

**MEETING
OF
WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY**

Tuesday, October 27, 2026, at 10:00 a.m.
1625 Pelican Lakes Point, Suite 201, Windsor, CO 80550
and via teleconference

*This meeting will be held in person and via teleconferencing and can be joined through the
directions below:*

<https://us06web.zoom.us/j/89492343272?pwd=pd4CHDVLfplwguNjrMneB6uGE2j0YC.1>

Meeting ID: 894 9234 3272; Passcode: 803726; Call-in Number: 719-359-4580

Board of Directors, Position

Martin Lind, President
Austin Lind, Secretary
Garrett Scallon, Treasurer
Jusin Donahoo, Assistant Secretary
Nate Kvamme

NOTICE OF MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Conflicts of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the Authority that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Operations Matters
6. Legal Matters
7. Bond Matters
 - a. Consider Approval/Ratification of Engagement Letters
 - i. Engagement Letter with Casey Parrot for Bond Counsel Services (**enclosure**)
 - ii. Engagement Letter with Barnes & Thornburg for Disclosure Counsel Services (**enclosure**)
 - iii. Engagement Letter with Piper Sandler for Financial Advisor Services (**enclosure**)

- iv. Engagement Letter with RBC for Underwriting Services (**enclosure**)
 - v. Bond Fee Disclosure Letter from WBA, P.C. (**enclosure**)
 - b. Consider adoption of a resolution authorizing the issuance by WaterDance Non-Potable Water Activity Authority, in the Town of Windsor, Weld County, Colorado, of its Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026, in the aggregate principal amount of \$50,000,000 for the purpose of refunding indebtedness of the Authority's members and funding or reimbursing additional costs of improvements, and other documents relating to the Bonds (**enclosure**)
 - c. Consider ratification and authorization of additional agreements and actions by the Authority's consultants and representatives on the Authority's behalf that are necessary and incidental to the issuance of the Bonds
8. Other Business
- a. Next Meeting
9. Adjourn



6300 E HAMPDEN AVE, STE C #365
DENVER, COLORADO 80222
303.570.9780
KCASEY@CASEYPARROT.COM

October 16, 2026

Via Electronic Mail

Board of Directors
WaterDance Non-Potable Water Activities Authority
c/o Zachary White
White Bear Ankele P.C.
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

Dear Mr. White,

We are pleased that WaterDance Non-Potable Water Activities Authority (the “**Authority**”) has engaged Casey Parrot LLC as bond counsel in connection with the Authority’s proposed issuance of its Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 (the “**Bonds**”) in the estimated principal amount of \$39,625,000. The Bonds are being issued for the purpose of (i) refunding the outstanding Non-Potable Water Enterprise Revenue Bonds, Series 2020 issued by Raindance Metropolitan District No. 1, acting by and through its Water Activity Enterprise (“**Raindance**”) (the “**Raindance 2020 Bonds**”); (ii) refunding the outstanding loan incurred by Poudre Tech Metropolitan District (“**PTMD**” and, together with Raindance, the “**Member Districts**”) pursuant to a Loan Agreement dated October 17, 2023 between PTMD and Independent Bank (the “**PTMD 2023 Loan**”); and (iii) paying or reimbursing the costs of additional public improvements to the consolidated non-potable water system of the Authority (the “**System**”).

This transmittal letter, together with the attached Terms of Engagement, is intended to formalize our retention. It sets forth the scope of our engagement, outlines how we propose to staff the work for the Authority, describes the billing arrangements, discusses certain of our confidentiality obligations, and addresses certain conflict of interest understandings.

If this letter and the attached Terms of Engagement correctly reflect your understanding, please sign, date and return the enclosed copy of this letter to me. We value our representation of the Authority and are grateful that the Authority will look to us for legal representation.

Best regards,

/s/ Kimberly Casey

AGREED AND APPROVED

WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

TERMS OF ENGAGEMENT

The following terms together with the accompanying letter of engagement dated October 16, 2026 (the “**Transmittal Letter**”) constitute the terms of the engagement of Casey Parrot LLC (“**Casey Parrot**”) as the Authority’s bond counsel with respect to the proposed Bonds:

1. **CLIENT.** It is understood that Casey Parrot’s client for purposes of this representation as described herein is limited to the Authority and does not include others.

2. **SCOPE OF REPRESENTATION.** It is currently contemplated that the Bonds will be issued pursuant to a resolution of the Board of Directors of the Authority (the “**Bond Resolution**”) and will be payable solely from and secured by the Net Revenue (as defined in the Bond Resolution) derived from the operation of the System, comprising the non-potable water systems and water resources of the Member Districts to be conveyed to and consolidated by the Authority in accordance with the WaterDance Non-Potable Water Activities Authority Establishment Agreement between the Member Districts (the “**Establishment Agreement**”). The Bonds will not constitute a debt or obligation of either Member District. A portion of the proceeds of the Bonds is anticipated to be deposited in escrow pursuant to a Refunded Bonds Escrow Agreement among the Authority, Raindance and the escrow agent named therein (the “**Escrow Agreement**”) and applied to the defeasance and redemption of the Raindance 2020 Bonds, and a portion is anticipated to be applied to the prepayment of the PTMD 2023 Loan.

The Bonds are anticipated to be structured as fixed-rate bonds, the interest on which is intended to be excluded from gross income for federal income tax purposes.

The Bonds are anticipated to be offered by RBC Capital Markets, LLC (the “**Underwriter**”), using an official statement prepared by Barnes & Thornburg LLP, as disclosure counsel to the Authority (i.e., Casey Parrot will not prepare such an official statement as part of this engagement).

As bond counsel, in connection with the issuance of the Bonds, we will advise the Authority in connection with the structuring of the Bonds and will prepare the basic bond documents. In particular, we will (i) review and provide comments on the Establishment Agreement; (ii) prepare the Bond Resolution and the form of Sale Certificate contemplated thereby; (iii) prepare a Paying Agent Agreement between the Authority and the paying agent for the Bonds (the “**Paying Agent Agreement**”); (iv) prepare the Escrow Agreement; (v) prepare and/or review, as applicable, such other documents and agreements as may be required in connection with the Bonds or which we deem necessary for rendering our opinion; (vi) review the portions of the official statement with respect to sections relating to the Bonds, the Bond Resolution, the security for the Bonds and certain tax related matters; (vii) negotiate opinions of the Authority’s counsel required to be delivered in connection with the issuance of the Bonds; (viii) prepare a tax certificate and a tax-exempt opinion; and (ix) prepare the forms of such closing documents, certificates and opinions of counsel as may be required by the terms of the financing, and applicable federal and state laws. This engagement does not include the preparation or submission to the State Securities Commissioner of any documentation to exempt the Bonds from the registration requirements of the Colorado Municipal Bond Supervision Act, as no such filing is required for the Authority.

As you know, bond counsel's primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds and the status of any exemption provided to interest thereon under federal tax law. Subject to the completion of tax due-diligence and other proceedings to our satisfaction, on the date when the Bonds are issued, we will render our opinion in customary form to the Authority addressing the enforceability of the Bonds and the Bond Resolution and the extent to which the interest on the Bonds is excluded from gross income for purposes of federal income tax. These opinions will be executed and delivered by us in written form and will be based on facts, expectations and law existing as of the date of the opinion.

We assume no obligation to review the financial condition of the Authority, the Member Districts or any other participant or the adequacy of the security provided to bondholders, and we will express no opinion relating thereto. However, we reserve the right to request such information as we consider necessary to inform ourselves of all aspects of the financing. As bond counsel we would also not assume responsibility for the accuracy, completeness or fairness of statements contained in any offering materials, other than any statements regarding validity of the Bonds, tax exemption or other issues that we expressly address in an opinion. While we may suggest alternative provisions for the documents to comply with legal requirements and accommodate the interests of the parties, we neither represent nor advocate the interests of any party to the transaction other than the Authority, and we expect that the Underwriter, the Member Districts, Independent Bank, as lender under the PTMD 2023 Loan, and other parties will retain such other counsel as they deem necessary and appropriate to represent their interests.

3. STAFFING. Kim Casey will have primary responsibility for work performed by Casey Parrot under this engagement letter. The work or parts of it may be performed by other lawyers and legal assistants at Casey Parrot. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

4. FEES AND EXPENSES. Our fee to act as bond counsel to the Authority in connection with the issuance of the Bonds (as presently proposed), including review of and comment on the Establishment Agreement, will be \$85,000, a fee based on the structure, size and complexity of the financing transaction, and our estimate of the amount and nature of legal work necessary to accomplish a closing of the Bonds on or before November 30, 2026. This fee includes routine out of pocket disbursements (such as photocopying charges, delivery expenses, fax charges and postage). Any extraordinary disbursements or expenses authorized by the Authority will be billed to the Authority. If the anticipated structure of the Bonds changes significantly, we may propose an increase in the fee if warranted by the change, and the above proposed fee is nonbinding with respect to an issuance of the Bonds in accordance with a structure varying materially from the structure described above. This fee for bond counsel services will be payable on the closing date for the Bonds.

5. RETENTION AND DISPOSITION OF DOCUMENTS. Following the termination of our representation, any otherwise nonpublic information the Authority has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the Authority's papers and property will be returned to the Authority promptly upon receipt of payment for outstanding fees and costs. Our own files

pertaining to the matter will be retained by Casey Parrot. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

6. REGARDING FEDERAL TAX ADVICE. In the course of our representation, we may render tax advice to the Authority on various legal matters. The Authority understands that they may not use such tax advice to avoid any penalties that may be imposed by the Internal Revenue Service unless, in accordance with the Internal Revenue Service rules of practice, we are specifically engaged to provide a formal, written tax opinion for that purpose. Accordingly, the Authority acknowledges that we may legend any written tax advice that we provide in the course of this engagement to indicate that it may not be relied on for purposes of penalty protection. The Authority further understands that our representation does not include the provision of any tax advice concerning transactions in which you may participate that would be "reportable transactions" within the meaning of Section 6707A of the Internal Revenue Code of 1986, as amended, and that our provision of tax advice concerning such transactions would require a separate engagement for that purpose. In particular, we shall not advise as to any transaction in which the Authority may participate in which its or our disclosure of its tax treatment or tax structure is limited by any person other than the Authority, our client, unless we are separately engaged by the Authority for that purpose.

7. CONFLICTS OF INTEREST. Casey Parrot represents many other companies and individuals. It is possible that present or future clients of Casey Parrot will have disputes or transactions with the Authority. For example, from time to time we represent investment banking firms with whom the Authority may have a relationship, such as RBC Capital Markets, LLC, that may be viewed as competing with the Authority's projects, but are not related to the Authority's project, and we would expect to continue with these representations. Accordingly, to prevent any future misunderstanding and to preserve Casey Parrot's ability to represent the Authority and its other clients, the Authority and we agree as follows with respect to certain conflicts of interest issues:

(a) Unless we have the Authority's specific agreement that we may do so we will not represent another client in a matter which is substantially related to a matter in which we represent the Authority and in which the other client is adverse to the Authority. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.

(b) In the absence of a conflict as described in subparagraph (a) above, the Authority acknowledges that we will be free to represent any other client either generally or in any matter in which the Authority may have an interest.

(c) The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which the Authority might have an interest, including, but not limited to:

(i) Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which you are a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;

(ii) Representation of the debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which you are a creditor, debtor or otherwise have an interest in the case;

(iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and

(iv) Litigation matters brought by or against you as long as such matters are not the same as or substantially related to matters in which we are, or have been, representing you.

We agree, however, that the Authority's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Authority, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. The Authority should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Authority.

8. APPLICATION OF THESE TERMS. The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern our relationship with you upon our retention even if you do not sign and return a copy of the Transmittal Letter. In the event that we agree to undertake additional matters, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this matter. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences as early as possible and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with you with respect to our engagement to provide professional services to you. The terms and conditions of this letter may be modified or amended only by written agreement signed by an authorized representative of the Authority and Casey Parrot, and neither party may bind the other party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other party.

Anastasia Khokhryakova
Partner
(303) 223-7101
ak@btlaw.com

October 12, 2026

WaterDance Non-Potable Water Activities Authority
c/o WBA, PC
Attn: Zachary White
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122

Re: Engagement Letter – WaterDance Non-Potable Water Activities Authority – Non-Potable
Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Bonds

Dear Zachary:

This letter agreement memorializes the terms of the engagement of Barnes & Thornburg LLP (“**Barnes & Thornburg**”) to serve as disclosure counsel to WaterDance Non-Potable Water Activities Authority (the “**Authority**”) in connection with the proposed issuance of its Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 (the “**Bonds**”). The issuance of Bonds is referred to as the “**Transaction**.”

I am enclosing our Standard Terms of Engagement for Legal Services (2024 ed.) (the “**Standard Terms**”) setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by the Authority in this Transaction will be governed by the Standard Terms to the extent not expressly modified by this letter. In particular, by signing this letter, the Authority agrees that we may represent other clients in certain matters adverse to the Authority as described in the Standard Terms under the caption “Waiver of Certain Potential Conflicts of Interest.” Further, we both agree that our representations, in separate transactions wholly unrelated to the Transaction will not require a separate waiver or consent by the Authority. Specifically, please be advised that Barnes & Thornburg currently represents RBC Capital Markets, LLC and certain affiliates (collectively, “**RBC**”) in connection with unrelated matters (the “**Unrelated Matters**”). The Unrelated Matters are wholly unrelated to the Transaction. We do not believe that our relationship or representation of RBC in the Unrelated Matters will adversely affect our representation or relationship with the Authority in the Transaction. Nor do we believe that our relationship or representation of the Authority in the Transaction will adversely affect our representation or relationship with RBC in the Unrelated Matters. Should any actual or threatened dispute or litigation arise out of this Transaction, Barnes & Thornburg will not represent the Authority or RBC and in the event of the same, Barnes & Thornburg would withdraw from our representation in the matter. Reciprocal consent has already been obtained from RBC. However,

we need the Authority's reciprocal consent. By executing this engagement letter, the Authority agrees to waive all conflicts and consent to our continued representation of RBC in connection with the Unrelated Matters.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in the Transaction will be the Authority, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of the Authority in the Transaction will not give rise to any attorney-client relationship between our Firm and any official, officer, employee or other affiliate of the Authority. The Authority has also agreed that, during the course of our representation of the Authority in the Transaction, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of the Authority. Accordingly, our Firm's representation of the Authority in the Transaction will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the Authority.

