizes the District's accountant to prepare and file an Audit Exemption and Resolution for approval of Audit Exemption with the Colorado State Auditor by March 31, 2023, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2023 and filed with the State Auditor by July 31, 2023.

9. The Board directs its staff to prepare the Unclaimed Property Act report and forward the report to the Colorado State Treasurer by November 1, 2023 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-401 *et seq.*, C.R.S.

10. The Board directs legal counsel to oversee the preparation of any continuing annual disclosure report required to be filed pursuant to a continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12.

11. The Board designates the Secretary of the District as the official custodian of "public records," as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and Special District Management Services, Inc.

12. The Board directs legal counsel to advise it on the requirements of the Fair Campaign Practices Act, Sections 1-45-101 *et seq.*, C.R.S., when applicable.

13. The Board directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District including, but not limited to, *The Longmont Times Call*.

14. The Board determines that each director shall not receive compensation for services as directors in accordance with Section 32-1-902(3)(a)(II), C.R.S.

15. The Board hereby determines that each member of the Board shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Board. Such forms shall be retained in the District's files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901, C.R.S., the Board directs legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure a surety bond for each Director, and to file copies of each with the Clerk of the Court and with the Division. Pursuant to Section 24-12-101(3), C.R.S., the Board directs legal counsel to further file copies of each with the Boulder County Clerk and Recorder.

16. The Board extends the current indemnification resolution, adopted by the Board on August 24, 2020, to allow the resolution to continue in effect as written.

17. Pursuant to Section 32-1-1101.5, C.R.S., the Board directs legal counsel to certify the results of any special district ballot issue elections to incur general obligation indebtedness by certified mail to the City Council and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever the District authorizes or incurs a general obligation debt, the Board authorizes legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the Larimer County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever the District incurs general obligation debt, the Board directs legal counsel to submit a copy of the recorded notice to the City Council within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

18. The Board directs legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the City Council, if requested, in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

19. The Board directs legal counsel to prepare and file the special district annual report in accordance with the District's Service Plan and Section 32-1-207(3)(c), C.R.S.

20. The Board has determined that legal counsel will file conflicts of interest disclosures provided by board members with the Colorado Secretary of State seventy-two (72) hours prior to each meeting of the Board, in accordance with Sections 32-1-902(3)(b) and 18-8-308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

21. The District is currently a member of the Special District Association ("SDA") and is insured through the Colorado Special Districts Property and Liability Pool. The Board directs the District Manager to pay the annual SDA membership dues and insurance premiums in a timely manner. The Board and District consultants will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

22. Pursuant to Section 32-1-104.5(3)(a), C.R.S., the Board hereby designates the District's official website as <https://mountainbrookmd.com>. The Board directs District management to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.

23. The Board members have reviewed the minutes from the November 11, 2021 through August 22, 2022 meetings of the Board, which minutes are attached hereto as Exhibit A. The Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken at said meetings.

24. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Board hereby declares that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.

25. The District hereby acknowledges, agrees and declares that the District's policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Sections 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the District's official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, "official custodian" means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The District hereby designates the District's accountant as its official custodian over public deposits.

26. The Board hereby authorizes the District's Manager to execute, on behalf of the District, any and all easement agreements pursuant to which the District is accepting or acquiring easements in favor of the District.

27. Unless otherwise authorized by the Board hereby authorizes the Board President of the District or the District Manager to approve any 2023 Task Orders, Work Orders, and Change Orders (individually, the "Order", collectively, the "Orders") for any District construction contract and service agreement (the "Contract"), provided, that any Order resulting in an increase in the Contract price to be paid by the District is within the District's approved budget. Any Orders approved by the Board President or District Manager will be ratified by the applicable District's Board at a subsequent meeting of the Board.

28. To the extent the District adopted a Declaration of Local Emergency Resolution, such resolution is hereby terminated.

(Signatures Begin on Next Page)

ADOPTED AND APPROVED THIS 24th DAY OF OCTOBER, 2022.

MOUNTAIN BROOK METROPOLITAN DISTRICT

By: _____
Kevin Mulshine, President

Signature Page to 2023 Annual Administrative Matters Resolution

CERTIFICATION OF RESOLUTION

I, Alan D. Pogue, General Counsel for Mountain Brook Metropolitan District (the “District”), do hereby certify that the annexed and foregoing Resolution is a true copy from the Records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, this 24th day of October, 2022.

(S E A L)

Alan D. Pogue, General Counsel

EXHIBIT A

**Minutes from the
November 11, 2021 through August 22, 2022
Meetings of the Board**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD NOVEMBER 11, 2021

The special meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, the 11th day of November, 2021, at 3:00 p.m. The District Board meeting was held by Zoom and at 700 Ken Pratt Blvd, Ste 113, Longmont, Colorado 80501. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Kevin Mulshine, President
Kenneth Spencer, Treasurer
Conley Smith, Secretary

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Sydney Burnett and Mike Ryan; Piper Sandler & Co.

