
2024A SUPPLEMENTAL TRUST INDENTURE

by and between

Colorado Statewide Bridge and Tunnel Enterprise

and

Zions Bancorporation, National Association
as Trustee

Authorizing and Relating to

**Colorado Bridge and Tunnel Enterprise
Infrastructure Revenue Bonds
IRB Senior Series 2024A**

Dated as of April [], 2024

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THIS 2024A SUPPLEMENTAL TRUST INDENTURE (this “2024A Supplemental Indenture”) is dated as of April [], 2024, 2024 and is entered into by and between the **Colorado Statewide Bridge and Tunnel Enterprise** (the “Enterprise”) and **Zions Bancorporation, National Association**, as trustee (the “Trustee”). *Capitalized terms used herein have the meanings assigned to them in the Glossary attached as Appendix A to the Master Trust Indenture dated as of April [], 2024, 2024 by and between the Enterprise and the Trustee (the “Master Indenture”), as such Glossary may be amended, supplemented and restated from time-to-time.*

RECITALS

A. The Enterprise and the Trustee have entered into the Master Indenture authorizing the issuance of Bonds.

B. The Enterprise is authorized by FASTER and the Master Indenture to enter into this 2024A Supplemental Indenture and to issue the Colorado Bridge and Tunnel Enterprise Infrastructure Revenue Bonds authorized hereby.

C. This 2024A Supplemental Indenture is a Supplemental Indenture that is being entered into to authorize and to set forth certain terms of and other matters relating to the Colorado Bridge and Tunnel Enterprise Infrastructure Revenue Bonds, IRB Senior Series 2024A.

D. The Trustee is authorized under its articles of association, action of its board of directors and applicable law to enter into this 2024A Supplemental Indenture and to perform its obligations hereunder.

E. The Trustee has entered into this 2024A Supplemental Indenture for and on behalf of the Owners, and will, except as otherwise specifically provided in the Master Indenture and this 2024A Supplemental Indenture, hold its rights under the Master Indenture and this 2024A Supplemental Indenture, including its rights with respect to the IRB Trust Estate, for the equal and proportionate benefit of the Owners.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, and the representations and warranties, set forth herein, the Enterprise and the Trustee agree as follows:

ARTICLE I

SERIES 2024A BONDS

Section 1.01. Authorization, Purpose and Name. The Enterprise hereby authorizes the “Colorado Bridge and Tunnel Enterprise Infrastructure Revenue Bonds, IRB Senior Series 2024A” (the “Series 2024A Bonds”) for the purpose of financing the costs of certain Designated Bridge Projects in accordance with FASTER and the Supplemental Securities Act and paying the Costs of Issuance of the Series 2024A Bonds.

Section 1.02. Tier, Tax Treatment Designation, Purpose, Principal Amounts, Dated Dates, Maturity Dates and Interest.

- (a) The Series 2024A Bonds are IRB Senior Bonds.
- (b) The Series 2024A Bonds are Tax-Exempt Bonds.
- (c) The Series 2024A Bonds are New Money Bonds.
- (d) The aggregate principal amount of the Series 2024A Bonds is \$[_____].

(e) The Series 2024A Bonds issued on the date the Series 2024A Bonds are first issued shall be dated, and shall bear interest from, their dated date (April [___], 2024). Any Series 2024A Bond issued upon transfer and exchange of another Series 2024A Bond shall be dated as of its date of authentication and shall bear interest from the Interest Payment Date next preceding its date of authentication, unless the date of authentication is an Interest Payment Date in which case such Bond shall bear interest from such Interest Payment Date or unless the date of authentication precedes the first Interest Payment Date in which case such Bond shall bear interest from the dated date of the Series 2024A Bonds issued on the date the Series 2024A Bonds are first issued.

(f) Interest on the Series 2024A Bonds shall be calculated based on a 360-day year consisting of twelve 30-day months.

(g) The first Interest Payment Date for the Series 2024A Bonds is [December 1], 2024.

(h) The Series 2024A Bonds shall mature on [December 1] of the years and in the principal amounts, and shall bear interest at the per annum rates, set forth below:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Section 1.03. Prior Redemption.

