

NOTICE OF PUBLIC SALE

\$[_____]*
**FORT COLLINS URBAN RENEWAL AUTHORITY
TAX INCREMENT REVENUE REFUNDING BONDS
(PROSPECT SOUTH)
SERIES 2019**

NOTICE IS HEREBY GIVEN that electronic bids will be received for the purchase of the bonds (the “Series 2019 Bonds”) described above by the Fort Collins Urban Renewal Authority (the “Authority”) under the Indenture (as defined below). All bids must be electronically submitted as described in **SUBMISSION OF PROPOSALS** below. As described herein, the date and time for submitting bids will be as follows:

Bid Date: _____, 2019
Bid Time: Between [11:00 a.m. and 11:30] a.m. prevailing Eastern Time
(Between [9:00 a.m. and 9:30 a.m.] prevailing Mountain Time),
subject to the two-minute rule as provided herein

Bids Submitted to: bondsale@ehlers-inc.com or electronically via **PARITY**

Financial Advisor: Ehlers Inc. (the “Financial Advisor”)
Deb Hinsvark
dhinsvark@ehlers-inc.com
Telephone: (303) 802-2304

Any capitalized terms used without definition have the meanings set forth in the Preliminary Official Statement relating to the Series 2019 Bonds dated _____, 2019 (the “Preliminary Official Statement”).

MATURITIES

The Series 2019 Bonds are to mature on _____ 1 in each of the designated amounts and years, as follows:

* Preliminary, subject to change as provided for in this Notice of Sale under **ADJUSTMENTS TO PRINCIPAL AMOUNTS** and **SALE RESERVATIONS**.

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>
(_____)		(_____)	
2020		2029	
2021		2030	
2022		2031	
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	

* Preliminary; subject to change as provided for in this Notice of Sale under

ADJUSTMENTS TO PRINCIPAL AMOUNTS: The aggregate principal amount and the principal amount of each maturity of the Series 2019 Bonds described above are subject to adjustment, after determination of the best bid, to the extent appropriate to generate proceeds consistent with the purpose for which the Series 2019 Bonds are being executed and delivered. Changes to be made will be communicated to the successful bidder at the time of award of the Series 2019 Bonds, and will not reduce or increase the amount of the Series 2019 Bonds maturing in any year by 15% from the amounts shown in the maturity schedule above or change the aggregate principal amount of the Series 2019 Bonds by more than 15%. If the principal amount is modified, the underwriting discount percentage (not the dollar amount of the underwriting discount) will be held constant according to the underwriting discount percentage imputed in the reoffering yields of the successful bidder. The successful bidder may not withdraw its bid as a result of any changes made within these limits. By submitting its bid, each bidder agrees to purchase the Series 2019 Bonds in such adjusted principal amounts and to modify the purchase price for the Series 2019 Bonds to reflect such adjusted principal amounts. The bidder further agrees that the interest rates for the various maturities as designated by the bidder in its bid will apply to any adjusted principal amounts of such maturities.

SALE RESERVATIONS: The following rights are reserved: (1) the right to amend this Notice of Sale at any time prior to the time for receipt of bids by publishing amendments on _____; (2) the right to reject any and all bids for the Series 2019 Bonds; (3) the right to reoffer the Series 2019 Bonds for public or negotiated sale; (4) the right to waive any irregularity or informality in any bid; and (5) the right to adjust the principal amount in each maturity or in aggregate, or reschedule the receipt of bids for the Series 2019 Bonds by giving notice thereof as promptly as reasonably possible by publishing amendments on the “Amendments Page” of the _____ website or such other oral or written communication as the Financial Advisor may select.