Ken Guckenberger; Kutak Rock LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval a proposed Agenda for the District's special meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote unanimously carried, the agenda was approved, as presented.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of the Coronavirus (Covid-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held at 700 Ken Pratt Blvd, Ste 113, Longmont, CO 80501 and Zoom. The Board further noted that notice of this meeting format was duly posted and that they have not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within its boundaries.

CONSENT AGENDA **Consent Agenda:** The Board considered the following actions:

- Approve the Minutes of the June 28, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

PUBLIC COMMENTS There were no public comments.

BOND ISSUANCE **Resolution Approving the Issuance of Mountain Brook Metropolitan District's Limited Tax General Obligation Bonds, Series 2021⁽³⁾, in a maximum aggregate principal amount not to exceed \$15,000,000:** The Board entered into discussion regarding the Resolution Approving the Issuance of Mountain Brook Metropolitan District's Limited Tax General Obligation Bonds, Series 2021⁽³⁾, in a maximum aggregate principal amount not to exceed \$15,000,000.

Following discussion, upon motion duly made by Director Smith, seconded by Director Mulshine and, upon vote, unanimously carried, the Board authorized the Resolution Approving the Issuance of Mountain Brook Metropolitan District's Limited Tax General Obligation Bonds, Series 2021⁽³⁾, in a maximum aggregate principal amount not to exceed

RECORD OF PROCEEDINGS

\$15,000,000, and in connection therewith. The Board further approved the following and authorized the execution of the same: (i) Indenture of Trust with UMB Bank, n.a., (ii) Preliminary Limited Offering Memorandum and Limited Offering Memorandum, (iii) Bond Purchase Agreement with Piper Sandler & Co., (iv) Continuing Disclosure Agreement with Mountain Brook Partners, LLC, and UMB Bank, n.a., and (v) All Other Financing Documents Related to the Issuance of the Series 2021⁽³⁾ Bonds.

The Board further authorized Director Mulshine to sign the Agreement with the District Engineer once approved by legal counsel.

FINANCIAL MATTERS

Claims: There Board deferred discussion.

Financial Statements: There Board deferred discussion.

2021 Audit: The Board discussed the requirements for an audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board authorized the solicitation of audit proposals. The Board further authorize Director Mulshine to sign 2021 Audit Engagement letter, subject to legal review.

2021 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Spencer moved to adopt the Resolution to Amend 2021 Budget, Director Smith seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

2022 Budget Hearing: The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Ms. Wheeler reviewed the estimated 2021 expenditures and the proposed 2022 expenditures with the Board.

Following discussion, the Board considered the adoption of the Resolution No. 2021-11-03 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-11-04 to Set Mill Levies, for the General Fund at 50.000 Mills, Debt Service Fund at 0.000 Mills and Other Funds at 0.000 Mills for a total Mill Levy of 50.000. Upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the county on or before December 10, 2021. Ms. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County not later than December 15, 2021. Ms. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Manager to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board authorized the District Manager to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Public Hearing: The Board entered into discussion regarding setting the date for a Public Hearing to adopt the 2023 Budget.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the

RECORD OF PROCEEDINGS

Board determined to hold the public hearing to consider adoption of the 2023 Budget on October 24, 2022.

LEGAL MATTERS

Resolution No. 2021-11-02; Calling a Regular Election for Directors on May 3, 2023, Appointing the Designating Election Official (“DEO”), and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election: Attorney Cortese discussed with the Board Resolution No. 2021-11-02; Calling a Regular Election for Directors on May 3, 2023, Appointing the DEO, and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-02; Calling a Regular Election for Directors on May 3, 2022, Appointing the DEO, and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election.

Resolution No. 2021-11-03; 2022 Annual Administrative Matters Resolution: The Board reviewed Resolution No. 2021-11-03; 2022 Annual Administrative Matters Resolution.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-03; 2022 Annual Administrative Matters Resolution.

Resolution No. 2021-11-04; Amended and Restated Meeting Resolution: The Board reviewed Resolution No. 2021-11-04; Amended and Restated Meeting Resolution.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-04; Amended and Restated Meeting Resolution.

Resolution No. 2021-11-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note: The Board reviewed Resolution No. 2021-11-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note.

RECORD OF PROCEEDINGS

Resolution No. 2021-11-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note: The Board reviewed Resolution No. 2021-11-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Smith, and seconded by Director Spencer, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: Conley Smith
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD DECEMBER 8, 2021

The special meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, the 8th day of December, 2021, at 3:00 p.m. The District Board meeting was held by Zoom and at 700 Ken Pratt Blvd, Ste 113, Longmont, Colorado 80501. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Kevin Mulshine, President
Kenneth Spencer, Treasurer
Conley Smith, Secretary

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Sydney Burnett; Piper Sandler & Co.

Ken Guckenberger; Kutak Rock LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval a proposed Agenda for the District's special meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote unanimously carried, the agenda was approved, as presented.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board determined this District Board Meeting was held at 700 Ken Pratt Blvd, Ste 113, Longmont, CO 80501 and Zoom. The Board further noted that notice of this meeting format was duly posted and that they have not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within its boundaries.

