

STATE OF COLORADO
DEPARTMENT OF THE TREASURY

Dave Young
State Treasurer



Eric Rothaus
Deputy Treasurer

Charter Intercept Program Notice and Application

To Charter School Officials:

The Colorado State Treasurer has established the following procedures to implement a program to intercept moneys, if sufficient, for the payment of debt service on charter school bonds (the "Charter Intercept Program") pursuant to Section 22-30.5-406 of the Colorado Revised Statutes (the "Charter Intercept Statute"). The Charter Intercept Statute was adopted by the Colorado Legislature to enhance the ability of State charter schools to obtain favorable financing terms on bonds issued on behalf of charter schools.

The Charter Intercept Program is solely a withholding measure whereby a charter school may direct the State Treasurer to withhold State funds to which the charter school is otherwise entitled to receive from its charter authorizer and to transfer those moneys directly to the bank designated for payment of the debt service on qualified charter school bonds; however, no State financial obligation whatsoever is established pursuant to the Charter Intercept Statute and, if there are not sufficient moneys to withhold from State funds which the charter school is otherwise entitled to receive from its charter authorizer, any deficiency will not otherwise be transferred or paid to the bank by the State.

The Charter Intercept Program applies only to an issue of qualified bonds upon the execution by all indicated parties of a State Treasurer Charter Intercept Agreement (the "Intercept Agreement"), the form of which is attached to this notice. The Intercept Agreement sets forth the current procedures for application of the Charter Intercept Program and the qualification requirements under the Intercept Statute.

In order for the State Treasurer to begin the transfer of funds as directed in an Intercept Agreement, a fully completed Intercept Agreement must be delivered to the Office of the State Treasurer by the 5th day of the month in which such transfer is to occur. No incomplete Intercept Agreements will be accepted by the Office of the State Treasurer. The State Treasurer or other authorized official in the Office of the State Treasurer will execute each completed and qualifying Intercept Agreement and return the same to the Charter School Applicant as indicated in the Intercept Agreement or otherwise directed by the Charter School Applicant.

State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Title of Bond Issue _____
(Print the title of the Bond Issue above)

Agreement Identification Number _____
(The identification number will be completed by the State)

The Colorado State Treasurer has established the following procedures to implement a program to intercept moneys, if sufficient, for the payment of debt service on charter school bonds (the “Charter Intercept Program”) pursuant to Section 22-30.5-406 (the “Charter Intercept Statute”) of the Colorado Revised Statutes (“CRS”). The purpose of this agreement (the “Intercept Agreement”) is to set forth the understanding of the Charter Intercept Program application to the issue of bonds identified above (the “Bonds”) between the State Treasurer and the charter school applicant, also identified above (the “Charter School Applicant”).

Parties affected by this Intercept Agreement who have made certain representations and/or certifications in connection with the execution of this Intercept Agreement by the Charter School Applicant include the trustee bank identified in Annex B (the “Bank”), the conduit bond issuer identified in Annex C (the “Bond Issuer”) and the charter authorizer identified in Annex D (the “Charter Authorizer”).

Future references to this Intercept Agreement or the modification of any annex hereto should include the Intercept Agreement identification number set forth above. The number will include digits identifying the Charter Authorizer, the Charter School Applicant and the calendar year and will include a letter identifying the bond issue.

Section 1. Contact Identification and Information

Contact information for the State Treasurer concerning this Intercept Agreement shall be as follows:

Suzanne Collins, Controller
Colorado State Treasury
200 E. Colfax Ave., Ste. 140
Denver, CO 80203-1722
Phone 303-866-6196 Email: suzanne.collins@state.co.us

The contact person for the Charter School Applicant must be the chief financial officer or the Treasurer of the Charter School Applicant and said person is referred to herein as the “Charter School Applicant Contact”. The contact information for the Charter School Applicant is set forth in Annex A to this Intercept Agreement.

The Bank must be a financial institution which is an “eligible public depository” as defined in the Public Deposit Protection Act (Article 10.5 of Title 11 of the Colorado Revised Statutes). Further, the Bank must be a commercial bank or depository trust company that has full trust powers, is located within the State of Colorado and is a member of the Federal Deposit Insurance Corporation. The contact information for the Bank is set forth in Annex B to this Intercept Agreement.

