

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

SECOND SUPPLEMENTAL TRUST INDENTURE

Between the

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee

Relating to the reissuance of the following

Certificate of Participation
evidencing undivided interests in the right to receive
certain revenues payable by
the City of Pueblo, Colorado
under a Lease Purchase Agreement dated as of November 12, 2014

Dated as of the ____ day of _____, 2022

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APPENDIX A DESCRIPTION OF THE SITE LEASED PROPERTY

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this “Second Supplemental Indenture”) is dated as of the ____ day of _____, 2022 and is entered into by and between the **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION** (the “Corporation”), a Colorado nonprofit corporation duly organized and validly existing under the laws of the State of Colorado (the “State”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States, as trustee (the “Trustee”).

RECITALS

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the “Original Indenture”), between the Corporation and the Trustee, and a Continuing Covenant Agreement dated as of November 12, 2014 (the “Agreement”), by and among the City of Pueblo, Colorado (the “City”), the Corporation and the Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of \$4,200,000 (the “Series 2014 Certificate”), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of \$1,362,802.78 and bears interest at a rate of 1.25% per annum; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Original Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Corporation and the Trustee have previously entered into that First Supplemental Indenture dated as of September 9, 2021 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) for the purpose of amending the terms of the outstanding Series 2014 Certificate to effect a reduction in its interest rate; and

WHEREAS, the City has requested that the Corporation and the Trustee further amend and supplement the Original Indenture in order to provide for the release from the Leased Property of the property described as Parcel B in Appendix B to the Original Indenture; and

WHEREAS, the Trustee has notified the Owner of this Second Supplemental Indenture in accordance with the provisions of Section 9.02 of the Original Indenture, and the Owner has acknowledged, consented to, and approved the execution of this Second Supplemental Indenture; and

WHEREAS, terms used but not defined herein shall have the meanings given to them in the Original Indenture;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

AUTHORITY AND PURPOSE

This Second Supplemental Indenture is executed and entered into under authority of and in accordance with Section 9.02(a) of the Original Indenture.

ARTICLE II

AMENDMENT OF APPENDIX B

The description of the Site Leased Property contained in Appendix B to the Original Indenture is hereby amended and restated to read as set forth in Appendix A hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01. Incorporation By Reference. The Corporation and the Trustee agree that the amendments contained in this Second Supplemental Indenture shall be incorporated by this reference thereto into the Indenture, which Indenture as so amended and supplemented shall produce a conformed amended and restated Indenture which shall serve as the sole operative Indenture in connection with the Series 2014 Certificates.

Section 3.02. Effective Date. This Second Supplemental Indenture shall be effective from and after the ____ day of _____, 2022.

Section 3.03. Original Indenture in Full Force and Effect. All other terms and conditions of the Original Indenture not specifically amended by the First Supplemental Indenture and this Second Supplemental Indenture shall remain in full force and effect and are hereby ratified and confirmed by the Corporation, the Trustee and the Owner.

Section 3.04. Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05. 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 Second Supplemental Indenture.

Section 3.06. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Second Supplemental Indenture.

Section 3.07. Execution in Counterparts. This Second 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.

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IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Second Supplemental Indenture as of the date first above written.

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

[Signature Page to Second Supplemental Indenture]

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as President of City Of Pueblo, Colorado Municipal Building Corporation.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as authorized signatory of Wells Fargo Bank, National Association, a national banking association.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

Notary

My commission expires:

APPENDIX A

DESCRIPTION OF THE SITE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to Second Supplemental Indenture]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.