BENNETT CROSSING METROPOLITAN DISTRICT NO. 1

SPECIAL MEETING AGENDA AND NOTICE

BOARD OF DIRECTORS	**OFFICE**	**TERM EXPIRES**
Larry Gayeski	President	May 2025
Michelle Gayeski	Secretary/Treasurer	May 2025
Brandon Edward Gayeski	Assistant Secretary	May 2027
Mark Bush	Assistant Secretary	May 2027
Blake Carlson	Assistant Secretary	May 2025

PLEASE NOTE DATE AND TIME

DATE: **Tuesday, April 22, 2025**
TIME: **1:00 p.m.**
PLACE:
https://us02web.zoom.us/j/82669952773?pwd=AXrYOtL0i5txHJTjnjdgkw1Js1Q3lb.1

Meeting ID: 826 6995 2773
Passcode: 638970
One tap mobile
+17193594580,,82669952773#,,,,*638970# US

AGENDA

a. Call to Order
b. Declaration of Quorum

LEGAL MATTERS:

a. Consider adoption of a resolution authorizing the issuance of its Subordinate General Obligation Limited Tax Bonds, Series 2025B (3) in the maximum principal amount of $10,000,000 for the purpose of paying or reimbursing the costs of public improvements for the District.

ADMINISTRATIVE MATTERS

a. Consider Approval of the November 5, 2024, District Meeting and Town Hall Meetings (enclosures)
b. Consider Approval of the Engagement Letter with Piper-Sandler (enclosure)

ADJOURNMENT:

THE NEXT REGULAR MEETING IS SCHEDULED ON TUESDAY, SEPTEMBER 9, 2025, AT 2:00 PM

RECORD OF PROCEEDING

MINUTES OF THE TOWN HALL PUBLIC MEETING:

BENNETT CROSSING METROPOLITAN DISTRICT NO. 1

HELD TUESDAY, NOVEMBER 5, 2024, AT 11:00 A.M.

Larry E. Gayeski, President
Michelle R. Gayeski, Secretary/Treasurer
Blake Carlson, Assistant Secretary
Mark Bush, Assistant Secretary
Brandon Edward Gayeski, Assistant Secretary

Also present were: Dianne Miller, Sonja Steele and Rhonda Bilek of Miller Law pllc; Paul Wilson of CliftonLarsonAllen,

PUBLIC MEETING

The public meeting was opened at 11:01 a.m. There being no public in attendance nor comments received by Miller Law, pllc., the public hearing was closed.

ADJOURNMENT

Director L. Gayeski moved to adjourn the meeting at 11:02 a.m. Upon a second by Director M. Gayeski, a vote was taken, and the motion carried unanimously.

Respectfully submitted,

____

Secretary for the Meeting

RECORD OF PROCEEDING

MINUTES OF A COMBINED SPECIAL MEETING OF THE BOARD OF DIRECTORS OF:

BENNETT CROSSING METROPOLITAN DISTRICT NOS. 1, 2, AND 3

HELD TUESDAY, NOVEMBER 5, 2024, AT 11:00 A.M.

ADMINISTRATIVE ITEMS

The combined special meeting of the Board of Directors of the Bennett Crossing Metropolitan District Nos. 1-3, Adams County, Colorado was called to order on the day shown above by Dianne Miller in accordance with the laws of the State of Colorado. The following Directors were acting:

Larry E. Gayeski, President
Michelle R. Gayeski, Secretary/Treasurer
Blake Carlson, Assistant Secretary
Mark Bush, Assistant Secretary
Brandon Edward Gayeski, Assistant Secretary

Also present were: Dianne Miller, Sonja Steele and Rhonda Bilek of Miller Law pllc;
Paul Wilson of CliftonLarsonAllen,

CALL TO ORDER

A quorum of the Board was present, and the meeting was called to order at 11:03 a.m.

