

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
(ELBERT COUNTY, COLORADO)**

\$54,785,000
Limited Tax
General Obligation and Special Revenue
Refunding and Improvement Senior Bonds
Series 2024A

\$9,308,000
Limited Tax
General Obligation and Special Revenue
Subordinate Bonds
Series 2024B

BOND PURCHASE AGREEMENT

Board of Directors
Independence Metropolitan District No. 3
Parker, Colorado

December 5, 2024

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., Denver, Colorado (the “Underwriter”), offers to enter into the following agreement (the “Agreement”) with Independence Metropolitan District No. 3, in Elbert County, Colorado (the “Issuer”), with respect to the purchase by the Underwriter of (i) \$54,785,000 aggregate principal amount of the Issuer’s Limited Tax General Obligation and Special Revenue Refunding and Improvement Senior Bonds, Series 2024A (the “2024A Bonds”), and (ii) \$9,308,000 aggregate principal amount of the Issuer’s Limited Tax General Obligation and Special Revenue Subordinate Bonds, Series 2024B (the “2024B Bonds,” and together with the 2024A Bonds, the “Bonds”), and which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter, subject to the conditions set forth herein. This offer is made subject to your acceptance hereof by execution of this Agreement and its delivery to the undersigned at or prior to 10:00 p.m. on the date first above written. Unless otherwise indicated, capitalized terms used herein which are not defined shall have the meanings given to such terms in the Official Statement.

The term “Preliminary Official Statement” means the Preliminary Official Statement of the Issuer dated November 26, 2024, used by the Underwriter to offer the Bonds for sale to others. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” as of its date as such term is used in Securities and Exchange Commission Rule 15c2-12 (the “Rule”). The term “Official Statement” means the final Official Statement of the Issuer dated December 5, relating to the Bonds.

The Underwriter is obligated under Rule G-23 of the Municipal Securities Rulemaking Board (the “MSRB”) to disclose to you the following information, which you acknowledge and agree to by signing this Agreement:

(i) The bond purchase contemplated by this Agreement will be an arm’s length, commercial transaction between the Issuer and the Underwriter.

(ii) The Underwriter is not acting as a municipal advisor, financial advisor or fiduciary with respect to the Issuer.

(iii) The Underwriter has not assumed any fiduciary responsibility to the Issuer with respect to the underwriting of the Bonds and the Issuer has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

In addition, the Issuer acknowledges that MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors, while recognizing that the Underwriter has financial and other interests that differ from the interests of the Issuer. The Underwriter hereby discloses to the Issuer that the Underwriter is not required by federal law to act in the Issuer's best interests without regard to the Underwriter's own financial or other interests. The Underwriter does have a duty to purchase securities from the Issuer at a fair and reasonable price, but the Underwriter must balance that duty with its duty to sell the Bonds to investors at prices that are also fair and reasonable. The Underwriter has reviewed the Preliminary Official Statement and will review the Official Statement for the Bonds in accordance with and as part of its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Section 1. Certain Representations, Warranties, and Covenants of the Issuer. You represent, warrant, and covenant to the Underwriter, both at the time of your acceptance hereof and at the time of the Closing (hereinafter defined), that:

(a) The 2024A Bonds are limited tax general and special revenue obligations of the Issuer, payable from the Senior Pledged Revenue. The Bond Resolution and the 2024A Senior Indenture create in favor of the 2024A Bonds a valid and binding pledge and lien on the Trust Estate (as defined in the 2024A Senior Indenture) and the revenues pledged to the payment of the 2024A Bonds having the priority specified in the Bond Resolution, the 2024A Senior Indenture, and the Official Statement. The 2024A Bonds, when duly authenticated and paid for in accordance herewith, the Bond Resolution and the 2024A Senior Indenture, and when executed by the other parties thereto, have been duly authorized, executed and delivered by the Issuer, constitute or will constitute as of the Closing the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms.

(b) The 2024B Bonds are limited tax general and special revenue obligations of the Issuer, payable from the Subordinate Pledged Revenue. The Bond Resolution and the 2024B Subordinate Indenture create in favor of the 2024B Bonds a valid and binding pledge and lien on the Trust Estate (as defined in the 2024B Subordinate Indenture) and the revenues pledged to the payment of the 2024B Bonds having the priority specified in the Bond Resolution, the 2024B Subordinate Indenture, and the Official Statement. The 2024B Bonds, when duly authenticated and paid for in accordance herewith, the Bond Resolution and the 2024B Subordinate Indenture, and when executed by the other parties thereto, have been duly authorized, executed and delivered by the Issuer, constitute or will constitute as of the Closing the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms.

(b) The Issuer is a duly organized and existing as a metropolitan district and political subdivision of the State of Colorado, and you, as the governing body of the Issuer, are duly authorized by all applicable laws, rules, and regulations to consummate all transactions

contemplated by (i) this Agreement, (ii) the Bonds, (iii) the Bond Resolution, (iv) the Indentures, (v) the Pledge Agreements, (vi) the Letter of Representations provided by the Issuer to the Depository Trust Company, New York, New York, and (vii) the Continuing Disclosure Agreement (collectively, the foregoing documents are referred to herein as the “Financing Documents”) and any and all other agreements, orders, acts, and resolutions relating thereto, and to the best of your knowledge have duly authorized all necessary action to be taken by you for the adoption and execution of the above instruments and the consummation of the transactions contemplated thereby.

(c) Prior to the date hereof, the Issuer has furnished to the Underwriter the Preliminary Official Statement. The Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the date of Closing, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading, and since the date of the Preliminary Official Statement, there have been no material transactions not in the ordinary course of affairs entered into by the Issuer and no material adverse changes in the general affairs of the Issuer or in its financial condition as shown in the Preliminary Official Statement, other than as disclosed in or contemplated by the Official Statement.

(d) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the best of your knowledge, threatened, against or affecting any Taxing District or affecting the Senior Pledged Revenue or Subordinate Pledged Revenue (nor to the best of your knowledge is there any basis therefor).

(e) The execution and delivery of the Financing Documents, and the other instruments and agreements contemplated thereby, and compliance with the provisions thereof, will not conflict with or constitute a breach of or a default under any existing law, rule, regulation, decree, order, agreement, indenture, mortgage, lease, or any other agreement or instrument to which any Taxing District is subject or by which it is bound.

(f) You have not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that you are a bond issuer whose arbitrage certifications may not be relied upon.

(g) The terms, conditions, and issuance of the Bonds are in compliance in all material respects with the Service Plans.

(h) Any certificate signed by an official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(i) The Issuer will provide the Underwriter such information regarding the Issuer’s current financial condition and ongoing operations as the Underwriter may reasonably request.

(j) The Issuer is not aware of any factors or information which would cause it

to believe that the assumptions or projections set forth in the report of Zonda Advisory (“Zonda”) included as Appendix B (the “Market Study”) to the Official Statement are unreasonable.

(k) The Issuer is not aware of any facts or information which would cause it to believe that the assumptions or projections set forth in the report of Causey Public Finance, LLC (“Causey”) included as Appendix C (the “Financial Forecast”) to the Official Statement are unreasonable.

(l) The Issuer will cause the proceeds from the sale of the Bonds to be applied as provided in the Indentures and will not knowingly take or omit to take any action which would cause the interest on the Bonds to be includible in gross income for federal income tax purposes.

(m) The Issuer has never failed to comply in any material respect with any prior continuing disclosure undertakings entered into, whether entered into voluntarily or pursuant to the Rule.

(n) No event of default has occurred and is continuing and there has not occurred and is continuing any event or condition which, with the passage of time or giving of notice or both, would constitute an event of default under the Financing Documents or any other document which any Taxing District is a party or by which it is bound, which would have any material adverse impact on any Taxing District, and no violation has occurred and is continuing, and there has not occurred any event or condition which, with the passage of time or giving of notice or both, would constitute a violation of any provision of any existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which any Taxing District or any of its principals in such capacity is subject, which would have any material adverse impact on any Taxing District.