(a) **Optional Redemption.** The Series 2024A Bonds maturing on and after [December 1] 20[___] are subject to redemption at the option of the Enterprise, in whole or in part and if in part in Authorized Denominations, in such maturities as the Enterprise may select and by lot within a maturity, on and after [December 1] 20[___], at a redemption price equal to the principal amount of the Series 2024A Bonds to be redeemed (with no premium), plus accrued interest to the redemption date.

(b) **Mandatory Sinking Fund Redemption.** The Series 2024A Bonds maturing on [December 1] 20[___] are subject to mandatory sinking fund redemption on [December 1] of the years and in the principal amounts set forth below at a redemption price equal to the principal amount thereof (with no premium), plus accrued interest to the redemption date. The Series 2024A Bonds maturing on such date shall be selected for redemption on each mandatory sinking fund redemption date by lot from all remaining Series 2024A Bonds maturing on such date.

Mandatory Sinking Fund Redemption Date ([December 1])	Principal Amount
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*

* Maturity date

At its option, to be exercised on or before the forty-fifth day next preceding each mandatory sinking fund redemption date, the Enterprise may (i) deliver to the Trustee for cancellation any Series 2024A Bond with the same maturity date as the Series 2024A Bonds subject to such mandatory sinking fund redemption and (ii) receive a credit in respect of its mandatory sinking fund redemption obligation for any Series 2024A Bonds with the same maturity date as the Series 2024A Bonds subject to such mandatory sinking fund redemption which, prior to such date, have been redeemed (otherwise than by mandatory sinking fund redemption) and cancelled and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Each Series 2024A Bond so delivered or previously redeemed shall be credited at the principal amount thereof to the mandatory sinking fund redemption obligation on the mandatory sinking fund redemption dates by lot, and the principal amount of Series 2024A Bonds to be redeemed as part of such mandatory sinking fund redemption on such dates shall be accordingly reduced.

Section 1.04. Form of Bonds. The Series 2024A Bonds shall be in substantially the form set forth in Appendix A attached hereto, with such changes thereto not inconsistent with the Indenture, as may be necessary or desirable and approved by the Enterprise. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this 2024A Supplemental Indenture and is incorporated herein as if set forth in full in the body hereof.

ARTICLE II

USE OF PROCEEDS

The proceeds of the Series 2024A Bonds shall be applied as follows: (a) \$[_____] shall be deposited into a separate subaccount of the Bond Proceeds Account designated the 2024A Costs of Issuance Subaccount, to be used to pay the Costs of Issuance with respect to the Series 2024A Bonds; and (b) the remainder of such proceeds shall be deposited into a separate subaccount of the Bond Proceeds Account designated the 2024A Bonds Bond Proceeds Subaccount.

ARTICLE III

FINDINGS, DETERMINATIONS, CERTIFICATIONS AND REPRESENTATIONS OF ISSUER

Section 3.01. Findings, Determinations and Certifications. The Enterprise hereby finds, determines and certifies that:

(a) This 2024A Supplemental Indenture contains all information required to be included in a Supplemental Indenture authorizing Bonds under the Master Indenture.

(b) This 2024A Supplemental Indenture is being executed and delivered pursuant to and in accordance with Section 8.01 of the Master Indenture for the purpose of authorizing the issuance of the Series 2024A Bonds in accordance with Article II of the Master Indenture, and will become effective when (i) it has been executed by the Enterprise and the Trustee and (ii) Bond Counsel has delivered a written opinion to the effect that it complies with the provisions of Article VIII of the Master Indenture.

(c) The Series 2024A Bonds will not be issued until Bond Counsel has delivered the opinion required by Section 2.02(e) of the Master Indenture.

(d) Except for actions to be taken pursuant to the terms hereof, all conditions to the execution and delivery of this 2024A Supplemental Indenture and the issuance of the Series 2024A Bonds have been satisfied.

(e) No Event of Default under the Master Indenture or 2010 Indenture Event of Default has occurred and is continuing.