CONFLICTS OF INTEREST

Ms. Miller advised the Board that, pursuant to Colorado Law, certain disclosures might be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each Board member confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Director Larry Gayeski owns property within the boundaries of the Districts. He also disclosed that he has an ownership interest in Gayeski Capital Equities, LLC, an entity that owns or may own real property within the Districts. These disclosures are associated with the approval of items on the agenda that may affect his interests.

Director Michelle Gayeski owns property within the boundaries of the Districts. She also disclosed that she has an ownership interest in Gayeski Capital Equities, LLC, an entity that owns or may own real property within the Districts. She further disclosed that she is the trustee for the Brandon Edward Gayeski Irrevocable Trust, which has an ownership interest in Gayeski Capital Equities, LLC, an entity that owns or may own real property within the Districts. These disclosures are associated with the approval of items on the agenda that may affect her interests.

Director Blake Carlson has an interest in a vacant land contract to purchase property within the District. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Director Mark Bush has an interest in a vacant land contract to purchase property within the District. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Director Brandon Gayeski has an interest in a vacant land contract to purchase property within the District and is the sole beneficiary of the Brandon Gayeski Irrevocable Trust which owns a minority interest of 15% in Gayeski Capital Equities, LLC pertaining specifically to ownership of Bennett Crossing. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Written disclosures of the interests of all of the directors were filed with the Secretary of State prior to the meeting.

MINUTES

Director L. Gayeski moved to approve the minutes of the meeting held on July 17, 2024. Upon second by Director B. Gayeski, a vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

There was none.

RATIFICATION AND APPROVAL OF CLAIMS

Paul Wilson reviewed the claims for both Bennett Crossing MD 1 and MD 2. Director L. Gayeski inquired about street lighting and asked the Board to explore having the Town take over the maintenance. Director M. Gayeski will reach out to her contacts and Director L. Gayeski will research and contact other metropolitan districts in the area on their street lighting policy. Director L. Gayeski moved to ratify the claims for both metropolitan districts 1 and 2. Upon second by Director Carlson, a vote was taken, and the motion carried unanimously.

DISCUSSION ON THE 2025 BUDGETS AND 2024 BUDGET AMENDMENT IF NECESSARY FOR BENNETT CROSSING MD NOS. 1, 2 AND 3.

Paul Wilson started the discussion with Bennett Crossing MD No. 1. He reviewed the proposed 2025 budget numbers and asked for comments and questions. Paul addressed questions regarding the final AV, how the county bases property taxes and distribution, bi-annual assessment per HB 10-01, mill levy, revenue versus maintenance and expenses.

Paul Wilson discussed Bennett Crossing MD No. 3 noting the mill levy.

Paul Wilson continued the discussion with Bennett Crossing MD No. 2. Director L. Gayeski commented that this is a commercial district and the focus is on storm draining and maintenance. Pointed out that due to erosion maintenance, there will be a major expense this year in 2024. After reviewing the current 2024 budget that expense will be covered. Concerning the proposed 2025 budget, funds for storm drainage will need to be increased to 28,000, eliminate snow removal for 2025 and keep developer advance the same. The Board discussed the mill levy options.

PUBLIC HEARINGS

Ms. Miller reported that the notice of the public hearings for the budgets were posted on the District's websites and otherwise published in accordance with Colorado law. Directors L. Gayeski and Mark Bush opened the public hearing at 12:17 p.m., there being no public in attendance, and Miller Law, pllc nor CLA received any comments, Directors L. Gayeski and Blake Carlson closed the public hearing at 12:18 p.m.

1. **Consider Approval of the 2024 Budget Amendments:** The budget amendments were determined not necessary.