(o) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Bonds or the due performance by any Taxing District of its obligations under the Financing Documents or the Bonds have been duly obtained or will be obtained prior to the Closing.

Section 2. Agreement to Purchase.

(a) Subject to the terms and conditions and upon the representations and warranties herein set forth, the Underwriter hereby agrees to purchase from you for offering to others, in accordance with the terms of the limited offering of the 2024A Bonds described in the Official Statement, and you hereby agree to sell to the Underwriter for such purpose, all (but not less than all) of the 2024A Bonds, at the purchase price of \$53,798,870.00 (consisting of the par amount of the 2024A Bonds of \$54,785,000.00, less Underwriter’s discount of \$986,130.00). The 2024A Bonds will mature, bear interest, be subject to redemption and be sold at the price indicated in Exhibit A hereto. The terms of the 2024A Bonds shall be as described more fully in the 2024A Senior Indenture.

(b) Subject to the terms and conditions and upon the representations and warranties herein set forth, the Underwriter hereby agrees to purchase from you for offering to others, in accordance with the terms of the limited offering of the 2024B Bonds described in the Official Statement, and you hereby agree to sell to the Underwriter for such purpose, all (but not less than all) of the 2024B Bonds, at the purchase price of \$9,056,684.00 (consisting of the par amount of the 2024B Bonds of \$9,308,000.00, less Underwriter's discount of \$251,316.00). The 2024B Bonds will mature, bear interest, be subject to redemption and be sold at the price indicated in Exhibit A hereto. The terms of the 2024B Bonds shall be as described more fully in the 2024B Subordinate Indenture.

(b) The Underwriter hereby agrees to make a bona fide limited offering of the Bonds at not in excess of the initial offering price (which may be expressed in terms of yield) set forth on the cover page of the Official Statement and in Exhibit A hereto.

(c) At the time for your acceptance hereof, you shall deliver to the Underwriter at least one originally executed copy of this Agreement, and at the request of the Underwriter, at least one certified copy of the Bond Resolution and the Indentures.

(d) You hereby authorize the use by the Underwriter of the Official Statement in connection with the sale of the Bonds and you consent to the use by the Underwriter, prior to the date of this Agreement, of the Preliminary Official Statement.

(e) During the period ending on the 25th day after the End of the Underwriting Period, which is defined as the later of the Closing or the date when the Underwriter does not retain an unsold balance of the Bonds for sale to the public (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this Section 2(f)) at all times subsequent thereto during the period up to and including the Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

Section 3. Closing.

(a) Delivery of and payment for the 2024A Bonds shall be made at the offices of bond counsel, Greenberg Traurig, LLP, 1144 15th Street, Suite 3300, Denver, CO 80202, at 9:00 a.m. on December 19, 2024, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter (such delivery and payment is hereinafter called the “Closing”). Delivery of the 2024A Bonds shall be made to the Underwriter against payment by the Underwriter of the purchase price of the 2024A Bonds as set forth in Section 2(a) hereof, in immediately available funds to or upon the order of the Issuer. The 2024A Bonds shall be delivered in definitive form duly executed on your behalf pursuant to the 2024A Senior Indenture.

(a) Delivery of and payment for the 2024B Bonds shall be made at the offices of bond counsel, Greenberg Traurig, LLP, 1144 15th Street, Suite 3300, Denver, CO 80202, at 9:00 a.m. on December 19, 2024, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter (such delivery and payment is hereinafter called the “Closing”). Delivery of the 2024B Bonds shall be made to the Underwriter against payment by the Underwriter of the purchase price of the 2024B Bonds as set forth in Section 2(b) hereof, in immediately available funds to or upon the order of the Issuer. The 2024B Bonds shall be delivered in definitive form duly executed on your behalf pursuant to the 2024B Subordinate Indenture.

Section 4. Expenses. The Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder. The Issuer agrees to pay expenses incurred in connection with: the preparation, printing and issuance of the Bonds; the preparation and printing of the Preliminary Official Statement and the Official Statement; the fees and expenses of any counsel required by the terms hereof or otherwise to render an opinion in connection with the Financing Documents; the fees and expenses of bond counsel and Underwriter’s counsel, the Issuer’s accountant’s and other consultants’ fees; fees of the Trustee and paying agent; the fees of DPC Data for a continuing disclosure compliance review; and all other expenses incurred by the Underwriter in connection with its purchase, offering and distribution of the Bonds. In the event that the Underwriter incurs or advances the cost of any expense for which the Issuer or the Developer is responsible hereunder, including expenses incurred for meals, transportation and lodging of employees of the Issuer or the Developer, the Issuer shall reimburse the Underwriter at or prior to Closing or, if at Closing, reimbursement may be included in the expense component of the Underwriter’s discount.

Section 5. Conditions to Underwriter’s Obligations.

(a) The obligations of the Underwriter hereunder are subject to the performance by the Issuer of its obligations to be performed hereunder at or prior to Closing, to the accuracy of the representations and warranties of the Taxing Districts herein as of the date hereof and as of the time of Closing, and in the Underwriter’s discretion are subject to the following further conditions, all of which must occur at or prior to Closing (note that the legal opinions described below may be subject to customary qualifications and limitations as are agreed to by the Underwriter prior to the issuance of the Bonds):

- (i) *Certified and Executed Documents.* The Underwriter shall receive certified copies of the Bond Resolution and executed copies of the Indentures and the other Financing Documents and the Market Study and the Financial Forecast.
- (ii) *Financing Documents.* The Financing Documents and any other instruments and agreements contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Underwriter.
- (iii) *Additional Resolutions, Rules or Regulations.* Each Taxing District shall have adopted, and there shall be in full force and effect, such additional resolutions, rules, or regulations as shall, in the opinion of the general counsel for the Taxing Districts, and of bond counsel, be necessary in connection with the transactions contemplated hereby.
- (iv) *Opinions of Bond Counsel.* The Underwriter shall receive the approving opinions of Greenberg Traurig, LLP, as bond counsel, in a form and in substance satisfactory to the Underwriter, dated the day of Closing and addressed to the Issuer and the Underwriter (or with a reliance letter to the Underwriter), in substantially the forms appended to the Preliminary Official Statement as Appendix F pertaining to the validity and enforceability of the Indentures and the Bonds and the tax-exempt status of the interest on the Bonds.
- (v) *Opinion of Bond Counsel Regarding the Pledge Agreements.* The Underwriter shall receive the approving opinion of Greenberg Traurig, LLP as bond counsel, in a form and in substance satisfactory to the Underwriter, dated the day of Closing and addressed to the Issuer and the Underwriter (or with reliance letter to the Underwriter), pertaining to the validity and enforceability of the Pledge Agreements.
- (vi) *Supplemental Opinions of Bond Counsel.* The Underwriter shall receive an opinion of Greenberg Traurig, LLP, as bond counsel, in form and in substance satisfactory to the Underwriter, dated the day of Closing and addressed to the Issuer and the Underwriter (or with a reliance letter to the Underwriter), stating that: (A) the Bonds constitute exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”); (B) the Bonds and the Pledge Agreements are either not subject to, or are being issued pursuant to an exemption from, the provisions of the Colorado Municipal Bond Supervision Act; (C) it is not necessary in connection with the offering and sale of the Bonds to qualify the Indentures under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”); (D) the statements contained in the Official Statement under the captions “INTRODUCTION – Security for the 2024A

Senior Bonds,” “– Security for the 2024B Subordinate Bonds,” “– The Bonds; Prior Redemption,” “– Authority for Issuance,” and “– Delivery Information;” “THE 2024A SENIOR BONDS (except for the information under the subsection “– Book-Entry Only System”);” “SECURITY FOR THE 2024A SENIOR BONDS;” “THE 2024B SUBORDINATE BONDS (except for the information under the subsection “– Book-Entry Only System”);” “SECURITY FOR THE 2024B SUBORDINATE BONDS;” “DEBT STRUCTURE – General Obligation Debt,” Appendix G, and Appendix H insofar as such statements purport to summarize certain provisions of the Bonds, the Indentures, and the Pledge Agreements, present accurate summaries of such provisions; and (E) the information contained in the italicized first paragraph on the cover page of the Official Statement and under the captions “INTRODUCTION – Tax Status,” and “TAX MATTERS” presents an accurate summary of the matters discussed therein.