Section 3.02. Representations. The Enterprise hereby represents that:

(a) The representations of the Enterprise in Section 5.01 of the Master Indenture are correct and are affirmed as of the date hereof.

(b) This 2024A Supplemental Indenture has been duly authorized, executed and delivered by the Enterprise.

(c) Assuming the enforceability of the Indenture against the Trustee, the Indenture is a valid and binding obligation of the Enterprise, enforceable against the Enterprise in accordance with their terms, limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) All governmental approvals required for the execution, delivery and performance by the Enterprise of its obligations under the Indenture have been obtained.

(e) The Indenture does not conflict with or create a breach or default under any contract or agreement to which the Enterprise is a party or is bound or with respect to or that affects the pledge of or use of the IRB Trust Estate in accordance with the Indenture.

(f) The Enterprise is in compliance with all federal laws and regulations, the State Constitution, FASTER and all other State laws relating to the Indenture and the IRB Revenues.

(g) The Enterprise has not, except as provided in the Master Indenture (including, without limitation, by reference to the 2010 Master Indenture) pledged, granted or created in any manner any lien or encumbrance on, or rights with respect to, the IRB Trust Estate.

(h) The execution, delivery and performance of its obligations under the Indenture by the Enterprise does not and will not conflict with or result in violation or a breach of any law or the terms, conditions or provisions of any restriction under any law, contract, agreement or instrument to which the Enterprise is now a party or by which the Enterprise is bound, or constitute a default under any of the foregoing.

(i) Other than the AFP Lawsuit, there is no litigation or proceeding pending, or to the knowledge of the Director threatened, against the Enterprise or any other Person affecting the right of the Enterprise to execute, deliver or perform its obligations under the Indenture.

ARTICLE IV

REPRESENTATIONS OF TRUSTEE

The Trustee represents that:

(a) The representations of the Trustee in Section 7.01(a) of the Master Indenture are correct and are affirmed as of the date hereof and apply to the Indenture.

(b) To the best of its knowledge, there is no Event of Default or event that with the passage of time without cure would constitute an Event of Default under the Master Indenture.

(c) The execution, delivery and performance of this 2024A Supplemental Indenture by the Trustee have been duly authorized by the Trustee.

(d) The Indenture is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of the powers delegated to it by the Constitution of the United States.

(e) The execution, delivery and performance of the terms of the Indenture by the Trustee does not and will not conflict with or result in a violation or a breach of any law or the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Master Indenture, result in the creation or imposition of a lien or encumbrance whatsoever upon the IRB Trust Estate or any of the property or assets of the Trustee.

(f) There is no litigation or proceeding pending or threatened against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under the Indenture.

(g) Except for actions to be taken pursuant to the terms hereof, all conditions the execution and delivery of this 2024A Supplemental Indenture and the authentication and deliver of the Series 2024A Bonds by the Trustee have been satisfied.

ARTICLE V

MISCELLANEOUS

Section 5.01. Provisions Relating to Credit Facility. [*To be inserted if applicable.*]

Section 5.02. Authorization by Enterprise. This 2024A Supplemental Indenture has been authorized by a resolution duly adopted by the Enterprise Board in accordance with FASTER, the Supplemental Securities Act and the Refunding Act.

Section 5.03. Interpretation and Construction. This 2024A Supplemental Indenture and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of the Indenture. For purposes of the 2024A Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this 2024A Supplemental Indenture to designated "Articles," "Sections," "subsections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other

subdivisions of this Supplemental Indenture. The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder” and other words of similar import refer to this 2024A Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

(b) The terms defined herein have the meanings assigned to them herein and include the plural as well as the singular.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities, subject to statutory exceptions and modifications, as in effect from time to time.

(d) The term “money” includes any cash, check, deposit, Permitted Investment or other form in which any of the foregoing are held hereunder.

(e) In the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and each of the words “to” and “until” means “to but excluding.”

Section 5.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this 2024A Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this 2024A Supplemental Master Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 5.05. Conflicts with Master Indenture. In the event of any conflict between any provision of this 2024A Supplemental Indenture and the Master Indenture, this 2024A Supplemental Indenture shall control.