Services

It is currently contemplated that the Bonds will be issued by the Authority and will be secured by fees charged by the Authority for provision of the non-potable water to users within its service area and capital facilities fees, if any.

The Bonds are anticipated to be offered to investors in a public offering by RBC using an official statement (as described below). It is anticipated that the Authority will apply for a rating to one of the nationally recognized rating agencies. It is also possible that all or a portion of the Bonds will be insured by a bond insurance policy to be issued by a bond insurer.

As disclosure counsel to the Authority, we will advise the Authority in connection with its disclosure obligations under applicable securities laws and will prepare offering documents to be used in connection with the offering of the Bonds. In particular, we will (i) assist the Authority in the preparation of a preliminary official statement (the "**POS**") and final official statement (the "**OS**") to be used by the Underwriter in connection with the marketing and sale of the Bonds; (ii) conduct diligence of the establishment, operations, material contracts and other affairs of the Authority and the districts which formed the Authority that are pertinent to the provision and operation of a non-potable water system, status of development within the service area of the Authority; (iii) provide a "negative assurances" letter to the Authority regarding the POS and the OS; and (iv) prepare and/or review, as applicable, such other documents and agreements as may be required in connection with the POS and the OS or which we deem necessary for providing such letter.

While we will assist the Authority in preparing the POS and the OS, our role as disclosure counsel does not include any independent verification of the statements of fact to be contained in the POS and the OS and any appendices thereto. Furthermore, we will not verify or opine upon, and we do not assume responsibility for, the accuracy, completeness or fairness of the statements

contained in the POS and the OS and our letter delivered to the Authority will expressly disclaim the same. In addition, we will express no opinion or belief as to the assumptions, projections, estimates, forecasts, financial statements, or other financial, numerical, economic, technical, demographic or statistical data included in the POS or the OS.

We assume that counsel to the Underwriter will prepare a bond purchase agreement, a continuing disclosure agreement, and any other documents, such as a memoranda and filings concerning state securities (blue sky) law qualifications, registrations and exemptions, required by the Underwriter.

Fees

Our fee to act as disclosure counsel to the Authority in connection with the issuance of the Bonds (as presently proposed) will be in the range of \$95,000 to \$110,000, a fee based on the structure, size and complexity of the financing transaction, and our estimate of the amount and nature of legal work necessary to accomplish a closing of the Bonds on or before December 1, 2026. This fee includes routine out of pocket disbursements (such as photocopying charges, delivery expenses, fax charges and postage). Any extraordinary disbursements or expenses authorized by the Authority will be billed to the Authority. If the anticipated structure of the Bonds changes materially from the structure described in this letter or the issuance of the Bonds is delayed beyond the above date, we may propose an increase in the fee if warranted by the change. The above proposed fee is nonbinding if the structure of the Bonds is materially different from the structure described above or if the Bond financing is delayed. Our fee for disclosure counsel services will be payable on the closing date for the Bonds from proceeds of the Bonds or other available Authority revenues.

Termination

The Authority or Barnes & Thornburg may terminate our engagement as disclosure counsel at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. Our representation of the Authority as disclosure counsel will terminate upon the closing of the Bonds.

Disclosure Regarding Use of Generative Artificial Intelligence (GenAI).

Technology using Generative Artificial Intelligence (“**GenAI**”) is rapidly becoming an essential tool for lawyers and other professionals. GenAI capabilities are increasingly integrated into widely used business applications such as Microsoft 365, which our lawyers and professionals use in providing legal services to clients. These tools can improve efficiency, streamline tasks, and enhance consistency and quality in some aspects of our work.

We may use GenAI tools, for example, to:

- Draft and edit documents
- Analyze, organize, and summarize large volumes of data

- Assist with legal research
- Generate ideas or options for legal analysis or strategy

GenAI tools work by recognizing patterns in input data and generating outputs based on that input. Examples of such tools include, but are not limited to, OpenAI's GPT, Anthropic's Claude, and Microsoft's Copilot. In some cases, your data may be processed by these tools, which can involve secure transmission of information to third-party GenAI providers. We take appropriate measures to ensure that any data processed through these tools is subject to security and confidentiality protections, and that your data will not be used to train GenAI models. Use of GenAI does not replace the professional judgment and oversight of our lawyers. Any output generated through GenAI tools is reviewed and validated by our legal professionals. We do not rely solely on GenAI for legal advice, decision-making, or fact development.

We believe that thoughtful and responsible use of GenAI allows us to deliver more efficient and higher-quality services to you. If you have any questions or concerns about our use of these tools, please do not hesitate to ask.

Conclusion

If the Authority is in agreement with the terms of this letter and the Terms of Engagement, as modified above, please sign in the space provided below and return a copy of the signed letter to me.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Anastasia Khokhryakova

WaterDance Non-Potable Water Activities Authority

October 12, 2026

Page 5

Accepted to and agreed on _____, 2026

WATERDANCE NON-POTABLE
WATER ACTIVITIES AUTHORITY

By: _____

Name: _____

Title: _____

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

Except to the extent you expressly request in writing that we advise or assist you concerning the following

matters, you agree to take full responsibility yourself for:

- Ascertaining or obtaining insurance coverage that you may have for any claim, potential liability, attorneys' fees or expenses and promptly notifying your carrier(s) as required to invoke any coverage;
- Tax implications of any transaction, settlement or course of action;
- Data security or privacy compliance practices;
- Compliance by you, associated persons or beneficial owners with the Corporate Transparency Act and reporting thereunder.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and

so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as

filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Security Retainers (Advance Deposits)

New clients of our Firm will ordinarily be asked to deposit a security retainer (an advance deposit) with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to provide a security retainer based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that

may cause the Firm to conclude it is appropriate to do so.

If we require a security retainer from you, we will charge or draw against it for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted and the amount which must be paid to replenish the retainer to the agreed level. If the security retainer is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the security retainer is no longer necessary or may appropriately be reduced, the remaining balance, if any, or a portion thereof, will be returned to you.

Funds Held in Our Trust Account

Any security retainer we receive from you will be held in our trust account until it is charged for fees and other charges or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your security retainer is held by us in our trust account, it remains your property. You authorize us to apply it to any fees, expenses, or other charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive in representing you, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, or at your direction or as required by law, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any security retainer) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged,

including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the United States, and we represent many different clients in many different industries and countries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on your representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any representation adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to any matter we undertake on your behalf now or in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations, as well as related negotiations, subsequent amendments or disputes;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these Terms of Engagement and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm

personnel or others. Such non-legal affiliates may provide non-legal services to a party that is an adversary of yours in an unrelated matter in which the Firm is representing you. Such a party contracting with a non-legal affiliate is not a client of the Firm, but you should consider that our financial interest in the non-legal affiliate services to such party could give rise to a conflict of interest because of the potential influence on our independent judgment in our legal representation of you. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate providing services to a party adverse to you in a legal representation.

Should you engage a non-legal affiliate for non-legal services, that affiliate will provide its own contract for services to you. Such services are not governed by these Terms of Engagement. No lawyer-client relationship will exist (or could exist) between such entity and you, even if services by such non-legal affiliate are provided by personnel who are employed by or partners of our Firm. You should seek independent counsel to advise you on your contract with such non-legal affiliate. Because of our ownership interest, we will not represent you in entering into that contract. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate you engage for non-legal services.

Electronic Communications and Cloud Storage

We caution you that, to maintain the confidentiality and privilege of electronically stored or transmitted information and communications related to your legal matters, you should not use a computer, other electronic device, network or Internet address that is owned, controlled, or on which your communications may be accessed, by anyone other than you. This warning includes electronic venues provided by a hotel, a library, publicly available Internet, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party. You agree to let us know if you are sending any files or documents that contain sensitive or personal information so we can arrange to receive such information via secure file transfer. Additional documents such as a Data Processing Agreement ("DPA") may be required before we can receive or share such information.

You agree that both you and our Firm may use electronic devices and Internet services that are managed by third parties and which allow us to communicate with each other and share documents and information notwithstanding some risk that such communications and documents may be intercepted or

accessed by and disclosed to unauthorized parties. We will also store electronic data relating to our representation of you remotely with cloud-based data storage services managed by third parties. You understand that, while reasonable efforts may be taken to prevent inadvertent or unauthorized disclosure of, or access to, information relating to our representation of you, we cannot guarantee that no unauthorized access will occur. You agree that the benefits of using these technologies outweigh the risks of unauthorized or inadvertent disclosure and that the Firm is not responsible for the unauthorized access of information sent via these services. Our use of such technology may include unencrypted email, messaging, mobile phones, voice over Internet, electronic data/document websites or storage or transfer services, video conferencing, and other technology in which your documents and information are transmitted, stored or processed using off-premises or cloud-based services managed by third parties.

Use of Artificial Intelligence

Artificial Intelligence ("AI") describes computer technology with varied abilities to analyze and generate data to find patterns, reach conclusions and predict future behavior, or to create text or images based on data and inputs provided. We may employ AI or tools that incorporate AI including to increase efficiencies and reduce costs when performing certain legal and non-legal tasks. The Firm has a protocol regarding any use of AI. You agree that we may utilize AI in connection with our representation of you consistent with Firm protocol and the Rules of Professional Conduct.

Privacy Notice and Data Security

During the course of this engagement, the Firm may collect and process personal information relating to the matters in which we are representing you. You agree you have all legal rights necessary to provide any personal information you provide to us for use and processing consistent with the terms of our engagement and agree to execute a DPA and similar compliance agreements with the Firm where required. You agree to provide only the minimum amount of personal information necessary for us to perform our legal services and to take measures to protect and secure all sensitive, confidential, and personal information. Our collection and processing of personal information is further governed by the firm's Privacy Notice at btlaw.com/privacy-policy, as well as applicable privacy and data protection laws, regulations, and codes of professional conduct.

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our

engagement and are responsible for the breach of any security of information caused via your or your affiliates' or third party service providers' systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

Certain laws may require your consent before we may send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by using the unsubscribe link in a communication or by notifying us at privacy@btlaw.com.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data and communications. You must ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, unless you specifically instruct us to the contrary, you authorize us to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet).

Consultations with Firm Legal Counsel

In part because of the number of clients we represent and the complexity of the matters in which we are engaged, issues may arise from time to time that involve questions as to our duties as lawyers, including under the professional conduct rules. Such questions might include, for example, issues raised because of a disagreement between us and a client over the handling of a client's matter. Under normal circumstances when such issues arise, we would seek advice from our in-house legal counsel who have deep experience in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and legal counsel for the firm. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is helpful to consult with our firm counsel, we may do so on the understanding that you agree that these communications are privileged and confidential to the firm.

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your obligations to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals or proceedings.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will

discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

If our Firm or any of our lawyers or staff are named as a party, or are subpoenaed or otherwise lawfully compelled to respond or produce evidence or appear in a legal proceeding or deposition relating to our services performed for you (excluding claims for lawyer misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on October 2, 2026 by and between Waterdance Non-Potable Water Activities Authority Colorado (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Review recommendations made by other parties to the Client with respect to the new Issue(s).¹
3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
4. Assist the Client in establishing a plan of financing
5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
6. Prepare the financing schedule
7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
9. Attend meetings of the Client's governing body, as requested
10. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
11. Advise the Client with regard to continuing disclosure matters, as requested
12. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
13. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
14. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
15. Respond to questions from underwriters
16. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
17. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
18. Prepare a closing memorandum or transaction summary

¹¹ **Note: The acceptance of this duty will require you to document in writing the suitability or non-suitability of the third party recommendation.**

19. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s)²
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
23. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

For Services Respecting Official Statement.

Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42³ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation will be based on a fixed fee, \$100,000. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific

² **Note: The acceptance of this duty will require you to document in writing the suitability or non-suitability of the third party recommendation.**

³ See MSRB Rule G-42(c)(v).

municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. *Piper Sandler's Regulatory Duties When Servicing the Client.* MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. *Expenses.* Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. *Term of Agreement.* The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the [respective] settlement date(s) for the Issue(s).

So long as Piper Sandler is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper Sandler, the Client shall first give written notice to Piper Sandler of the specific event of non-performance, and shall allow Piper Sandler 30-days to remedy the specific item of non-performance, prior to termination. If Piper Sandler fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper Sandler for all Reasonable Fees. Piper Sandler may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of

this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Waterdance Non-Potable Water Activities Authority Colorado
1625 Pelican Lakes Point Suite 201
Windsor, CO 80550

Martin Lind, President
303 482-2213
mlind@watervalley.com

Or to the Financial Services Provider at:

Piper Sandler & Co.
1144 15th Street Suite 2050
Denver, CO 80202

P. Jonathan Heroux, Managing Director
303 405-0848
pjonathan.heroux@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the 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 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.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Colorado.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

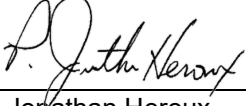
Martin Lind, President

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

P. Jonathan Heroux, Managing Director
John Kolstoe, Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: 
P. Jonathan Heroux
Its: Managing Director
Date: 10/02/2026

ACCEPTED AND AGREED:

WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY COLORADO

By: _____
Martin Lind
Its: President
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's

management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) ***How to Access Form MA and Form MA-I Filings.*** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Capital
Markets

RBC Capital Markets, LLC
Municipal Finance
1801 California Street, Suite 3850
Denver, CO 80202
Telephone: 303-595-1202

September 29, 2026

Attn: Martin Lind
WaterDance Non-Potable Water Activities Authority
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122

Re: Utility Revenue Bonds, Series 2026 (Bonds)

Dear Mr. Lind:

RBC Capital Markets, LLC (RBCCM) is writing the President of the WaterDance Non-Potable Water Activities Authority (Issuer) to:

- (i) Confirm the engagement of RBC Capital Markets, LLC as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the above-captioned Bonds pursuant to the Securities and Exchange Commission's Municipal Advisor Rule, and
- (ii) Provide certain disclosures as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following MSRB Rule G-17 (Rule G-17) conflict of interest disclosures are now broken down into three types, including: (i) dealer-specific conflicts of interest disclosures; (ii) transaction-specific disclosures (if applicable); and (iii) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RBCCM has identified the following potential or actual material conflicts:

ORDINARY COURSE OF BUSINESS ACTIVITIES AND RELATIONSHIPS

- RBCCM and its affiliates comprise a full service securities firm and a commercial bank among other entities. RBCCM engages in municipal advisory activities, securities trading and underwriting, corporate investment banking, asset management, retail and institutional brokerage, and other commercial and investment banking products and services for a wide range of corporations, municipal entities and individuals.
- The activities of RBCCM and its affiliates may include investment in, and trading of, securities and other financial instruments for their own account or the account of customers relating to the securities and/or financial instruments of the Issuer and/or the Obligor.