- (vii) *Opinion of Taxing Districts’ Counsel.* The Underwriter shall receive an opinion from the Taxing Districts’ general counsel, in a form and in substance satisfactory to the Underwriter and bond counsel, dated the day of Closing and addressed to the Taxing Districts and the Underwriter, concerning: (A) the due organization of the Taxing Districts; (B) the absence of litigation involving the Taxing Districts not disclosed in the Official Statement by each Taxing District, as applicable; (C) the adoption, due execution and delivery of the Financing Documents; (D) the qualification of the members of the Taxing District Boards to serve in such capacity; (E) whether the issuance of the Bonds or entering into the Financing Documents will constitute a violation of any judgment, order or decree, or a breach of any contract to which any Taxing District is a party; (F) the Taxing Districts are in substantial compliance with the Service Plans and entering into the Financing Documents and issuing the Bonds do not create a material modification thereto; (G) to the best of the knowledge of the Taxing Districts’ general counsel and with reasonable inquiry, and assuming the accuracy of the Conflicts Forms and Affidavits, the execution and delivery of the Pledge Agreements and the performance by each Taxing District of its obligations with respect thereto, will not result in a violation of any applicable judgment, order or decree of any authority of the State of Colorado, and will not result in a breach of, or constitute a default under, any agreement or instrument to which any Taxing District is a party or by which any Taxing District is bound; and (H) the Taxing Districts are in substantial compliance with the Service Plans and entering into the Financing Documents and issuing the Bonds do not create a material modification thereto; (F) regarding the System Development Fees (the “Fees”): (i) the System Development Fees Resolution has been duly and validly adopted and the Taxing Districts are authorized to impose and enforce the collection of the same in accordance with C.R.S. Section 32-1-100; (ii) the Fees are in the nature of a fee permitted in C.R.S. Section 32-1-1001(1)(j) and may be pledged to the payment of the principal of and

interest on the Bonds; (iii) pursuant to C.R.S. Section 32-1-1001(1)(j) in its current form and content, from and after the date of issuance of the Bonds and set forth in the System Development Fees Resolution, and until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State for the foreclosure of mechanic's liens; and (iv) no election under the constitution or other laws of the State of Colorado is required to impose the Fees; and (G) a statement to the effect that the sections of the Official Statement entitled "INTRODUCTION – The Taxing Districts," "THE TAXING DISTRICTS," and "LEGAL MATTERS – No Litigation Involving the Taxing Districts," but excluding financial information contained therein, did not contain and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and such other matters as may be reasonably requested by the Underwriter or Bond Council.

- (viii) *Underwriter's Counsel Letter.* The Underwriter shall receive a letter from Sherman & Howard L.L.C., as Underwriter's counsel, in form and substance satisfactory to the Underwriter and the Issuer, dated as of the Closing and addressed to the Underwriter (with a reliance letter to the Issuer), stating, in substance, that nothing came to the attention of the attorneys in Sherman & Howard L.L.C. rendering legal services in connection with such firm's representation of the Underwriter which leads such firm to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date or as of the Closing (except for the Market Study, the Financial Forecast, any financial, demographic, economic, engineering or statistical data; any statements of trends, forecasts, estimates, projections, assumptions, or expressions of opinion; and information concerning The Depository Trust Company ("DTC") provided by DTC contained in the Official Statement, as to which such firm will express no view), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.
- (ix) *Taxing Districts Certificate.* The Underwriter shall receive a certificate or certificates dated the day of Closing, in a form satisfactory to the Underwriter and bond counsel, signed by the appropriate officials of the Taxing Districts, which is or are expected to state in substance, among other things, that: (A) there is no litigation pending or threatened seeking to restrain or to enjoin the issuance or delivery of the Bonds, the collection of the Senior Pledged Revenue or the Subordinate Pledged Revenue, the Taxing Districts from entering into the Pledge Agreements, from levying, collecting or imposing the Senior Required Mill Levy or the Subordinate Required Mill Levy, or in any manner questioning the authority and

proceedings for the issuance of the Bonds or the collection of the Senior Pledged Revenue or the Subordinate Pledged Revenue, authorizing the Pledge Agreements, the levying, collecting or imposing, as applicable, of the Senior Required Mill Levy or the Subordinate Required Mill Levy, or affecting the validity of the Bonds or the collection of the Senior Pledged Revenue or the Subordinate Pledged Revenue, the Pledge Agreement, or the levying, collecting or imposing, as applicable, of the Senior Required Mill Levy or the Subordinate Required Mill Levy; (B) neither the corporate existence of any Taxing District, the present boundaries thereof, nor the rights of each Taxing District Board and any Taxing District's officers to hold their respective positions is being contested or challenged; (C) no authority or proceedings for the issuance of the Bonds or the authorization of the Pledge Agreements has or have been repealed, revoked, or rescinded; (D) none of the Bonds have been issued prior to the date of Closing; (E) nothing exists to hinder or prevent the Issuer from issuing the Bonds or the Taxing Districts from entering into the Pledge Agreements; (F) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects as of the date of Closing, and each Taxing District has complied with all agreements and covenants and satisfied all conditions contemplated by the Financing Documents to which it is a party; (G) the Preliminary Official Statement (except for certain information permitted to be omitted by the Rule) as of its date and as of the date hereof and the Official Statement as of the date hereof and as of the Closing is complete and accurate in all material respects and did not contain and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (H) there has been no material adverse change in the ability of the Issuer to pay debt service on the Bonds or each Taxing District to satisfy its respective obligations under the Pledge Agreements or the financial condition of each Taxing District from the date of the Official Statement to the date of such certificate; and (I) such other representations as the Underwriter or Bond Counsel may reasonably request.

- (x) *Zonda Consent.* The Underwriter shall receive a certificate from Zonda, in which such firm consents to the attachment of the Market Study to the Official Statement as Appendix B.
- (xi) *Causey Consent.* The Underwriter shall receive a certificate from Causey, in which such firm consents to the attachment of the Financial Forecast to the Official Statement as Appendix C.
- (xii) *Developer Certificate and Indemnification Agreement.* The Underwriter shall receive an executed Certificate of Representations and Indemnification Agreement of Developer from the Developer, dated the day of Closing, in substantially the form set forth in Exhibit B hereto.

- (xiii) *Continuing Disclosure Agreement.* The Issuer and the Trustee shall have executed the Continuing Disclosure Agreement in substantially the form attached to the Official Statement as Appendix E.
- (xiv) *Trustee Certificate.* The Underwriter shall receive a certificate of the Trustee, dated the day of Closing, as to, among other things, the powers and authority of the Trustee, the acceptance of the duties of the Trustee under the Indenture, the authentication of the Bonds by the Trustee and the receipt by the Trustee of the proceeds of the sale of the Bonds on behalf of the Issuer.
- (xv) *Registration Exemption.* The Underwriter shall receive evidence of the exemption of the Bonds from the registration requirements of the Colorado Municipal Bond Supervision Act.
- (xvi) *Recording of Restrictive Covenant and PILOT Agreement.* The Developer shall execute and record a Restrictive Covenant on or prior to the day of Closing with an applicable Taxing District that requires any developable property within the Development not currently included within the boundaries of a Taxing District to be included into a Taxing District no later than the date a final plat is recorded with respect to such property. The Developer shall also record a PILOT covenant on or prior to the day of Closing with respect to the same property referenced in the preceding sentence that requires the Developer to make a PILOT payment in the amount of the Senior Required Mill Levy and the Subordinate Required Mill Levy of the related Taxing District.
- (xvii) *Ratification Meeting.* To the extent required by the Issuer's general counsel and bond counsel to satisfy state law requirements with respect to conflicts disclosure or other matters, a ratification meeting of the Taxing Districts' boards has occurred prior to the day of Closing to approve the Bond Resolution.
- (xviii) *Additional Requirements.* The Underwriter shall receive such additional certificates and other documents as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby.