REDEMPTION PROVISIONS:

A. *Optional Redemption.* The Series 2019 Bonds maturing on and after _____ 1, 20____, are to be subject to optional redemption, in whole or part, in integral multiples of \$5,000 on _____ 1, 20____, and on any date thereafter, at a redemption price equal to 100% of the principal thereof, plus accrued interest to the applicable Optional Redemption Date as further described in the Preliminary Official Statement under “THE SERIES 2019 Bonds – Redemption Provisions – *Optional Redemption.*”

B. *Term Bonds and Mandatory Sinking Fund Redemption.* Any maturities of the Series 2019 Bonds may be combined, at the option of the bidders, into term bonds. Any single term bond is required to

bear a single interest rate and be subject to mandatory sinking fund redemption on the dates and in the amounts shown above under "MATURITIES."

INTEREST RATES AND LIMITATIONS:

1. Interest will be payable on _____ 1 and _____1 of each year, commencing on _____1, 201__, and will be computed on the basis of a 360-day year of twelve 30-day months.
2. The Series 2019 Bonds will be dated their date of delivery, which is expected to be December __, 2019 (the "Closing Date").
3. There is no limit on the number of rates specified, except that one interest rate only may be specified for the Series 2019 Bonds of any maturity.
4. The interest rate for the Series 2019 Bonds must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest is not permitted for the Series 2019 Bonds.
5. The maximum differential between the lowest and the highest interest rates stated in the bid may not exceed [300] basis points (*e.g.*, if the lowest rate is [2.00]%, the highest rate may not exceed [5.00]%).
6. The net effective interest rate on the Series 2019 Bonds shall not exceed ____%. For the purposes of this calculation, the following definitions apply:

"Net effective interest rate" of a proposed issue of bonds means the net interest cost of the issue divided by the sum of the products derived by multiplying the principal amount of such issue maturing on each maturity date by the number of years from the date of said proposed bonds to their respective maturities. In all cases the net effective interest rate shall be computed without regard to any option of redemption prior to the designated maturity dates of the bonds, but shall take into account mandatory sinking fund redemptions.

"Net interest cost" of a proposed issue of bonds means the total amount of interest to accrue on said bonds from their date to their respective maturities or mandatory prior redemption dates, plus the amount of any discount below par, or less the amount of any premium above par at which said bonds are being or have been sold. In all cases the net interest cost shall be computed without regard to any option of redemption prior to the designated maturity dates of the bonds.

PURCHASE PRICE: The purchase price bid for the Series 2019 Bonds shall not be less than 100% of the par amount of the Series 2019 Bonds.

PURPOSE OF SALE: The Authority expects to use a portion of the net proceeds of the Series 2019 Bonds to prepay two outstanding loans ("Loans") it has with the City of Fort Collins, Colorado (the "City") with respect to the Prospect South tax increment area (the "TIF Area") within the Midtown Urban Renewal Plan Area.

INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT: Reference is made to the Preliminary Official Statement dated _____, 2019 (the "Preliminary Official Statement") for information as to the authorization and purpose of the Bonds; security for the Bonds; the book-entry system, transfer, exchange and place of payment of the Series 2019 Bonds; the exclusion of the interest on the Series 2019 Bonds from federal and State of Colorado income taxation; and other information relating to the Series 2019 Bonds, the Authority and the TIF Area.

AUTHORIZATION: The Series 2019 Bonds are issued pursuant to Resolution No. _____ (the “Bond Resolution”) adopted by the Board of Commissioners (“Board”) of the Authority on _____, 2019 and an Indenture of Trust (the “Indenture”) by and between the Authority and U.S. Bank National Association, as trustee, for the purpose of (a) prepaying the Loans in full; and (b) paying the costs of issuance of the Series 2019 Bonds. See also TIME OF AWARD below.

SECURITY: The Series 2019 Bonds are special and limited obligations of the Authority, payable as to principal and interest solely from and secured by a first lien (but not an exclusive first lien) upon certain property tax increment revenues generated within the TIF Area. There is a debt service reserve fund (the “Reserve Fund”) with respect to the Series 2019 Bonds and an agreement from the City to replenish any draws made on such Reserve Fund, subject to annual appropriation by the City. The Series 2019 Bonds are not general obligations of the Authority or the City.

Additional Bonds. The Bond Resolution and Indenture permit the issuance of Additional Bonds as described in the Preliminary Official Statement under [“SECURITY FOR THE BONDS – Additional Bonds.”]

PROVISIONS OF THE SERIES 2019 BONDS:

Generally. The Series 2019 Bonds in the aggregate principal amount of \$_____ * are to be dated their date of delivery, and are to be in fully registered form in denominations of \$5,000 or integral multiples thereof. The Series 2019 Bonds, when executed and delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, to which payment of principal and interest will be made in book entry form only. Purchasers of the Series 2019 Bonds will not receive physical delivery of bonds.

Ratings. Moody’s Investors Service, Inc. has assigned a rating of “_____” to the Series 2019 Bonds.

SUBMISSION OF PROPOSALS: Prior to the time established above for the opening of proposals, interested parties may submit a proposal as follows:

1. Electronically to bondsale@ehlers-inc.com; or
2. Electronically via **PARITY** in accordance with this Terms of Proposal until _____ .M Mountain Time, but no proposal will be received after the time for receiving proposals specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Terms of Proposal, the terms of this Terms of Proposal shall control. For further information above **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Proposals must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of proposals. Each proposal must be unconditional except as to legality. Neither the Authority nor Ehlers shall be responsible for any failure to receive a facsimile submission.

The Financial Advisor is not allowed to bid on the Series 2019 Bonds.

* Preliminary, subject to change as provided for in this Notice of Sale under ADJUSTMENTS TO PRINCIPAL AMOUNTS and SALE RESERVATIONS. The right to increase or decrease this aggregate principal amount and related principal amounts maturing in each year is reserved. The final aggregate principal amount and related principal amounts maturing in each year may be published on the Amendments Page of the MuniAuction website. See also ADJUSTMENTS TO PRINCIPAL AMOUNTS and SALE RESERVATIONS.

BASIS OF AWARD: Subject to the sale reservations and limitations set forth herein, the Series 2019 Bonds will be sold to the responsible bidder or bidders making the best bid or bids therefor. The best bid(s) will be determined by computing the actuarial yield on the Series 2019 Bonds (*i.e.*, using an actuarial or true interest cost method) for each bid received. “True interest cost” on the Series 2019 Bonds as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Series 2019 Bonds of all payments of principal and interest to be made on the Series 2019 Bonds from the estimated delivery date to their respective maturity dates using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Series 2019 Bonds, plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, *i.e.*, to the bidder making the bid resulting in the lowest true interest cost on the Series 2019 Bonds. If two or more equal bids for the Series 2019 Bonds are received and such equal bids are the best bids received, the Authority will determine which bid will be accepted.

TIME OF AWARD: Bids will be received at the time hereinabove specified. The Board has authorized certain designated officers, on behalf of the Authority, to accept the best responsible bid for the purchase of the Series 2019 Bonds, and to accept such bid, for and in the name of the Authority, by notice to the winning bidder. The Authority will award the Series 2019 Bonds or reject all bids not later than twenty-four (24) hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder. See also AUTHORIZATION above.

SUCCESSFUL BIDDERS REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE: At or before [12:00 noon], Mountain time, on the day of sale, the successful bidder for the Series 2019 Bonds must provide to the Authority’s Financial Advisor, by electronic transmission or by other means acceptable to the Financial Advisor, the initial prices and yields to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at which ten percent of each maturity of the Series 2019 Bonds was sold, in an aggregate dollar amount. The successful bidder for the Series 2019 Bonds must also certify to the Authority in writing prior to delivery of the Series 2019 Bonds that the Series 2019 Bonds were sold as fixed interest rate Bonds as described in the Final Official Statement. The successful bidder will be required to agree to the terms for establishing the issue prices of the Bonds, as set forth on Appendix A hereto which is incorporated in this Notice of Sale by reference.

GOOD FAITH DEPOSIT: A good faith deposit in the amount of \$_____ will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the Authority no later than [2:00 p.m. Eastern Time (12:00 p.m. Mountain Time) on _____, _____, 2019.] The Financial Advisor will contact the apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the federal wire reference number of such good faith deposit to the Authority by [2:00 p.m. Eastern Time (12:00 p.m. Mountain Time)] on _____, _____, 2019. Wire instructions for the delivery of the Good Faith Deposit will be provided to the apparent winning bidder after the bids have been received.

The Series 2019 Bonds will not be officially awarded to a bidder until such time as the bidder has provided a federal wire reference number for the good faith deposit to the Authority.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Series 2019 Bonds will be applied to the purchase price of the Series 2019 Bonds. In the event the winning bidder for the Series 2019 Bonds fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the Authority. Any investment income earned on the good faith deposit will not be credited to the winning bidder on the purchase price of the Series 2019 Bonds.

MANNER AND TIME OF DELIVERY: The good faith deposit of the successful bidder will be applied to the purchase price of the Series 2019 Bonds. It is anticipated that the Series 2019 Bonds will be delivered to the successful bidder without expense through the facilities of DTC in New York, New York, on _____, 2019, or as soon as practicable thereafter, and thereupon such successful bidder shall be required to accept delivery of the Series 2019 Bonds, purchase and pay, in federal funds, the balance of the purchase price due.

The successful bidder will be required to make payment of the balance due for the Series 2019 Bonds at a bank or trust company designated by the _____ of the Authority. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the Authority for immediate and unconditional credit to the Authority. The Series 2019 Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the Authority of receipt of the balance of the purchase price.

If the successful bidder fails or neglects to complete the purchase of the Series 2019 Bonds when the Series 2019 Bonds are tendered for delivery, the amount of the good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid), except as hereinafter provided. In that event the Series 2019 Bonds may be reoffered for public or negotiated sale. The successful bidder will not be required to accept delivery of the Series 2019 Bonds if they are not tendered for delivery within 60 days from the Bid Date. If the Series 2019 Bonds are not so tendered within said period of time, the good faith deposit will be returned to the successful bidder upon request.

PURCHASER'S CERTIFICATE: The apparent winning bidder will be required to execute and deliver a certificate on the Closing Date in the applicable form attached hereto as Appendix B (the "Purchaser's Certificate"). SUBMISSION OF A BID TO PURCHASE THE SERIES 2019 BONDS CONSTITUTES A COVENANT TO DELIVER THE PURCHASER'S CERTIFICATE WITHOUT CHANGES UNLESS BOND COUNSEL (DEFINED BELOW) HAS APPROVED SUCH CHANGES PRIOR TO THE SALE DATE OF _____, 2019. If on or prior to the Bid Date the apparent winning bidder does not indicate its willingness to execute the Purchaser's Certificate, the Authority will award the bid to the responsible bidder making the next best bid therefor who agrees to execute and deliver the Purchaser's Certificate.

CUSIP NUMBERS: CUSIP numbers will be ordered by the Financial Advisor and will be paid for as a cost of execution and delivery of the Series 2019 Bonds. CUSIP numbers will be printed on the Series 2019 Bonds. If a wrong number is imprinted on any Series 2019 Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Series 2019 Bond.

OFFICIAL STATEMENT: The Preliminary Official Statement is "deemed final" by the _____ of the Authority. Within seven business days after the award of the Series 2019 Bonds to the successful bidder, a maximum of 50 copies of the final Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions, will be delivered to the successful bidder without charge. If the successful bidder requires additional copies of the final Official Statement, it must notify the Financial Advisor and agree to pay the cost of such additional copies within five business days of the award of the Series 2019 Bonds. In addition to the information required to be included in its bid, the successful bidder must (1) provide to the Financial Advisor, all information relating to offering prices, selling compensation and the identity of the underwriters necessary to complete the final Official Statement within 24 hours after the award of the Series 2019 Bonds and (2) provide to the Financial Advisor a list of the underwriters involved in the transaction together with a list of the participating dealers (if different) and the percentage of participation of each within 30 days after the delivery of the proceeds from the sale of the Series 2019 Bonds.

No dealer, salesman, or other person has been authorized to give any information or to make any representation with respect to the Series 2019 Bonds which is not contained in the Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Financial Advisor or the Authority. The information in the Official Statement is subject to change and neither the delivery of the Official Statement nor any sale made after any such delivery is to, under any circumstances, create any implication that there has been no change since the date of the Official Statement. The Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, and there may not be any sale of any of the Series 2019 Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

CONTINUING DISCLOSURE: In connection with the execution and delivery of the Series 2019 Bonds the Authority will execute a Continuing Disclosure Undertaking, in the form as set forth in Appendix D to the Preliminary Official Statement.

LEGAL OPINION; TRANSCRIPT: The Series 2019 Bonds are offered when, as and if executed and delivered by the Authority subject to approval of legality and other matters by Greenberg Traurig, LLP, Denver, Colorado, as bond counsel (“Bond Counsel”), and to certain other conditions. The proposed form of opinion of Bond Counsel is set forth as Appendix E to the Preliminary Official Statement.

The successful bidder will receive without charge, with the Series 2019 Bonds in a form acceptable to DTC (1) the originally signed opinion of Bond Counsel, (2) the final Official Statement referred to above, and (3) a transcript of legal proceedings. The transcript of legal proceedings will also include, among other documents:

A. A certificate executed by officials of the Authority, stating that to the best of their knowledge there is no litigation pending affecting the validity of the Series 2019 Bonds as of the date of its delivery;

B. A certificate executed by the _____ of the Authority acting in her or his official capacity, to the effect that, to the best of her or his knowledge, the facts contained in the final Official Statement are true and correct in all material respects and the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Official Statement, in the light of the circumstances under which they were made, not misleading; and

C. A letter from Greenberg Traurig, LLP, Denver, Colorado, to the effect that such counsel to the Authority have not independently verified the information contained in the final Official Statement, but that during the course of the participation by the firm in the preparation of the final Official Statement no information came to the attention of the firm to lead it to believe that the final Official Statement (except the financial statements and other statistical and financial data contained in the final Official Statement, as to which the firm will make no statement) as of its date either contained an untrue statement of any material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

GOVERNING LAW AND VENUE: This Notice of Public Sale and the contract formed when the Authority accepts the winning bid is governed by the laws of the State of Colorado. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in the Authority and County of Denver or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Public Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and

determined by such court. Each bidder further agrees that service of process in any such action commenced in such State or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

ADDITIONAL INFORMATION: This Notice of Sale, the Preliminary Official Statement and other information concerning the Series 2019 Bonds may be obtained from the Authority: Josh Birks _____ Ft. Collins, Colorado, phone (____) _____, jbirkesefagov.com, or the Financial Advisor: Deb Hinsvark, Ehlers Inc., 4700 S. Syracuse St., Suite 860, Denver, Colorado 80237, phone (303) 802-2304, dhinsvark@ehlers-inc.com. All bidders are directed to review REGISTRATION AND ADMISSION TO BID in this Notice of Sale.

The Preliminary Official Statement may be viewed over the Internet at munidoc.com.

The date of this Notice of Sale is _____, 2019.

RETAIN ONLY ONE VERSION OF APPENDIX A

**APPENDIX A
ESTABLISHING THE ISSUE PRICE**

(10% TEST TO APPLY IF COMPETITIVE SALE REQUIREMENTS NOT SATISFIED)

The winning bidder shall assist the Authority in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Authority on the Closing Date prior to the closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2019 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached to this Notice of Sale as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Authority and Bond Counsel. All actions to be taken by the Authority under this Notice of Sale to establish the issue price of the Series 2019 Bonds may be taken on behalf of the Authority by the Financial Advisor identified in this Notice of Sale and any notice or report to be provided to the Authority may be provided to the Financial Advisor.

(a) The Authority intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for the purpose of establishing the issue price of the Series 2019 Bonds) will apply to the initial sale of the Series 2019 Bonds (the “competitive sale requirements”) because:

- (1) the Authority will disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders are to have an equal opportunity to bid;
- (3) the Authority may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Authority anticipates awarding the sale of the Series 2019 Bonds to the bidder who submits a firm offer to purchase the Series 2019 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2019 Bonds, as specified in the bid.

(b) In the event that the competitive sale requirements are not satisfied, the Authority will so advise the winning bidder. The Authority will treat the first price at which 10% of a maturity of the Series 2019 Bonds (the “10% test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Authority if any maturity of the Series 2019 Bonds satisfies the 10% test as of the date and time of the award of the Series 2019 Bonds. The Authority will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Series 2019 Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2019 Bonds will be subject to the 10% test in order to establish the issue price of the Series 2019 Bonds.

(c) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2019 Bonds, the winning bidder agrees to promptly report to the

Authority the prices at which the unsold Series 2019 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or until all Series 2019 Bonds of that maturity have been sold.

(d) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, 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 report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(e) Sales of any Series 2019 Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (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 Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 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 Series 2019 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 Series 2019 Bonds to the public);
- (iii) a purchaser of any of the Series 2019 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 that the Series 2019 Bonds are awarded by the Authority to the winning bidder.

RETAIN ONLY ONE VERSION OF APPENDIX A

**APPENDIX A
ESTABLISHING THE ISSUE PRICE**

**(HOLD-THE-OFFERING-PRICE RULE MAY APPLY IF COMPETITIVE SALE
REQUIREMENTS NOT SATISFIED)**

(a) The winning bidder shall assist the Authority in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Authority on the Closing Date prior to the closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2019 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached to this Notice of Sale as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Authority and Bond Counsel. All actions to be taken by the Authority under this Notice of Sale to establish the issue price of the Series 2019 Bonds may be taken on behalf of the Authority by the Financial Advisor identified in this Notice of Sale and any notice or report to be provided to the Authority may be provided to the Financial Advisor.

(b) The Authority intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Series 2019 Bonds) will apply to the initial sale of the Series 2019 Bonds (the “competitive sale requirements”) because:

- (1) the Authority will disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders are to have an equal opportunity to bid;
- (3) the Authority may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Authority anticipates awarding the sale of the Series 2019 Bonds to the bidder who submits a firm offer to purchase the Series 2019 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2019 Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the Authority shall so advise the winning bidder. The Authority may determine to treat (i) the first price at which 10% of a maturity of the Series 2019 Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2019 Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Authority if any maturity of the Series 2019 Bonds satisfies the 10% test as of the date and time of the award of the Series 2019 Bonds. The Authority shall promptly advise the winning bidder, at or before the time of award of the Series 2019 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2019 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. The Authority currently anticipates that it will require bidders to comply with the hold-the-offering-price rule with regard to all maturities of the Series 2019 Bonds for which the 10% test is not

satisfied as of the sale date. Bids will not be subject to cancellation in the event that the Authority determines to apply the hold-the-offering-price rule to any maturity of the Series 2019 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2019 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2019 Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2019 Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2019 Bonds, that the underwriters will neither offer nor sell unsold Series 2019 Bonds of any maturity to which the hold-the-offering-price rule shall apply 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:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Authority when the underwriters have sold 10% of that maturity of the Series 2019 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.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2019 Bonds, the winning bidder agrees to promptly report to the Authority the prices at which the unsold Series 2019 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or until all Series 2019 Bonds of that maturity have been sold.

(f) The Authority acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019 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, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2019 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, as set forth in the retail distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or 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 Series 2019 Bonds.

(g) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, 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 Series 2019 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or

all Series 2019 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 winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 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 winning bidder or such underwriter and as set forth in the related pricing wires.

(h) Sales of any Series 2019 Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (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 Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 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 Series 2019 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 Series 2019 Bonds to the public),
- (iii) a purchaser of any of the Series 2019 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 that the Series 2019 Bonds are awarded by the Authority to the winning bidder.

**APPENDIX B
FORM OF PURCHASER'S CERTIFICATE**

ISSUE PRICE CERTIFICATE

**(FOR USE WHEN COMPETITIVE SALE
REQUIREMENTS ARE SATISFIED)**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale by the Fort Collins Urban Renewal Authority (the “Authority”) of its Tax Increment Revenue Refunding Bonds, Series 2019, in the aggregate principal amount of \$[_____] (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of [THE SALE DATE], the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule I (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule II is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) “*Maturity*” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds 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 the purpose of this Issue Price Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Authority (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 [SHORT NAME OF UNDERWRITER]’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 Authority with respect to certain of the representations set forth in the

Tax Compliance Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, Denver, Colorado, as bond counsel (“Bond Counsel”), in connection with rendering their 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 Bond Counsel may give to the Authority from time to time relating to the Bonds.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By _____
Name _____
Title _____

[ATTACH SCHEDULES I AND II WHEN EXECUTED AND DELIVERED]

ISSUE PRICE CERTIFICATE

(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS NOT SATISFIED, TO BE ADJUSTED BY BOND COUNSEL BY CLOSING DATE AS APPLICABLE)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale by the Fort Collins Urban Renewal Authority (the “Authority”), of its Tax Increment Revenue Refunding Bonds, Series 2019, in the aggregate principal amount of \$[_____] (the “Bonds”).

1. *[If all maturities satisfy the 10% test on the sale date:] Sale of the Bonds.* As of the date of this Issue Price Certificate, for each Maturity of the Bonds, the first price at which at least ten percent of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I hereto. *[If only some of the maturities satisfy the 10% test on the sale date:] Sale of the General Rule Maturities.* As of the date of this Issue Price Certificate, for each Maturity of the General Rule Maturities, the first price at which at least ten percent of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule I hereto.

2. *[If only some of the maturities satisfy the 10% test on the sale date:] Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].*

(a) *[If all maturities use hold-the-offering-price rule:]* [SHORT NAME OF UNDERWRITER] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule I hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached as Schedule II hereto. *[If select maturities use hold-the-offering-price rule:]* [SHORT NAME OF UNDERWRITER] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached as Schedule II hereto.

(b) *[If all maturities use hold-the-offering-price rule:]* As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. *[If select maturities use hold-the-offering-price rule:]* As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement will contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement will contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

[(a) “*General Rule Maturities*” means those Maturities of the Bonds listed in Schedule I hereto as the “General Rule Maturities.”]

[(b) “*Hold-the-Offering-Price Maturities*” means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) “*Holding Period*” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2019), or (ii) the date on which [SHORT NAME OF UNDERWRITER] sold at least ten percent of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

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

(e) “*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.

[(f) “*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 _____, 2019.]

(g) “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Authority (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 [SHORT NAME OF UNDERWRITER]’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 Authority with respect to certain of the representations set forth in the Tax Compliance Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, Denver, Colorado, as bond counsel (“Bond Counsel”), in connection with rendering their 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 Bond Counsel may give to the Authority from time to time relating to the Bonds.

IN WITNESS WHEREOF, the undersigned, on behalf of [SHORT NAME OF UNDERWRITER], has set his or her hand as of the date first written above.

[UNDERWRITER]

By _____
Name _____
Title _____

[ATTACH SCHEDULES I AND II WHEN EXECUTED AND DELIVERED]