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

- RBCCM and its affiliates may also communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views relating the securities of the Issuer and/or the Obligor.
- RBCCM maintains business relationships with municipal advisory firms, broker-dealers, law firms and other transaction participants as part of its national municipal securities business but does not utilize referral arrangements with such entities regarding municipal underwriting, sales or trading.

RBC SECURITIES DISTRIBUTION AGREEMENT

- RBCCM, an underwriter of the Bonds, has entered into a distribution arrangement with its affiliate RBC Securities, Inc. (RBC Securities) (formerly known as City National Securities, Inc.). As part of this arrangement, RBCCM may distribute municipal securities to investors through the financial advisor network of RBC Securities. As part of this arrangement, RBCCM may compensate RBC Securities for its selling efforts with respect to the Bonds.

II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since RBCCM has not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required to be furnished by RBCCM under Rule G-17.

III. Standard Disclosures

- Disclosures Concerning the Underwriter’s Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with issuers, obligors and investors.
 - The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer and/or the Obligor. The underwriter has financial and other interests that differ from those of the Issuer and/or the Obligor.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer and/or the Obligor under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer and/or the Obligor without regard to its own financial or other interests.
 - The Issuer and/or the Obligor may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer/Obligor’s interest in this transaction.
 - The underwriter has a duty to purchase the Bonds from the Issuer and/or the Obligor at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

- o The underwriter will review the official statement for the Bonds 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 Underwriter's Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer and/or the Obligor 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 and/or Obligor officials have any questions or concerns about the engagement of RBCCM or these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer and/or the Obligor's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. This engagement is preliminary, non-binding and may be terminated at any time without penalty or liability for costs incurred by the underwriter.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds 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 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.

Please sign and return the enclosed copy of this letter to me via PDF or to the address set forth herein. 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.

We look forward to working with you in connection with the issuance of the Bonds. Thank you.

Sincerely,



Michael Persichitte, Managing Director
RBC CAPITAL MARKETS, LLC

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.

Acknowledgement of the G-17 Disclosure Letter:

Martin Lind, President
WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY

Date: _____



October 27, 2026

WaterDance Non-Potable Water Activities Authority
1625 Pelican Lakes Point, Suite 201
Windsor, CO 80550

Re: Special Disclosure of Costs for Legal Services in Connection with **Bonds**

Dear Board of Directors:

WBA Local Government Law (“**WBA**”) currently serves as general counsel to WaterDance Non-Potable Water Activities Authority (the “**Authority**”) pursuant to an engagement letter dated October 15, 2026 that defines the scope of WBA’s engagement for general counsel legal services (the “**Engagement**”). The Engagement states that fees for our services are paid monthly based on hours of service provided and other factors set forth in the Engagement. The purpose of this letter is to confirm the terms of a special fee arrangement regarding WBA’s work in connection with the expected issuance by the Authority of its Non-Potable Water Activities Revenue Refunding and Improvement Bonds, in the estimated principal aggregate amount of up to \$50,000,000 (the “**Series 2026 Bonds**”) (the “Series 2026 **Bonds**,” are referred to as the “**Bonds**” and/or the “**Transaction**”). This letter is also intended to describe the roles of WBA and various other professionals expected to be involved in the Transaction. Due to the nature of this type of Transaction, fees for all professionals are usually paid at closing; however, our Engagement provides for monthly billing and payment, followed, typically, by reimbursement to the Authority for our fees from closing proceeds. This letter discloses a special billing arrangement for our fees to provide a measure of certainty to the Authority regarding the costs of the Transaction. Other than as specifically noted herein, this letter is not intended to alter any of the provisions of the Engagement.

The effort to close the Transaction may involve the work of several professionals outside the Firm including: (i) an investment banker (the “**Underwriter**”) who will be engaged by the Authority to structure and then market the Transaction; (ii) a bond lawyer who will be engaged by the Authority to assist with structuring the Transaction and issue various opinions necessary to close the Transaction, including a tax exempt opinion (“**Bond Counsel**”); and (iii) disclosure counsel who will be engaged by the Authority to prepare the necessary documents to describe the Transaction and disclose the potential risks thereof to purchasers (“**Disclosure Counsel**”). Please note that it is also our recommendation that the Authority engage an independent municipal advisor to provide advice with respect to the Transaction, specifically including advice regarding structure, timing, financial terms, and other similar matters. These professional firms are generally referred to herein as the “**Professionals**”. Our role as general counsel will be to participate with the Professionals in documenting the Transaction as to which we will render a general counsel opinion to various parties regarding the status of the Authority and other matters surrounding the Transaction.

All of the Professionals will be paid out of proceeds of the Transaction on terms set forth in their individual engagements, which means they are paid by the Authority. Their duties to the Authority will be set forth in their individual engagement agreements and will run directly to the Authority and not to WBA. The Underwriter may choose to engage its own counsel whose duties will run to the Underwriter/Placement Agent only, but whose fees are generally paid by the Authority as a cost of the Transaction at closing.

In connection with these Professional engagements, it is important to understand that WBA's role in the Transaction is limited to matters specifically set forth in our legal opinion, the anticipated form of which is attached hereto (the "**Opinion**"). If the risk or structure of the Transaction changes materially from what we anticipate at this time, resulting in changes to our Opinion which may increase the scope of our services or risk, we will advise the Authority and it may be necessary for us to increase our fees (as set forth below) for these services.

It is also important for the Authority to understand, and agree, that WBA is not engaged to oversee the efforts, work product, advice or opinions of the other Professionals. We will perform the work necessary to render our Opinion and will be sufficiently involved in the Transaction to keep the Board of Directors apprised of the status of the efforts of the other Professionals. We read their work to assure our familiarity with their documents but we do not review their work for completeness or accuracy. They are engaged because their services fall outside the scope of our expertise. Accordingly, by proceeding with the Transaction, the Authority acknowledges that it will rely solely on such Professionals as to the advice they render to the Authority and the content of their written materials, and the Authority further acknowledges that WBA is not the guarantor of their work. Should the Authority have any questions or concerns regarding the work of other Professionals, those questions should be directed to us so we can make sure they are addressed by the correct party.

As compensation for WBA's services as general counsel in connection with the approval, issuance and closing of the Transaction, the Authority shall pay the Firm a fee of \$85,000 for the Transaction from closing proceeds. The purpose of the fee is to compensate us for our time and expertise in connection with attempting to achieve a closing of the Transaction, and for risks we incur in connection with the issuance of our Opinion. Accordingly, we will NOT include time and materials billings to the Authority as part of our routine monthly general counsel invoices; rather, a "**Bond Transaction Legal Services Invoice**" will be provided to the Authority at or near the closing of the Transaction and shall be due at the time of closing. If the anticipated structure of the Bonds changes significantly, we may propose an increase in the fee if warranted by the change, and the above-proposed fee is nonbinding with respect to an issuance of the Bonds in accordance with a structure varying materially from the structure described above. In addition to the above-referenced fee, there shall be due and payable on a monthly basis all out of pocket expenses incurred or paid by the Firm on behalf of the Authority in connection with the Transaction. Please note that if the Authority directs that work on the Transaction cease prior to closing, or in the event the Transaction does not close for any reason within 90 days of the date of this letter, we may opt to provide a standard invoice to you for actual time and expenses incurred, which will be due in accordance with our standard Engagement, in lieu of the Bond Transaction Legal Services Invoice referenced above.

We appreciate the opportunity to continue to provide legal services to the Authority.
Should you have any questions regarding this matter, please do not hesitate to call us.

Sincerely,

WBA, PC

WBA, PC
Attorneys at Law

WaterDance Non-Potable Water Activities Authority

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

**CERTIFIED RECORD
OF
PROCEEDINGS OF
THE BOARD OF DIRECTORS
OF
WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY
WELD COUNTY, COLORADO**

Relating to a

RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO:

\$50,000,000

**NON-POTABLE WATER ACTIVITIES REVENUE REFUNDING
AND IMPROVEMENT BONDS SERIES 2026**

STATE OF COLORADO	)
	)
COUNTY OF WELD	) ss.
	)
WATERDANCE NON-POTABLE	)
WATER ACTIVITIES AUTHORITY	)

I, the Secretary or Assistant Secretary of the WaterDance Non-Potable Water Activities Authority (the “**Authority**”), in Weld County, in the State of Colorado, do hereby certify that:

1. Attached hereto is a true and correct copy of a resolution (the “**Resolution**”) adopted by the Board of Directors (the “**Board**”) of the Authority at a special meeting, pursuant to due notice and call, held on Tuesday, October 27, 2026, at the hour of 10:00 a.m. at 1625 Pelican Lakes Point, Suite 200, Windsor, Colorado 80112, being the regular meeting place of the Board, and via teleconferencing and videoconferencing can be joined using the information below:

Link:

<https://us06web.zoom.us/j/89492343272?pwd=pd4CHDVLfplwguNjrMneB6uGE2j0YC.1>

Meeting ID: 894 9234 3272; Passcode: 803726; Call-in Number: 719-359-4580

2. Notice of such meeting was posted no less than 24 hours prior to the holding of the meeting on a public website of the Authority or in a designated public place within the boundaries of the Authority, in accordance with law.

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

4. Upon roll call, the members of the Board not marked absent below, were present, constituting a quorum, and the Resolution was duly introduced, moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

Board Member	Yes	No	Absent	Abstaining
Martin Lind				
Austin Lind				
Garrett Scallon				
Justin Donahoo				

5. The Resolution was duly approved by the Board, signed by the President of the Board, sealed with the Authority’s seal, attested by the Secretary or Assistant Secretary of the Board and recorded in the minutes of the Board.

6. The meeting at which the Resolution was adopted was noticed, and all proceedings relating to the adoption of the Resolution were conducted in accordance with all applicable bylaws, rules, regulations and resolutions of the Authority, in accordance with the normal procedures of the Authority relating to such matters, and in accordance with applicable constitutional provisions and statutes of the State of Colorado.

WITNESS my hand and the seal of the Authority this 27th day of October, 2026.

[SEAL]

By _____
Secretary

(Attach copy of notice of meeting, as posted)

TABLE OF CONTENTS

Section 1.	Definitions.....	6
Section 2.	Authorization and Purpose of Bonds.....	12
Section 3.	Bond Details.....	12
Section 4.	Payment of Bonds; Paying Agent	13
Section 5.	Redemption of Bonds	14
Section 6.	Book-Entry System	15
Section 7.	Form of Bonds	16
Section 8.	Execution and Authentication of Bonds	16
Section 9.	Registration of Bonds in Registration Books Maintained by Paying Agent	16
Section 10.	Transfer and Exchange of Bonds.....	16
Section 11.	Replacement of Lost, Destroyed, Stolen, or Mutilated Bonds	16
Section 12.	Delivery of Bonds and Application of Bond Proceeds and Other Available Revenues.....	17
Section 13.	Funds and Accounts	17
Section 14.	Water System Fund.....	17
Section 15.	Project Account.....	18
Section 16.	Bond Account.....	18
Section 17.	Reserve Account	19
Section 18.	Investments	20
Section 19.	Federal Income Tax Covenants	20
Section 20.	Maintenance of Rates and Other Covenants	21
Section 21.	Additional Obligations	23
Section 22.	Delegation and Parameters.....	25
Section 23.	Authorization to Execute Documents.....	26
Section 24.	Authorization of Bond Insurance	26
Section 25.	Post-Issuance Tax Compliance Policy.....	27
Section 26.	Defeasance	27
Section 27.	Events of Default	27
Section 28.	Remedies For Events of Default	28
Section 29.	Permitted Amendments to Resolution	29
Section 30.	Amendments Requiring Consent of Owners	29
Section 31.	Effect of Amendment.....	30
Section 32.	Removal or Resignation of Paying Agent; Successors	30
Section 33.	Costs and Expenses.....	30
Section 34.	Official Statement	31
Section 35.	Pledge of Revenues; Special Limited Obligations	31
Section 36.	No Recourse against Officers and Agents	31
Section 37.	Conclusive Recital	31
Section 38.	Limitation of Actions.....	32
Section 39.	Holidays	32
Section 40.	Ratification and Approval of Prior Actions.....	32
Section 41.	Resolution Irrepealable	32
Section 42.	Repealer	32
Section 43.	Severability	32
Section 44.	Effective Date	32
Section 45.	Electronic Signatures	32
Section 46.	Confirmation of Seal; Electronic Production and Reproduction	32

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE BY WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY, WELD COUNTY, COLORADO, OF ITS NON-POTABLE WATER ACTIVITIES REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2026, FOR THE PURPOSE OF REFUNDING CERTAIN OBLIGATIONS OF THE MEMBER DISTRICTS OF THE AUTHORITY WHICH FINANCED OR REFINANCED FACILITIES AND RESOURCES OF THE SYSTEM AND FINANCING THE COSTS OF CERTAIN IMPROVEMENTS TO THE SYSTEM; PROVIDING THE FORM OF SUCH BONDS AND OTHER DETAILS WITH RESPECT TO SUCH BONDS AND THE PAYMENT THEREOF; AND APPROVING OTHER DOCUMENTS RELATING TO SUCH BONDS.