(b) The opinions and certificates and other evidence referred to above shall be dated as of the Closing, and, unless otherwise stated above, shall be in form and substance satisfactory to the Underwriter in its reasonable discretion. All opinions referred to above shall be addressed to the Underwriter, or appropriate reliance letters shall be provided to the Underwriter.

Section 6. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Schedule I attached to Exhibit C, the Issuer will treat the first price at which 10% of each maturity of each series of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of each series of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I to Exhibit C, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Agreement, the maturities, if any, of each series of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of that series of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to

the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for the purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

Section 7. Cancellation of the Agreement. The Underwriter shall have the right to cancel this Agreement by notification to you if, at any time subsequent to the date of this Agreement and at or prior to Closing:

(a) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States of America, or legislation shall be favorably reported by such a committee or be introduced in, by amendment or otherwise, or be passed by, the House of Representatives or the Senate, or recommended by the President of the United States of America to the Congress of the United States of America for passage, or be enacted by the Congress of the United States of America, or a decision by a court established under Article III of the Constitution of the United States of America, or the Tax Court of the United States of America, shall be rendered, or a ruling, official statement, or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by you or by any similar body or upon interest received on obligations of the general character of the Bonds which, in the Underwriter's opinion, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale thereof.

(b) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency in the State, or a decision by any court of competent jurisdiction shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

(c) A stop order, ruling, regulation, or official statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be proposed, issued, or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal or state securities laws, the Securities Act, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act.

(d) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or from other requirements of the Securities Act or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indentures are not exempt from qualification under or other requirements of the Trust Indenture Act.

(e) Any event shall have occurred, or information become known which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Official Statement or has the effect that the Official Statement as originally circulated contains an untrue statement of a material fact or omits 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.

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities by any governmental authority or by any national securities exchange.

(g) Any national securities exchange or any governmental authority shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

(h) A general banking moratorium shall have been established by federal, New York, or Colorado authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred.

(i) Trading in any securities of yours shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened against you by the Securities and Exchange Commission.

(j) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have been instigated or escalated, or any other event relating to the operation of government or the financial community shall have occurred which, in the Underwriter's opinion, materially adversely affects the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale thereof.

Section 8. Official Statement.

(a) The Issuer shall provide and shall cause its accountants and advisors to provide such information, access to records, and other cooperation as the Underwriter may reasonably request in connection with the preparation of the Official Statement for use in connection with the distribution of the Bonds by the Underwriter. The Issuer authorizes the use of the Official Statement by the Underwriter and others in connection with the distribution of the Bonds, and if requested by the Underwriter, shall cause the Official Statement to be executed on behalf of the Issuer by one of its authorized officials.

(b) The Issuer represents that it will comply with the continuing disclosure covenants contained in the Continuing Disclosure Agreement.

(c) The Issuer hereby agrees to deliver to the Underwriter, within the earlier of: (i) seven (7) business days after the date of acceptance hereof by the Issuer or (ii) one day prior to Closing, sufficient copies of the final version of the Official Statement as may be reasonably requested by the Underwriter. The Underwriter has determined that such delivery date is in sufficient time to permit the Official Statement to accompany any confirmation that requests payment from any customer of the Underwriter.

Section 9. Miscellaneous.

(a) Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Agreement shall be in writing addressed to the Underwriter and may be given by delivering the same at the office of the Underwriter, 1144 15th Street, Suite 2050, Denver, Colorado 80202.

(b) This Agreement is made solely for the benefit of the Issuer and the Underwriter and the Underwriter's respective successors or assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement shall not be assignable by the Issuer. A person or other legal entity shall not be deemed to be the successor or assign of the Underwriter solely by reason of having purchased a Bond or Bonds.

(c) All the representations, warranties, and agreements of the Issuer in this Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Bonds, regardless of any investigation made by or on behalf of the Underwriter.

(d) If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter shall be cancelled or otherwise terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the agreements relating to the payment of expenses in Section 4 hereof shall survive any termination of this Agreement.

(e) The provisions hereof contain all of the terms of the agreement between the Issuer and the Underwriter concerning the sale and purchase of the Bonds, and this Agreement supersedes any other agreements or understandings between the Issuer and the Underwriter concerning such matters. No addition, amendment, alteration, modification, or deletion hereto shall be made except by written amendment signed by the Issuer and the Underwriter.

(f) This Agreement arises out of transactions in the State of Colorado, and shall be governed, interpreted, and construed in accordance with the laws of the State of Colorado.

(g) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

If the foregoing is acceptable to you, please sign below and this Agreement will become a binding contract between us.

Very truly yours,

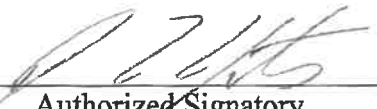
PIPER SANDLER & CO.

By: 
Authorized Signatory

Date: December 5, 2024.

Time: 3:05 pm

**INDEPENDENCE METROPOLITAN DISTRICT
NO. 3**

By: 
Authorized Signatory

Date: December 5, 2024.

Time: 2:30 pm

EXHIBIT A
to
BOND PURCHASE AGREEMENT

(Attach Final Pricing Information)

SOURCES AND USES OF FUNDS

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024A SUBORDINATE CASH FLOW BONDS, SERIES 2024B

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FINAL PRICING

Dated Date 12/19/2024
Delivery Date 12/19/2024

<i>Sources:</i>	<i>Series 2024A</i>	<i>Series 2024B</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	54,785,000.00	9,308,000.00	64,093,000.00
Other Sources of Funds:			
Reserve Fund	2,432,860.34		2,432,860.34
Surplus Fund	1,219,316.01		1,219,316.01
Bond Fund	1,833.29		1,833.29
System Dev. Fees	194,647.20		194,647.20
	3,848,656.84		3,848,656.84
	58,633,656.84	9,308,000.00	67,941,656.84
<hr/>			
<i>Uses:</i>	<i>Series 2024A</i>	<i>Series 2024B</i>	<i>Total</i>
Project Fund Deposits:			
Project Fund	7,305,352.83	9,056,684.00	16,362,036.83
Refunding Escrow Deposits:			
Cash Deposit	44,940,310.01		44,940,310.01
Other Fund Deposits:			
Surplus Deposit	5,009,000.00		5,009,000.00
Cost of Issuance:			
District Counsel	135,000.00		135,000.00
Underwriter's Counsel	90,000.00		90,000.00
Bond Counsel	95,000.00		95,000.00
District Manager	864.00		864.00
Cash Flow Forecast	21,500.00		21,500.00
External Financial Advisor	5,000.00		5,000.00
Trustee	9,000.00		9,000.00
Aerial	1,600.00		1,600.00
Printer	4,000.00		4,000.00
Contingency	30,900.00		30,900.00
	392,864.00		392,864.00
Underwriter's Discount:			
Underwriter's Discount	986,130.00	251,316.00	1,237,446.00
	58,633,656.84	9,308,000.00	67,941,656.84

SOURCES AND USES OF FUNDS

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**  
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FINAL PRICING

Dated Date 12/19/2024
Delivery Date 12/19/2024

Sources:

Bond Proceeds:	
Par Amount	54,785,000.00
Other Sources of Funds:	
Reserve Fund	2,432,860.34
Surplus Fund	1,219,316.01
Bond Fund	1,833.29
System Dev. Fees	194,647.20
	<hr/>
	3,848,656.84
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	58,633,656.84
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Uses:

Project Fund Deposits:	
Project Fund	7,305,352.83
Refunding Escrow Deposits:	
Cash Deposit	44,940,310.01
Other Fund Deposits:	
Surplus Deposit	5,009,000.00
Cost of Issuance:	
District Counsel	135,000.00
Underwriter's Counsel	90,000.00
Bond Counsel	95,000.00
District Manager	864.00
Cash Flow Forecast	21,500.00
External Financial Advisor	5,000.00
Trustee	9,000.00
Aerial	1,600.00
Printer	4,000.00
Contingency	30,900.00
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	392,864.00
Underwriter's Discount:	
Underwriter's Discount	986,130.00
	<hr/>
	58,633,656.84
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BOND SUMMARY STATISTICS

