

**RESOLUTION NO. 2017-09-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
DENVER CONNECTION WEST METROPOLITAN DISTRICT REGARDING  
CONTINUING DISCLOSURE POLICIES AND PROCEDURES**

A. The Denver Connection West Metropolitan District, City and County of Denver, Colorado (the “**District**”) has entered into the continuing disclosure agreement set forth in **Exhibit A** attached hereto (referred to collectively herein, whether one or more than one, the “**Continuing Disclosure Agreement**”).

B. The Board of Directors of the District (the “**Board**”) desires to adopt policies and procedures in an effort to ensure compliance by the District with its obligations set forth in the Continuing Disclosure Agreement (the “**Continuing Disclosure Policy**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER CONNECTION WEST METROPOLITAN DISTRICT, CITY AND COUNTY OF DENVER, COLORADO:

1. The Continuing Disclosure Policy, as hereby approved, adopted and made a part of the public records of the District, shall be to impose the procedures set forth in **Exhibit B** attached hereto (the “**Compliance Procedures**”).

2. The Board hereby delegates the tasks and responsibilities set forth in the Compliance Procedures to the responsible parties as set forth therein.

3. The Continuing Disclosure Policy is intended to supplement any previous post-issuance compliance procedures that may have been adopted by the District and any procedures evidenced in writing by any Official Statement or continuing disclosure agreement heretofore or hereafter issued, entered into or executed and delivered by the District or on its behalf.

4. The Board may revise the Continuing Disclosure Policy from time to time as the Board deems necessary or desirable to comply with federal and state securities laws or otherwise as the Board may determine in its sole discretion.

5. Prior to the engagement of the responsible parties listed in the Compliance Procedure, and other consultants as may applicable with respect to the Continuing Disclosure Agreement, such responsible parties and consultants shall be required to review and comply with the Continuing Disclosure Policy, including, without limitation, the responsibilities set forth in the Compliance Procedures.

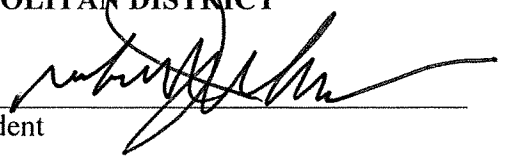
6. Within thirty (30) days, or earlier if necessary, of entering into any new continuing disclosure agreement and/or with respect to any changes or modifications to the Continuing Disclosure Agreement, the responsible parties and consultants shall meet with bond counsel and disclosure counsel to review the continuing disclosure compliance requirements and develop a process for compliance with respect to such new and/or changed continuing disclosure agreement.

RESOLUTION APPROVED AND ADOPTED on September 26, 2017.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_

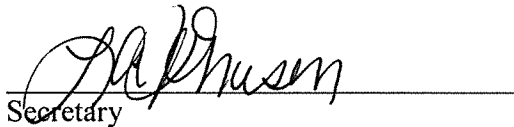
President

A handwritten signature in black ink, appearing to be "Robert J. Smith", written over a horizontal line.

Attest:

By: \_\_\_\_\_

Secretary

A handwritten signature in black ink, appearing to be "J. Phusen", written over a horizontal line.

## **EXHIBIT A**

### **Continuing Disclosure Agreement**

## CONTINUING DISCLOSURE AGREEMENT

\$9,690,000  
DENVER CONNECTION WEST  
METROPOLITAN DISTRICT  
CITY AND COUNTY OF DENVER, COLORADO  
LIMITED TAX (CONVERTIBLE TO UNLIMITED  
TAX)  
GENERAL OBLIGATION BONDS  
SERIES 2017A

\$2,539,000  
DENVER CONNECTION WEST  
METROPOLITAN DISTRICT  
CITY AND COUNTY OF DENVER, COLORADO  
SUBORDINATE LIMITED TAX  
GENERAL OBLIGATION BONDS  
SERIES 2017B

This Continuing Disclosure Agreement (this "Agreement") is entered into as of August 23, 2017, by and among Denver Connection West Metropolitan District, City and County of Denver, Colorado (the "District"), William Lyon Homes, Inc., a California corporation (the "Developer") and UMB Bank, n.a. Denver, Colorado, as trustee (the "Trustee") under the Indenture (defined below) relating to the above captioned bonds (the "Bonds").