2. **Consider Adoption of the 2025 Budgets and Appropriate 2025 Expenditures:** Paul Wilson reiterated the discussions and the following was determined:

   - **Bennett Crossing MD No. 1:** To increase the general mill levy to 13.327, the debt mill levy to 66.637 and the BRI mill levy to 1.332 for a total mill levy of 81.296. Directors L. Gayeski and M. Bush were appointed to a committee, to approve the final AV to be received from the county assessor. Upon motion by Director L. Gayeski and upon second by Director B. Gayeski, The Board unanimously approved the 2025 budget, certified the mill levy and appropriate 2025 expenditures, based on the final AV to be received from the county.
   - **Bennett Crossing MD No. 2:** Mill levy to be 31.184 and no changes to the proposed 2025 budget. Directors L. Gayeski and M. Bush were appointed to a committee, to approve the final AV to be received from the county assessor. Upon motion by Director L. Gayeski and upon second by Director M. Bush, The Board unanimously approved the 2025 budget, certified the mill levy and appropriate 2025 expenditures, based on the final AV to be received from the county.
   - **Bennett Crossing MD No. 3:** Mill levy to be 51.971 and no changes to the proposed 2025 budget. Directors L. Gayeski and M. Bush were appointed to a committee, to approve the final AV to be received from the county assessor. Upon motion by Director L. Gayeski and upon second by Director M. Bush, The Board unanimously approved the 2025 budget, certified the mill levy and appropriate 2025 expenditures, based on the final AV to be received from the county.

2025 ANNUAL ADMINSTRATIVE RESOLUTIONS

Ms. Miller presented the annual administrative resolutions for all three metropolitan districts. After review changes were requested. Upon motion by Director L. Gayeski and second by Director M. Bush, the Board unanimously approved the Bennett Crossing MD Nos. 1,2 and 3 Annual Administrative Resolutions as presented.

RESOLUTIONS WAIVING WORKERS' COMPENSATION INSURANCE FOR 2025

Ms. Miller presented the workers' compensation resolutions, noting that waving the insurance will save the districts about $400 per district. Director L. Gayeski noted two corrections. Upon motion by Director L. Gayeski and second by Director M. Bush, the Board unanimously approved the Bennett Crossing MD Nos. 1,2 and 3 Waiving Workers' Compensation Resolutions subject to the corrections.

RESOLUTIONS CALLING AN ELECTION FOR MAY 6, 2025

Ms. Miller presented the resolutions calling for elections for May 2025. Ms. Miller mentioned that because Metro District No. 1 does have residents, she will inform the Board if any self-nominations are received by February 28, 2025. There are three directors' terms up in May. Upon motion by Director L. Gayeski and second by Director M. Bush, the Board unanimously approved the Bennett Crossing MD Nos. 1,2 and 3 Resolutions Calling an Election for May 6, 2025, as presented.

RESOLUTIONS AMENDING CORA POLICY

Ms. Miller stated that the state government increased their document request fee to $41.37 effective July 1, 2024. She suggested that the district also amend their policies. Upon motion by Director L. Gayeski and second by Director M. Bush, the Board unanimously approved the Bennett Crossing MD Nos. 1,2 and 3 Resolutions Amending CORA Policy as presented.

OTHER BUSINESS

Director L. Gayeski asked the Board to approve the current claim for both Bennett Crossing 1 and 2. The claims were provided by Paul Wilson and have been reviewed. Upon motion by Director L. Gayeski and second by Director M. Gayeski, the Board unanimously approved the Bennett Crossing MD Nos.1 and 2 claims as presented.

ADJOURNMENT

Director L. Gayeski moved to adjourn the meeting at 12:32 p.m. Upon a second by Director M. Gayeski, a vote was taken, and the motion carried unanimously.

Respectfully submitted,

____

Secretary for the Meeting

PIPER | SANDLER

1144 15TH STREET, SUITE 2050
DENVER, CO 80202-5856
P 303 820-5865
Piper Sandler & Co. Since 1895.
Member SIPC and NYSE.

Bennett Crossing Metropolitan District No. 1 March 21, 2025
Miller & Associates, LLC
c/o Diane Miller
1641 California Street, Suite 300
Denver, CO 80202
dmiller@ddmalaw.com

Re: Underwriter/Placement Agent Engagement Letter
Subordinate Developer Drawdown Cash Flow Bonds, Series 2025B (the "Securities")

Dear Diane:

This letter confirms the agreement (the "Agreement") between Piper Sandler & Co. ("Piper Sandler" or "we" or "us") and **Bennett Crossing Metropolitan District No. 1** (the "Issuer" or "you") as follows:

1. ***Engagement.*** The Issuer hereby engages Piper Sandler to serve as an underwriter or placement agent for the Securities. As currently contemplated, the transaction will be an underwriting or private placement of the Securities with gross proceeds to be determined. Sale and delivery of the Securities by the Issuer will occur on the day of closing ("Closing Date").