WHEREAS, WaterDance Non-Potable Water Activities Authority (the “**Authority**”) is a public corporation and political subdivision of the State of Colorado (the “**State**”) duly organized and existing as a separate legal entity under the constitution and laws of the State, pursuant to Section 29-1-204.2, Colorado Revised Statutes, as amended (“**C.R.S.**”), and in conformity with Sections 29-1-203 and 29-1-203.5, C.R.S. (collectively, the “**Acts**”); and

WHEREAS, the Authority was organized pursuant to the WaterDance Non-Potable Water Activities Authority Establishment Agreement entered into by and between Raindance Metropolitan District No. 1, in the Town of Windsor, Weld County, Colorado (“**Raindance**”) and Poudre Tech Metropolitan District, in the Town of Windsor, Weld County, Colorado (“**PTMD**” and, collectively with Raindance, the “**Member Districts**”) dated September 29, 2026 (as may be amended or restated from time to time, the “**Establishment Agreement**”), to own, acquire, construct, operate, maintain, and repair the two separate District Water Systems (as defined below) of the Member Districts as a single, consolidated non-potable water utility, and to manage the two separate District Water Resources (as defined below) of the Member Districts on a combined basis, including the consolidation of rate-setting, billing, and collection functions previously performed separately by each of the Member Districts; and

WHEREAS, the service area of the Authority is comprised of the boundaries of the Raindance Districts and the Water Valley Districts (both as defined below); and

WHEREAS, pursuant to the Acts, in particular (but not exclusively) Section 29-1-204.2(7), C.R.S., the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system, or facility or the combined functions, services, systems, or facilities of the entity or from any other available funds of the Authority; and

WHEREAS, the Member Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized under Title 32, Article 1, C.R.S. (the “**Special District Act**”), located in the Town of Windsor, Weld County, Colorado (the “**County**”), and each is authorized to provide water, sanitation, and related services and facilities within and outside its boundaries; and

WHEREAS, Raindance was organized concurrently with, and provides services to

Raindance Metropolitan District Nos. 2-3 and National Resort Metropolitan District (formerly Raindance Metropolitan District No. 4) (together with Raindance, collectively the “**Raindance Districts**”), and PTMD was organized concurrently with, and provides services to Water Valley Metropolitan District Nos. 1-2 (together with PTMD, collectively the “**Water Valley Districts**”); and

WHEREAS, prior to the formation of the Authority, Raindance owned and operated a non-potable irrigation water system and associated water rights and water resources serving property within the Raindance Districts, and PTMD owned and operated a non-potable irrigation water system and associated water rights and water resources serving property within the Water Valley Districts (each Member District’s system, individually, a “**District Water System**,” and collectively, the “**District Water Systems**,” and each Member District’s water rights, raw water supplies, storage interests, and augmentation and exchange rights, individually, its “**District Water Resources**” and collectively, the “**District Water Resources**”); and

WHEREAS, the District Water Systems are physically interconnected, the District Water Resources are managed jointly, and the District Water Systems effectively function, and have for a number of years been operated, as a single, unified non-potable water system; the Member Districts currently manage the District Water Systems and District Water Resources pursuant to that certain 2021 Intergovernmental Agreement (the “**2021 IGA**”), the primary operative provision of which is that the Member Districts shall manage their District Water Systems and District Water Resources jointly as if they were one system, but which (a) prohibits any conveyance of title, easements, or other real or personal property interests in the District Water Systems or District Water Resources as between the Member Districts, and (b) does not authorize the incurrence of debt; and

WHEREAS, for the purpose of financing or refinancing the acquisition and/or construction of water projects and facilities relating to the applicable District Water System and acquiring the applicable Water Resources, Raindance and PTMD have previously issued (through their respective water activity enterprises) indebtedness payable from the revenues of the applicable District Water System, of which there is presently outstanding (collectively, the “**District Water Revenue Obligations**”):

- (i) Raindance’s Non-Potable Water Enterprise Revenue Bonds, Series 2020 dated August 6, 2020 (the “**Raindance 2020 Bonds**”), issued in the aggregate principal amount of \$24,315,000 pursuant to a resolution of the Board of Directors of Raindance adopted on July 8, 2020 (as further supplemented by a Sale Certificate executed August 6, 2020, in accordance with the authority thereof, the “**Raindance 2020 Bond Resolution**”), presently outstanding in the aggregate principal amount of \$24,260,000; and
- (ii) PTMD’s loan initially incurred in the principal amount of \$14,800,000 (the “**PTMD 2023 Loan**”) pursuant to a Loan Agreement dated October 17, 2023 (the “**PTMD 2023 Loan Agreement**”), between PTMD and Independent Bank (the “**PTMD Lender**”), presently outstanding in the principal amount of \$14,800,000; and

WHEREAS, the District Water Revenue Obligations bear interest and are subject to

redemption or prepayment at the option of the applicable Member District as follows:

- (i) the Raindance 2020 Bonds bear interest at per annum rates of 5.000% (Raindance 2020 Bonds maturing December 1, 2040) and 5.250% (Raindance 2020 Bonds maturing December 1, 2050), and are presently subject to redemption at the option of Raindance at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date plus a redemption premium equal to 3.00% of the principal amount redeemed (applicable to redemption dates occurring from December 1, 2025 to November 30, 2026), and, commencing December 1, 2026, will be subject to redemption at the option of Raindance at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date plus a redemption premium equal to 2.00% of the principal amount redeemed (applicable to redemption dates occurring from December 1, 2026 to November 30, 2027); and
- (ii) the PTMD 2023 Loan matures October 17, 2028, bears interest at the rate of 5.625% per annum, subject to the applicability of the Default Rate, and is presently subject to prepayment at the option of PTMD on any date at a redemption price equal to the principal amount thereof redeemed plus accrued interest to the redemption date without redemption premium; and

WHEREAS, the District Water Revenue Obligations are payable from the net revenues of the applicable District Water System, as more particularly provided in the Raindance 2020 Bond Resolution and PTMD 2023 Loan Agreement, as applicable; provided, however, that the PTMD 2023 Loan is also payable from and secured by certain revenues of the Raindance District Water System on a basis subordinate to the Raindance 2020 Bonds in accordance with that certain Subordinate Pledge Agreement dated October 17, 2023 (the “**Subordinate Pledge Agreement**”), by and among PTMD, Raindance and the PTMD Lender; and

WHEREAS, the Board of Directors of each of the Member Districts has determined that it is necessary and appropriate and in the best interests of the communities served by the District Water Systems to effect a refunding of the applicable District Water Revenue Obligations, and has further determined and declared its intent to redeem the applicable District Water Revenue Obligations on the earliest practicable date that results in the highest net present value savings to the Member District (acknowledging that, with respect to the Raindance 2020 Bonds this may result in deferring redemption until the redemption premium on the Raindance 2020 Bonds reduces to 2.00%), subject to the availability of funding therefor; and

WHEREAS, the Board of Directors of each of the Member Districts has further determined that it would be most efficient and economical to accomplish the refunding of the District Water Revenue Obligations through the issuance of a single series of bonds payable from the net revenues of the two District Water Systems and, to accomplish the same, the Member Districts have formed the Authority to, among other matters, consolidate the ownership and operation of the District Water Systems and District Water Resources, refinance the District Water Revenue Obligations, and undertake any financing required in the future pertaining to the District Water Systems; and

WHEREAS, the Member Districts have executed documentation conveying to the

Authority the District Water Systems and the District Water Resources, such conveyance to be effective upon the date of issuance of the Bonds (as defined below) and the defeasance of the District Water Revenue Obligations (the District Water Systems and the District Water Resources, as so conveyed to and consolidated by the Authority, being referred to herein as the “**System**,” as more particularly defined in Section 1 hereof); and

WHEREAS, the Board has adopted the Water Fees Resolution (as defined herein) establishing the rates, fees, tolls, and charges to be imposed by the Authority for the services furnished by, the use of, and the availability of the System, the effectiveness of which resolution is contingent upon the issuance of the Bonds and the defeasance of the District Water Revenue Obligations; and

WHEREAS, the Board has further determined that it is necessary and appropriate, and in the best interests of the Authority and the customers of the System, that the Authority undertake a capital project comprised of the acquisition, construction, installation, and completion of certain improvements, extensions, enlargements, and betterments to the System (together, the “**Project**”); and

WHEREAS, the Board of Directors of the Authority has determined that it is necessary and appropriate, in the best interests of the customers of the District Water System, and in furtherance of the purposes of the Authority as set forth in the Establishment Agreement to issue indebtedness to refund the District Water Revenue Obligations and to finance the costs of the Project and, for such purposes, the Board has determined and hereby determines to issue its Non-Potable Water Activities Revenue Refunding and Improvement Bonds Series 2026 (the “**Bonds**”) in an aggregate principal amount not to exceed \$50,000,000, subject to the final negotiation of certain terms of the Bonds to be set forth in the Sale Certificate (defined herein), as more particularly set forth herein; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Acts, specifically including (without limitation) Section 29-1-204.2(7), C.R.S., and all other laws thereunto enabling; and

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

WHEREAS, the Bonds shall be revenue obligations of the Authority and shall be payable solely from the Net Revenue (as defined herein); and

WHEREAS, pursuant to the Acts, obligations issued pursuant to the provisions thereof are not indebtedness of the separate legal entity or the cooperating or contracting parties within the meaning of any provision or limitation specified in the state constitution or law; accordingly, neither the Authority nor either Member District has sought or allocated, or is required to seek or allocate, electoral authorization for the issuance of the Bonds; and

WHEREAS, as stated in the Establishment Agreement, the Authority intends to operate as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution (i.e., a government owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined);

provided, however, that the Authority is not required by the terms hereof or any undertaking or agreement pertaining to the Bonds to continue to operate as an enterprise; and

WHEREAS, at the direction of the Board, RBC Capital Markets, LLC, Denver, Colorado (the “**Underwriter**”) may, on behalf of the Authority, discuss with bond insurance companies the terms of a Bond Insurance Policy (as defined herein) with respect to all or a portion of the Bonds and a Reserve Policy (as defined herein), and the Board desires to delegate the authority to the Sale Delegate to determine whether the Bonds will be secured by the Bond Insurance Policy and whether the Reserve Fund will be established and funded with a Reserve Policy or with proceeds of the Bonds, or a combination thereof, to designate the Bond Insurer (as defined herein) and to determine the terms of the Commitments (as defined herein); and

WHEREAS, there has been presented to this meeting of the Board a proposal in the form of a Bond Purchase Agreement (the “**Bond Purchase Agreement**”) from the Underwriter, to purchase the Bonds upon specified terms and conditions, the final terms and conditions of which are to be set forth in the Bond Purchase Agreement in accordance with the Sale Certificate; and

WHEREAS, after consideration, the Board has determined that the refunding of the District Water Revenue Obligations, the financing of the Project, and the sale of Bonds to the Underwriter upon the terms and conditions presented to the Board and set forth in the Bond Purchase Agreement (a final form of which will be approved by the Sale Delegate subject to the limitations of the authority delegated to the Sale Delegate set forth herein) is in the best interests of the Member Districts, the Authority and the customers of the System; and

WHEREAS, there has been presented to this meeting of the Board substantially final forms of the following (all as defined herein): (a) the Bond Purchase Agreement, (b) the Continuing Disclosure Undertaking, (c) the Paying Agent Agreement, (d) the Raindance Escrow Agreement, (e) the Preliminary Official Statement; and (f) the Post-Issuance Tax Compliance Policy; and

WHEREAS, the Board desires to: (i) authorize the issuance and sale of the Bonds and the execution of the foregoing documents; (ii) pursuant to Section 11-57-205(1), C.R.S., delegate the authority to the Sale Delegate to determine certain provisions of and make other determinations regarding the Bonds, including determination of the Bond Insurer (if any) and any portion of the Bonds to constitute Insured Bonds (as defined herein), which determinations are to be set forth in the Sale Certificate and the Bond Purchase Agreement, to be executed and delivered by the Sale Delegate on behalf of the Authority, all in accordance with the provisions of this Resolution; and (iii) authorize the execution, completion, and delivery of such certificates and other documents as may be necessary to effect the intent of this Resolution, as such delegation authority is more specifically delineated by, and subject to the limitations set forth in, this Resolution; and

WHEREAS, pursuant to Section 32-1-902(3), C.R.S., and Section 18-8-308, C.R.S., all known potential conflicting interests of the Directors were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with Section 24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the issuance of the Bonds in writing to the Secretary of State and the Board; finally, the Board members have stated for the record

immediately prior to the adoption of this Resolution the fact that they have such interests and the summary nature of such interests and the participation of those Board members is necessary to obtain a quorum or otherwise enable the Board to act.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY:

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

“Act” means Sections 29-1-203, 29-1-203.5 and 204.2, C.R.S.

“Annual Debt Service” means, for any particular Fiscal Year, the aggregate amount of principal of and interest on the Outstanding Bonds and any outstanding Parity Lien Bonds to become due and payable in such Fiscal Year, excluding any such bonds which have been defeased pursuant to the terms of the authorizing documents; provided that: (i) the amount due in any Fiscal Year shall be reduced by the amount on deposit in the Bond Account and any similar account created for the payment of Parity Lien Bonds, as applicable, as of the date of calculation; and (ii) such computation shall assume the redemption and payment of bonds or other obligations subject to mandatory redemption, but shall be made without regard to any right of optional redemption which has not been exercised. For purposes of calculating the Annual Debt Service with respect to any Fiscal Year in which any issue of Bonds or Parity Lien Bonds finally mature, there shall be subtracted from the final payment for said bonds any amount on deposit in a reserve fund anticipated to be available for payment of debt service at final maturity, as reasonably determined by the Board in good faith, such determination to be binding and final.

“Authority Representative” means any officer of the Board or the person or persons at the time designated to act on behalf of the Authority by any subsequent resolution of the Board.

“Authorized Denominations” means the amount of \$5,000 or any integral multiple of \$1,000 in excess thereof.

“Beneficial Owner” means any person for which a Participant acquires an interest in the Bonds.

“Board” means the Board of Directors of the Authority.

“Bond Account” means the “WaterDance Non-Potable Water Activities Authority, Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Bond Account,” established by Section 13 hereof.

“Bond Counsel” means any firm of nationally recognized municipal bond attorneys selected by the Authority and experienced in the issuance of municipal bonds and the exclusion of the interest thereon from gross income for federal income tax purposes.

“Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds, as provided therein.

“Bond Insurer” means the entity, if any, identified in the Sale Certificate as the issuer of the Bond Insurance Policy and/or the Reserve Policy, or any successor thereto

“Bonds” means the Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026, in an aggregate principal amount not to exceed \$50,000,000, dated the date of issuance, issued by the Authority pursuant to this Resolution.

“Business Day” means a day on which the Paying Agent or banks or trust companies in Denver, Colorado, or in New York, New York, are not authorized or required to remain closed and on which the New York Stock Exchange is not closed.

“Capital Facilities Fees” means the capital facilities fees imposed by the Authority within the service area of the Authority and payable to the Authority pursuant to the Water Fees Resolution, including the revenue derived from any action to enforce the collection of Capital Facilities Fees, and the revenue derived from the sale or other disposition of property acquired by the Authority from any action to enforce the collection of Capital Facilities Fees.

“Cede” means Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

“Certified Public Accountant” means a certified public accountant within the meaning of Section 12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State.

“Code” means the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

“Colorado Municipal Bond Supervision Act” means Article 59 of Title 11, C.R.S.

“Commitments” means, collectively, those certain offers, if any, to issue the Bond Insurance Policy and/or the Reserve Policy, designated as the Commitments, issued by the Bond Insurer.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking to be executed by the Authority and to be dated as of the date of issuance of the Bonds.

“Counsel” means a person, or firm of which such a person is a member, authorized in any state to practice law.

“County” means Weld County, Colorado.

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

“Dated Date” means the date of issuance of the Bonds, as established by the Sale Certificate.

“Depository” means any securities depository that the Authority may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

“Insured Bonds” means a portion of, or all of, the Bonds insured by the Bond Insurance Policy (if any).

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns. References herein to DTC shall include any nominee of DTC in whose name any Bonds are then registered.

“Event of Default” means any one or more of the events set forth in Section 27.

“Federal Securities” means direct obligations of (including obligations issued or held in book-entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Financing Documents” means, collectively, this Resolution, the Paying Agent Agreement, the Tax Compliance Certificate (including as an exhibit thereto the Post-Issuance Tax Compliance Policy), the Bond Purchase Agreement, the Raindance Escrow Agreement and the Continuing Disclosure Undertaking.

“Fiscal Year” means the 12-month period ending December 31 of each calendar year.

“Gross Revenue” means all income and revenue directly or indirectly derived by the Authority from the System, or any part thereof, including without limitation, any rates, fees, tap fees, standby charges, availability fees, tolls, and charges for the services furnished by, for the use of, or for the availability of, the System, plus Capital Facilities Fees, *but excluding*: (a) income from the sale of property in accordance with Section 20(g) hereof; (b) Tap Fees; (c) moneys borrowed and used for providing capital improvements; (d) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; (e) any moneys received as grants or appropriations from the United States, the State, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of capital improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, or the availability of any such service; and (f) any insurance proceeds or condemnation awards, except to the extent provided in Section 20(j) hereof.

“Interest Payment Date” means each June 1 and December 1, commencing June 1, 2027, or such other dates as established in the Sale Certificate.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

“Maximum Annual Debt Service” means the maximum amount of Annual Debt Service that will become due in any single current or future Fiscal Year.

“Net Operating Revenue” means Gross Revenue (but *excluding* Capital Facilities Fees) after deducting Operation and Maintenance Expenses.

“Net Revenue” means Gross Revenue after deducting Operation and Maintenance Expenses.

“Official Statement” means the final Official Statement relating to the offer and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary costs and expenses of the Authority for the operation, maintenance and repair of the System, including without limitation legal and overhead expenses of the Authority directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor, the cost of materials and supplies for operations, and the cost of leasing, renting or otherwise procuring water or water resources on a temporary or annual basis, but excluding depreciation and any portion of such costs, legal liabilities not based on contract, expenses incurred in connection with capital improvements, payments due in connection with any bonds or other obligations issued to provide capital improvements, charges for the accumulation of reserves and expenses funded or provided for from Tap Fees. Notwithstanding the foregoing, for the purpose of determining compliance with the provisions of Section 20(a) hereof, *“Operation and Maintenance Expenses”* shall also exclude the accumulation of reserves and expenses funded or provided for from Capital Facilities Fees.

“Outstanding” or **“Outstanding Bonds”** means, as of any particular time, all Bonds which have been duly authenticated and delivered under this Resolution, except:

- (a) any Bond cancelled by the Authority or the Paying Agent, or otherwise on the Authority’s behalf, at or before such date;
- (b) any Bond held by or on behalf of the Authority;
- (c) any Bond for the payment or the redemption of which moneys or Federal Securities sufficient to meet all of the payment requirements of the principal of, premium, if any, and interest on such Bond to the date of maturity or prior redemption thereof, shall have theretofore been deposited in trust for such purpose in accordance with Section 26; and
- (d) any lost, apparently destroyed, or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“Owner(s)” or **“Owner(s) of Bonds”** means the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Paying Agent, including the Depository for the Bonds, if any, or its nominee.

“Parity Lien Bonds Resolution” means any resolution adopted or indenture or other agreement entered into by the Authority pursuant to which Parity Lien Bonds are authorized.

“Parity Lien Bonds” means any bonds, notes, certificates or other obligations issued in accordance with Section 21 of this Resolution, payable in whole or in part from the Net Revenue and having a lien thereon on a parity with the Bonds.

“Parity Lien Bonds Reserve Requirement” means, with respect to any particular series of Parity Lien Bonds, an amount set forth in the documents authorizing such Parity Lien Bonds,

but not less than the least of the following (calculated as of the date of issuance of such Parity Lien Bonds): (a) 10% of the principal amount of such Parity Lien Bonds; (b) the maximum annual debt service in any calendar year on such Parity Lien Bonds; or (c) 125% of the average annual debt service on such Parity Lien Bonds; provided, however, that the Parity Lien Bonds Reserve Requirement may be reduced if, in the opinion of Bond Counsel, the funding or maintenance of it at the level otherwise determined pursuant to this definition will adversely affect the exclusion from gross income for federal income tax purposes of interest on any of the Bonds or Parity Lien Bonds.

“Participants” means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

“Paying Agent” means U.S. Bank Trust Company, National Association, Denver, Colorado, or any successor thereto or assignee thereof approved by the Authority.

“Paying Agent Agreement” means an agreement by and between the Authority and the Paying Agent concerning duties and obligations of the Paying Agent with respect to the Bonds.

“Permitted Investments” means any investment in which funds of the Authority may be invested under the laws of the State at the time of such investment.

“Post-Issuance Tax Compliance Policy” means the Post-Issuance Tax Compliance Policy to be set forth as an exhibit to the Tax Compliance Certificate.

“Preliminary Official Statement” means the Preliminary Official Statement concerning the Bonds and the Authority.

“Project” has the meaning ascribed thereto in the recitals hereof.

“Project Account” means the “WaterDance Non-Potable Water Activities Authority, Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Project Account,” established by Section 13 hereof.

“Project Account Disbursement Certificate” means a certificate substantially in the form attached hereto as Appendix B.

“PTMD” means Poudre Tech Metropolitan District, in the Town of Windsor, Weld County, Colorado.

“Raindance” means RainDance Metropolitan District No. 1, in the Town of Windsor, Colorado, and its successors and assigns.

“Rebate Account” means the “WaterDance Non-Potable Water Activities Authority, Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Rebate Account,” established by Section 13 hereof.

“Record Date” means the 15th day of the calendar month next preceding each Interest Payment Date.

“Raindance Escrow Agreement” means the Refunded Bonds Escrow Agreement to be

dated as of the date of issuance of the Bonds, between the Authority, Raindance and U.S. Bank Trust Company, National Association, Denver, Colorado, as escrow agent thereunder.

“Reserve Account” means the “WaterDance Non-Potable Water Activities Authority, Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Reserve Account,” established by Section 13 hereof.

“Reserve Policy” means a debt service reserve insurance policy, financial guaranty insurance policy or similar contract, if any, issued by a financial guaranty insurance company or similar institution for the purpose of satisfying all or any portion of the Reserve Requirement with respect to the Bonds, and/or the Parity Lien Bonds Reserve Requirement for any Parity Lien Bonds.

“Reserve Requirement” means the amount set forth in the Sale Certificate, which shall be not more than the least of the following (calculated as of the date of issuance of the Bonds): (a) 10% of the principal amount of the Bonds; (b) the maximum annual debt service in any calendar year on the Bonds; or (c) 125% of the average annual debt service on the Bonds.

“Sale Delegate” means the [President] of the Authority.

“Sale Certificate” means the certificate executed by the Sale Delegate, under the authority delegated pursuant to this Resolution, including, among other things, the aggregate principal amount of the Bonds, the interest rates, the maturity dates, and the mandatory sinking fund redemption amounts for the Bonds.

“Special Record Date” means the record date for determining Bond ownership for purposes of paying unpaid interest, as such date may be determined pursuant to this Resolution.

“State” means the State of Colorado.

“Subordinate Lien Bonds” means bonds, notes, certificates or other obligations of the Authority payable in whole or in part from the Net Revenue, and having a lien thereon, on a basis subordinate to the lien of the Bonds and any Parity Lien Bonds.

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

“System” means all of the Authority’s non-potable water facilities and properties, now owned or hereafter acquired, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto, which facilities and properties include all facilities and properties formerly comprising the District Water Systems and the District Water Resources conveyed to the Authority by the Member Districts.

“System Manager” means Steve Southard or such other person designated from time to time by the Authority as the manager of the System.

“Tap Fees” means the Tap Fees imposed by the Authority within the service area of the Authority and payable to the Authority pursuant to the Water Fees Resolution, including the revenue derived from any action to enforce the collection of Tap Fees, and the revenue derived

from the sale or other disposition of property acquired by the Authority from any action to enforce the collection of Tap Fees.

“Tax Compliance Certificate” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code, and any amendment or modification of any such certificate, instrument or instructions that is accompanied by an opinion of Bond Counsel stating that the amendment or modification will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

“Town” means the Town of Windsor, Weld County, Colorado.

“Underwriter” means RBC Capital Markets, LLC, Denver, Colorado, the original purchaser of the Bonds.

“Unrestricted Fund Balance” means, as of any particular December 31, the amount of all moneys then on deposit in the Water System Fund that are not committed by law or by contractual agreement of the Authority to be applied to a specific purpose, but excluding: (i) the Project Account, the Reserve Account, and any similar accounts created in connection with Parity Lien Bonds; and (ii) any moneys on deposit in the Water System Fund representing Tap Fees or any other moneys specifically excluded from the definition of Gross Revenue herein (it being acknowledged that such moneys are not required to be deposited to the Water System Fund but, regardless of whether on deposit therein, are not pledged to the payment of the Bonds).

“Water Fees Resolution” means the Resolution of the Board of Directors of the Authority Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities, adopted on October 15, 2026, the effectiveness of which is contingent upon the issuance of the Bonds and the defeasance of the District Water Revenue Obligations.

“Water System Fund” means the fund of the Authority designated as the “Water System Fund” and established by the Authority to record and account for the financial activities of the System.

Section 2. Authorization and Purpose of Bonds. Pursuant to and in accordance with the Constitution of the State, the Acts, the Supplemental Act, and all other laws of the State thereunto enabling, the Board hereby authorizes and directs that there shall be issued by the Authority its “WaterDance Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026,” in the aggregate principal amount set forth in the Sale Certificate pursuant to, and subject to the limitations set forth in, Section 22 for the purpose of refunding the District Water Revenue Obligations, funding costs of the Project, funding the Reserve Account to the Reserve Requirement (if no Reserve Policy is purchased), and paying other costs in connection with the issuance of the Bonds (including the Underwriter’s discount and the premium for the Reserve Policy and Bond Insurance Policy, if any).

Section 3. Bond Details.

(a) ***Registered Form, Denominations, Original Dated Date and Numbering.***
The Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations of, shall be dated as of the Dated Date, and shall be registered in the names of the persons identified in the registration books maintained by the Paying Agent pursuant

hereto. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter "R."

(b) ***Maturity Dates, Principal Amounts and Interest Rates.*** The Bonds shall be issued in the aggregate principal amounts set forth in the Sale Certificate. The Bonds shall be dated as of their Dated Date, mature on the dates, and shall bear interest (calculated based on a 360-day year of twelve 30-day months) at the rates set forth in the Sale Certificate. Interest on the Bonds shall be payable semiannually on each June 1 and December 1, commencing on June 1, 2027, or such other Interest Payment Dates as are set forth in the Sale Certificate.

(c) ***Unpaid Principal and Interest.*** To the extent principal of any Bond is not paid when due, such principal shall remain Outstanding until paid. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Bond.

Section 4. Payment of Bonds; Paying Agent.

(a) The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Paying Agent; provided, however, principal payments in connection with mandatory sinking fund redemptions shall not require presentation of the Bonds for payment.

(b) The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Paying Agent, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than 10 days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Paying Agent on a date selected by the Paying Agent. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

(c) Interest payments shall be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the Owners. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent; provided that the Authority shall not be required to make funds available to the Paying Agent prior to the dates on which such interest would otherwise be payable hereunder, nor to incur any expenses in connection with such alternative means of payment.

(d) The principal of, premium, if any, and interest on the Bonds shall be paid in accordance with the terms of the Paying Agent Agreement and the Letter of Representations.

Section 5. Redemption of Bonds. The Bonds shall be subject to redemption prior to their respective maturities as follows:

(a) ***Optional Redemption.*** The Bonds, if any, specified in the Sale Certificate shall be subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1,000, in any order of maturity and in whole or partial maturities, and if in part, in such order of maturities (and, in the case of multiple interest rates within a maturity, in such order of interest rates) as the Authority shall determine and by lot within Bonds of the same maturity and bearing the same interest rate, on such dates, if any, and at such prices, as set forth in the Sale Certificate.

(b) ***Mandatory Sinking Fund Redemption.*** All or any portion of the Bonds may be subject to mandatory sinking fund redemption by lot on December 1 of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with or without redemption premium, as specified in the Sale Certificate), plus accrued interest to the redemption date.

At its option, to be exercised on or before the 45th day next preceding each sinking fund redemption date, the Authority may (i) deliver to the Paying Agent for cancellation any Bonds and (ii) receive a credit in respect of its sinking fund redemption obligation for any Bonds of the applicable series, maturity and interest rate that prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Bond so delivered or previously redeemed shall be credited by the Paying Agent at the principal amount thereof and reduce the obligation of the Authority by a like principal amount in the year or years determined by the Authority.

(c) ***Redemption Procedures.*** Notice of any redemption of Bonds shall be given by the Paying Agent by sending a copy of such notice by first class, postage prepaid mail, not less than 20 days prior to the redemption date, to the Owner of each Bond being redeemed or by electronic means to DTC or its successors. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. Such notice may also provide that such redemption shall be conditioned on the availability of sufficient amounts to effect such redemption on the date fixed for redemption. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Resolution funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled. If less than all of the Bonds within a maturity and series are to be redeemed on any prior redemption date, except as provided in subparagraph

(a) hereof, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Paying Agent shall determine.

Section 6. Book-Entry System.

(a) The Bonds shall be initially issued in the form of single, certificated, fully registered Bonds for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Paying Agent in the name of Cede.

(b) With respect to Bonds registered in the name of Cede or held by a Depository, the Authority and the Paying Agent shall have no responsibility or obligation to any Participant or Beneficial Owner including, without limitation, any responsibility or obligation with respect to: (i) the accuracy of the records of the Depository or any Participant concerning any ownership interest in the Bonds; (ii) the delivery to any Participant, Beneficial Owner, or person other than the Owner, of any notice concerning the Bonds, including notice of redemption; or (iii) the payment to any Participant, Beneficial Owner, or person other than the Owner, of the principal of, premium, if any, and interest on or in connection with the Bonds. The Authority and the Paying Agent may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest with respect to such Bond, for purposes of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on or in connection with the Bonds only to or upon the order of the Owners, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the payment of the same. No person, other than an Owner, shall receive a certificated Bond evidencing the obligations of the Authority pursuant to this Resolution.

(c) DTC may determine to discontinue providing its service as Depository with respect to the Bonds at any time by giving notice to the Authority or the Paying Agent and discharging its responsibilities with respect thereto under applicable law. Additionally, the Board may terminate the services of DTC if it determines, in its sole and absolute discretion, that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners or the Authority. Such termination shall be effected by written notice of the same from the Authority to DTC and to the Paying Agent. Upon the termination of the services of DTC, a substitute Depository that is willing and able to undertake the system of book-entry transfers upon reasonable and customary terms may be engaged by the Authority or, if the Board determines in its sole and absolute discretion that it is in the best interests of the Beneficial Owners or the Authority that the Beneficial Owners be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the name of Cede or other nominee of a Depository but shall be registered in whatever name or names the Beneficial Owners shall designate at that time, and fully registered Bond certificates shall be delivered to the Beneficial Owners.

Section 7. Form of Bonds. The Bonds shall be in substantially the form set forth in Appendix A attached hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Authority executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the Authority. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Resolution and is incorporated herein as if set forth in full in the body of this Resolution.

Section 8. Execution and Authentication of Bonds. The Bonds shall be executed in the name and on behalf of the Authority with the manual or facsimile signature of the President or Vice President of the Authority, shall bear the seal or a facsimile of the seal of the Authority, and be attested with the manual or facsimile signature of the Secretary or Assistant Secretary thereof, all of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. When the Bonds have been duly executed, the officers of the Authority are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or entitled to the benefit of this Resolution, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated and delivered hereunder.

Section 9. Registration of Bonds in Registration Books Maintained by Paying Agent. The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the Authority nor the Paying Agent shall be affected by any notice or other information to the contrary.

Section 10. Transfer and Exchange of Bonds. The Bonds may be transferred or exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of other Authorized Denominations of the same type, maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the Authority shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision hereof, the Paying Agent shall not be required to transfer any Bond (a) that is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date or (b) between the Record Date for any Interest Payment Date for such Bond and such Interest Payment Date.

Section 11. Replacement of Lost, Destroyed, Stolen, or Mutilated Bonds. Any Bond

that is lost, stolen, destroyed, or mutilated may be replaced (or paid if the Bond has matured or come due by reason of prior redemption) by the Authority and the Paying Agent in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, provide such indemnification satisfactory to the Paying Agent, and present such proof of ownership and loss as may be required by the Paying Agent. If mutilated, (a) the Authority shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of the same series, date, maturity and Authorized Denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Paying Agent may pay such Bond. Any such new Bond shall bear a number not contemporaneously Outstanding. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 12. Delivery of Bonds and Application of Bond Proceeds and Other Available Revenues. Upon payment to the Authority of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to or as directed by the Underwriter and the proceeds received by the Authority from the sale of the Bonds shall be applied, as a supplemental appropriation by the Authority, for the purposes set forth in Section 2 hereof, including the deposit of a portion of such proceeds to the Project Account in accordance with Section 15 hereof and the deposit of a portion of such proceeds to an account held under the Raindance Escrow Agreement.

Section 13. Funds and Accounts. There is hereby established the Water System Fund, for the purpose of recording and accounting for the financial activities of the System. There is hereby established, in addition to any other accounts now or hereafter established by the Authority with respect to activities of the System, the following accounts, which shall be maintained by the Authority in accordance with the provisions of this Resolution: the Reserve Account, the Bond Account (within which there are established the Interest Sub-Account and the Principal Sub-Account), and the Project Account. The Project Account shall be held and maintained by the Authority separate and apart from the other accounts of the Water System Fund, and moneys on deposit in the Project Account shall not constitute Gross Revenue.

Section 14. Water System Fund. The Authority shall credit to the Water System Fund all Gross Revenue immediately upon receipt. The Authority shall pay from the Water System Fund all Operation and Maintenance Expenses as they become due and payable. After such payment or the allocation of Gross Revenue to such payment, the Authority shall apply the Net Revenue monthly in the following order of priority:

FIRST, to the credit of the Interest Sub-Account, the amounts required by the Section hereof entitled "Bond Account", and to the credit of any other account established for the payment of the interest on Parity Lien Bonds, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Bonds;

SECOND, to the credit of the Principal Sub-Account, the amounts required by the Section hereof entitled "Bond Account", and to the credit of any other account established for the payment of the principal of Parity Lien Bonds, the amounts required by the

instruments authorizing or controlling the payment of such Parity Lien Bonds;

THIRD, to the credit of the Reserve Account, the amounts required by the Section hereof entitled "Reserve Account" and to the credit of any other reserve account required in connection with Parity Lien Bonds, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Bonds;

FOURTH, to the credit of any other fund or account hereafter established for the payment of the principal of and interest on Subordinate Lien Bonds, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the resolution or other enactment authorizing issuance of the Subordinate Lien Bonds; and

FIFTH, to the credit of any other fund or account as may be designated by the Authority, to be used for any lawful purpose, any moneys remaining in the Water System Fund after the payments and accumulations set forth in FIRST through FOURTH hereof.

Section 15. Project Account. The Authority hereby covenants to deposit to the Project Account the portion of the proceeds of the Bonds set forth in the Sale Certificate (being the proceeds of the Bonds net of the amounts applied to refund the District Water Revenue Obligations, costs of issuance, and amounts (if any) required to be deposited to the Reserve Account). Amounts on deposit in the Project Account shall be disbursed by the Authority for the payment of costs of the Project; provided, however, that the Board hereby covenants that disbursements shall be made only in accordance with, and upon full execution of, a Project Account Disbursement Certificate. Furthermore, any disbursements from the Project Account shall be made in compliance with the Tax Compliance Certificate. Upon completion of the Project, any moneys remaining in the Project Account shall be transferred by the Authority to the Bond Account and applied to the payment of the principal of and interest on the Bonds or applied to such other lawful purpose, subject in all cases to receipt of an opinion of Bond Counsel to the effect that the proposed application of such moneys in and of itself will not, in the opinion of Bond Counsel, adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Board acknowledges that the opinions of Bond Counsel delivered in connection with the Bonds are made in reliance, in part, on the Board's continuing compliance with the covenants of this Section 15.

Section 16. Bond Account.

(a) Moneys on deposit in the Bond Account shall be used by the Authority solely to pay the principal of, premium, if any, and interest on the Bonds and for no other purpose. The Principal Sub-Account shall be used to pay the principal of and premium, if any, on the Bonds, and the Interest Sub-Account shall be used to pay the interest on the Bonds (or reimbursing the Bond Insurer for payment of the same, as applicable).

(b) Not less than 30 calendar days prior to each Interest Payment Date, the Authority shall credit from the Net Revenue: (i) to the Interest Sub-Account, an amount equal to the amount of interest to come due on the Bonds on such Interest Payment Date, or such lesser amount as is necessary for amounts on deposit in the Interest Sub-account to equal at least the amount of interest to come due on the Bonds on such Interest

Payment Date, and (ii) to the Principal Sub-Account, an amount equal to one-half of the amount of principal coming due on the Bonds in the then current Fiscal Year. In making such credits the Authority may take into consideration investment income credited to the respective accounts. Notwithstanding the foregoing, the amounts necessary for payment of the principal of and interest on the Bonds shall be transferred to the Paying Agent not less than three Business Days prior to any Interest Payment Date on which such payments are due.

(c) Bond Account moneys may be invested in accordance with the laws of the State for special districts at the direction of the Authority and earnings from such investments shall remain in the Bond Account.

Section 17. Reserve Account.

(a) **General.** On the date of issuance of the Bonds, the Reserve Account shall be funded in the amount of the Reserve Requirement, which may be satisfied by cash, a Reserve Policy, or a combination of the foregoing. Moneys in the Reserve Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Bonds to the extent the moneys in the Bond Account are insufficient for such purpose, and the Reserve Account is hereby pledged solely to the payment of the Bonds (and not to any Parity Lien Bonds).

(b) **Use of Moneys in Reserve Account.** In the event the amounts credited to the Bond Account are insufficient to pay the principal of, premium, if any, or interest on the Bonds when due, the Authority shall transfer from the Reserve Account to the appropriate subaccount of the Bond Account an amount which, when combined with moneys in the subaccount, will be sufficient to make such payments when due. The Reserve Account shall be maintained in the amount of the Reserve Requirement until such time as the amount credited to the Reserve Account, when combined with moneys in the Bond Account, will be sufficient to pay the principal of, premium, if any, and interest on the Bonds in full, at which time such moneys may be applied for such purpose. The availability of such amounts shall be taken into account when determining compliance with the rate covenant established in Section 20 hereof.

(c) **Replenishment of Reserve Account.** If a withdrawal from the Reserve Account (or draw on a Reserve Policy deposited therein) is made that reduces the balance in such account below the Reserve Requirement, then the Authority shall deposit to the Reserve Account from the Net Revenue determined by the Authority to be available for such purpose, amounts sufficient to bring the amount credited to the Reserve Account to the Reserve Requirement or repay a Bond Insurer for draws on the Reserve Policy, as applicable. Such deposits shall be made as soon as practicable after such use, but in accordance with and subject to the limitations of Section 19 hereof. For purposes of this Section, investments credited to the Reserve Account shall be valued on the basis of their current market value on not less than an annual basis and any Reserve Policy shall be valued on the basis of the amount which is available to be drawn under such Reserve Policy.

(d) **Investments.** Moneys credited to the Reserve Account are to be invested or deposited by the Authority in Permitted Investments only and in accordance with the laws

of the State. The investment of moneys credited to the Reserve Account shall, however, be subject to the covenants and provisions of Section 19. Except to the extent otherwise required by such Section, so long as the amount of the Reserve Account is equal to the Reserve Requirement, all interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be credited to the Interest Sub Account and/or the Principal Sub Account, as may be determined by the Authority; provided that if the amount of the Reserve Account is less than the Reserve Requirement, then such interest income shall be credited to the Reserve Account. The amount on deposit to the Reserve Account shall never exceed the amount of the Reserve Requirement.

(e) ***Substitution of Funds.*** The Authority may at any time substitute (a) cash or Permitted Investments for a Reserve Policy or (b) a Reserve Policy for cash or Permitted Investments, so long as the amount on deposit in the Reserve Account is at least equal to the Reserve Requirement. Notwithstanding the foregoing, no Reserve Policy shall be deposited by the Authority in the Reserve Account for such substitution unless the Authority has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the Authority of the cash or Permitted Investments to be released from the Reserve Account will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 18. Investments. Moneys on deposit in the Bond Account, the Reserve Account, the Project Account, and the Rebate Account shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to any applicable restrictions set forth in the Tax Compliance Certificate delivered by the Authority in connection with the issuance of the Bonds that describes the Authority's expectations regarding the use and investment of proceeds of the Bonds and other moneys. Except as otherwise provided above, earnings from the investment of moneys separately accounted for to pay principal of, premium, if any, and interest on the Bonds shall be transferred to the Rebate Account in the amounts and at the times required to fund the Rebate Account in accordance with the Tax Compliance Certificate and all other earnings from the investment of moneys shall be retained in the account in which earned.

Section 19. Federal Income Tax Covenants. For purposes of ensuring that the interest on the Bonds is and remains excludable from gross income for federal income tax purposes, the Authority hereby covenants, for the benefit of the Owners of the Bonds, that:

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

(b) ***Affirmative Actions.*** The Authority will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the Authority on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the Authority represents, warrants and covenants to comply with the following rules, unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause

Bonds to be considered “private activity bonds” within the meaning of the Code; (ii) the Bonds are not and will not become directly or indirectly “federally guaranteed”; and (iii) the Authority will timely file an Internal Revenue Service Form 8038-G with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Tax Compliance Certificate.*** The Authority will comply with the Tax Compliance Certificate delivered on the date of issuance of the Bonds, including, but not limited by, the provisions of the Tax Compliance Certificate regarding the application and investment of Bond proceeds, the calculations, the deposits to the Rebate Account, the disbursements, the investments and the retention of records described in the Tax Compliance Certificate; provided that, in the event the Tax Compliance Certificate is superseded or amended by a new Tax Compliance Certificate drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Compliance Certificate will not cause the interest on the Bonds to become included in gross income for federal income tax purposes, the Authority will thereafter comply with the new Tax Compliance Certificate.

(d) ***Rebate Account.*** There is hereby created the “WaterDance Non-Potable Water Activities Authority, Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026 Rebate Account” (the “**Rebate Account**”). The Rebate Account shall be funded in the amounts and at the times provided in the Tax Compliance Certificate from earnings from the investment of moneys on deposit in the Bond Account and the Project Account for the Bonds, from earnings on moneys on deposit in the Rebate Account and other legally available moneys.

Section 20. Maintenance of Rates and Other Covenants.

(a) ***Rate Covenant.*** For the purpose of paying the principal of, premium if any, and interest on the Bonds and Parity Lien Bonds, as the same shall become due (or reimbursing the Bond Insurer for payment of the same, as applicable), and replenishing the Reserve Account to the Reserve Requirement and to replenish any reserve fund for Parity Lien Bonds to the Parity Lien Bonds Reserve Requirement (or repaying a Bond Insurer for draws on a Reserve Policy, as applicable), the Authority covenants and agrees to establish, maintain, and enforce a schedule of rates, fees, tolls, and charges for the availability of, services furnished by, or use of the System sufficient to generate Gross Revenue (excluding Capital Facilities Fees) in each Fiscal Year (commencing with the Fiscal Year ending December 31, 2027) collectively equal to not less than: (a) an amount equal to the Operation and Maintenance Expenses for such Fiscal Year (as reflected in the most recently adopted budget of the Authority for such Fiscal Year), (b) an amount equal to 115% of the Annual Debt Service for the Outstanding Bonds and any Parity Lien Bonds in such Fiscal Year, plus (c) the amount necessary to replenish the Reserve Account to the Reserve Requirement and to replenish any reserve fund for Parity Lien Bonds to the Parity Lien Bonds Reserve Requirement (or to repay any Bond Insurer for draws on a Reserve Policy, as applicable). In the event that revenues at any time are not sufficient to result in Gross Revenue (excluding Capital Facilities Fees) in the amount required in the preceding sentence, the Authority shall promptly increase such rates, fees, tolls, and charges to the extent required to ensure compliance with the foregoing covenants.

(b) The Authority covenants and agrees to establish, maintain, and enforce a schedule of rates, fees, tolls, and charges for the availability of, services furnished by, or use of the System sufficient to maintain a minimum Unrestricted Fund Balance, calculated as of each December 31, commencing December 31, 2026, equal to not less \$1,000,000. In the event that revenues are not sufficient to satisfy such minimum Unrestricted Fund Balance as of any December 31 occurring on or after December 31, 2026, the Authority shall promptly increase such rates, fees, tolls, and charges to the extent required to ensure compliance with the foregoing covenants.

(c) **Audits.** The Authority agrees that it will comply with the Colorado Local Government Audit Law, being Section 29-1-601, et seq., C.R.S., and the Local Government Budget Law of Colorado, being Section 29-1-101, et seq., C.R.S.

(d) **Efficient Operations.** The Authority will operate and manage the System in a sound and economical manner in accordance with all applicable laws, rules and regulations and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Gross Revenue and Operation and Maintenance Expenses may at all times be readily and accurately determined.

(e) **Service.** The Authority will not furnish free service from the System to any person, including either Member District, except that the Authority shall not be required to pay for any use by the Authority of any facilities of the System for Authority purposes or for fire protection services. If the Authority chooses, in its sole discretion, to pay for its use of the System, all the income so derived from the Authority shall be deemed to be income derived from operation of the System, to be used and to be accounted for in the same manner as any other income derived from the operation of the System.

(f) **Disposition of Substantial Part of System Prohibited.** Except for the use of the System and services pertaining thereto in the normal course of business, or as provided in the paragraph below, neither all nor a substantial part of the System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of until the Bonds have been paid in full or defeased, including without limitation the termination of the pledge as provided in this Resolution, and the Authority shall not dispose of its title to all or a substantial part of the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in the lands comprising sites of the System.

(g) **Disposal of Unnecessary Property.** The Authority at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the System and not useful in the construction, reconstruction and operation thereof, or which shall cease to be necessary for the efficient operation of the System, or which shall have been replaced by other property of at least equal operational value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of shall be deposited by the Authority as Gross Revenue into the Water System Fund or into a separate book account similar to the Project Account created to fund costs of the betterment, enlargement, extension, other improvement and equipment of the System, or

any combination thereof, as the Board may determine; provided, however, that any proceeds of any such lease shall be deposited by the Authority as Gross Revenue in the Water System Fund, notwithstanding clause (a) of the definition of Gross Revenue.

(h) **Bills.** The Authority shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the System and shall provide methods of collection and penalties, to the end that the Gross Revenue shall be adequate to meet the Requirements of this Resolution and any other resolution supplemental thereto. All bills for services or facilities furnished or served by or through the System shall be rendered to customers on a regularly established basis. The fee, rates and other charges shall be collected in a lawful manner, including, without limitation, discontinuance of service.

(i) **Custody of Funds.** Each official or other person having custody of any funds derived from the operation of the System, or responsible for the handling of such funds, will be fully bonded or insured against theft or defalcation at all times, which bond will be conditioned upon the proper application of said funds.

(j) **Insurance.** Except to the extent of any self insurance, the Authority will carry general liability coverage, fire and extended coverage, workers' compensation, if applicable, public liability, and such other forms of insurance on insurable property of the System upon the terms and conditions, and issued by recognized insurance companies, as in the judgment of the Board would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the Authority and the System. In the event of any loss or damage to the System, or in the event part or all of the System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing, or repairing the property lost, damaged, or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the Board determines that the operation of the System and the security for the Bonds will not be adversely affected thereby, the Board may determine not to restore, replace, or repair the property lost, damaged, or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

Section 21. Additional Obligations.

(a) The Authority covenants and agrees that it will not issue obligations payable from the Net Revenue that are prior or superior to the lien thereon of the Bonds.

(b) The Authority may issue additional Parity Lien Bonds upon satisfaction of the following conditions: (i) at the time of adoption of the resolution authorizing the issuance of the additional Parity Lien Bonds, the Authority shall not be in default in making any payments described in Section 14 hereof, including the payment in full of any amounts due to a Bond Insurer as reimbursement for the payment of principal and/or interest on the Bonds and any payments due the Bond Insurer for draws on a Reserve Policy, as applicable; and (ii) the Net Operating Revenues derived in any consecutive 12

month period within the last 18 months immediately preceding the month in which the Parity Lien Bonds are to be issued shall be not less than 120% of the Maximum Annual Debt Service on the Bonds, any outstanding Parity Lien Bonds and the Parity Lien Bonds proposed to be issued.

(c) In any computation under paragraph (b) above, the amount of Gross Revenue for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by the System Manager which results from any changes in any schedule of fees, rates and other charges constituting Gross Revenue which became effective not less than 60 days prior to the last day of the period for which Gross Revenue is determined, such adjustment to be made based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Revenue need not be decreased by the amount of any such estimated loss to the extent the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses nor otherwise included in the calculations.

(d) In any computation under paragraph (b) above, the respective Annual Debt Service shall be reduced to the extent any such Annual Debt Service is scheduled to be paid with moneys held in trust or in escrow for that purpose, including the known minimum yield on any Federal Securities and any bank deposits, including certificates of deposit.

(e) In determining whether or not additional Parity Lien Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the System as estimated by the System Manager that will result in the expenditure of the funds proposed to be derived from the issuance of the proposed Parity Lien Bonds, but the System Manager may reduce any such increase in the Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the capital improvements to which such expenditure relates and not otherwise included in the calculations described above.

(f) A written certificate or written opinion by the System Manager that such annual revenues, when adjusted as provided above, are sufficient to satisfy the requirements of paragraph (b) above shall be presumed to be accurate and shall conclusively determine the right of the Authority to issue Parity Lien Bonds in accordance herewith.

(g) Notwithstanding the provisions of paragraph (b) hereof, the Authority may issue Parity Lien Bonds for the purpose of refunding, in whole or in part, the Bonds, Parity Lien Bonds, Subordinate Lien Bonds, or other obligations of the Authority, if at the time such Parity Lien Bonds are issued:

(i) no Event of Default shall have occurred and be continuing hereunder (unless such payment default or other Event of Default would be cured by the issuance of such Parity Lien Bonds); and

(ii) the Maximum Annual Debt Service on the Bonds and Parity Lien Bonds outstanding immediately after the issuance of the proposed Parity Lien Bonds is not greater than the Maximum Annual Debt Service on the Bonds and Parity Lien Bonds outstanding immediately prior to the issuance of the proposed Parity Lien Bonds.

(h) Nothing herein shall prevent the Authority from issuing Subordinate Lien Bonds.

Section 22. Delegation and Parameters

(a) Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to the Sale Delegate the authority to determine and set forth in the Sale Certificate: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the Acts, the Supplemental Act, or the parameters set forth in subsection (c) of this Section. The Board hereby authorizes and directs the Sale Delegate to prepare and execute the Sale Certificate, in accordance with such determinations. Upon the execution of the Sale Certificate, the matters set forth in the Sale Certificate shall be incorporated into this Resolution with the same force and effect as if they had been set forth herein when this Resolution was adopted.

(b) The Sale Certificate shall set forth the following matters and other matters permitted to be set forth therein pursuant to this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section:

(i) the rates of interest on the Bonds;

(ii) the terms on which and the prices at which the Bonds may be redeemed prior to maturity, including, without limitation, the principal amounts of the Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption;

(iii) the prices at which the Bonds will be sold;

(iv) the principal amounts of the Bonds;

(v) the dates on which principal and interest shall be paid;

(vi) the amount of principal maturing in any particular year;

(vii) the initial deposit, if any, to the Bond Account of capitalized interest for payment of a portion of the interest on the Bonds, if any;

(viii) the amount of the Reserve Requirement and the proceeds of the Bonds to be initially deposited to the Reserve Account in satisfaction of the Reserve Requirement, if any; and

(ix) the amount of the proceeds of the Bonds to be deposited to the Project Account.

(c) The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) in no event shall the Sale Delegate be authorized to execute the Sale Certificate after the date that is 180 days after the date of adoption of this Resolution and in no event may the Bonds be issued after such date, absent further authorization by the Board;

(ii) the final maturity date of the Bonds shall not exceed December 1, 2057;

(iii) the aggregate principal amount of the Bonds shall not exceed \$50,000,000;

(iv) the net effective interest rate borne by the Bonds shall not exceed 7.00%; and

(v) any redemption premium shall not be in excess of 3.00% of the principal amount so redeemed.

Section 23. Authorization to Execute Documents. For a period of 180 days following the adoption of this Resolution, the Board authorizes the Sale Delegate to execute the Sale Certificate in accordance with the provisions hereof. The President or Secretary or Assistant Secretary or any other duly authorized officer of the Authority, shall, and they are hereby authorized and directed to, take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution of the Financing Documents in substantially the forms presented to this meeting of the Board, with such changes therein, if any, not inconsistent herewith, as are approved by the Authority (which, once executed by the appropriate Authority official, shall constitute conclusive evidence of approval of the Authority), a Tax Compliance Certificate or similar certificate describing the Authority's expectations regarding the use and investment of proceeds of the Bonds and other moneys, an Internal Revenue Service Form 8038-G with respect to the Bonds, and all other documents and certificates necessary or desirable to effectuate the issuance of the Bonds, the investment of proceeds of the Bonds and the other transactions contemplated hereby. The execution by the President or Secretary or Assistant Secretary or any other duly authorized officer of the Authority of any documents authorized herein shall be conclusive proof of the approval by the Authority of the terms thereof.

Section 24. Authorization of Bond Insurance. The Underwriter may request, on behalf of the Authority, the submittal of bids to issue the Bond Insurance Policy and/or the Reserve Policy. In the event that the Sale Delegate determines, based in part upon information provided by the Underwriter, that the premium bid for issuance of the Bond Insurance Policy and/or the Reserve Policy is less than the interest cost savings to be realized by the Authority as a result of the issuance of the Bond Insurance Policy and/or the Reserve Policy, the Board hereby delegates to the Sale Delegate the authority to determine whether the Bonds will be secured by the Bond Insurance Policy and/or the Reserve Policy, to designate the Bond Insurer (provided

that the Bond Insurer shall be listed in *The Bond Buyer's Municipal Marketplace Directory—Fall 2025*, published by Accuity) and to determine the terms of the Commitments. Provided that the Sale Delegate determines that the Authority shall enter into the Commitments, the officers of the Authority are also hereby authorized and directed to take all actions necessary to cause the Bond Insurer to issue the Bond Insurance Policy and/or the Reserve Policy in accordance with the Commitments, including without limitation, payment of the premiums due in connection therewith and entering into any authorizing agreement and undertaking any obligations not inconsistent herewith necessary to cause the issuance of the Bond Insurance Policy and/or the Reserve Policy. Provided that if the Sale Delegate determines that the Authority shall enter into the Commitments, the execution of the Commitments by the Sale Delegate or appropriate officer of the Authority is hereby authorized.

Section 25. Post-Issuance Tax Compliance Policy. The Board hereby approves the Post-Issuance Tax Compliance Policy and the designation of the “Responsible Person” provided therein to ensure compliance with federal tax laws relating to tax-exempt debt of the Authority.

Section 26. Defeasance. When all principal, interest, and premium, if any, in connection with any Bond have been duly paid, the pledge and lien and all obligations of the Authority hereunder with respect to such Bond shall thereby be discharged and such Bond shall no longer be deemed to be Outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the Authority has placed in escrow and in trust with a commercial bank located within or without the State, and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested, which Federal Securities shall not contain provisions permitting the redemption or prepayment thereof at the option of the issuer) to meet all requirements of principal, interest, and premiums, if any, on such Bond or Bonds, as the same become due to their final maturities or upon designated prior redemption dates. The Federal Securities shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of the escrow shall be determined by a Certified Public Accountant.

Section 27. Events of Default. The occurrence or existence of any one or more of the following events shall be an Event of Default hereunder:

- (a) payment of the principal of or redemption premium on any Bond is not made by the Authority when due;
- (b) payment of any interest on any Bond is not made by the Authority when due;
- (c) the occurrence and continuance of an “event of default,” as defined in any Parity Lien Bonds Resolution;
- (d) the Authority unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the System that is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or

for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the System or the collection of Gross Revenue;

(e) an order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Authority appointing a receiver or receivers for the System or for the Gross Revenue and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the Authority is not vacated or discharged or stayed on appeal within 60 days after entry;

(f) the Authority defaults in the performance of any other of its covenants in this Resolution, and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Authority by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding; or

(g) the Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the debt represented by the Bonds.

Section 28. Remedies For Events of Default.