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

FINAL PRICING

Dated Date	12/19/2024
Delivery Date	12/19/2024
Last Maturity	12/01/2054
Arbitrage Yield	5.375253%
True Interest Cost (TIC)	5.522121%
Net Interest Cost (NIC)	5.456243%
All-In TIC	5.581757%
Average Coupon	5.375000%
Average Life (years)	22.156
Duration of Issue (years)	12.652
Par Amount	54,785,000.00
Bond Proceeds	54,785,000.00
Total Interest	65,241,790.53
Net Interest	66,227,920.53
Total Debt Service	120,026,790.53
Maximum Annual Debt Service	9,520,631.26
Average Annual Debt Service	4,007,572.30
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	18.000000
Total Underwriter's Discount	18.000000
Bid Price	98.200000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2054	54,785,000.00	100.000	5.375%	22.156
	54,785,000.00			22.156

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	54,785,000.00	54,785,000.00	54,785,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(986,130.00)	(986,130.00)	
- Cost of Issuance Expense		(392,864.00)	
- Other Amounts			
Target Value	53,798,870.00	53,406,006.00	54,785,000.00
Target Date	12/19/2024	12/19/2024	12/19/2024
Yield	5.522121%	5.581757%	5.375253%

BOND PRICING

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

FINAL PRICING

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2054:					
	12/01/2025		5.375%	5.375%	100.000
	12/01/2026		5.375%	5.375%	100.000
	12/01/2027		5.375%	5.375%	100.000
	12/01/2028	280,000	5.375%	5.375%	100.000
	12/01/2029	660,000	5.375%	5.375%	100.000
	12/01/2030	390,000	5.375%	5.375%	100.000
	12/01/2031	580,000	5.375%	5.375%	100.000
	12/01/2032	785,000	5.375%	5.375%	100.000
	12/01/2033	825,000	5.375%	5.375%	100.000
	12/01/2034	945,000	5.375%	5.375%	100.000
	12/01/2035	995,000	5.375%	5.375%	100.000
	12/01/2036	1,120,000	5.375%	5.375%	100.000
	12/01/2037	1,180,000	5.375%	5.375%	100.000
	12/01/2038	1,320,000	5.375%	5.375%	100.000
	12/01/2039	1,390,000	5.375%	5.375%	100.000
	12/01/2040	1,545,000	5.375%	5.375%	100.000
	12/01/2041	1,625,000	5.375%	5.375%	100.000
	12/01/2042	1,795,000	5.375%	5.375%	100.000
	12/01/2043	1,890,000	5.375%	5.375%	100.000
	12/01/2044	2,070,000	5.375%	5.375%	100.000
	12/01/2045	2,185,000	5.375%	5.375%	100.000
	12/01/2046	2,380,000	5.375%	5.375%	100.000
	12/01/2047	2,510,000	5.375%	5.375%	100.000
	12/01/2048	2,730,000	5.375%	5.375%	100.000
	12/01/2049	2,875,000	5.375%	5.375%	100.000
	12/01/2050	3,115,000	5.375%	5.375%	100.000
	12/01/2051	3,280,000	5.375%	5.375%	100.000
	12/01/2052	3,545,000	5.375%	5.375%	100.000
	12/01/2053	3,735,000	5.375%	5.375%	100.000
	12/01/2054	9,035,000	5.375%	5.375%	100.000

54,785,000

Dated Date	12/19/2024	
Delivery Date	12/19/2024	
First Coupon	06/01/2025	
Par Amount	54,785,000.00	
Original Issue Discount		
Production	54,785,000.00	100.000000%
Underwriter's Discount	(986,130.00)	(1.800000%)
Purchase Price	53,798,870.00	98.200000%
Accrued Interest		
Net Proceeds	53,798,870.00	

NET DEBT SERVICE

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

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FINAL PRICING

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Net Debt Service</i>
12/01/2025			2,797,459.07	2,797,459.07	2,797,459.07
12/01/2026			2,944,693.76	2,944,693.76	2,944,693.76
12/01/2027			2,944,693.76	2,944,693.76	2,944,693.76
12/01/2028	280,000	5.375%	2,944,693.76	3,224,693.76	3,224,693.76
12/01/2029	660,000	5.375%	2,929,643.76	3,589,643.76	3,589,643.76
12/01/2030	390,000	5.375%	2,894,168.76	3,284,168.76	3,284,168.76
12/01/2031	580,000	5.375%	2,873,206.26	3,453,206.26	3,453,206.26
12/01/2032	785,000	5.375%	2,842,031.26	3,627,031.26	3,627,031.26
12/01/2033	825,000	5.375%	2,799,837.50	3,624,837.50	3,624,837.50
12/01/2034	945,000	5.375%	2,755,493.76	3,700,493.76	3,700,493.76
12/01/2035	995,000	5.375%	2,704,700.00	3,699,700.00	3,699,700.00
12/01/2036	1,120,000	5.375%	2,651,218.76	3,771,218.76	3,771,218.76
12/01/2037	1,180,000	5.375%	2,591,018.76	3,771,018.76	3,771,018.76
12/01/2038	1,320,000	5.375%	2,527,593.76	3,847,593.76	3,847,593.76
12/01/2039	1,390,000	5.375%	2,456,643.76	3,846,643.76	3,846,643.76
12/01/2040	1,545,000	5.375%	2,381,931.26	3,926,931.26	3,926,931.26
12/01/2041	1,625,000	5.375%	2,298,887.50	3,923,887.50	3,923,887.50
12/01/2042	1,795,000	5.375%	2,211,543.76	4,006,543.76	4,006,543.76
12/01/2043	1,890,000	5.375%	2,115,062.50	4,005,062.50	4,005,062.50
12/01/2044	2,070,000	5.375%	2,013,475.00	4,083,475.00	4,083,475.00
12/01/2045	2,185,000	5.375%	1,902,212.50	4,087,212.50	4,087,212.50
12/01/2046	2,380,000	5.375%	1,784,768.76	4,164,768.76	4,164,768.76
12/01/2047	2,510,000	5.375%	1,656,843.76	4,166,843.76	4,166,843.76
12/01/2048	2,730,000	5.375%	1,521,931.26	4,251,931.26	4,251,931.26
12/01/2049	2,875,000	5.375%	1,375,193.76	4,250,193.76	4,250,193.76
12/01/2050	3,115,000	5.375%	1,220,662.50	4,335,662.50	4,335,662.50
12/01/2051	3,280,000	5.375%	1,053,231.26	4,333,231.26	4,333,231.26
12/01/2052	3,545,000	5.375%	876,931.26	4,421,931.26	4,421,931.26
12/01/2053	3,735,000	5.375%	686,387.50	4,421,387.50	4,421,387.50
12/01/2054	9,035,000	5.375%	485,631.26	9,520,631.26	9,520,631.26
	54,785,000		65,241,790.53	120,026,790.53	120,026,790.53