2. **Scope of Services**. We understand that the decision to either conduct a public sale of the Securities or sell the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. As a preliminary matter, we can assist you in determining whether to pursue a public sale or a private placement to a bank or other financial institution, based upon the facts and circumstances in evidence at that time. Depending on the capacity in which we would be acting, Piper Sandler agrees, as appropriate and directed by you, to provide the following services.

   As an Underwriter:

   (a) Develop a financing plan for the Securities and assist you in determining the economic impact of the Securities;

   (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;

   (c) Review and make comments with respect to sale documents, as applicable, including Explanatory Statements, Authorizing Bond Resolutions, bond declarations and indentures and other underlying documents relating to the Securities;

   (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;

   (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including bond counsel;

   (f) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;

(g) Develop a marketing plan for the offering, including identification of potential investors;

(h) Negotiate the pricing, including the interest rate, and other terms of Securities;

(i) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;

(j) Provide a final schedule of debt service payments for Securities;

(k) Review and make comments with respect to closing documents prepared by Bond Counsel;

(l) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities; and

(m) Other activities that are integral to the purchase and distribution of the Securities and activities integral to fulfilling the role of a placement agent or underwriter including under the antifraud provisions of the federal securities laws and the obligations of Piper Sandler under MSRB rules.

As a Placement Agent:

(a) consult with you in planning and implementing the placement of the Securities;

(b) assist you in reviewing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the transaction;

(c) assist you in preparing for due diligence conducted by potential investors;

(d) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;

(e) assist you in negotiating definitive documentation.

3. ***Fees and Expenses.***

For our services, you agree to pay us an underwriting discount as described below of the total par amount of the Securities payable as a discount to the purchase price or by wire transfer of immediately available funds at closing. All transactions are subject to a $30,000 minimum fee. For avoidance of doubt, the fee shall not be payable in the event a closing of the Securities does not occur.

Private Placement to the Developer
1%

4. ***Representations, Warranties and Agreements of the Issuer.***

You represent and warrant to, and agree with us, that:

(a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;

(b) you will make available to us and each purchaser such documents and other information which we and each purchaser reasonably deem (the "Transaction Materials") appropriate and will provide access to your officers, directors, employees, accountants, counsel and other representatives and will provide each purchaser and us opportunities to ask questions and receive answers from these persons; it being understood that we and each purchaser will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

(c) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the transaction. You agree to notify us promptly, at any time prior to the Closing Date, of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Materials, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;

(d) all financial projections that have or will be made available to Piper Sandler by you or any of your representatives in connection with the Transaction (the "Projections") have been and will be prepared in good faith and will be based upon assumptions believed by you to be reasonable (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved);

(e) On the Closing Date, you will deliver or cause to be delivered to us an Opinion of Bond Counsel to you, dated the Closing Date relating to: the validity of the Securities; exemption from registration and qualification under federal and state securities law; and if applicable the tax-exempt status of the Securities, together with a reliance letter from such counsel, dated the Closing Date and addressed to us and in a form acceptable to us.

5. ***Other Matters Relating to Our Engagement***. The parties agree that we are not making a final commitment to underwrite or place securities until certain events have occurred including among other things, a successful authorizing bond election, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite, place or purchase any securities. If you elect to conduct a public offering of the Securities, you and Piper Sandler will enter into a definitive bond purchase agreement which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.

You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter or placement agent, is to sell or place securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

6. ***Disclosure.*** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this

time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

7. ***Termination.*** You or we may terminate our engagement under this agreement, with or without cause, upon ten days' written notice to the other party. The fee, expense reimbursement, your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.