**Section 1. Purpose.** This Agreement is being executed and delivered by the parties hereto for the benefit of the holders of the Bonds and in consideration for the purchase by D.A. Davidson & Co. (the "Underwriter") of the Bonds pursuant to the terms of a Bond Purchase Agreement between the Underwriter and the District dated as of August 16, 2017.

**Section 2. Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings set forth in the applicable Indenture (defined below) and the Limited Offering Memorandum (defined below). The capitalized terms set forth below shall have the following respective meanings for purposes of this Agreement:

*"Annual Report Date Conversion"* means the due date of the Quarterly Report which occurs after the earliest of the following: (a) the date upon which the certificate of occupancy for the 660th residential unit within the District has been issued by the City and County of Denver (such number constituting approximately 95% of the total planned 694 residential units); or (b) the date upon which the Debt to Assessed Ratio (as defined in the Senior Indenture) is equal to or less than fifty percent (50%).

*"Audited Financial Statements"* means the District's most recent annual financial statements, prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB"), which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Colorado.

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

*"Bond Resolution"* means the resolution authorizing the issuance of the Bonds adopted by the Board of Directors of the District on August 9, 2017.

“*Indentures*” means, together, the Trust Indenture (Senior) dated as of August 1, 2017, between the Trustee and the District, and the Trust Indenture (Subordinate) dated as of August 1, 2017, between the Trustee and the District.

“*Limited Offering Memorandum*” means the Limited Offering Memorandum prepared in connection with the offer and sale of the Bonds dated August 16, 2017.

“*MSRB*” means the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“*Municipal Advisor*” means an independent registered municipal advisor as defined in 17 C.F.R. Section 240.15Ba1-1(d)(1)(vi)(A).

“*Participant*” means any broker-dealer, bank, or other financial institution from time to time for which DTC (as defined in the Indentures) or another Depository (as defined in the Indentures) holds the Bonds.

“*Report*” means any report provided by the District pursuant to, and as described in, Section 3 of this Agreement.

### **Section 3. Requirement for Quarterly or Annual Reports.**

(a) ***Provision of Information to Trustee.*** The Developer and the District hereby undertake and agree to provide certain information specified below to the Trustee on the dates specified below.

(i) **Timing of Reports.**

A. ***Quarterly Reports.*** On and prior to the Annual Report Date Conversion, the Developer and the District shall provide their respective portions of the Reports to the Trustee not less than 45 days after each January 1, April 1, July 1 and October 1, commencing October 1, 2017, and such Reports are referred to herein as the “Quarterly Reports” (i.e., Quarterly Reports are due no later than February 15, May 15, August 15 and November 15, commencing November 15, 2017).

B. ***Annual Reports.*** After the Annual Report Date Conversion, the District shall provide Reports to the Trustee not less than 225 days after each January 1, and such Reports are referred to herein as the “Annual Reports” (i.e., Annual Reports are due no later than August 15, commencing August 15, 2018).

(ii) **Contents of Reports.**

A. ***Quarterly Reports.*** For each Quarterly Report, the Developer shall complete Section 1 of each Report, and the District shall complete

Sections 2-4 of each Report (although Section 4 must be completed only on an annual basis and shall be completed with the Quarterly Report due for the quarter ending each July 1).

B. *Annual Reports.* For each Annual Report, the District shall complete Sections 2-4 of each Report.

Any or all of the items required to be updated in Appendix A may be incorporated by reference from other documents, including official statements of debt issues which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The District and the Developer, as applicable, shall clearly identify each such document incorporated by reference.

(b) *Provision of Reports to the MSRB.* Within 10 days after receipt of each Report from the District and Developer, the Trustee shall provide to the MSRB (in an electronic format as prescribed by the MSRB) the Report. Each Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) above.