BOND DEBT SERVICE

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

~ ~ ~

FINAL PRICING

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2025			1,325,112.19	1,325,112.19	
12/01/2025			1,472,346.88	1,472,346.88	2,797,459.07
06/01/2026			1,472,346.88	1,472,346.88	
12/01/2026			1,472,346.88	1,472,346.88	2,944,693.76
06/01/2027			1,472,346.88	1,472,346.88	
12/01/2027			1,472,346.88	1,472,346.88	2,944,693.76
06/01/2028			1,472,346.88	1,472,346.88	
12/01/2028	280,000	5.375%	1,472,346.88	1,752,346.88	3,224,693.76
06/01/2029			1,464,821.88	1,464,821.88	
12/01/2029	660,000	5.375%	1,464,821.88	2,124,821.88	3,589,643.76
06/01/2030			1,447,084.38	1,447,084.38	
12/01/2030	390,000	5.375%	1,447,084.38	1,837,084.38	3,284,168.76
06/01/2031			1,436,603.13	1,436,603.13	
12/01/2031	580,000	5.375%	1,436,603.13	2,016,603.13	3,453,206.26
06/01/2032			1,421,015.63	1,421,015.63	
12/01/2032	785,000	5.375%	1,421,015.63	2,206,015.63	3,627,031.26
06/01/2033			1,399,918.75	1,399,918.75	
12/01/2033	825,000	5.375%	1,399,918.75	2,224,918.75	3,624,837.50
06/01/2034			1,377,746.88	1,377,746.88	
12/01/2034	945,000	5.375%	1,377,746.88	2,322,746.88	3,700,493.76
06/01/2035			1,352,350.00	1,352,350.00	
12/01/2035	995,000	5.375%	1,352,350.00	2,347,350.00	3,699,700.00
06/01/2036			1,325,609.38	1,325,609.38	
12/01/2036	1,120,000	5.375%	1,325,609.38	2,445,609.38	3,771,218.76
06/01/2037			1,295,509.38	1,295,509.38	
12/01/2037	1,180,000	5.375%	1,295,509.38	2,475,509.38	3,771,018.76
06/01/2038			1,263,796.88	1,263,796.88	
12/01/2038	1,320,000	5.375%	1,263,796.88	2,583,796.88	3,847,593.76
06/01/2039			1,228,321.88	1,228,321.88	
12/01/2039	1,390,000	5.375%	1,228,321.88	2,618,321.88	3,846,643.76
06/01/2040			1,190,965.63	1,190,965.63	
12/01/2040	1,545,000	5.375%	1,190,965.63	2,735,965.63	3,926,931.26
06/01/2041			1,149,443.75	1,149,443.75	
12/01/2041	1,625,000	5.375%	1,149,443.75	2,774,443.75	3,923,887.50
06/01/2042			1,105,771.88	1,105,771.88	
12/01/2042	1,795,000	5.375%	1,105,771.88	2,900,771.88	4,006,543.76
06/01/2043			1,057,531.25	1,057,531.25	
12/01/2043	1,890,000	5.375%	1,057,531.25	2,947,531.25	4,005,062.50
06/01/2044			1,006,737.50	1,006,737.50	
12/01/2044	2,070,000	5.375%	1,006,737.50	3,076,737.50	4,083,475.00
06/01/2045			951,106.25	951,106.25	
12/01/2045	2,185,000	5.375%	951,106.25	3,136,106.25	4,087,212.50
06/01/2046			892,384.38	892,384.38	
12/01/2046	2,380,000	5.375%	892,384.38	3,272,384.38	4,164,768.76
06/01/2047			828,421.88	828,421.88	
12/01/2047	2,510,000	5.375%	828,421.88	3,338,421.88	4,166,843.76
06/01/2048			760,965.63	760,965.63	
12/01/2048	2,730,000	5.375%	760,965.63	3,490,965.63	4,251,931.26
06/01/2049			687,596.88	687,596.88	
12/01/2049	2,875,000	5.375%	687,596.88	3,562,596.88	4,250,193.76
06/01/2050			610,331.25	610,331.25	
12/01/2050	3,115,000	5.375%	610,331.25	3,725,331.25	4,335,662.50
06/01/2051			526,615.63	526,615.63	
12/01/2051	3,280,000	5.375%	526,615.63	3,806,615.63	4,333,231.26
06/01/2052			438,465.63	438,465.63	
12/01/2052	3,545,000	5.375%	438,465.63	3,983,465.63	4,421,931.26
06/01/2053			343,193.75	343,193.75	
12/01/2053	3,735,000	5.375%	343,193.75	4,078,193.75	4,421,387.50
06/01/2054			242,815.63	242,815.63	
12/01/2054	9,035,000	5.375%	242,815.63	9,277,815.63	9,520,631.26
	54,785,000		65,241,790.53	120,026,790.53	120,026,790.53

CALL PROVISIONS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**

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FINAL PRICING

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

SUMMARY OF BONDS REFUNDED

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**  
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FINAL PRICING

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2019A - Current Interest Bonds, 19A, TERM49:					
	12/01/2027	6.250%	35,000	12/19/2024	103.000
	12/01/2028	6.250%	270,000	12/19/2024	103.000
	12/01/2029	6.250%	385,000	12/19/2024	103.000
	12/01/2030	6.250%	450,000	12/19/2024	103.000
	12/01/2031	6.250%	480,000	12/19/2024	103.000
	12/01/2032	6.250%	550,000	12/19/2024	103.000
	12/01/2033	6.250%	585,000	12/19/2024	103.000
	12/01/2034	6.250%	660,000	12/19/2024	103.000
	12/01/2035	6.250%	705,000	12/19/2024	103.000
	12/01/2036	6.250%	790,000	12/19/2024	103.000
	12/01/2037	6.250%	840,000	12/19/2024	103.000
	12/01/2038	6.250%	935,000	12/19/2024	103.000
	12/01/2039	6.250%	990,000	12/19/2024	103.000
	12/01/2040	6.250%	1,095,000	12/19/2024	103.000
	12/01/2041	6.250%	1,165,000	12/19/2024	103.000
	12/01/2042	6.250%	1,285,000	12/19/2024	103.000
	12/01/2043	6.250%	1,365,000	12/19/2024	103.000
	12/01/2044	6.250%	1,495,000	12/19/2024	103.000
	12/01/2045	6.250%	1,590,000	12/19/2024	103.000
	12/01/2046	6.250%	1,735,000	12/19/2024	103.000
	12/01/2047	6.250%	1,840,000	12/19/2024	103.000
	12/01/2048	6.250%	2,005,000	12/19/2024	103.000
	12/01/2049	6.250%	4,545,000	12/19/2024	103.000
			25,795,000		

ESCROW REQUIREMENTS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**

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FINAL PRICING

Dated Date 12/19/2024
Delivery Date 12/19/2024

Pay & Cancel Refunding of Series 2019A (PC19A)

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Redemption Premium</i>	<i>Total</i>
12/19/2024	80,609.38	25,795,000	773,850.00	26,649,459.38
	80,609.38	25,795,000	773,850.00	26,649,459.38

ESCROW REQUIREMENTS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**

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FINAL PRICING

Dated Date 12/19/2024
Delivery Date 12/19/2024

Pay and Cancel Refunding of Series 2019B (PC19B)

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Redemption Premium</i>	<i>Total</i>
12/19/2024	2,726,271.35	4,230,000	126,900.00	7,083,171.35
	2,726,271.35	4,230,000	126,900.00	7,083,171.35

ESCROW REQUIREMENTS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024**

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FINAL PRICING

Dated Date 12/19/2024
Delivery Date 12/19/2024

Pay and Cancel Refunding of Series 2021B (PC21B)

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Redemption Premium</i>	<i>Total</i>
12/19/2024	2,550,529.28	8,405,000	252,150.00	11,207,679.28
	2,550,529.28	8,405,000	252,150.00	11,207,679.28

BOND SOLUTION

INDEPENDENCE METROPOLITAN DISTRICT NO. 3 Elbert County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