CONSENT AGENDA **Consent Agenda:** The Board considered the following actions:

- Approve the Minutes of the June 28, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Consent Agenda, as presented.

PUBLIC COMMENTS There were no public comments.

BOND ISSUANCE **Resolution Approving the Issuance of Mountain Brook Metropolitan District's Limited Tax General Obligation Bonds, Series 2021⁽³⁾, in a maximum aggregate principal amount not to exceed \$15,000,000:** Mr. Guckenberger and Ms. Burnett reviewed with the board the structure of the bonds and an explanation of the various documents.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board authorized the Resolution Approving the Issuance of Mountain Brook Metropolitan District's Limited Tax General Obligation Bonds, Series 2021⁽³⁾, in a maximum aggregate principal amount not to exceed \$15,000,000, and in connection therewith. The Board further approved the following and authorized the execution of the same: (i) Indenture of Trust with UMB Bank, n.a., (ii) Preliminary Limited Offering Memorandum and Limited Offering Memorandum, (iii) Bond Purchase Agreement with Piper

RECORD OF PROCEEDINGS

Sandler & Co., (iv) Continuing Disclosure Agreement with Mountain Brook Partners, LLC, and UMB Bank, n.a., and (v) All Other Financing Documents Related to the Issuance of the Series 2021⁽³⁾ Bonds.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending
General	\$ 19,477.24
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 19,477.24

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

Unaudited Financial Statements: Ms. Wheeler reviewed with the Board the unaudited quarterly financial statements of the District through the period ending September 30, 2021.

Following review and discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending September 30, 2021.

2021 Audit: The Board discussed the requirements for an audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board authorized the solicitation of audit proposals. The Board further authorize Director Mulshine to sign 2021 Audit Engagement letter, subject to legal review.

2021 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general

RECORD OF PROCEEDINGS

circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Spencer moved to adopt the Resolution to Amend 2021 Budget, Director Smith seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2022 Budget Hearing: The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Ms. Wheeler reviewed the estimated 2021 expenditures and the proposed 2022 expenditures with the Board.

Following discussion, the Board considered the adoption of the Resolution No. 2021-11-03 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-11-04 to Set Mill Levies, for the General Fund at 50.000 Mills, Debt Service Fund at 0.000 Mills and Other Funds at 0.000 Mills for a total Mill Levy of 50.000. Upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the county on or before December 10, 2021. Ms. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County not later than December 15, 2021. Ms. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Manager to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board authorized the District Manager to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Public Hearing: The Board entered into discussion regarding setting the date for a Public Hearing to adopt the 2023 Budget.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board determined to hold the public hearing to consider adoption of the 2023 Budget on October 24, 2022.

LEGAL MATTERS

Resolution No. 2021-12-02; Calling a Regular Election for Directors on May 3, 2023, Appointing the Designating Election Official (“DEO”), and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election: Attorney Cortese discussed with the Board Resolution No. 2021-12-02; Calling a Regular Election for Directors on May 3, 2023, Appointing the DEO, and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-12-02; Calling a Regular Election for Directors on May 3, 2022, Appointing the DEO, and Authorizing the DEO to Perform all Tasks Required for the Conduct of Mail Ballot Election.

Resolution No. 2021-12-03; 2022 Annual Administrative Matters Resolution: The Board reviewed Resolution No. 2021-12-03; 2022 Annual Administrative Matters Resolution.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-12-03; 2022 Annual Administrative Matters Resolution.

Resolution No. 2021-12-04; Amended and Restated Meeting Resolution: The Board reviewed Resolution No. 2021-12-04; Amended and Restated Meeting Resolution.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-12-04; Amended and Restated Meeting Resolution.

Resolution No. 2021-12-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note: The Board reviewed Resolution No. 2021-12-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-12-05; Second Amendment to 2020 Funding and Reimbursement Agreement and Issuance of Subordinate Note.

Resolution No. 2021-12-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note: The Board reviewed Resolution No. 2021-12-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-12-06; Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement and Issuance of Subordinate Note.

OTHER BUSINESS

December 27, 2021 Meeting: Following discussion, the Board determined to cancel the December 27, 2021 meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Smith, and seconded by Director Spencer, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: Conley Smith
Secretary for the Meeting

**THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT**

2023 MEETING RESOLUTION

WHEREAS, Mountain Brook Metropolitan District (the “District”) was organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the Special District Act; and

WHEREAS, on November 11, 2021, the District adopted an Amended and Restated Meeting Resolution to designate, among other things, the time and place of all regular meetings and all twenty-four (24) hour posting location of meeting notices, and to establish specific requirements to call emergency meeting when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the District (the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Board of Directors (the “Board”) of the District shall meet regularly at a “Location” to be designated by the Board; and

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

WHEREAS, Section 32-1-903(1), C.R.S., requires that all meetings of the Board that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or which is within the boundaries of any county in which the District is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the District’s boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of the Board appears on the agenda of a meeting of the Board, and (b) A resolution is adopted by the Board stating the reason for which meeting of the Board is to be held in a physical location under than the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time, and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., special meetings may be held as often as the needs of the District require, upon notice to each director, and may include study sessions at which a quorum of the Board is in attendance, and at which information is presented but no official action can be taken by the Board; and

WHEREAS, Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. govern meeting notices provided by special districts for all public meetings as set forth below; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and location designated for all meetings of the Board shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the District to annually designate one public place within the boundaries of the District where notice of the Board's meetings shall be posted no less than twenty-four (24) hours prior to the Board's meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District shall be deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the meeting on the public website of the District; and

WHEREAS, if the District posts notice on the District's public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District must also designate a public place within its boundaries at which the District may post a notice no less than twenty-four (24) hours prior to a meeting if the District is unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, the Board desires to designate the time and place of all regular meetings and all twenty-four (24) hour posting location of meeting notices, and to establish specific requirements to call emergency meeting when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the District

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT THAT:

1. The Board hereby determines to hold regular meetings on the fourth Monday of every even-numbered month at 9:00 a.m. The location of all regular and special meetings of the Board will be held electronically via Zoom or other reliable electronic platform. The meeting notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

2. The Board hereby designates the District's public website, <https://mountainbrookmd.com/>, as the twenty-four (24) hour posting location for all meeting notices.

3. The Board hereby designates 9100 Rogers Road – Property Boundary as the posting location for notices if the District is unable to post a notice online in exigent or emergency circumstances.

4. The designations set forth in Paragraphs 2 and 3 are hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four (24) hours in advance of said meetings and shall be effective until such time as the Board determines to designate a new posting location. The Board shall provide or cause to be provided the address of the website to the Colorado Department of Local Affairs.

5. Emergency meetings may be called by the District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

6. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

7. This Resolution shall take effect on the date and at the time of its adoption and shall remain effective until otherwise supplemented or amended by the Board.

(Signature page follows)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

APPROVED AND ADOPTED THIS 24TH DAY OF OCTOBER, 2022.

MOUNTAIN BROOK METROPOLITAN DISTRICT

By: Kevin Mulshine, President

Signature Page to 2023 Meeting Resolution

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT**

A RESOLUTION APPROVING THE THIRD AMENDMENT TO 2020 FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND MOUNTAIN BROOK PARTNERS, LLC AND, IN CONNECTION THEREWITH, REFUNDING THE NEW 2021 SUBORDINATE NOTE AND AUTHORIZING THE ISSUANCE OF A 2022 NOTE TO EVIDENCE THE DISTRICT'S REIMBURSEMENT OBLIGATION TO MOUNTAIN BROOK PARTNERS, LLC

WHEREAS, on August 24, 2020, Mountain Brook Metropolitan District (the "District") and Mountain Brook Partners, LLC ("MBP") entered into a 2020 Funding and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs (the "2020 Agreement") and, in connection therewith, the District issued a subordinate promissory note to the District dated August 24, 2020 (the "2020 Note") to evidence the District's repayment obligation to MBP; and

WHEREAS, on November 16, 2020, the District and MBP entered into a First Amendment to 2020 Funding and Reimbursement Agreement (the "First Amendment") to extend the Funding Obligation Term through December 21, 2021 and, in connection therewith, the District refunded the 2020 Note at maturity and issued a new Subordinate Note to MPB on January 1, 2021, with a maturity date of December 31, 2021 (the "2021 Note") in accordance with Paragraph 5.A. of the 2020 Agreement; and

WHEREAS, on October 25, 2021, the District and MBP entered into a Second Amendment to 2020 Funding and Reimbursement Agreement (the "Second Amendment," together with the 2020 Agreement and First Amendment, the "Agreement") to amend the terms and provisions of the Agreement related to the advancement of funds, the Funding Obligation Term, and the Subordinate Note Terms and, in connection therewith, the District refunded the 2021 Note and issued a new Subordinate Note to MPB on October 25, 2021 with a maturity date of August 23, 2060, which maturity date is forty (40) years from the original issue date of the 2020 Note (the "New 2021 Note"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, upon review of the Service Plan, Section XIII.C. of the Service Plan states that, unless approved by the City Council, all debt issued by the District must be scheduled to mature and be paid in full within forty (40) years after the City Council approves the Service Plan, and that each debt instrument issued by the District, and each refunding thereof, shall provide that the District's obligations thereunder shall be discharged forty (40) years after the date such debt is issued or such obligation is entered into, regardless of whether the obligation is paid in full; and

WHEREAS, the Service Plan was approved by the City Council on October 8, 2019 (the "Service Plan Approval Date"); and

WHEREAS, pursuant to Paragraph 11 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, to ensure the District remains in compliance with Service Plan requirements, the Parties desire to enter into a “Third Amendment to 2020 Funding and Reimbursement Agreement” to amend the Maturity Date, as attached hereto as **Exhibit A** (the “Third Amendment”) and, in connection therewith, refund the New 2021 Note and issue a new subordinate promissory, subject to the same terms as set forth in the Second Amendment, but with a maturity date of October 7, 2059, as attached hereto as **Exhibit B** (the “2022 Note”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board of Directors (the “Board”) hereby approves the Third Amendment, as attached hereto as **Exhibit A**, and authorizes the Board’s President to execute the same.
2. The Board of Directors hereby approves the refunding of the New 2021 Note and authorizes the issuance of the 2022 Note, as attached hereto as **Exhibit B**, and authorizes the Board’s President to execute the same.
3. This Resolution shall take effect on the date and at the time of its adoption.

(Signatures Begin on Next Page.)

ADOPTED AND APPROVED THIS 24th DAY OF OCTOBER, 2022

**MOUNTAIN BROOK METROPOLITAN
DISTRICT**

By: Kevin Mulshine, President

EXHIBIT A
(To Resolution)

THIRD AMENDMENT TO 2020 FUNDING AND REIMBURSEMENT AGREEMENT

**THIRD AMENDMENT TO 2020 FUNDING AND REIMBURSEMENT AGREEMENT
(Operation Costs)**

This THIRD AMENDMENT TO 2020 FUNDING AND REIMBURSEMENT AGREEMENT (the “Third Amendment”) is made and entered into as of this 24th day of October, 2022 (the “Effective Date”), by and between MOUNTAIN BROOK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company (“MBP”), collectively, the “Parties.”

RECITALS

WHEREAS, on August 24, 2020, the District and MBP entered into a 2020 Funding and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs (the “2020 Agreement”) and, in connection therewith, the District issued a subordinate promissory note to the District dated August 24, 2020 (the “2020 Note”) to evidence the District’s repayment obligation to MBP; and

WHEREAS, on November 16, 2020, the District and MBP entered into a First Amendment to 2020 Funding and Reimbursement Agreement (the “First Amendment”) to extend the Funding Obligation Term through December 21, 2021 and, in connection therewith, the District refunded the 2020 Note at maturity and issued a new Subordinate Note to MPB on January 1, 2021, with a maturity date of December 31, 2021 (the “2021 Note”) in accordance with Paragraph 5.A. of the 2020 Agreement; and

WHEREAS, on October 25, 2021, the District and MBP entered into a Second Amendment to 2020 Funding and Reimbursement Agreement (the “Second Amendment,” together with the 2020 Agreement and First Amendment, the “Agreement”) to amend the terms and provisions of the Agreement related to the advancement of funds, the Funding Obligation Term, and the Subordinate Note Terms and, in connection therewith, the District refunded the 2021 Note and issued a new Subordinate Note to MPB on October 25, 2021 with a maturity date of August 23, 2060, which maturity date is forty (40) years from the original issue date of the 2020 Note (the “New 2021 Note”); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, upon further review of the Service Plan, Section XIII.C. of the Service Plan states that, unless approved by the City Council, all debt issued by the District must be scheduled to mature and be paid in full within forty (40) years after the City Council approves the Service Plan, and that each debt instrument issued by the District, and each refunding thereof, shall provide that the District’s obligations thereunder shall be discharged forty (40) years after the date such debt is issued or such obligation is entered into, regardless of whether the obligation is paid in full; and

WHEREAS, the Service Plan was approved by the City Council on October 8, 2019 (the “Service Plan Approval Date”); and

WHEREAS, pursuant to Paragraph 11 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, to ensure the District remains in compliance with Service Plan requirements, the Parties desire to enter into this Third Amendment to amend the Maturity Date and, in connection therewith, refund the New 2021 Note and issue a new subordinate promissory, subject to the same terms as set forth in the Second Amendment, but with a maturity date of October 7, 2059 (the “2022 Note”).

COVENANTS AND AGREEMENTS

1. The Parties hereby amend the last sentence of Paragraph 1 of the Agreement as follows:

The District’s repayment obligation shall survive the Funding Obligation Term until MBP is repaid in full, provided that the District’s repayment obligation shall terminate on the date that is forty (40) years from the Service Plan Approval Date, even if any portion of the Maximum Principal Amount remains outstanding.

2. The Parties hereby amend and restate Paragraph 4.A. of the Agreement in its entirety as follows:

4. Issuance of the Subordinate Note; Recordation of Advances; Interest.

A. On the Effective Date of this Third Amendment, the District shall refund the New 2021 Note and issue the 2022 Note to MBP, subject to the same terms as the New 2021 Note with the exception of the Maturity Date, which date is as stated in Paragraph 1 of this Third Amendment. The 2022 Note shall evidence the District’s repayment obligation to MBP for funds advanced to or expended on behalf of the District, as provided in the Agreement and this Third Amendment. The 2022 Note shall have a maturity date of October 7, 2059 (the “Maturity Date”). All references to the Maturity Date in the Agreement shall mean October 7, 2059. All references to the Subordinate Note in the Agreement shall now mean the 2022 Note unless and until the 2022 Note is refunded and a new subordinate promissory note is issued.

3. Severability. If any clause or provision of this Third Amendment is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Third Amendment as a whole, but shall be severed herefrom, leaving the remaining clauses and provisions of the Third Amendment intact and enforceable.

4. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain in valid and in full force and effect. The Agreement, this Third Amendment and the Subordinate Note issued hereunder constitute and represent the entire, integrated agreement between the District and MBP with respect to the matters set forth herein and therein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Third Amendment shall become effective upon the date and year first written above.