If the District or the Developer fails to provide to the Trustee their respective portions of each Report by the dates required in Section 3(a), which results in the Trustee's inability to provide a Report to the MSRB by the date required, the Trustee shall file or cause to be filed a notice in substantially the form attached as Appendix B with the MSRB. If the Trustee files or causes to be filed a notice in substantially the form attached as Appendix B with the MSRB, the Trustee shall submit a copy of such filing to the District and the Developer, as follows:

To the District:      Denver Connection West Metropolitan District  
                                 c/o McGeady Becher P.C.  
                                 450 E. 17th Avenue, Suite 400  
                                 Denver, Colorado 80203

To the Developer:    William Lyon Homes, Inc.  
                                 8480 E. Orchard Road, Suite 1000  
                                 Greenwood Village, Colorado 80111

In addition to the foregoing, the Trustee shall, prior to the date of each filing of a Report, determine the appropriate electronic format prescribed by the MSRB. After the Trustee files a Report or the notice described in the preceding paragraph with the MSRB, the Trustee shall upon request send a report to the District and the Developer stating the date that such Report or notice was filed and listing all the entities to which it was provided.

(c) *Means of Transmitting Information.* Subject to technical and economic feasibility, the District and the Developer shall employ such methods of information transmission as the Trustee shall reasonably request. All documents provided to the MSRB

pursuant to this Agreement shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Agreement, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

**Section 4. Notice of Material Events.** Whenever the District obtains actual knowledge of the occurrence of any of the following events, the District shall cause the Trustee to provide, in a timely manner, a notice of such event to the MSRB:

(a) The failure or refusal by the District to impose or collect the Senior Required Mill Levy or the Subordinate Required Mill Levy, or to collect and apply the other components of the Senior Pledged Revenue or the Subordinate Pledged Revenue as required by the Indentures;

(b) Any other Event of Default occurs under either Indenture, including a description of such default;

(c) A non-payment related default under either Indenture (if the District deems such default to be material to the Owners), including a description of such default;

(d) A draw on the Senior Surplus Fund;

(e) A draw on the Senior Reserve Fund;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(g) Modifications to rights of Bond owners, if material;

(h) Bond calls and tender offers; and

(i) Defeasances.

Whenever the Trustee obtains actual knowledge of the occurrence of any of the aforementioned events, the Trustee shall promptly notify the District of such event. For purposes of this paragraph, "actual knowledge" of the Trustee means actual knowledge by an officer of the Trustee having responsibility for matters regarding the Indentures or the Bonds.

## **Section 5. Termination.**

(a) The obligations of the Developer as to the information in Section 1 of the Reports shall terminate after the Annual Report Date Conversion. Upon the occurrence of the Annual Report Date Conversion, the Developer shall complete the Notice of Annual Report Date Conversion attached hereto as Appendix C and provide such notice to the District and the Trustee. The Trustee shall then file the Notice of Annual Report Date Conversion with the MSRB within 10 days of receipt.

(b) The obligations of the District and the Trustee as to information in Sections 2-4 of the Reports shall terminate at such time as none of the Bonds are Outstanding under each of the Indentures, respectively.

**Section 6. Liability for Content of Information Provided.** So long as the parties to this Agreement act in good faith, such entities shall not be liable for any errors, omissions or misstatements in the information provided pursuant to this Agreement. Without limiting the foregoing, the District makes no representation as to the accuracy of any information provided by the Developer.

**Section 7. Amendment.** Notwithstanding any other provision of this Agreement, this Agreement may only be amended with the consent of the majority of the Owners of the Bonds then Outstanding.

## **Section 8. Failure to Perform.**

(a) Any failure by the District to perform in accordance with this Agreement shall not constitute an Event of Default under either Indenture, and the rights and remedies provided by the Indentures upon the occurrence of an Event of Default shall not apply to any such failure. If the District fails to comply with this Agreement, any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations hereunder.

(b) If the Developer fails to comply with this Agreement, the District, within 10 business days of receipt of notice in substantially the form attached as Appendix B from the Trustee, shall be obligated to update Section 1 of Appendix A, but only to the extent such information is publicly available.

(c) Furthermore, if the Developer fails to comply with this Agreement, any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Developer to comply with its obligations hereunder.

**Section 9. Severability.** If any section, paragraph, clause, or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.



**Section 10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**Section 11. Compensation.** As compensation for its services under this Agreement, the Trustee shall be compensated or reimbursed by the District for its reasonable fees and expenses in performing the services specified under this Agreement.