The Bond Issuer must be a governmental entity, other than a school district, that possesses the authority to issue bonds on behalf of the Charter School Applicants (including nonprofit corporations as permitted in Section 22-30.5-403(3), CRS), for the purpose of financing “Charter School Capital Construction” as defined in Section 22-30.5-403(4), CRS. The contact person for the Bond Issuer is referred to herein as the “Bond Issuer Contact”. The contact information for the Bond Issuer is set forth in Annex C to this Intercept Agreement.

The Charter Authorizer is the entity which, pursuant to the Institute Charter Schools Act, (Sections 22-30.5-501, et seq., CRS), has entered into a contract with the Charter School Applicant to establish said charter school. The contact person for the Charter Authorizer is referred to herein as the “Charter Authorizer Contact”. The contact information for the Charter Authorizer is set forth in Annex D to this Intercept Agreement.

Section 2. Charter School Representations, Certifications and Covenants. The Charter School Applicant hereby represents, certifies and covenants as follows:

- (a) The Charter School Applicant is an “institute charter school” as described in Section 22-30.5-502(6), CRS.
- (b) The Charter School Applicant, by proper action of its governing body, has duly authorized the execution and delivery of this Intercept Agreement.
- (c) The Bond Issuer is a governmental entity other than a school district and that issues the Bonds on behalf of the Charter School Applicants (including nonprofit corporations as permitted in Section 22-30.5-403(3), CRS), for the purpose of financing “Charter School Capital Construction” as defined in Section 22-30.5-403(4), CRS.
- (d) Pursuant to Section 22-30.5-513, CRS, the Charter School Applicant is entitled to receive from the Charter Authorizer moneys received by the Charter Authorizer from the State under the Public School Finance Act of 1994, as amended.
- (e) The Charter School Applicant hereby requests that the State Treasurer, on behalf of the Charter School Applicant, make intercept transfers from moneys referenced in paragraph (d) of Section 2 hereof, in the amounts set forth in Annex E, which transfers are to be applied to the payment of debt service on the bonds reference in paragraph (c) of Section 2 hereof.

- (f) Funding for the Charter School Applicant is defined in Section 22-30.5-513(4), CRS. The Charter School Applicant hereby represents to the State Treasurer that the moneys received or to be received by the Charter School Applicant from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, for the current fiscal year exceed the intercept transfers set forth in Annex E for the same period; the Charter School Applicant further represents that it reasonably expects that, in the foreseeable future, moneys to be received annually by the Charter School Applicant from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, will exceed the intercept transfers for the same annual periods set forth in Annex E.
- (g) The Charter School Applicant hereby agrees with the terms and provisions of this Intercept Agreement, as they currently exist or as hereafter amended, modified or supplemented, including without limitation the intercept transfer of moneys to the Bank in accordance with Section 3 hereof and the payment of administrative costs and expenses in accordance with Section 5 hereof.
- (h) The Bonds will bear a fixed rate of interest unless otherwise approved in writing by the State Treasurer.
- (i) The Charter School will, on or about the date of issuance of the Bonds, deliver to the Office of the State Treasurer (attention Chief Financial Officer), a copy of the final official statement, prospectus or offering memorandum used in the market and sale of the Bonds, a copy of the indenture of trust or other document setting forth the authorization and terms concerning the Bonds, and a copy of the lease executed by the Charter School in connection with the issuance of the Bonds.
- (j) Annually, the Colorado Department of Education will provide the Office of the State Treasurer with a “Calculation of Maximum Treasurer’s Intercept For Charter Schools Debt” after the October 15 pupil count.

Section 3. Intercept Transfer Information.

From the moneys the Charter School Applicant is entitled to receive on a monthly basis from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, and solely from such moneys, the State Treasurer shall, on or about the date that moneys are otherwise paid to the Charter Authorizer but in no event not later than the first business day of each month, make an intercept transfer of moneys to the Bank in the amount, if any, set forth in Annex E to this Intercept Agreement. The intercept transfer of moneys that the State Treasurer is directed to make cannot exceed amounts available to be withheld from moneys the Charter School Applicant is entitled to receive from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, for such month. The Charter School Applicant is not entitled to any interest on any funds prior to being transferred by the State Treasurer as directed by the Charter School Applicant pursuant to this Intercept Agreement.