8. ***Section Headings.*** Section headings contained herein are for convenience of reference only and are not part of this agreement.

9. ***Amendment.*** This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.

10. ***Entire Agreement.*** This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.

11. ***No Assignment*****.** This agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.

12. ***Governing Law.*** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Colorado. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement.

13. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any state or federal court sitting in the County in which the District is located, State of Colorado for the resolution of any claim or dispute with respect to or arising out of or relating to this agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this agreement other than in a state or federal court sitting in the County in which the District is located, State of Colorado and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 17. Nothing in this agreement will affect the right of any party to this agreement to serve process in any other manner permitted by law.

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

15. ***Severability*****.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

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

17. ***Notices.*** Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.

18. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,

____

Michael Lund, Senior Vice President
Piper Sandler & Co.

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

____

Authorized Signor
Bennett Crossing Metropolitan District No. 1

Date: ______________________

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. (Piper Sandler) to serve as your placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (the Securities), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).[1]

Piper Sandler intends to serve as a placement agent respecting the Securities and not as a financial advisor or municipal advisor to you. As part of our services as a placement agent, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities.

Standard Disclosures

- Disclosures Concerning the Placement Agent Role:
  - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
  - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation as part of an arm's-length commercial transaction.
  - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The placement agents have a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
  - In the event an official statement is prepared, the placement agent will review the official statement for the Securities in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[2]

- Disclosures Concerning the Placement Agent's Compensation:
  - The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with

[1] Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

[2] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the placement agent to purchase or sell all the Securities and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Appendix B – Fixed Rate Securities

The following is a general description of the financial characteristics and security structures of fixed rate municipal securities ("Fixed Rate Securities"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Securities. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Securities are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Securities are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Securities typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Securities may be subject to optional redemption, which allows you, at your option, to redeem some or all the securities on a date prior to scheduled maturity, such as in connection with the issuance of refunding securities to take advantage of lower interest rates. Fixed Rate Securities will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the securities, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the securities, usually not less than 30 days prior to the redemption date. Fixed Rate Securities with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the securities annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the securities to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Securities, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Securities. "General obligation (GO) securities" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on "unlimited tax" GO securities are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas "limited tax" GO Securities are subject to such limits.

General obligation securities constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation securities generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Securities. **"**Revenue securities" are debt securities that are payable only from a specific source or sources of revenues. Revenue securities are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue securities only from the revenue source(s) specifically pledged to the securities. Revenue securities do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue securities. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue securities. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue securities (conduit revenue securities) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue securities commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue securities normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the securities, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the securities and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the securities.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Securities, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue securities):

Issuer Default Risk. You may be in default if the funds pledged to secure your securities are not enough to pay debt service on the securities when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the securities, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the securities are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the securities. If the securities are revenue securities, you may be required to take steps to increase the available revenues that are pledged as security for the securities. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer securities or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the securities.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Securities payable from the general fund, particularly securities without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the securities. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted, and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all securities, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer securities or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the securities.

Redemption Risk. Your ability to redeem the securities prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the securities at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those securities when required.

Reinvestment Risk. You may have proceeds from the issuance of the securities available to invest prior to the time that you are able to spend those proceeds for the authorized purpose.

Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the securities, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt securities is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt securities. You also must covenant to take certain additional actions after issuance of tax-exempt securities. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on securities to become taxable retroactively to the date of issuance of the securities, which may result in an increase in the interest rate that you pay on the securities or the mandatory redemption of the securities. The IRS also may audit you or your securities, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt securities are declared taxable, or if you are subject to audit, the market price of your securities may be adversely affected. Further, your ability to issue other tax-exempt securities also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the securities.

Cash Flow” Structure of the Bonds and the Risk of Compounding Interest. The Bonds are expected to possess a “cash flow” structure, meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest payments not paid when due will accrue and compound until sufficient Pledged Revenue is available for payment. To the extent your cash flow is insufficient to pay interest when due on the Bonds, the unpaid interest will compound. Compounding could substantially increase your overall debt burden.