**Section 12. Beneficiaries.** This Agreement shall inure solely to the benefit of the District, the Developer, the Trustee, the Underwriter, and the Beneficial Owners from time to time of the Bonds, shall create no rights in any other person or entity.

**Section 13. Trustee.** The Trustee shall have only such duties as are specifically set forth in this Agreement, and the District agrees, to the extent permitted by law, to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performances of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim or liability, but excluding liabilities due to the Trustee's gross negligence or willful misconduct. The Trustee may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the District. The Trustee shall not be responsible in any manner for the content of any notice or Report prepared by the District or the Developer pursuant to this Agreement. The obligations of the District under this Section shall survive resignation or removal of the Trustee and payment of the Bonds.

**Section 14. Electronic Transactions.** The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15. Assignment.** The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

*[Signature Page Follows]*

This CONTINUING DISCLOSURE AGREEMENT is executed as of the date first set forth above.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT,**  
City and County of Denver, Colorado

By: 

Authorized Representative

**UMB BANK, n.a., as Trustee**

By: 

Authorized Officer

**WILLIAM LYON HOMES, INC.,**  
a California corporation

By: 

Name: JEFF MCGOVERN

Title: DIVISION PRESIDENT

**APPENDIX A  
(TO CONTINUING DISCLOSURE AGREEMENT)**

**FORM OF REPORT**

\$9,690,000  
**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT  
CITY AND COUNTY OF DENVER, COLORADO  
LIMITED TAX (CONVERTIBLE TO UNLIMITED  
TAX)  
GENERAL OBLIGATION BONDS  
SERIES 2017A**

\$2,539,000  
**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT  
CITY AND COUNTY OF DENVER, COLORADO  
SUBORDINATE LIMITED TAX  
GENERAL OBLIGATION BONDS  
SERIES 2017B**

Date of Report: \_\_\_\_\_

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement ("Agreement") entered into as of August 23, 2017, by and among Denver Connection West Metropolitan District, City and County of Denver, Colorado (the "District"), William Lyon Homes, Inc., a California corporation (the "Developer") and UMB Bank, n.a., Denver, Colorado, as trustee ("Trustee") for the above captioned bonds (the "Bonds"). Unless otherwise stated, all information contained herein is the most current information available as of the Date of Report specified above.

**Section 1. Development Activity [Developer to complete; to be updated each quarter on and prior to the Annual Report Date Conversion].**

(a) *Building Permits.* State the number of building permits which have been issued by the City and County of Denver for property within the District for the following periods: (1) since the date of issuance of the Bonds, and (2) since the date of the last Quarterly Report.

(b) *Certificates of Occupancy.* Provide the number of certificates of occupancy which have been issued by the City and County of Denver for property within the District for the following periods: (1) since the date of issuance of the Bonds, and (2) since the date of the last Quarterly Report.

(c) *Land Entitlements.* Since the date of the last Quarterly Report, have any land entitlements pertaining to property in the District (e.g., zoning, platting, etc.) been changed or put into place by the City and County of Denver? If so, describe.

(d) *Land Sales.* Since the date of the last Quarterly Report, has the Developer sold any of its property, other than lots or homes sold to homeowners in the ordinary course of its business? If so, state the amount of property, its location in the District, the name of the purchaser and the sales price.

**Section 2. Fund Balances [District to complete; to be updated each quarter on and prior to the Annual Report Date Conversion, and to be updated annually after the Annual Report Date Conversion].**

The amount on deposit in each of the following funds for the 2017A Bonds is as set forth below:

- (a) total amount on deposit in the Senior Project Fund is \$\_\_\_\_\_;
- (b) amount on deposit in the Senior Bond Fund is \$\_\_\_\_\_;
- (c) amount on deposit in the Senior Surplus Fund is \$\_\_\_\_\_; and
- (d) amount on deposit in the Senior Reserve Fund is \$\_\_\_\_\_.

The amount on deposit in each of the following funds for the 2017B Bonds is as set forth below:

- (a) total amount on deposit in the Subordinate Project Fund is \$\_\_\_\_\_; and
- (b) amount on deposit in the Subordinate Bond Fund is \$\_\_\_\_\_;

**Section 3. Authorized Denominations [District to complete; to be updated each quarter on and prior to the Annual Report Date Conversion, and to be updated annually after the Annual Report Date Conversion].**

The 2017A Bonds are presently outstanding in Authorized Denominations of:

- \_\_\_ \$500,000 and any integral multiple of \$1,000 in excess thereof; or
- \_\_\_ Pursuant to paragraph (c) of the definition of Authorized Denomination in the Senior Indenture, the Authorized Denominations were reduced to \$1,000 or any integral multiple thereof on \_\_\_\_\_ [insert date].

The 2017B Bonds are presently outstanding in Authorized Denominations of:

- \_\_\_ \$500,000 and any integral multiple of \$1,000 in excess thereof; or
- \_\_\_ Pursuant to paragraph (c) of the definition of Authorized Denomination in the Subordinate Indenture, the Authorized Denominations were reduced to \$1,000 or any integral multiple thereof on \_\_\_\_\_ [insert date].

**Section 4. Additional District Information to be Updated [District to complete; to be provided annually with the Report due on or before August 15].**

(a) The following information shall be attached to the Report:

\_\_\_ Audited Annual Financial Statements of the District for the previous year (20\_\_\_).

\_\_\_ Annual budget of the District for the current years (20\_\_\_).

The information contained in this Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Report by any person or entity shall create no obligation or liability of the District, the Developer or the Trustee.

*[Remainder of Page Left Blank Intentionally]*

The undersigned hereby certify, respectively, that they are authorized representatives of the District and the Developer, and further certify on behalf of the following entities that the information contained in the foregoing Report (for the Developer, with respect to Section 1 only and for the District, with respect to Sections 2-4 only) is, to their actual knowledge, true, accurate and complete. This Report may be executed below on counterpart signature pages.

**DENVER CONNECTION WEST  
METROPOLITAN DISTRICT,**  
City and County of Denver, Colorado

By: \_\_\_\_\_  
Authorized Representative

**WILLIAM LYON HOMES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature/Certification Page to Report]

**APPENDIX B**  
**(To Continuing Disclosure Agreement)**

**NOTICE OF FAILURE TO FILE REPORT**

Name of Issuer: Denver Connection West Metropolitan District, City and County of Denver, Colorado

Name of Bond Issue(s): Denver Connection West Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2017A, in the original aggregate principal amount of \$9,690,000 (the "2017A Bonds")

Denver Connection West Metropolitan District Subordinate Limited Tax General Obligation Bonds, Series 2017B, in the original aggregate principal amount of \$2,539,000 (the "2017B Bonds" and together with the 2017A Bonds, the "Bonds")

CUSIP: \_\_\_\_\_

Date of Issuance: August 23, 2017

NOTICE IS HEREBY GIVEN that (check as appropriate) ☐ the District ☐ the Developer has not provided a Report with respect to the above-named [2017A Bonds] [2017B Bonds] [or Bonds] as required by the Continuing Disclosure Agreement dated August 23, 2017, between the District, the Developer and the Trustee.

The (check as appropriate) ☐ District ☐ Developer anticipates that the Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_\_\_

**UMB BANK, n.a., as Trustee**

By: \_\_\_\_\_  
Authorized Officer

**APPENDIX C**  
**(To Continuing Disclosure Agreement)**

**NOTICE OF ANNUAL REPORT DATE CONVERSION**

Name of Issuer: Denver Connection West Metropolitan District , City and County of Denver, Colorado

Name of Bond Issue(s): Denver Connection West Metropolitan District Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2017A, in the original aggregate principal amount of \$9,690,000 (the "2017A Bonds")

Denver Connection West Metropolitan District Subordinate Limited Tax General Obligation Bonds, Series 2017B, in the original aggregate principal amount of \$2,539,000 (the "2017B Bonds" and together with the 2017A Bonds, the "Bonds")

CUSIP: \_\_\_\_\_

Date of Issuance: August 23, 2017

NOTICE IS HEREBY GIVEN that the Annual Report Date Conversion (as defined in the Continuing Disclosure Agreement dated August 23, 2017) occurred on \_\_\_\_\_, 20\_\_\_\_. Pursuant to the Continuing Disclosure Agreement, the Developer and the District are no longer obligated to provide Quarterly Reports to the Trustee. The District remains obligated to provide Annual Reports.