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FINAL PRICING

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2025		2,797,459	2,797,459	2,551,275	(246,185)	91.20%
12/01/2026		2,944,694	2,944,694	2,900,344	(44,349)	98.49%
12/01/2027		2,944,694	2,944,694	3,753,375	808,681	127.46%
12/01/2028	280,000	3,224,694	3,224,694	4,195,982	971,288	130.12%
12/01/2029	660,000	3,589,644	3,589,644	4,670,674	1,081,031	130.12%
12/01/2030	390,000	3,284,169	3,284,169	4,274,021	989,852	130.14%
12/01/2031	580,000	3,453,206	3,453,206	4,494,153	1,040,947	130.14%
12/01/2032	785,000	3,627,031	3,627,031	4,718,091	1,091,060	130.08%
12/01/2033	825,000	3,624,838	3,624,838	4,718,091	1,093,253	130.16%
12/01/2034	945,000	3,700,494	3,700,494	4,812,536	1,112,042	130.05%
12/01/2035	995,000	3,699,700	3,699,700	4,812,536	1,112,836	130.08%
12/01/2036	1,120,000	3,771,219	3,771,219	4,908,870	1,137,651	130.17%
12/01/2037	1,180,000	3,771,019	3,771,019	4,908,870	1,137,851	130.17%
12/01/2038	1,320,000	3,847,594	3,847,594	5,007,130	1,159,536	130.14%
12/01/2039	1,390,000	3,846,644	3,846,644	5,007,130	1,160,486	130.17%
12/01/2040	1,545,000	3,926,931	3,926,931	5,107,356	1,180,424	130.06%
12/01/2041	1,625,000	3,923,888	3,923,888	5,107,356	1,183,468	130.16%
12/01/2042	1,795,000	4,006,544	4,006,544	5,209,586	1,203,042	130.03%
12/01/2043	1,890,000	4,005,063	4,005,063	5,209,586	1,204,523	130.08%
12/01/2044	2,070,000	4,083,475	4,083,475	5,313,861	1,230,386	130.13%
12/01/2045	2,185,000	4,087,213	4,087,213	5,313,861	1,226,648	130.01%
12/01/2046	2,380,000	4,164,769	4,164,769	5,420,221	1,255,452	130.14%
12/01/2047	2,510,000	4,166,844	4,166,844	5,420,221	1,253,377	130.08%
12/01/2048	2,730,000	4,251,931	4,251,931	5,528,708	1,276,777	130.03%
12/01/2049	2,875,000	4,250,194	4,250,194	5,528,708	1,278,515	130.08%
12/01/2050	3,115,000	4,335,663	4,335,663	5,639,366	1,303,703	130.07%
12/01/2051	3,280,000	4,333,231	4,333,231	5,639,366	1,306,134	130.14%
12/01/2052	3,545,000	4,421,931	4,421,931	5,752,236	1,330,305	130.08%
12/01/2053	3,735,000	4,421,388	4,421,388	5,752,236	1,330,849	130.10%
12/01/2054	9,035,000	9,520,631	9,520,631	5,867,364	(3,653,267)	61.63%
12/01/2055				5,874,364	5,874,364	
12/01/2056				5,991,794	5,991,794	
12/01/2057				5,991,794	5,991,794	
12/01/2058				6,111,573	6,111,573	
12/01/2059				6,111,573	6,111,573	
	54,785,000	120,026,791	120,026,791	177,624,206	57,597,416	

SOURCES AND USES OF FUNDS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**SUBORDINATE CASH FLOW BONDS, SERIES 2024B**

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FINAL PRICING

Dated Date	12/19/2024
Delivery Date	12/19/2024

Sources:

Bond Proceeds:	
Par Amount	9,308,000.00

	9,308,000.00
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Uses:

Project Fund Deposits:	
Project Fund	9,056,684.00

Underwriter's Discount:	
Underwriter's Discount	251,316.00

	9,308,000.00
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BOND PRICING

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**SUBORDINATE CASH FLOW BONDS, SERIES 2024B**

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FINAL PRICING

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond Due 2054:	12/15/2054	9,308,000	7.125%	7.125%	100.000
		9,308,000			

Dated Date	12/19/2024		
Delivery Date	12/19/2024		
First Coupon	12/15/2025		
Par Amount	9,308,000.00		
Original Issue Discount			
Production	9,308,000.00	100.000000%	
Underwriter's Discount	(251,316.00)	(2.700000%)	
Purchase Price	9,056,684.00	97.300000%	
Accrued Interest			
Net Proceeds	9,056,684.00		

CALL PROVISIONS

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
Elbert County, Colorado**

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**SUBORDINATE CASH FLOW BONDS, SERIES 2024B**

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FINAL PRICING

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

EXHIBIT B

to

BOND PURCHASE AGREEMENT

**FORM OF CERTIFICATE OF REPRESENTATIONS
AND INDEMNIFICATION AGREEMENT OF DEVELOPER**

**INDEPENDENCE METROPOLITAN DISTRICT NO. 3
(ELBERT COUNTY, COLORADO)**

\$54,785,000
Limited Tax
General Obligation and Special Revenue
Refunding and Improvement Senior Bonds
Series 2024A

\$9,308,000
Limited Tax
General Obligation and Special Revenue
Subordinate Bonds
Series 2024B

The undersigned is an authorized signatory of CB Independence Holding Company, LLC, a Delaware limited liability company (“Developer”). The Developer, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, makes the following representations and agreements (this “Agreement”) to and with Independence Metropolitan District No. 3 (the “Issuer”), Piper Sandler & Co. (the “Underwriter”), Greenberg Traurig, LLP (“Bond Counsel”) and Sherman & Howard L.L.C. (“Underwriter’s Counsel”). All capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Official Statement dated December 5, 2024, as may be supplemented, relating to the offer and sale of the above-captioned bonds (the “Official Statement”).

Representations

The Developer hereby certifies, in connection with the issuance by the Issuer of the above-captioned bonds (the “Bonds”) that, except as otherwise disclosed in the Preliminary Official Statement (defined below) and the Official Statement, as of the date hereof:

(a) The Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power to own its properties and conduct its business, has full legal right, power and authority to enter into, execute and deliver this Agreement and the Continuing Disclosure Agreement dated December 19, 2024, among the Issuer, UMB Bank, n.a., as dissemination agent, and the Developer (collectively, the “Developer Agreements”), and to consummate all transactions contemplated thereby. The Developer Agreements have been duly authorized, executed and delivered by the Developer and each is in full force and effect as of the date hereof.

(b) The Developer has reviewed the Preliminary Official Statement dated November 26, 2024, relating to the offer and sale of the Bonds (the “Preliminary Official Statement”), and the Official Statement.

(c) The Developer has reviewed the Market Study (as defined in the Official Statement) dated November 15, 2024, prepared by Zonda Advisory, Centennial, Colorado (“Zonda”), which report is attached to the Preliminary Official Statement and the Official Statement as Appendix B, and the Developer believes (but does not give any assurance or guaranty of any kind) that the assumptions contained within such report relating to assessment of the pricing and annual absorption for the development planned for the property within the boundaries of the District are reasonable in all material respects as of the date hereof. The Developer calls your attention to each of the potential “challenges” and “concerns” to the “project” denoted in the Market Study.

(d) The Developer has reviewed the Financial Forecast (as defined in the Official Statement) dated December 5, 2024, prepared by Causey Public Finance, LLC, Certified Public Accountants, Parker, Colorado, which report is attached to the Preliminary Official Statement and the Official Statement as Appendix C, and the Developer believes (but does not give any assurance or guaranty of any kind) that the assumptions contained within such report relating to assessment of the pricing and annual absorption for the development planned for the property within the boundaries of the District are reasonable in all material respects as of the date hereof. The Developer again calls your attention to each of the potential “challenges” and “concerns” to the “project” denoted in the Market Study.

(c) The Developer consents to the references to the Developer in the Preliminary Official Statement and the Official Statement. To the Developer’s knowledge, after due investigation, the information contained in the sections of the Preliminary Official Statement captioned “INTRODUCTION – The Development,” “RISK FACTORS,” and “THE DEVELOPMENT,” as well as the information in the remaining portions of the Official Statement that relates to the Developer (collectively, the “Covered Portions”), were, as of the date of the Preliminary Official Statement and as of the sale date of the Bonds, true and correct in all material respects, and such information did not as of its date, and does not on the date hereof, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. To the Developer’s knowledge, after due investigation, the Covered Portions, were also, as of the date of the Official Statement and as of the date hereof, true and correct in all material respects, and such information did not as of its date, and does not on the date hereof, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Since the date of the Official Statement, there has not been any material adverse change in the financial position or results of operation of the Developer or in its business or any material adverse change affecting its activities with regard to the Development as described in the Official Statement.

(d) The Developer has not received any written notice indicating that the Developer is in default, and to the Developer’s knowledge, no event has occurred that, with the passage of time or giving of notice or both, would constitute an event of default by the Developer under (i) any indenture, mortgage or note to which the Developer is a party or by which it is bound, or (ii) any other agreement or instrument to which the Developer is a party or by which it is bound, to the extent that such event of default or event or condition could reasonably have a material adverse effect on the Development; and, to the Developer’s knowledge, after due investigation,

the Developer is not in violation, and no event has occurred that, with the passage of time or giving of notice or both, would constitute a violation by the Developer of any provision of any existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Developer is subject, to the extent that such violation could reasonably have a material adverse effect on the Development.

(e) The Developer has the power and authority to consummate the transactions to which the Developer is or is to be a party as contemplated in the Official Statement, and such transactions do not and will not conflict with, or constitute on the part of the Developer a violation of, or a breach of or default under (which violation, breach or default has not been waived or consented to in writing), (i) the Developer's organizational documents, (ii) any indenture, mortgage, note or other agreement or instrument to which the Developer is a party or by which it is bound, or (iii) to the Developer's knowledge, after due investigation, any applicable existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Developer is subject.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, for which notice has been served on the Developer or, to the knowledge of the Developer, threatened against the Developer that challenges the powers of the Developer referred to in paragraph (e) above, or the validity of any proceeding taken by the Developer in connection with the consummation of the transactions and development activities to which the Developer is or is to be a party as contemplated under the Official Statement, wherein an unfavorable decision, ruling or finding could materially adversely affect the Developer or the Development.

(g) The Developer and the Development are in compliance in all material respects with all applicable existing laws, regulations, orders, building codes and restrictions and requirements of, and all permits and approvals from, and agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Developer and the Development, to the extent non-compliance would result in a material adverse effect upon the Developer or the Development, and with all restrictive covenants and other material title encumbrances encumbering the Development, including without limitation all applicable zoning, subdivision, environmental and other laws, ordinances, orders, permits, licenses, rules, regulations and approvals, to the extent non-compliance would have a material adverse effect on the Developer or the Development. The Developer has received no notices of violations of any of the foregoing that remain uncured. One or more of the Developer or a Taxing District has obtained or caused to be obtained, or the Developer expects one or more of the Developer or a Taxing District to obtain or cause to be obtained, all permits, licenses and approvals necessary to operate the Development in the ordinary course of business, in light of the requirements applicable to the construction and improvements comprising the Development.

(h) No bankruptcy proceedings, liquidation proceedings, dissolution proceedings, or claims of securities law violations are pending or, to the knowledge of the Developer, threatened against the Developer, and no such bankruptcy, liquidation, or dissolution proceedings have been commenced or are expected to be commenced by the Developer.

Indemnification

The Developer will indemnify and hold harmless (i) the Issuer, the District, their officials, employees and agents, (ii) the Underwriter, its officers, directors or employees, and each person, if any, who controls the Underwriter within the meaning of the federal securities laws; (iii) Bond Counsel; and (iv) Underwriter's Counsel (each of whom shall be an "Indemnified Party"), against any and all losses, claims, damages, expenses (including reasonable attorneys' fees) or liabilities (collectively, the "Liabilities"), asserted against an Indemnified Party to the extent such Liabilities arise out of or are based on an untrue statement of a material fact or an omission of a material fact necessary to make the statements in the Covered Portions, in light of the circumstances under which they were made, not misleading; provided, however, that this agreement to indemnify shall not apply to any portion of the Liabilities to the extent such portion is: (a) found by a final judgment in a court of competent jurisdiction to have resulted from the negligence or willful misconduct of an Indemnified Party; or (b) based upon the information in the section of the Preliminary Official Statement and Official Statement entitled "UNDERWRITING." The indemnity agreement contained in this paragraph shall survive the delivery of the Bonds and shall survive any investigation made by or on behalf of an Indemnified Party.

Any Indemnified Party shall notify the Developer in writing of the existence of any Liabilities to which this indemnification obligation would apply and shall give the Developer an opportunity to defend the same at the Developer's expense and with counsel reasonably satisfactory to the Indemnified Party, provided that each Indemnified Party shall at all times, at its expense, also have the right to fully participate in the defense. If there may be legal defenses available to the Indemnified Party that are different from or in addition to those available to the Developer, or if the Developer shall within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose reasonably satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, after prior written notice to the Developer, to undertake defense of such claim or other matter and to engage counsel therefor, all at the reasonable expense of the Developer, and, with the approval of the Developer, to compromise or settle the Liabilities on behalf of, for the account of, and at the risk of, the Developer.

In order to provide for just and equitable contribution in circumstances in which the indemnity provided for above is held to be unavailable, the Developer and the Indemnified Parties shall each contribute proportionately to the aggregate Liabilities to which the Developer and the Indemnified Parties may be subject, in accordance with the relative benefits received by each in connection with the issuance of the Bonds, and also the relative fault of each in connection with the statements, acts, or omissions which resulted in such Liabilities. Notwithstanding the foregoing, in no case shall the Underwriter be responsible for any amount in excess of the fees or underwriting discount paid by the Issuer to the Underwriter in connection with the issuance of the Bonds nor shall any other Indemnified Party be responsible for any amount in excess of the aggregate amount of fees paid to the Indemnified Party in connection with the issuance of the Bonds.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on December 19, 2024.

CB INDEPENDENCE HOLDING COMPANY,
LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C

to

BOND PURCHASE AGREEMENT

FORM OF ISSUE PRICE CERTIFICATE

**INDEPENDENCE METROPLITAN DISTRICT NO. 3
(ELBERT COUNTY, COLORADO)**

\$54,785,000
Limited Tax
General Obligation and Special Revenue
Refunding and Improvement Senior Bonds
Series 2024A

\$9,308,000
Limited Tax
General Obligation and Special Revenue
Subordinate Bonds
Series 2024B

The undersigned, on behalf of Piper Sandler & Co. (“Piper”), hereby certifies as set forth below in connection with the issuance on the date hereof by Independence Metropolitan District No. 3, in Elbert County, Colorado (the “District”), of its \$54,785,000 aggregate principal amount Limited Tax General Obligation and Special Revenue Refunding and Improvement Senior Bonds, Series 2024A (the “2024A Bonds”), and \$9,308,000 aggregate principal amount Limited Tax General Obligation and Special Revenue Subordinate Bonds, Series 2024B (the “2024B Bonds,” and together with the 2024A Bonds, the “Bonds”)

1. **Sale of the Bonds.** As of the Sale Date, for each Maturity of each series of the Bonds, the first price at which at least ten percent of such Maturity of such series of the Bonds was sold to the Public is the respective price listed in Schedule I hereto.

2. **Other Matters.** Representations as to reserve fund, yield and average maturity to be included here, as applicable, at time of closing.

3. **Defined Terms.**

(a) *“Maturity”* means Bonds of a series with the same credit and payment terms. Bonds of a series with different maturity dates, or Bonds of a series with the same maturity date but different stated interest rates, are treated as separate Maturities.

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

(c) *“Sale Date”* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 5, 2024.

(d) *“Underwriter”* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract

directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Issue Price Certificate are limited to factual matters only. Nothing in this Issue Price Certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied on by the District with respect to certain of the representations set forth in the Tax Compliance Certificate to which this Issue Price Certificate is attached and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

IN WITNESS WHEREOF, the undersigned, on behalf of Piper, has set his or her hand as of December 19, 2024.

PIPER SANDLER & CO.

By _____
Name _____
Title _____

**SCHEDULE I
TO ISSUE PRICE CERTIFICATE**

SALE PRICES

2024A SENIOR BONDS MATURITY SCHEDULE

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>10% sold</u>
2054 ^T	\$54,785,000	5.375%	100.000	X

^T Term Bond

2024B SUBORDINATE BONDS MATURITY SCHEDULE

<u>Maturity Date (December 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>10% sold</u>
2054 ^T	\$9,308,000	7.125%	100.000	X

^T Term Bond