(a) Subject to any limitations required in connection with a Reserve Policy, upon the occurrence and continuance of an Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Authority and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Resolution by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of any Owner of any Bond, or to require the Authority to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The Authority shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect.

(b) Acceleration shall not be a remedy upon the happening or continuance of any Event of Default.

(c) Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the Authority, may enter and may take possession of the System, may operate and maintain the same, may prescribe rates, fees, tolls, and charges, and may collect, receive and apply all Gross Revenue arising after the appointment of such receiver in the same manner as the Authority itself might do.

(d) The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Authority, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 29. Permitted Amendments to Resolution. The Authority may, without the consent of or notice to the Owners, adopt amendments or supplements to this Resolution, which amendments or supplements shall thereafter form a part hereof, for any one or more of the following purposes:

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

(b) to assure that the interest on the Bonds continues to qualify for exclusion from gross income for federal income tax purposes;

(c) to subject to this Resolution or pledge to the payment of the Bonds additional revenues, properties, or collateral; and

(d) to grant or confer upon the Owners any additional rights, remedies, powers, or authority that may be lawfully granted to or conferred upon the Owners.

Section 30. Amendments Requiring Consent of Owners. Except for amendatory or supplemental resolutions adopted pursuant to Section 29 hereof, the Owners of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the adoption by the Authority of such resolutions amendatory or supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided however, that without the consent of the Owners of all the Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

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

(b) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of, premium, if any, or interest on the Bonds when due;

(c) a privilege or priority of any Bond or any premium or interest payment over any other Bond or premium or interest payment; or

(d) a reduction in the percentage in principal amount of the Bonds the consent

of whose Owners is required for any such amendatory or supplemental resolution.

If at any time the Authority shall desire to adopt an amendatory or supplemental resolution for any of the purposes of this Section, the Authority shall cause notice of the proposed adoption of such amendatory or supplemental resolution to be given by mailing such notice by certified or registered first-class mail to each Owner of a Bond at the address shown on the registration books of the Paying Agent or by electronic means to DTC or its successors, at least 30 days prior to the proposed date of adoption of any such amendatory or supplemental resolution. Such notice shall briefly set forth the nature of the proposed amendatory or supplemental resolution and shall state that copies thereof are on file at the offices of the Authority or some other suitable location for inspection by all Owners. If, within 30 days or such longer period as shall be prescribed by the Authority following the giving of such notice, the Owners of not less than the required percentage in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such amendatory or supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof.

Section 31. Effect of Amendment. Upon the execution of any amendatory or supplemental resolution pursuant to this Resolution, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Resolution of the Authority, the Paying Agent and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

Section 32. Removal or Resignation of Paying Agent; Successors. The Paying Agent may resign, or may be removed by the Authority at any time, with or without cause. In the event of the removal or resignation of the Paying Agent, the Authority shall appoint a successor as soon thereafter as may be practicable, and in such event, shall give written notice thereof to each Owner by mailing to the addresses shown on the registration books for the Bonds. Any successor Paying Agent shall:

- (a) be a trust company or bank in good standing located in or incorporated under the laws of the State;
- (b) be duly authorized to exercise trust powers;
- (c) be subject to examination by a federal or state authority; and
- (d) maintain a reported capital and surplus of not less than ten million dollars (\$10,000,000).

Section 33. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid either from the proceeds of the Bonds or from legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 34. Official Statement. The Board hereby authorizes the finalization, distribution and use of the Preliminary Official Statement relating to the Bonds in connection with the offering of the Bonds and authorizes the preparation of a final Official Statement for use in connection with the sale of the Bonds, in both cases in substantially the form thereof presented to the Board at the meeting at which this Resolution is adopted, with such changes therein, if any, not inconsistent herewith, as are approved by the President of the Authority, and as are necessary so as not to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The President of the Authority is hereby authorized and directed to execute the final Official Statement.

Section 35. Pledge of Revenues; Special Limited Obligations.

(a) The Authority hereby pledges for the payment of the principal of, premium, if any, and interest on the Bonds at any time outstanding, and grants an irrevocable and first lien for such purpose on, the Net Revenue and the Reserve Account; provided however, that the lien on the Net Revenue is on a parity with any Parity Lien Bonds hereafter issued, if any. The creation, perfection, enforcement, and priority of the pledge of Net Revenue to secure or pay the Bonds provided herein shall be governed by Section 11-57-208, C.R.S., and this Resolution. The amounts pledged to the payment of the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described herein. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens. The Authority covenants and agrees to take such action as is necessary from time to time to preserve the priority of the pledge of Net Revenue under applicable law.

(b) The Bonds constitute special limited revenue obligations of the Authority and the Owners may not look to any general or other fund of the Authority for the payment of the principal of or interest on the Bonds, except the funds and accounts pledged thereto by this Resolution. The Bonds shall not constitute a debt or an indebtedness of the Authority within the meaning of any constitutional or statutory limitation, nor shall they be considered or held to be general obligations of the Authority.

Section 36. No Recourse against Officers and Agents. Pursuant to Section 11-57-209, C.R.S., if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 37. Conclusive Recital. Pursuant to Section 11-57-210, C.R.S., of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 38. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than 30 days after the authorization of such securities.

Section 39. Holidays. If the date for making any payment or performing any action hereunder shall be a legal holiday or a day on which the principal office of the Paying Agent is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day that is not a legal holiday or a day on which the principal office of the Paying Agent is authorized or required by law to remain closed.

Section 40. Ratification and Approval of Prior Actions. All actions heretofore taken by the consultants to or officers of the Authority and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, or the execution of any documents in connection with the Bonds, are hereby ratified, approved, and confirmed.

Section 41. Resolution Irrepealable. After the Bonds authorized herein are issued and sold and are outstanding, this Resolution shall be and remain irrepealable until all of Bonds and the interest thereon shall be fully paid, satisfied, and discharged.

Section 42. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 43. Severability. If any portion or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

Section 44. Effective Date. This Resolution shall become effective immediately upon passage.

Section 45. Electronic Signatures. In the event that any individual or individuals who are authorized to execute or consent to this Resolution on behalf of the Authority are not able to be physically present to manually sign this Resolution, that such individual or individuals are hereby authorized to execute this Resolution electronically via facsimile or email signature pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Resolution shall carry the full legal force and effect of any original, handwritten signature.

Section 46. Confirmation of Seal; Electronic Production and Reproduction The Board hereby affirms the adoption of the seal appearing on the signature page of this Resolution in accordance with Section 32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any Authority resolution, proceeding or other document (including this Resolution, the Bonds and any Financing Document) to “affix” the Authority seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction or

inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use for the purposes provided herein in accordance with the authority provided by Section 24-71.3-118, C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED AND APPROVED this 27th day of October, 2026.

(S E A L)

WATERDANCE NON-POTABLE WATER
ACTIVITIES AUTHORITY

President

ATTESTED:

Secretary

**APPENDIX A
FORM OF BOND**

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A LIMITED PURPOSE TRUST COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF COLORADO**

R-_____ \$ _____
**WATERDANCE NON-POTABLE WATER ACTIVITIES AUTHORITY
WELD COUNTY, COLORADO
NON-POTABLE WATER ACTIVITIES REVENUE REFUNDING AND
IMPROVEMENT BOND
SERIES 2026**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	December 1, 20__	_____, 2026	_____

REGISTERED OWNER: CEDE & CO.

Tax Identification Number: 13-2555119

PRINCIPAL AMOUNT: _____ AND 00/100 U.S. DOLLARS

WaterDance Non-Potable Water Activities Authority (the “Authority”), a public corporation and political subdivision of the State of Colorado (the “State”) duly organized and existing as a separate legal entity under the constitution and laws of the State, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above or on the date of prior redemption, the principal amount specified above. In like manner the Authority promises to pay interest on such principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated prior to June 1, 2027, in which event this Bond shall bear interest from its Dated Date, at the interest rate per annum specified above, payable semiannually on June 1 and December 1 each year, commencing on June 1, 2027 [or such other

Interest Payment Dates as are set forth in the Sale Certificate], until the principal amount is paid at maturity or upon prior redemption.

To the extent principal of any Bond is not paid when due, such principal shall remain Outstanding until paid. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Bond.

The Bonds are issued pursuant to that certain Resolution adopted by the Board of Directors of the Authority (the "Board") on _____, 2026, as supplemented by the Sale Certificate executed by the Sale Delegate on _____, 2026 (collectively, the "Resolution"). All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned in the Resolution.

The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Paying Agent; provided, however, principal payments in connection with mandatory sinking fund redemptions shall not require presentation of the Bonds for payment. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Paying Agent, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than 10 days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Paying Agent on a date selected by the Paying Agent. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

THIS BOND AND THE INTEREST THEREON SHALL NEVER CONSTITUTE THE DEBT OR INDEBTEDNESS OF THE AUTHORITY OR OF EITHER MEMBER DISTRICT WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE, AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE AUTHORITY OR A CHARGE AGAINST ITS GENERAL CREDIT.

This Bond is one of a series aggregating \$_____ par value, all of like date, tenor, and effect, issued by the Authority, acting by and through its Board, for the purposes set forth in the Resolution, including refunding the District Water Revenue Obligations and financing costs of the Project, by virtue of and in full conformity with the Constitution of the State; Sections 29-1-203, 29-1-203.5, and 204.2, C.R.S.; Title 11, Article 57, Part 2, C.R.S.; and all other laws of the State thereunto enabling, and pursuant to the duly adopted Resolution. Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

THE RESOLUTION CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE AUTHORITY. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE RESOLUTION, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

This Bond constitutes a special limited revenue obligation of the Authority. The principal of, premium, if any, and interest on this Bond are payable solely from the Net Revenue and moneys on deposit in the Bond Account and the Reserve Account, all as more particularly set forth in the Resolution. The Resolution further sets forth a rate covenant with which the Authority is required to comply. The Bonds constitute an irrevocable first lien on the Net Revenue (as defined in the Resolution), but not necessarily an exclusive lien, and such lien is on a parity with the lien thereon of any Parity Lien Bonds hereafter issued in accordance with the Resolution.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Bond.

Reference is hereby made to the Resolution for an additional description of the nature and extent of the security for the Bonds, the accounts and revenues pledged to the payment thereof, the rights and remedies of the registered owners of the Bonds, the manner in which the Resolution may be amended, and the other terms and conditions upon which the Bonds are issued, copies of which are on file for public inspection at the office of the Secretary of the Authority.

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein and in the Resolution. This Bond does not constitute a debt, financial obligation or liability of either Member District, the Town of Windsor, Weld County, the State or any political subdivision of the State (other than the Authority) and neither the Member Districts, the Town of Windsor, Weld County, the State nor any political subdivision of the State (other than the Authority) is liable for payment of the principal of, premium if any, and interest on the Bond. This Bond does not constitute debt of the Authority within the meaning of any constitutional or statutory limitation or provision.

The Bonds are subject to redemption prior to maturity as provided in the Resolution. The Bonds will be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof.

Notice of any redemption of Bonds shall be given by the Paying Agent by sending a copy of such notice by first class, postage prepaid mail, not less than 20 days prior to the redemption date, to the Owner of each Bond being redeemed or by electronic means to DTC or its successors. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. Such notice may also provide that such redemption shall be conditioned on the availability of sufficient amounts to effect such redemption on the date fixed for redemption. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance

with this Resolution funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled. If less than all of the Bonds within a maturity and series are to be redeemed on any prior redemption date, except as provided in subparagraph hereof, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Paying Agent shall determine.

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the Authority nor the Paying Agent shall be affected by any notice or other information to the contrary. This Bond may be transferred or exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of other Authorized Denominations of the same type, maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of this Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Authority shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision of the Resolution, the Paying Agent shall not be required to transfer this Bond (a) that is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date or (b) between the Record Date for any Interest Payment Date for such Bond and such Interest Payment Date.

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

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

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed with the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary and has caused the seal of the Authority (or a facsimile thereof) to be impressed or imprinted hereon, all as of the Dated Date set forth above.

[SEAL]

**WATERDANCE NON-POTABLE WATER
ACTIVITIES AUTHORITY**

By: _____
President
Attest:

By: _____
Secretary or Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.
Date of Authentication: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

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

(Social Security or Federal Employer
Identification Number of Assignee)

Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

_____, attorney, to transfer said Bond on the books kept for
registration thereof with full power of substitution in the premises.

Dated: _____

SIGNATURE OF REGISTERED OWNER:

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

Signature guaranteed:

(Bank, Trust Company, or Firm)

[STATEMENT OF INSURANCE, IF ANY, TO BE INSERTED IF THE SALE DELEGATE
DETERMINES IN THE SALE CERTIFICATE THAT ALL OR A PORTION OF THE BONDS
WILL BE INSURED BONDS]

APPENDIX B

PROJECT ACCOUNT DISBURSEMENT CERTIFICATE

Disbursement Certificate No. _____

WaterDance Non-Potable Water Activities Authority

Weld County, Colorado

Non-Potable Water Activities Revenue Refunding and Improvement Bonds, Series 2026

The undersigned certifies that s/he is an Authority Representative under the resolution adopted by the Board of Directors of the Authority on _____, 2026 (the “Bond Resolution”), pursuant to which the issuance of the above-referenced Bonds was authorized.

All capitalized terms used in this Disbursement Certificate (“Certificate”) shall have the respective meanings assigned in the Bond Resolution.

The undersigned Authority Representative makes the following representations on behalf of the Authority in connection with the disbursement on the date hereof of amounts on deposit in the Project Account.

1. The amount to be disbursed from the Project Account is \$_____.

[paragraphs 2 and 3 to be modified as appropriate]

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: _____.

3. Payment is due to the above person for (describe nature of the obligation): _____.

4. The above payment obligations have been properly incurred, are proper charges against the Project Account, and have not been the basis of any previous disbursement.

5. The costs for which the disbursement referenced herein are to be applied are authorized by the Establishment Agreement and constitute costs of the Project. [To the extent that the amount to be paid pursuant to this Certificate will be used to acquire improvements from an owner or developer of property within the Member Districts, an independent engineer has provided to the Authority a written certificate regarding the reasonableness of the costs of such improvements.]

6. The disbursement requested hereby will be made in compliance with the Tax Compliance Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____,
20__.

Authority Representative