Dated: \_\_\_\_\_, 20\_\_\_\_

**WILLIAM LYON HOMES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT B

### COMPLIANCE PROCEDURE

Denver Connection West Metropolitan District, City and County of Denver, Colorado  
 \$9,690,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A and  
 \$2,539,000 Subordinate General Obligation Limited Tax Bonds, Series 2017B

Subject to SEC Rule 15c2-12: NO (See Limited Offering Memorandum Introduction)

<b>FINANCIAL DISCLOSURES</b>	
<b>Submittal Date to Trustee</b>	<b>Required Documentation Prepared By:</b>
<b>Quarterly Reports*</b> <ul style="list-style-type: none"> <li>February 15</li> <li>May 15</li> <li>August 15</li> <li>November 15 (commencing November 15, 2017)</li> </ul>	<b>Section 1 of the Quarterly Report:</b> William Lyon Homes, Inc. (the "Developer") to provide to CliftonLarsonAllen ("CLA") at least thirty (30) days prior to submittal date. <ul style="list-style-type: none"> <li>Building Permits</li> <li>Certificates of Occupancy</li> <li>Land Entitlements</li> <li>Land Sales</li> </ul> <i>To be updated each quarter on and prior to the Annual Report Date Conversion, as defined in Section 2 of the Continuing Disclosure Agreement. Developer's obligation to submit Section 1 ends after the Annual Report Date Conversion.</i>
	<b>Section 2 of the Quarterly Report:</b> CLA to complete. <ul style="list-style-type: none"> <li>The amount on deposit in each of the funds for the 2017A Bonds               <ul style="list-style-type: none"> <li>Senior Project Fund</li> <li>Senior Bond Fund</li> <li>Senior Surplus Fund</li> <li>Senior Reserve Fund</li> </ul> </li> <li>The amount on deposit in each of the funds for the 2017B Bonds               <ul style="list-style-type: none"> <li>Subordinate Project Fund</li> <li>Subordinate Bond Fund</li> </ul> </li> </ul> <i>To be updated each quarter on and prior to the Annual Report Date Conversion, and to be updated annually after the Annual Report Date Conversion.</i>
	<b>Section 3 of the Quarterly Report:</b> CLA to complete. <ul style="list-style-type: none"> <li>The Authorized Denominations of the 2017A Bonds presently outstanding</li> <li>The Authorized Denominations of the 2017B Bonds presently outstanding</li> </ul> <i>To be updated each quarter on and prior to the Annual Report Date Conversion, and to be updated annually after the Annual Report Date Conversion.</i>
<b>Annual Reports*</b> No later than August 15 of each year (commencing August 15, 2018)  [Same requirements of Quarterly Report with the exception of Section 1]	<b>Section 4 of the Quarterly Report:</b> CLA to complete. <i>To be provided annually with the Report due on or before August 15</i>
	<b>Attached to Section 4 of the Quarterly Report:</b> <ul style="list-style-type: none"> <li>Annual Audited Financial Statements</li> <li>Annual Budget</li> </ul> <i>To be provided annually with the Report due on or before August 15</i>

\*If any submittal date falls on a day which is not a Business Day (as defined in Exhibit A, Continuing Disclosure Agreement), the report will be provided to the Trustee on the Next succeeding Business Days.

**Procedure:**

1. CLA will prepare first draft of the report due.
2. Upon request by either CLA or McGeady Becher, McGeady Becher will review and provide comments prior to submittal date.
3. CLA to submit Report to MSRB via EMMA on applicable submittal date. After CLA files the Report with MSRB, CLA shall, upon request, send a report to the District and the Developer stating the date that such Report was filed and listing all entities to which it was provided.

<b>NOTICE OF MATERIAL EVENT</b>		
<b>Reporting / Submittal Deadlines</b>	<b>Responsible Party to Report Event of Default</b>	<b>Party Responsible to Notify Trustee of Event of Default</b>
District shall cause the Trustee to provide, in a timely manner, a notice of an event of default or material event to the MSRB via EMMA	CLA, SDMS, McGeady Becher, UMB Bank, or anyone who has actual knowledge of an event of default or a material event	CLA, SDMS, McGeady Becher, or anyone who has actual knowledge of an event of default or a material event