The method of such intercept transfer shall be by electronic transfer in accordance with the instructions set forth in Annex B to this Intercept Agreement. No more than one intercept transfer shall be made to the Bank in any month pursuant to the terms of this Intercept Agreement. For purposes of this Section, a business day shall not mean any Saturday or Sunday, or any day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

In the event that the Charter School Applicant is a “qualified charter school” as defined in Section 22-30.5-407, CRS, and chooses to make payments to the State Treasurer for deposit into the State Charter School Debt Reserve Fund, the Charter School Applicant also can direct that an amount equal to ten basis points of the principal amount of the Bonds outstanding as of each calculation date as required by statute be intercepted by the State Treasurer and transferred for deposit into the State Charter School Debt Reserve Fund. To effect such authorization the Charter School Applicant must include the amounts required to be deposited into the State Charter School Debt Reserve Fund in the intercept transfer financial information set forth in Annex E to this Intercept Agreement.

Monthly amounts the Charter School Applicant is entitled to receive from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, can be affected by, among other things, adjustment corrections following final October 1st pupil enrollment to offset earlier funding by the State which was based upon estimated student enrollment and by funding rescission actions taken by the State Legislature. In the event that, as a result of such adjustments or actions, moneys the Charter School Applicant is entitled to receive in any month are insufficient to make an intercept transfer set forth in Annex E to this Intercept Agreement, the State Treasurer will not make any withholding for such month and will notify the Bank, the Charter School Applicant and the Charter Authorizer that no withholding or intercept transfer has been or will be made for such month.

Section 4. Notification Requirements.

The State Treasurer shall notify the Charter School Applicant Contact and the Charter Authorizer Contact and, in the event that the Charter Authorizer is the State Charter School Institute, the Department of Education of any amount of moneys withheld for purposes of making intercept transfers in accordance with Section 3 hereof. Such withholding notification may, at the option of the State, be made at one time for amounts to be withheld for the entire fiscal year, which notification shall be on or about the first business day of each fiscal year of the State, or such withholding notification may be made on or about each date moneys are withheld from the amounts the Charter School Applicant is entitled to receive from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS.

The Charter School Applicant shall notify the State Treasurer in the event that the Charter School Applicant becomes aware that the moneys to be received by the Charter School Applicant from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, will be less than the intercept transfer amounts set forth in Annex E. Such notification shall occur within three days in which the Charter School Applicant becomes aware of such shortfall.

The State Treasurer shall notify the Bank in the event that, for whatever reason, there are not sufficient moneys to make an intercept transfer in accordance with Section 3 hereof. Such notification that no withholding or intercept transfer can be made shall occur on or about the date

moneys were to be withheld from the amounts the Charter School Applicant is entitled to receive from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS.

The Charter School Authorizer shall notify the State Treasurer of any revocation or non-renewal of a charter contract within three days of its formal action to effect such revocation or non-renewal.

All notices or other communications hereunder shall be sufficiently given when provided both by email address to the applicable contact person with the subject line of such email stating "CHARTER INTERCEPT NOTICE", and by mail, postage prepaid, addressed to the applicable contact person; provided however, the modification of any annex to this Intercept Agreement shall be deemed to be received by the State Treasurer solely at the time of physical receipt by the Office of the State Treasurer of the modified annex duly executed by the appropriate party as indicated in such annex.

Notice of filed modifications to any annex of this Intercept Agreement shall be provided by the State Treasurer to contacts of the Charter School Applicant, the Bank, the Bond Issuer or the Charter Authorizer which have not acknowledged notice of such modification.

Section 5. Administrative Fees and Expenses.

The State Treasurer also shall withhold from moneys to be received by the Charter School Applicant from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, an amount for administrative costs associated with the making of intercept transfers. Such amount, which shall be \$250 annually or for any portion of the fiscal year, shall be withheld on the first intercept transfer date in each fiscal year of the State. The State Treasurer may adjust said amount on an annual basis upon notification to the Charter School Applicant but without further consent of the Charter School Applicant.

Pursuant to Section 22-30.5-407, CRS, the State Treasurer is authorized to impose a fee for the direct and indirect costs incurred by the State Treasurer in executing duties required by Section 22-30.5-407, CRS. No fees are currently imposed by the State Treasurer for such purpose. However, in the event fees are imposed for such purpose in the future, upon notification by the State Treasurer to the Charter School Applicant of the imposition of a fee, the Charter School Applicant directs the State Treasurer to withhold such fee from moneys to be received by the Charter School Applicant from the Charter Authorizer pursuant to Section 22-30.5-513(4), CRS, and will revise the intercept transfer financial information set forth in Annex E to this Intercept Agreement to reflect such fee.

In the event that the State Treasurer incurs reasonable costs or expenses, other than administrative costs, relating to the performance or observance of any obligation under this Intercept Agreement, the Charter School Applicant shall reimburse the State Treasurer for all such reasonable costs or expenses including, but not limited to, employment of legal counsel regarding enforcement of the performance or observance of any obligation on the part of any party to this Agreement. The Charter School Applicant agrees that it will, promptly upon demand therefor, pay to the State Treasurer such reasonable costs or expenses incurred by the State Treasurer.

Section 6. Termination of Intercept Agreement.

If at any time the State Treasurer concludes that the amount of moneys the Charter School Applicant is entitled to receive from the Charter School Authorizer pursuant to Section 22-30.5-513(4), CRS, for the next succeeding budget year will be less than the amount of intercept transfers set forth in Annex E for the same period, the State Treasurer by law cannot agree to make intercept transfers on behalf of the Charter School Applicant. The State Treasurer shall notify the Charter School Applicant, the Bank, the Charter Authorizer and the Bond Issuer in the event of such determination and this Intercept Agreement shall thereafter be terminated on the date indicated by the State Treasurer in such notice.

The Charter School Applicant may terminate this Intercept Agreement, in its sole and absolute discretion, with 30 days prior notice to the State Treasurer. The Charter School Applicant shall also notify the Bank, the Bond Issuer and the Charter Authorizer of such termination within one business day of notification to the State Treasurer. This Intercept Agreement shall terminate 30 days following notification of termination to the State Treasurer and the State Treasurer shall have no further obligations pursuant to the terms of this Intercept Agreement as of said date; provided however, the obligation of the Charter School Applicant to pay any unpaid administrative costs which have accrued to the date of termination in accordance with Section 5 hereof and other unpaid costs or expenses incurred in accordance with Section 5 hereof, whether prior to or following the date of termination, shall remain due and payable by the Charter School Applicant following the date of termination of this Intercept Agreement.

Unless otherwise terminated on a earlier date, this Intercept Agreement shall terminate 30 days following the final intercept transfer to be made by the State Treasurer in accordance with Section 3 hereof.

Section 7. Disclosure Document Requirements. Any official statement, offering memorandum, prospectus or similar document used in the offer or sale of the Bonds issued on behalf of the Charter Authorizer and for which intercept transfers are to be made pursuant to this Intercept Agreement shall state as follows:

Application has been made by [the charter school] for the intercept transfer of certain moneys by the Colorado State Treasurer to the trustee bank, pursuant to Section 22-30.5-406, Colorado Revised Statutes (the “Charter Intercept Statute”), for payment of the debt service on the [charter school bonds]. The Charter Intercept Statute shall not be construed to create a debt of the State or any State financial obligation whatsoever with respect to any bonds which qualify for intercept transfers pursuant to its provisions and no moneys can otherwise be paid by the State Treasurer under the Charter Intercept Statute unless an allocable portion of the funding which [the charter school] is entitled to receive from the charter school organizer equals or exceeds the amount of the intercept transfers which the State Treasurer is directed to make. Further, the Charter Intercept Statute shall not be construed to require the State to continue the payment of state assistance to any school district or to limit or prohibit the State from repealing or amending any law relating to the amount of State assistance to school districts or the manner or timing of the payment of such assistance. The information set forth in this [official statement] has not been verified or approved by State of Colorado and the State of Colorado has no responsibility with respect to any disclosure matters relating to the offers or sale of the [charter school bonds].

Section 8. Amendment, Modification or Supplement of Intercept Agreement.

The State Treasurer may adopt procedures and rules from time-to-time for implementation of the Charter Intercept Program and may amend, modify or supplement this Intercept Agreement upon notification to the Charter School Applicant, the Charter Authorizer, the Bank and the Bond Issuer, but without any required consent of such parties.

The Charter School Applicant, the Charter Authorizer, the Bank and the Bond Issuer may modify only the contact and financial information set forth the annexes hereto. Unless otherwise agreed by the State Treasurer in writing, any annex modification shall become effective 30 days following the date of the physical receipt of the duly executed modified annex by the Office of the State Treasurer.

Section 9. No State Liability. This Intercept Agreement shall not be construed to require the State to continue the payment of State assistance to the Charter Authorizer or to limit or prohibit the State from repealing or amending any law relating to the amount of State assistance to any Charter Authorizer or the manner or timing of the payment of such assistance. This Intercept Agreement shall not be construed to create a debt of the State or any State financial obligation whatsoever with respect to any bonds issued on behalf of the Charter School Applicant by Bond Issuer for the purpose of financing charter school capital construction within the meaning of any state constitutional provision or to create any liability except to the extent provided in Article 6 hereof.

Section 10. Governing Law. This Intercept Agreement is executed in Colorado and shall be construed and enforced in accordance with the laws of Colorado.

Section 11. Effective Date. This Intercept Agreement shall become effective on the date indicated below.

IN WITNESS WHEREOF, the State Treasurer and the Charter School Applicant have caused this Intercept Agreement to be executed in their respective names as of the dates indicated below. Additionally the individual executing this agreement on behalf of the Charter School Applicant represents and warrants that he or she is duly authorized to execute this Intercept Agreement on behalf of the Charter School Applicant.

For the Charter School Applicant

Office of the State Treasurer

By: _____

Name: _____

David L. Young, Colorado State Treasurer

Title: _____

Date: _____

Date: _____

ANNEX A – Applicant Information
State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Agreement Identification Number _____
(Note: The Charter Intercept Agreement ID number will be completed by the State upon the filing of the Charter Intercept Agreement with the Office of the State Treasurer and all future modifications to this annex should include the assigned Agreement Identification Number.)

Address of Charter School _____

The contact person for the Charter School Applicant must be the chief financial officer of the Charter School Applicant.

Name of Contact Person _____

Title of Contact Person _____

Contact Phone Number _____ Contact Fax Number _____

Contact e-mail address _____

In the event that the Charter School Applicant desires to modify the information in this Annex as filed with the State Treasurer or that such information as filed becomes incorrect, the Charter School Applicant shall promptly file a modified Annex with the State Treasurer.

Modification of Annex A

(Note: The following is to be executed only in the event of modification of this Annex)

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make and file the modifications contained in this modified Annex.

Date: _____

For the Charter School Applicant

By: _____

Name: _____

Title: _____

ANNEX B – Bank Information
State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Agreement Identification Number _____
(Note: The Charter Intercept Agreement ID number will be completed by the State upon the filing of the Charter Intercept Agreement with the Office of the State Treasurer and all future modifications to this annex should include the assigned Agreement Identification Number.)

Contact Information

Name of Bank _____

Address of Bank _____

Name of Contact Person _____

Title of Contact Person _____

Contact Phone Number _____ Contact Fax Number _____

Contact e-mail address _____

Information for Electronic Transfer

Bank Routing (ABA) Number _____

Bank Account Number _____

Bank Certifications and Representations

The Bank hereby certifies and represents to the State Treasurer as follows:

- (a) Wire instructions set forth above under “Information for Electronic Transfer” are complete and correct.
- (b) The Bank is a financial institution which is an “eligible public depository” as defined in the Public Deposit Protection Act (Article 10.5 of Title 11 of the Colorado Revised Statutes). Further, the Bank is a commercial bank or depository trust company that has full trust powers, is located within the State of Colorado and is a member of the Federal Deposit Insurance Corporation.

- (c) The Bank acknowledges that it has the authority to act as trustee under, and has accepted the trusts established pursuant to, the documentation relating to bonds issued in connection with the above-referenced Charter Intercept Agreement.
- (d) The Bank acknowledges the execution of the above-referenced Charter Intercept Agreement by the Charter School Applicant. The intercept transfers made to the Bank by the State Treasurer pursuant to the Charter Intercept Agreement shall be used by the Bank solely for the purpose of paying the principal of, premium if any, and interest on the applicable bonds in accordance with the terms and the provisions of the authorizing documents; provided however, such moneys may be released to the Charter School Applicant in the event that an equal amount of other moneys have been irrevocably deposited with the Bank for the same purpose.

The undersigned hereby represents that he or she is duly authorized by all applicable laws, rules, regulations, and legal documents to make the representations for the Bank contained in this Annex.

Date: _____

For the Bank

By: _____

Name: _____

Title: _____

In the event that the Bank desires to modify the information in this Annex as filed with the State Treasurer or that such information as filed becomes incorrect, the Bank shall promptly file a modified Annex with the State Treasurer.

Modification of Annex B

(Note: The following is to be executed only in the event of modification of this Annex)

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make and file the modifications contained in this modified Annex.

Date: _____

For the Bank

By: _____

Name: _____

Title: _____

ANNEX C – Conduit Issuer Information
State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Agreement Identification Number _____
(Note: The Charter Intercept Agreement ID number will be completed by the State upon the filing of the Charter Intercept Agreement with the Office of the State Treasurer and all future modifications to this annex should include the assigned Agreement Identification Number.)

Contact Information

Name of Bond Issuer _____

Address of Bond Issuer _____

Name of Contact Person _____

Title of Contact Person _____

Contact Phone Number _____ Contact Fax Number _____

Contact e-mail address _____

Bond Issuer Certification and Representation

The Bond Issuer hereby certifies and represents to the State Treasurer that it is a governmental entity, other than a school district.

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make the representations contained in this Annex.

Date: _____

For the Bond Issuer

By: _____

Name: _____

Title: _____

In the event that the Bond Issuer desires to modify the information in this Annex as filed with the State Treasurer or that such information as filed becomes incorrect, the Bond Issuer shall promptly file a modified Annex with the State Treasurer.

Modification of Annex C

(Note: The following is to be executed only in the event of modification of this Annex)

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make and file the modifications contained in this modified Annex.

Date: _____

For the Bond Issuer

By: _____

Name: _____

Title: _____

ANNEX D – Authorizer Information
State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Agreement Identification Number _____
(Note: The Charter Intercept Agreement ID number will be completed by the State upon the filing of the Charter Intercept Agreement with the Office of the State Treasurer and all future modifications to this annex should include the assigned Agreement Identification Number.)

Contact Information

The contact person for the Charter Authorizer must be the chief financial officer of the Charter Authorizer and shall be referred to herein as the “Charter Authorizer Contact”.

Name of Charter Authorizer COLORADO STATE CHARTER SCHOOL INSTITUTE

Address of Charter Authorizer _____

Name of Contact Person _____

Title of Contact Person _____

Contact Phone Number _____ Contact Fax Number _____

Contact e-mail address _____

Charter Authorizer Certification

As of the date hereof, the Charter Authorizer hereby certifies that pursuant to the Institute Charter Schools Act, Sections 22-30.5-501 et seq., Colorado Revised Statutes, as amended, the Charter Authorizer has in effect a valid contract (the “Charter”) with Charter School Applicant identified above (the “Charter School Applicant”) and, to the best of the knowledge of the Charter Authorizer, the Charter School is in good standing under the Institute Charter Schools Act and the Charter. The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make the representations contained in this Annex.

Date: _____

For the Charter Authorizer

By: _____

Name: _____

Title: _____

In the event that the Charter Authorizer desires to modify the information in this Annex as filed with the State Treasurer or that such information as filed becomes incorrect, the Charter Authorizer shall promptly file a modified Annex with the State Treasurer.

Modification of Annex D

(Note: The following is to be executed only in the event of modification of this Annex)

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make and file the modifications contained in this modified Annex.

Date: _____

For the Charter Authorizer

By: _____

Name: _____

Title: _____

ANNEX E – Entitlement Intercept Amounts
State Treasurer Charter Intercept Agreement

Legal Name of Charter School Applicant _____
(Print the name of Charter School Applicant above)

Agreement Identification Number _____
(Note: The Charter Intercept Agreement ID number will be completed by the State upon the filing of the Charter Intercept Agreement with the Office of the State Treasurer and all future modifications to this annex should include the assigned Agreement Identification Number.)

**THE FORM OF FINANCIAL REPORTING MUST BE COMPLETED ON A
SPREADSHEET PROVIDED BY THE STATE AND TRANSMITTED TO THE
STATE BOTH BY ATTACHMENT HERETO AND ELECTRONICALLY TO
“suzanne.collins@state.co.us”**

In the event that the Charter School Applicant desires to modify the information in this Annex as filed with the State Treasurer or that such information as filed becomes incorrect, the Charter School Applicant shall promptly file a modified Annex with the State Treasurer.

Modification of Annex E
(Note: The following is to be executed only in the event of modification of this Annex)

The undersigned is duly authorized by all applicable laws, rules, regulations, and legal documents to make and file the modifications contained in this modified Annex.

For the Charter School Applicant
By: _____
Name _____
Title: _____
Date: _____

Acknowledgement of Bank

By: _____
Name _____
Title: _____
Date: _____

Acknowledgement of Bond Issuer

By: _____

Name _____

Title: _____

Date: _____

Acknowledgement of Charter Authorizer

By: _____

Name _____

Title: _____

Date: _____