5. Counterparts. This Agreement may be executed electronically or via original signature, in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature pages follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to be effective as of the date and year first above written.

**MOUNTAIN BROOK METROPOLITAN
DISTRICT**

By: Kevin Mulshine, President

Signature page to MBMD Third Amendment to 2020 Funding and Reimbursement Agreement

MOUNTAIN BROOK PARTNERS, LLC,
a Colorado limited liability company

By: _____
Its: _____

EXHIBIT B
(To Resolution)

SUBORDINATE NOTE

MOUNTAIN BROOK METROPOLITAN DISTRICT
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000)

INTEREST RATE: At a rate not to exceed the Federal Reserve Prime Rate as published in the Wall Street Journal plus 1%

DATED: October 24, 2022

REGISTERED OWNER: Mountain Brook Partners, LLC (“MBP”)

MATURITY DATE: October 7, 2059

Mountain Brook Metropolitan District (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto, together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to accrued, unpaid interest, then to the principal. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to MBP pursuant to that certain 2020 Funding and Reimbursement Agreement entered into between the District and MBP dated August 24, 2020, as amended by that First Amendment to 2020 Funding and Reimbursement Agreement dated November 16, 2020, by that Second Amendment to 2020 Funding and

Reimbursement Agreement dated October 25, 2021, and that Third Amendment to 2020 Funding and Reimbursement Agreement (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to MBP. This Note refunds a subordinate promissory note issued to MBP on October 25, 2021 (the “2021 Note”) and will have a beginning balance of any amounts then outstanding on the 2021 Note.

Pursuant to the Agreement, the District is obligated to repay the principal amount of this Note and any and all interest accrued thereon from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein.* **In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.**

Failure by the District to repay MBP as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by MBP, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon each advance made to, or approved expenditure made on behalf of, the District by MBP pursuant to the Agreement, the District shall indicate on Schedule “A” of this Note: (i) the amount of funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; (iii) the total funds advanced and/or expended to date under the Note, and (iv) the total accrued, unpaid interest due thereon. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR BOULDER COUNTY, COLORADO. MBP

SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR BOULDER COUNTY TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR BOULDER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR BOULDER COUNTY.

BY ITS ACCEPTANCE HEREOF, MBP ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If MBP enforces this Note upon default, the District shall pay or reimburse MBP for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by MBP in connection therewith), the District shall issue a new promissory note to MBP that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, MBP acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President with an imprint of the District's seal affixed hereon.

(S E A L)

MOUNTAIN BROOK METROPOLITAN
DISTRICT

By: Kevin Mulshine, President

*Signature page to 2022 Subordinate Promissory Note for
Mountain Brook Third Amendment to 2020 Funding and Reimbursement Agreement*

SCHEDULE A

|

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MOUNTAIN BROOK METROPOLITAN DISTRICT**

A RESOLUTION APPROVING THE THIRD AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND MOUNTAIN BROOK PARTNERS, LLC, AND IN CONNECTION THEREWITH, AUTHORIZING THE REFUNDING OF THE NEW 2021 NOTE AND ISSUANCE OF A NEW SUBORDINATE NOTE TO EVIDENCE THE DISTRICT'S REIMBURSEMENT OBLIGATION TO MOUNTAIN BROOK PARTNERS, LLC FOR ORGANIZATION COSTS AND CAPITAL COSTS

WHEREAS, on August 24, 2020, Mountain Brook Metropolitan District (the "District") and Mountain Brook Partners, LLC ("MBP") entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements (the "2020 Agreement") and, in connection therewith, the District issued a subordinate promissory note to the District dated August 24, 2020 with a maturity date of December 31, 2020 (the "2020 Note") to evidence the District's repayment obligation to MBP; and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, on November 16, 2020, the District and MBP entered into a First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement (the "First Amendment") to extend the Funding Obligation Term through December 31, 2021, and in connection therewith, the District refunded the 2020 Note at maturity and issued a new Subordinate Note to MPB on January 1, 2021, with a maturity date of December 31, 2021 (the "2021 Note") in accordance with Paragraph 8.A. of the 2020 Agreement; and

WHEREAS, on December 31, 2021, the District and MBP entered into a Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement (the "Second Amendment," together with the 2020 Agreement and First Amendment, the "Agreement") to amend the Funding Obligation Term, termination date, and the Subordinate Note Terms, and in connection therewith, the District refunded the 2021 Note and issued a new subordinate promissory note, with a maturity date of August 23, 2060, which maturity date is forty (40) years from the original issue date of the 2020 Note (the "New 2021 Note"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 17 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, pursuant to Paragraph 11.A. of the Agreement, MBP's obligation to construct or cause to be constructed the Improvements, and/or advance funds to the District or expend funds

on the District's behalf shall terminate upon the expiration of the Funding Obligation Term, except to the extent that (i) advance requests have been made to MBP that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date, or (ii) the Funding Obligation term of the Second Amendment has been extended by the Parties via written amendment; and

WHEREAS, the District currently requires no further advances from MBP, provided however, MBP may continue to construct or cause to be constructed the Improvements pursuant to the terms of the Agreement; and

WHEREAS, to allow for the future construction of Improvement by MBP and acceptance of such Improvements and related costs by the District, the Parties desire to extend the termination date set forth set forth in Paragraph 11.A. of the Agreement; and

WHEREAS, upon review of the Service Plan, Section XIII.C. of the Service Plan states that, unless approved by the City Council, all debt issued by the District must be scheduled to mature and be paid in full within forty (40) years after the City Council approves the Service Plan, and that each debt instrument issued by the District, and each refunding thereof, shall provide that the District's obligations thereunder shall be discharged forty (40) years after the date such debt is issued or such obligation is entered into, regardless of whether the obligation is paid in full; and

WHEREAS, the Service Plan was approved by the City Council on October 8, 2019 (the "Service Plan Approval Date"); and

WHEREAS, to ensure the District remains in compliance with Service Plan requirements, the Parties desire to enter into a "Third Amendment to 2020 Funding and Reimbursement Agreement" to amend the Maturity Date and termination date, as attached hereto as **Exhibit A** (the "Third Amendment") and, in connection therewith, refund the New 2021 Note and issue a new subordinate promissory, subject to the same terms as set forth in the Second Amendment, but with a maturity date of October 7, 2059, as attached hereto as **Exhibit B** (the "2022 Note").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Third Amendment, as attached hereto as **Exhibit A**, and authorizes the President to execute the same.
2. The Board of Directors hereby authorizes the issuance of the Subordinate Note, as attached hereto as **Exhibit B**, and authorizes the President to execute the same.
3. This Resolution shall take effect on the date and at the time of its adoption.

(Signatures Begin on Next Page.)

ADOPTED AND APPROVED THIS 24th DAY OF OCTOBER, 2022.

**MOUNTAIN BROOK METROPOLITAN
DISTRICT**

By: Kevin Mulshine, President

Signature Page to Resolution Approving Third Amendment to MBMD Improvement Acquisition, Advance and Reimbursement Agreement and Subordinate Note

EXHIBIT A
(To Resolution)

**THIRD AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND
REIMBURSEMENT AGREEMENT**

**THIRD AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND
REIMBURSEMENT AGREEMENT
(Capital Costs)**

THIS THIRD AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT (the “Third Amendment”) is made and entered into as of this 24th day of October, 2022 (the “Effective Date”), by and between MOUNTAIN BROOK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company (“MBP”), collectively, the “Parties.”

RECITALS

WHEREAS, on August 24, 2020, the District and MBP entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement to consolidate all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements (the “2020 Agreement”) and, in connection therewith, the District issued a subordinate promissory note to the District dated August 24, 2020 with a maturity date of December 31, 2020 (the “2020 Note”) to evidence the District’s repayment obligation to MBP; and

WHEREAS, on November 16, 2020, the District and MBP entered into a First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement (the “First Amendment”) to extend the Funding Obligation Term through December 31, 2021, and in connection therewith, the District refunded the 2020 Note at maturity and issued a new Subordinate Note to MPB on January 1, 2021, with a maturity date of December 31, 2021 (the “2021 Note”) in accordance with Paragraph 8.A. of the 2020 Agreement; and

WHEREAS, on December 31, 2021, the District and MBP entered into a Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement (the “Second Amendment,” together with the 2020 Agreement and First Amendment, the “Agreement”) to amend the Funding Obligation Term, termination date, and the Subordinate Note Terms, and in connection therewith, the District refunded the 2021 Note and issued a new subordinate promissory note, with a maturity date of August 23, 2060, which maturity date is forty (40) years from the original issue date of the 2020 Note (the “New 2021 Note”); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 17 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, pursuant to Paragraph 11.A. of the Agreement, MBP’s obligation to construct or cause to be constructed the Improvements, and/or advance funds to the District or expend funds on the District’s behalf shall terminate upon the expiration of the Funding Obligation Term, except to the extent that (i) advance requests have been made to MBP that are pending by this termination

date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date, or (ii) the Funding Obligation term of the Second Amendment has been extended by the Parties via written amendment; and

WHEREAS, the District currently requires no further advances from MBP, provided however, MBP may continue to construct or cause to be constructed the Improvements pursuant to the terms of the Agreement; and

WHEREAS, to allow for the future construction of Improvement by MBP and acceptance of such Improvements and related costs by the District, the Parties desire to extend the termination date set forth set forth in Paragraph 11.A. of the Agreement; and

WHEREAS, upon review of the Service Plan, Section XIII.C. of the Service Plan states that, unless approved by the City Council, all debt issued by the District must be scheduled to mature and be paid in full within forty (40) years after the City Council approves the Service Plan, and that each debt instrument issued by the District, and each refunding thereof, shall provide that the District's obligations thereunder shall be discharged forty (40) years after the date such debt is issued or such obligation is entered into, regardless of whether the obligation is paid in full; and

WHEREAS, the Service Plan was approved by the City Council on October 8, 2019 (the "Service Plan Approval Date"); and

WHEREAS, to ensure the District remains in compliance with Service Plan requirements, the Parties desire to enter into this Third Amendment to amend the Maturity Date and termination date, and, in connection therewith, refund the New 2021 Note and issue a new subordinate promissory, subject to the same terms as set forth in the Second Amendment, but with a maturity date of October 7, 2059 (the "2022 Note").

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the District and MBP agree to amend the Agreement as follows:

COVENANTS AND AGREEMENTS

1. The Parties hereby amend the last sentence of Paragraph 5 of the Agreement as follows:

The District's repayment obligation shall survive the Funding Obligation Term until MBP is repaid in full, provided that the District's repayment obligation shall terminate on the date that is forty (40) years from the Service Plan Approval Date, even if any portion of the Maximum Principal Amount remains outstanding.

2. The Parties hereby amend and restate Paragraph 7.A. of the Agreement in its entirety as follows:

7. Issuance of the Subordinate Note; Recordation of Advances; Interest.

A. On the Effective Date of this Third Amendment, the District shall refund the New 2021 Note and issue the 2022 Note to MBP, subject to the same terms as the New 2021 Note with the exception of the Maturity Date, which date is as stated in Paragraph 1 of this Third Amendment. The 2022 Note shall evidence the District's repayment obligation to MBP for funds advanced to or expended on behalf of the District, as provided in the Agreement and this Third Amendment. The 2022 Note shall have a maturity date of October 7, 2059 (the "Maturity Date"). All references to the Maturity Date in the Agreement shall mean October 7, 2059. All references to the Subordinate Note in the Agreement shall now mean the 2022 Note unless and until the 2022 Note is refunded and a new subordinate promissory note is issued.

3. The Parties hereby amend and restate Paragraph 11.A. of the Agreement in its entirety as follows:

11. Termination.

A. MBP's obligation to construct, or cause to be constructed the Improvements in accordance with the Agreement and this Third Amendment shall terminate on December 31, 2023 (the "Termination Date"), unless the Termination Date is otherwise extended by the Parties via written amendment, as provided in Paragraph 17 of the Agreement.

4. Severability. If any clause or provision of this Third Amendment is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Third Amendment as a whole, but shall be severed herefrom, leaving the remaining clauses and provisions of the Third Amendment intact and enforceable.

5. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain in valid and in full force and effect. The Agreement, this Third Amendment and the Subordinate Note issued hereunder constitute and represent the entire, integrated agreement between the District and MBP with respect to the matters set forth herein and therein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Third Amendment shall become effective upon the date and year first written above.

6. Counterparts. This Agreement may be executed electronically or via original signature, in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature pages follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment, effective as of the date and year first above written.

MOUNTAIN BROOK METROPOLITAN
DISTRICT

By: Kevin Mulshine, President

Signature page to MBMD Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement

MOUNTAIN BROOK PARTNERS, LLC,
a Colorado limited liability company

By: _____
Its: _____

EXHIBIT B
(To Resolution)

SUBORDINATE PROMISSORY NOTE

MOUNTAIN BROOK METROPOLITAN DISTRICT
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Nine Million Dollars (\$9,000,000)

INTEREST RATE: At a rate not to exceed the Federal Reserve Prime Rate as published in the Wall Street Journal plus 1%

DATED: October 24, 2022

REGISTERED OWNER: Mountain Brook Partners, LLC (“MBP”)

MATURITY DATE: October 7, 2059

Mountain Brook Metropolitan District (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above (or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto) together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and/or principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to unpaid accrued interest, then to the principal amount outstanding on this Note. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to MBP pursuant to that certain Improvement Acquisition, Advance and Reimbursement Agreement entered into between the District and MBP, dated August 24, 2020, as amended by that First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 16, 2020, by that Second Amendment

to Improvement Acquisition, Advance and Reimbursement Agreement dated December 31, 2021 and by that Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to MBP. This Note refunds a subordinate promissory note issued to MBP on December 31, 2021.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Agreement, Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein. In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.*

Failure by the District to repay MBP as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by MBP, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon acceptance of any Certified District Eligible Costs (as defined in the Agreement) by the District, the District shall indicate on Schedule “A” of this Note: (i) the amount of Certified District Eligible Costs accepted by the District; (ii) the date of acceptance; (iii) the total funds accepted; and (iv) the total unpaid accrued interest due thereon. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR BOULDER COUNTY, COLORADO. MBP SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE

STATE OF COLORADO OR BOULDER COUNTY TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR BOULDER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR BOULDER COUNTY.

BY ITS ACCEPTANCE HEREOF, MBP ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If MBP enforces this Note upon default, the District shall pay or reimburse MBP for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by MBP in connection therewith), the District shall issue a new promissory note to MBP that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, MBP acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

(Signatures Begin on Next Page.)

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

MOUNTAIN BROOK METROPOLITAN
DISTRICT

(S E A L)

By: Kevin Mulshine, President

*Signature page to Subordinate Note for Mountain Brook Third Amendment to Improvement Acquisition,
Advance and Reimbursement Agreement*

SCHEDULE A



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.