Section 5.06. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this 2024A Supplemental Indenture.

Section 5.07. Execution in Counterparts. This 2024A Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

THE PARTIES HERETO HAVE EXECUTED THIS MASTER TRUST INDENTURE AS OF THE DATE FIRST SET FORTH ABOVE

* Person(s) signing hereby swear and affirm that they are authorized to act and acknowledge that the Enterprise is relying on their representations to that effect.

<p>STATE OF COLORADO Jared S. Polis. GOVERNOR COLORADO STATEWIDE BRIDGE AND TUNNEL ENTERPRISE</p> <p>By:</p> <p>_____ By Shoshana M. Lew, Director of the Colorado Statewide Bridge and Tunnel Enterprise</p>	<p>ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee</p> <p>By: Authorized Signatory, Zions Bank Division</p> <p>_____ Signature</p>
<p>LEGAL REVIEW ON BEHALF OF COLORADO BRIDGE AND TUNNEL ENTERPRISE Philip J. Weiser, Attorney General</p> <p>By: _____ Kathy Young, First Assistant Attorney General</p>	

[Signature page to 2024A Supplemental Trust Indenture]

APPENDIX A

FORM OF SERIES 2024A BOND

No. R-____ \$ _____

**COLORADO BRIDGE ENTERPRISE
SENIOR INFRASTRUCTURE REVENUE BOND
SERIES 2024A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Delivery Date</u>	<u>CUSIP</u>
_____%	[December 1], 20__	April __, 2024	19633S__

REGISTERED OWNER: **CEDE & CO.**
Tax Identification Number: 13-2555119

PRINCIPAL SUM: ** _____ DOLLARS**

The Colorado Statewide Bridge and Tunnel Enterprise (the “Enterprise”), a government-owned business within the Colorado Department of Transportation, for value received, hereby promises to pay to the order of the registered owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on [June 1] and [December 1] of each year, commencing [December 1], 2024 (each an “Interest Payment Date”). The principal and Redemption Price of this bond shall be paid to the Owner thereof as shown on the registration records of Zions Bancorporation, National Association, as trustee (the “Trustee”) upon maturity or prior redemption thereof and upon presentation and surrender at the means the designated office of the Trustee in [Denver, Colorado], or such other location as the Trustee may designate from time-to-time. Interest on this bond (other than interest paid as part of the Redemption Price of this bond) shall be paid by check or draft of the Trustee mailed, on or before each Interest Payment Date, to the Owner hereof at his address as it last appears on the registration records of the Trustee at the close of business on the fifteenth day of the calendar month preceding the Interest Payment Date. Alternative means of payment of interest may be used if mutually agreed to in writing between the Owner of this bond and the Trustee. Notwithstanding the foregoing, so long as Cede & Co. is the registered owner of this bond, the principal and Redemption Price of and interest on this bond shall be paid by wire transfer to Cede & Co. Any payment of principal, Redemption Price or interest that is due on a date that is not a Business Day (as defined in the Glossary mentioned below) shall be made on the next succeeding day that is a Business Day with the same effect as if made on the day on which it was originally scheduled to be made and no interest shall accrue for the period after such originally scheduled day for payment.

This bond is part of a series of bonds of the Enterprise designated as “Colorado Statewide Bridge and Tunnel Enterprise Senior Infrastructure Revenue Bonds, Series 2024A,” issued in the aggregate principal amount of \$ _____ (the “Series 2024A Bonds”), for the purpose of

financing the costs of certain Designated Bridge Projects in accordance with FASTER and the Supplemental Securities Act and paying the Costs of Issuance of the Series 2024A Bonds. The Bonds are issued pursuant to, under the authority of and in conformity with the Constitution and laws of the State of Colorado (the “State”), including the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009, title 43, article 4, part 8, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, title 11, article 57, part 2, Colorado Revised Statutes, as amended; and the Master Trust Indenture dated as of April [], 2024 (the “Master Indenture”) between the Enterprise and Trustee, as supplemented by the 2024A Supplemental Trust Indenture dated as of April [], 2024 (the “2024A Supplemental Indenture”), by and between the Enterprise and the Trustee (the Master Indenture, as amended and supplemented by the 2024A Supplemental Indenture, is referred to herein as the “Indenture”). *Capitalized terms used herein have the meanings assigned to them in the Glossary attached as Appendix A to the Master Indenture, as such Glossary may be amended, supplemented and restated from time-to-time.*

THE INDENTURE IS THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE BRIDGE ENTERPRISE. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE INDENTURE, WHICH SUPERSEDE ANY INCONSISTENT STATEMENT IN THIS BOND.

The Series 2024A Bonds are payable from the IRB Trust Estate on a parity (except as provided in the Indenture) with any additional IRB Senior Bonds issued in the future in accordance with the Indenture.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ENTERPRISE, PAYABLE SOLELY FROM AND SECURED SOLELY BY THE IRB TRUST ESTATE AND ARE NOT, AND SHALL NOT BE DEEMED OR CONSTRUED AS CREATING, A DEBT OR MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION OF THE COLORADO DEPARTMENT OF TRANSPORTATION OR THE STATE. REVENUES INCLUDED IN THE IRB TRUST ESTATE ARE SUBJECT TO CERTAIN PRIOR LIENS AS DESCRIBED IN THE INDENTURE.

[Redemption Provisions to be inserted.]

The Trustee shall keep, on behalf of the Bridge Enterprise, the records for the registration and transfer of the Series 2024A Bonds, and shall transfer the Series 2024A Bonds in authorized denominations of \$5,000 in principal amount and any integral multiple thereof as provided in the Indenture. The Trustee may require the payment, by the registered owner of any Series 2024A Bonds requesting exchange or transfer, of any reasonable charges as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such exchange or transfer. The Trustee shall not be required to transfer or exchange (i) all or any portion of any Series 2024A Bond during the period beginning at the opening of business 15 days before the day of the mailing by the Trustee of notice calling any the Series 2024A Bonds for prior redemption and ending at the close of business on the day of such mailing or (ii) all or any portion of a Series 2024A Bond after the mailing of notice calling such Series 2024A Bond or any portion thereof for prior redemption.

Additional Bonds that are payable from the IRB Trust Estate, including additional IRB Senior Bonds that are payable from the IRB Trust Estate on a parity with the Series 2024A Bonds, may be issued without the consent of the registered owners of the Series 2024A Bonds or any other Bonds as provided in the Indenture.

The Indenture may be amended or supplemented from time-to-time with or without the consent of the registered owners of the Series 2024A Bonds or any other Bonds as provided in the Indenture.

This certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that the issuance and delivery of this bond is duly authorized by the Constitution and laws of the State; that all acts and conditions required to be performed precedent to and in connection with the issuance and delivery of this bond pursuant to the Indenture have been performed in due time, form and manner as required by law; and that the issuance and delivery of this bond and of the other bonds of the issue of which this bond is a part does not exceed or violate any Constitutional or statutory limitation.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indentures unless and until the Certificate of Authentication hereon shall have been executed by Zions Bancorporation, National Association, as Trustee.

IN WITNESS WHEREOF, the Colorado Statewide Bridge and Tunnel Enterprise has caused this bond to be executed by the manual or facsimile signature of the Director of the Bridge Enterprise.

COLORADO BRIDGE ENTERPRISE

By: _____
Shoshana Lew
Director of the Colorado Statewide Bridge
and Tunnel Enterprise

CERTIFICATE OF AUTHENTICATION

This bond is one of the Colorado Statewide Bridge and Tunnel Enterprise Senior Infrastructure Revenue Bonds, Series 2024A, described in the within-mentioned Indenture.

Date of Authentication: _____

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Representative

ASSIGNMENT

(The Trustee may require the payment, by the Owner of any bond requesting transfer, of any reasonable charges, as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such transfer.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by a Member
of a Medallion Signature Program:

Address of transferee:

Social Security or other
tax identification number of transferee:
