

A TEC METROPOLITAN DISTRICT NOS. 1 & 2

8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
<https://www.theaurorahighlandscommunity.org>

NOTICE OF A SPECIAL MEETING AND AGENDA

DATE: November 4, 2021

TIME: 3:00 p.m.

LOCATION: Information Center
3900 E. 470 Beltway
Aurora, CO 80019

THIS MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

You can attend the meetings in any of the following ways:

1. To attend via Zoom Videoconference use the below link:
<https://us06web.zoom.us/j/84371649907?pwd=ZTlpaDVkRU9kTFliRlIXenBEdjNqZz09>

ACCESS:

2. To attend via telephone, dial 720-707-2699 and enter the following additional information:

Meeting ID: 843 7164 9907
Passcode: 346257

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Matt Hopper	President	May, 2022
Carla Ferreira	Vice President	May, 2022
Michael Sheldon	Treasurer	May, 2022
Deanna Hopper	Assistant Secretary	May, 2023/2022
Kathleen Sheldon	Assistant Secretary	May, 2023
Denise Denslow	Secretary	N/A

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest and confirm quorum.
- B. Approve Agenda, confirm location of the meeting and posting of meeting notice.
- C. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meetings (proposed date/time: Thursday, November 3, 2022 at 1:00 p.m.) and consider adoption of Resolutions Establishing Regular Meeting Dates, Times and Location, and Designating Location for Posting 24-Hour Notices (enclosure).
- D. Public Comment. Matters not specifically included on the Agenda may be addressed. As a courtesy to others, comments shall be limited to three minutes per person.

II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Review and consider approval of the September 20, 2021 Special Meeting Minutes of ATEC Metropolitan District No. 1 (“District No. 1”) and ATEC Metropolitan District No. 2 (“District No. 2” and together with District No. 1, the “Districts”) (enclosure).
- B. Discuss and authorize renewal of Districts’ insurance and Special District Association Membership in 2022 (enclosure).
- C. Discuss Section 32-1-809, C.R.S., reporting requirements (Transparency Notice) and mode of eligible elector notification (post on SDA website).

III. FINANCIAL MATTERS

- A. Conduct Public Hearings to consider amendment of the 2021 Budgets. If necessary, consider adoption of Resolutions to Amend the 2021 Budgets.
- B. Conduct Public Hearings on the proposed 2022 Budgets and consider adoption of Resolutions to Adopt the 2022 Budgets and Appropriate Sums of Money and Resolutions to Set Mill Levies (enclosures – preliminary assessed valuations, draft budgets and resolutions).
- C. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies forms for certification to the Board of County Commissioners and other interested parties.
- D. Consider appointment of District Accountant to prepare 2023 Budgets.

- E. Discuss statutory requirements for an audit. Consider appointment of District Accountant to prepare Applications for Exemption from Audit for the Districts for 2021, and/or if necessary, consider authorization for engagement of auditor to perform 2021 Audit for District No. 1.

IV. LEGAL MATTERS

- A. Discuss status of proposed The Aurora Highlands Community Authority Board (“CAB”) issuance of Special Tax Revenue Refunding and Improvement Bonds, Series 2021A₍₃₎ and Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B₍₃₎ (collectively, the “2021 Bonds”).
 - 1. Discuss Revenue Pledge Agreement (ATEC No. 1) by and between the CAB and District No. 1 (enclosure).
 - 2. Discuss and consider adoption of a Resolution authorizing District No. 1 to enter into a Revenue Pledge Agreement with the CAB for the purpose of providing revenue to the CAB, to fund the repayment of up to \$4,000,000,000 in Bonds to be issued by the CAB and for the purpose of providing revenue to the CAB not to exceed \$4,000,000,000 annually to fund administration, operations and maintenance costs of the CAB; approving the form of such Revenue Pledge Agreement; authorizing the execution and delivery by District No. 1 thereof and performance by District No. 1 thereunder; approving related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof (to be distributed).
 - 3. Discuss Revenue Pledge Agreement (ATEC No. 2) by and between the CAB and District No. 2 (enclosure).
 - 4. Discuss and consider adoption of a Resolution authorizing District No. 2 to enter into a Revenue Pledge Agreement with the CAB for the purpose of providing revenue to the CAB, to fund the repayment of up to \$4,000,000,000 in Bonds to be issued by the CAB and for the purpose of providing revenue to the CAB not to exceed \$4,000,000,000 annually to fund administration, operations and maintenance costs of the CAB; approving the form of such Revenue Pledge Agreement; authorizing the execution and delivery by District No. 2 thereof and performance by District No. 2 thereunder; approving related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof (to be distributed).

5. Discuss and consider approval of Amended and Restated Mill Levy Allocation Policy Agreement by and among the CAB, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, Aerotropolis Area Coordinating Metropolitan District, District No. 1, and District No. 2 (enclosure).
 6. Discuss and consider approval of Termination of Intergovernmental Agreement for Coordination of Facilities Funding for ATEC Development Area by and among District No. 1, the CAB and Aurora Tech Center Development, LLC (enclosure).
- B. Discuss May 3, 2022 Regular Director Election regarding new legislative requirements and related expenses for same.
1. Consider adoption of Resolutions Calling May 3, 2022 Election for Directors, appointing the Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 25, 2022. Discuss need for ballot issues and/or questions (enclosure).
 2. Discuss DEO services and authorize District President to obtain proposals and select provider.
- C. Other.

V. MANAGER MATTERS

- A. Discuss and consider approval of Master Service Agreement(s) for Accounting Services by and between the Districts and CliftonLarsonAllen LLP and related statement(s) of work (enclosure).

VI. CONSTRUCTION MATTERS

- A. Other.

VII. OTHER BUSINESS

- A. None.

VIII. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2021.

RESOLUTION NO. 2021-11-____**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ATEC METROPOLITAN DISTRICT NO. 1
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the ATEC Metropolitan District No. 1 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.
2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.
3. That regular meetings of the District Board for the year 2022 shall be held on _____ at 3:00 p.m. at 3900 E. 470 Beltway, Aurora, Colorado 80019 and virtually viz Zoom.
4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.
5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
7. That the District has established the following District Website, <https://www.theaurorahighlandscommunity.org>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
 - (a) Southern boundary of the District, north of E. 26th Avenue, Aurora
9. CliftonLarsonAllen LLP, or its designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

ATEC METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2021-11-____**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ATEC METROPOLITAN DISTRICT NO. 2
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the ATEC Metropolitan District No. 2 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.
2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.
3. That regular meetings of the District Board for the year 2022 shall be held on _____ at 3:00 p.m. at 3900 E. 470 Beltway, Aurora, Colorado 80019 and virtually viz Zoom.
4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.
5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
7. That the District has established the following District Website, <https://www.theaurorahighlandscommunity.org>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
 - (a) Southern boundary of the District, north of E. 26th Avenue, Aurora
9. CliftonLarsonAllen LLP, or its designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ATEC METROPOLITAN DISTRICT NOS. 1 & 2 (COLLECTIVELY THE “DISTRICTS”) HELD SEPTEMBER 20, 2021

A special meeting of the Boards of Directors of the Districts, County of Adams (referred to hereafter collectively as the “Boards”) was convened on Monday, September 20, 2021 at 3:21 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the Districts’ Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Deanna Hopper

Also in Attendance Were:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Denise Denslow, Celeste Terrell, Debra Sedgeley and Zach Leavitt;
CliftonLarsonAllen LLP (“CLA”)
Matthew Ruhland; Collins Cockrel & Cole P.C.
Cynthia “Cindy” Shearon; Aurora Highlands, LLC

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Boards members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director M. Hopper confirmed a quorum for the special meeting. The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts’ Boards meeting. Following discussion, upon motion

RECORD OF PROCEEDINGS

duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Boards determined that because there was not a suitable or convenient location within the Districts' boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with Ms. Shearon attending in person. The remaining Boards members and consultants attended the meeting via videoconference. The Boards further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the Districts' boundaries have been received.

Agenda: The Boards considered the proposed Agenda for the Districts' special meeting. Following discussion, upon motion duly made by Director D. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented and the absence of Director K. Sheldon was excused.

Public Comment: There was no public comment.

CONSENT AGENDA

The Board considered the following actions:

Review and consider approval of the Districts' November 12, 2020 special meeting minutes:

Following review, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Boards approved the consent agenda.

LEGAL MATTERS

Aerotropolis Regional Transportation Authority ("ARTA") 2021 Bond issuance: Attorney McGeady provided an overview of the status of the proposed ARTA 2021 Bond issuance with the Boards.

District's Notice of Intent to Undertake Certain Actions (45-Day period ended on September 19, 2021): Attorney McGeady informed the Boards that no objections under the Districts' Notice of Intent to Undertake Certain Actions had been received within the 45-Day objection period.

Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, Aerotropolis Area Coordinating Metropolitan District ("AACMD") and the Districts: Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director D. Hopper and, upon vote, unanimously carried, the Boards approved the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, AACMD and the

RECORD OF PROCEEDINGS

Districts.

Resolution authorizing ATEC Metropolitan District No. 1 (“District No. 1”) to enter into the Agreement for the purpose of securing debt obligations of the Aerotropolis Regional Transportation Authority in a maximum aggregate principal amount of up to \$600,000,000; approving the form of the Agreement and authorizing the execution and delivery thereof and performance by District No. 1 thereunder; authorizing District No. 1 to impose ad valorem property taxes in the amount of its ARI Mill Levy (within the meaning of its service plan and the Agreement) as and if required under the Agreement; authorizing the execution and delivery by District No. 1 of related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof (“District No. 1 Resolution”): Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director D. Hopper and, upon vote, unanimously carried, the District No. 1 Board adopted the District no. 1 Resolution.

Resolution authorizing ATEC Metropolitan District No. 2 (“District No. 2”) to enter into the Agreement for the purpose of securing debt obligations of the Aerotropolis Regional Transportation Authority in a maximum aggregate principal amount of up to \$600,000,000; approving the form of the Agreement and authorizing the execution and delivery thereof and performance by District No. 2 thereunder; authorizing District No. 2 to impose ad valorem property taxes in the amount of its ARI Mill Levy (within the meaning of its service plan and the Agreement) as and if required under the Agreement; authorizing the execution and delivery by District No. 2 of related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof (“District No. 2 Resolution”): Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the District No. 2 Board adopted the District No. 2 Resolution.

First Amendments to Resolution Nos. 2019-11-11; Resolutions Regarding Colorado Open Records Act Requests: Following review, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Boards adopted the

RECORD OF PROCEEDINGS

First Amendments to Resolution Nos. 2019-11-11; Resolutions Regarding Colorado Open Records Act Requests.

FINANCIAL MATTERS

District No. 1 2020 Audit: Ms. Sedgeley reviewed the 2020 Audit with the District No. 1 Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the District No. 1 Board approved the 2020 Audit, and authorized execution of the representation letter.

District No. 2 2020 Application for Exemption from Audit: Ms. Sedgeley reviewed the 2020 Application for Exemption from Audit with the District No. 2 Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the District No. 2 Board ratified approval of the preparation, execution and filing of the 2020 Application for Exemption from Audit.

MANAGER MATTERS

None.

CONSTRUCTION MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

Following discussion, upon motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board adjourned the meeting at 3:27 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Renewal Documents and Invoice 1/1/2022 to EOD 12/31/2022

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2022. Please review the attached Coverage Contribution instructions for details about your payment.

The following renewal documents are enclosed where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly.
2. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents on January 1, 2022.
3. Schedules: Lists of exposures and values.
4. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
5. Automobile identification cards: Hard copies will be mailed.
6. Quote for Excess Liability limits: Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend that you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
7. Net loss ratio comparison report by line of coverage: A comparison of losses over the last two years.



Renewal Notice

The annual contribution for your coverage with the Pool is due upon receipt of the invoice. To make a payment, please mail your check to

Colorado Special Districts Property & Liability Pool
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

McGriff Insurance Services, Inc.
1800 SW 1st Ave, Suite 400
Portland, OR 97201

Please include a copy of the invoice with your payment to ensure that it is accurately applied.

The Pool does not accept credit card payments; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with the wiring instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a request in writing by December 1, 2021 for consideration by the CSD Pool Board of Directors.

Another requirement for maintaining coverage with the Pool is adoption of the IGA and Resolution by each District's Board of Directors. The signed and executed agreements must be on file with the Pool Administrator within 60 days of initial binding of coverage with the Pool. This document is not required each year at renewal.

Finally, all members in the Pool must be members in good standing with the Special District Association of Colorado (SDA). The CSD Pool will non-renew coverage if the SDA determines that your membership dues are not current.

For billing questions, please email us at billing@csdpool.org or call us at 800-318-8870, ext. 3.

**Named Member:**

ATEC Metropolitan District No. 1
 CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
POL-0009207	61826	1/1/2022	EOD 12/31/2022	9/26/2021

Coverage	Contribution
General Liability	\$ 520.00
Crime	\$ 170.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 14.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00
Total Contribution	\$2,064

Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

Please include a copy of the invoice with your check.

Please Remit Payment to:

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 PO Box 1539
 Portland, OR 97207-1539

Payment Due Upon Receipt

Payment evidences acceptance of this coverage. NOTE: Terms of the Intergovernmental Agreement require timely payment to prevent automatic cancellation of coverage. Only the Colorado Special Districts Property and Liability Pool Board of Directors can extend the cancellation provision.



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 22

Certificate Number: POL-0009207

Coverage Period: 1/1/2022 to EOD 12/31/2022

Named Member:

ATEC Metropolitan District No. 1

CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$520
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$14
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution 1,894.00

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

Authorized Representative

Date: 9/26/2021

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: POL-0009207

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2022 to EOD 12/31/2022

Named Member:

ATEC Metropolitan District No. 1
CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$10,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$10,000
Client Theft:	\$10,000
Forgery or Alteration:	\$10,000
On Premises:	\$10,000
In Transit:	\$10,000
Computer System Fraud:	\$10,000
Funds Transfer Fraud:	\$10,000
Debit, Credit or Charge Card Fraud:	\$10,000
Money Orders and Counterfeit Paper Currency Fraud:	\$10,000
Social Engineering Fraud:	\$10,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

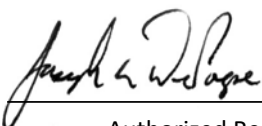
Contribution:

\$170

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by: 

 Authorized Representative

Identity Recovery Certificate Holder Declaration**Master Coverage Policy Number:**
CSD Pool IDR Form 01 01 21**Insurer:**
The Hartford Steam Boiler Inspection
and Insurance Company**Certificate Number:** POL-0009207**Coverage Period:** 1/1/2022 to EOD 12/31/2022**Named Member:**ATEC Metropolitan District No. 1
CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111**Broker of Record:**TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

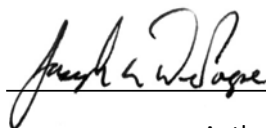
Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

Date: 9/26/2021



**General Liability Schedule
Metropolitan District**

Policy Number: POL-0009207
Named Member: ATEC Metropolitan District No. 1

Coverage Period: 1/1/2022 – EOD 12/31/2022
Broker: TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2022	12/31/2022
348	348-Number of Board Members	Total	5.00	1/1/2022	12/31/2022
900	900-Services Contracted out to Others	Dollars	45,000.00	1/1/2022	12/31/2022

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Annual Comparison of 2022 and 2021 contributions.
Loss Ratios based on participation years from 2014 to 2021

ATEC Metropolitan District No. 1

Year	Contribution
2022	\$2,064.00
2021	\$2,063.00
Difference	\$1.00
% Difference	0.05%

General Liability	Contribution	TOE
Yr. 2022	\$520.00	\$50,000.00
Yr. 2021	\$520.00	\$50,000.00
Difference		\$0.00
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2022	\$132.00	0
Yr. 2021	\$132.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2022	\$170.00
Yr. 2021	\$169.00
Difference	\$1.00
% Difference	0.59%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2022	\$65.00	\$0.00
Yr. 2021	\$65.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2022	\$1,163.00	0
Yr. 2021	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2022	\$0.00	\$0.00
Yr. 2021	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2022	\$14.00
Yr. 2021	\$14.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Excess Liability Options Proposal For 2022

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: ATEC Metropolitan District No. 1

Certificate Number: POL-0009207

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

Note: This is not your Coverage Document. It was created solely for informational purposes.

Sunday, September 26, 2021

Renewal Documents and Invoice 1/1/2022 to EOD 12/31/2022

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2022. Please review the attached Coverage Contribution instructions for details about your payment.

The following renewal documents are enclosed where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly.
2. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents on January 1, 2022.
3. Schedules: Lists of exposures and values.
4. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
5. Automobile identification cards: Hard copies will be mailed.
6. Quote for Excess Liability limits: Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend that you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
7. Net loss ratio comparison report by line of coverage: A comparison of losses over the last two years.



Renewal Notice

The annual contribution for your coverage with the Pool is due upon receipt of the invoice. To make a payment, please mail your check to

Colorado Special Districts Property & Liability Pool
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

McGriff Insurance Services, Inc.
1800 SW 1st Ave, Suite 400
Portland, OR 97201

Please include a copy of the invoice with your payment to ensure that it is accurately applied.

The Pool does not accept credit card payments; however, if you would like to make payment via wire transfer, please let us know and we will be happy to provide you with the wiring instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a request in writing by December 1, 2021 for consideration by the CSD Pool Board of Directors.

Another requirement for maintaining coverage with the Pool is adoption of the IGA and Resolution by each District's Board of Directors. The signed and executed agreements must be on file with the Pool Administrator within 60 days of initial binding of coverage with the Pool. This document is not required each year at renewal.

Finally, all members in the Pool must be members in good standing with the Special District Association of Colorado (SDA). The CSD Pool will non-renew coverage if the SDA determines that your membership dues are not current.

For billing questions, please email us at billing@csdpool.org or call us at 800-318-8870, ext. 3.

**Named Member:**

A TEC Metropolitan District No. 2
 CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
POL-0009245	61827	1/1/2022	EOD 12/31/2022	9/26/2021

Coverage	Contribution
General Liability	\$ 520.00
Crime	\$ 170.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 14.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00
Total Contribution	\$2,064

Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

Please include a copy of the invoice with your check.

Please Remit Payment to:

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 PO Box 1539
 Portland, OR 97207-1539

Payment Due Upon Receipt

Payment evidences acceptance of this coverage. NOTE: Terms of the Intergovernmental Agreement require timely payment to prevent automatic cancellation of coverage. Only the Colorado Special Districts Property and Liability Pool Board of Directors can extend the cancellation provision.



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 22

Certificate Number: POL-0009245

Coverage Period: 1/1/2022 to EOD 12/31/2022

Named Member:

ATEC Metropolitan District No. 2

CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$520
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$14
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution 1,894.00

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

Authorized Representative

Date: 9/26/2021



Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: POL-0009245

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2022 to EOD 12/31/2022

Named Member:

ATEC Metropolitan District No. 2
 CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$10,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$10,000
Client Theft:	\$10,000
Forgery or Alteration:	\$10,000
On Premises:	\$10,000
In Transit:	\$10,000
Computer System Fraud:	\$10,000
Funds Transfer Fraud:	\$10,000
Debit, Credit or Charge Card Fraud:	\$10,000
Money Orders and Counterfeit Paper Currency Fraud:	\$10,000
Social Engineering Fraud:	\$10,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

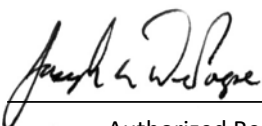
Contribution:

\$170

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by: 

 Authorized Representative

Identity Recovery Certificate Holder Declaration**Master Coverage Policy Number:**
CSD Pool IDR Form 01 01 21**Insurer:**
The Hartford Steam Boiler Inspection
and Insurance Company**Certificate Number:** POL-0009245**Coverage Period:** 1/1/2022 to EOD 12/31/2022**Named Member:**ATEC Metropolitan District No. 2
CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111**Broker of Record:**TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

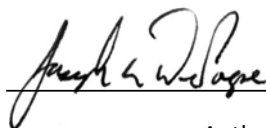
Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

Date: 9/26/2021



**General Liability Schedule
Metropolitan District**

Policy Number: POL-0009245
Named Member: ATEC Metropolitan District No. 2

Coverage Period: 1/1/2022 – EOD 12/31/2022
Broker: TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2022	12/31/2022
348	348-Number of Board Members	Total	5.00	1/1/2022	12/31/2022
900	900-Services Contracted out to Others	Dollars	45,000.00	1/1/2022	12/31/2022

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Annual Comparison of 2022 and 2021 contributions.
Loss Ratios based on participation years from 2014 to 2021

ATEC Metropolitan District No. 2

Year	Contribution
2022	\$2,064.00
2021	\$2,063.00
Difference	\$1.00
% Difference	0.05%

General Liability	Contribution	TOE
Yr. 2022	\$520.00	\$50,000.00
Yr. 2021	\$520.00	\$50,000.00
Difference		\$0.00
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2022	\$132.00	0
Yr. 2021	\$132.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2022	\$170.00
Yr. 2021	\$169.00
Difference	\$1.00
% Difference	0.59%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2022	\$65.00	\$0.00
Yr. 2021	\$65.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2022	\$1,163.00	0
Yr. 2021	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2022	\$0.00	\$0.00
Yr. 2021	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2022	\$0.00
Yr. 2021	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2022	\$14.00
Yr. 2021	\$14.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



Excess Liability Options Proposal For 2022

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: ATEC Metropolitan District No. 2

Certificate Number: POL-0009245

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

Note: This is not your Coverage Document. It was created solely for informational purposes.

Sunday, September 26, 2021

ATEC METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2022

**ATEC METROPOLITAN DISTRICT NO. 1
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ -	\$ 112	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	4,165	4,271	4,271	7,608
Property taxes - ARI	-	-	-	-	120
Specific ownership taxes	-	290	15	18	540
Developer advance	-	2,000,000	-	-	-
Other revenue	-	500	-	500	1,000
Total revenues	-	2,004,955	4,286	4,789	9,268
Total funds available	-	2,005,067	4,286	4,789	9,268
EXPENDITURES					
General Fund	-	5,067	4,286	4,789	2,023
Debt Service Fund	-	-	-	-	7,245
Capital Projects Fund	-	2,000,000	-	-	-
Total expenditures	-	2,005,067	4,286	4,789	9,268
Total expenditures and transfers out requiring appropriation	-	2,005,067	4,286	4,789	9,268
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
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ASSESSED VALUATION

Agricultural	\$ 3,030	\$ 3,070	\$ 3,070	\$ 3,070	\$ 2,930
State assessed	-	14,260	14,260	14,260	13,510
Personal property		101,680	101,680	101,680	200,940
Certified Assessed Value	\$ 3,030	\$ 119,010	\$ 119,010	\$ 119,010	\$ 217,380

MILL LEVY

General	35.000	35.000	35.000	35.000	6.000
Debt Service	0.000	0.000	0.000	0.000	29.000
ARI	0.000	0.000	0.000	0.000	0.556
Total mill levy	35.000	35.000	35.000	35.000	35.556

PROPERTY TAXES

General	\$ 106	\$ 4,165	\$ 4,165	\$ 4,165	\$ 1,304
Debt Service	-	-	-	-	6,304
ARI	-	-	-	-	120
Levied property taxes	106	4,165	4,165	4,165	7,728
Adjustments to actual/rounding	(106)	-	-	-	-
Prior year taxes	-	-	106	106	-
Budgeted property taxes	\$ -	\$ 4,165	\$ 4,271	\$ 4,271	\$ 7,728

BUDGETED PROPERTY TAXES

General	\$ -	\$ 4,165	\$ 4,271	\$ 4,271	\$ 1,304
Debt Service	-	-	-	-	6,304
ARI	-	-	-	-	120
	\$ -	\$ 4,165	\$ 4,271	\$ 4,271	\$ 7,728

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ 112	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	4,165	4,271	4,271	1,304
Property taxes - ARI	-	-	-	-	120
Specific ownership taxes	-	290	15	18	99
Other revenue	-	500	-	500	500
Total revenues	-	4,955	4,286	4,789	2,023
Total funds available	-	5,067	4,286	4,789	2,023
EXPENDITURES					
County Treasurer's fee	-	65	-	-	20
County Treasurer's Fee - ARI	-	-	-	-	2
Intergovernmental transfers - CAB	-	4,502	4,286	4,289	1,383
Intergovernmental transfers - ARTA	-	-	-	-	118
Contingency	-	500	-	500	500
Total expenditures	-	5,067	4,286	4,789	2,023
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	-	-	-	6,304
Specific ownership taxes	-	-	-	-	441
Other revenue	-	-	-	-	500
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,245</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,245</u>
EXPENDITURES					
County Treasurer's Fee	-	-	-	-	95
Intergovernmental transfers - CAB	-	-	-	-	6,650
Contingency	-	-	-	-	500
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,245</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,245</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Developer advance	-	2,000,000	-	-	-
Total revenues	<u>-</u>	<u>2,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>-</u>	<u>2,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES					
Capital Projects					
Capital outlay	-	2,000,000	-	-	-
Total expenditures	<u>-</u>	<u>2,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>2,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

ATEC Metropolitan District No. 1 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the “City”) approved the formation of ATEC Metropolitan District No. 2 (the “ATEC Districts”). The District was organized on November 19, 2019. The District was established to provide public streets, traffic and safety, water, sanitary and storm sewer, park and recreation, public transportation, communications systems, fire protection, security improvements, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

On November 5, 2019, the District’s voters authorized total general obligation indebtedness of \$56,000,000,000 for the above listed facilities and powers but, the District’s Service Plan limits the total indebtedness to \$4,000,000,000, with a maximum debt mill levy of 50.000 mills, subject to changes in the method of calculating residential assessed valuation. The maximum debt service mill levy shall not apply to the District’s ability to increase its mill levy necessary for the provision of operation and maintenance services. The Service Plan also restricts the District’s powers for fire protection, television relay and translation, and golf course construction unless the District enters into an agreement with the City allowing for these powers.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Section 29-1-105, C.R.S., using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The budgets are in accordance with the TABOR Amendment limitation. Emergency reserves required under TABOR have been provided.

Aerotropolis Area Coordinating Metropolitan District (“AACMD”), the City of Aurora and Adams County have established the Aerotropolis Regional Transportation Authority (“ARTA”), pursuant to an intergovernmental agreement entered on February 27, 2018, under the authority of the Regional Transportation Authority Law, Section 43-4-601, *et seq.*, C.R.S., in order to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements. Beginning in 2019, ARTA will impose an ARTA Mill Levy on the District. The District will deposit revenues from the ARTA Mill Levy with AACMD to provide for financing of the regional improvements through ARTA. If the ARTA Mill Levy in any given year is less than 5 mills, the District will impose an Aurora Regional Improvements (“ARI”) Mill Levy and will deposit the ARI Mill Levy revenues with AACMD to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

**ATEC METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

On November 21, 2019, the ATEC Districts, AACMD and The Aurora Highlands Metropolitan District Nos. 1-3 (collectively, the "CAB Districts") formed The Aurora Highlands Community Authority Board ("CAB") pursuant to intergovernmental agreement to govern the relationships between and among the CAB Districts with respect to the financing, construction, and operation of public improvements within their combined service area. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operations of public improvements benefiting the CAB Districts and their residents and owners

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property Taxes ARI

ARTA imposes a mill levy of 5.000 mills for payment of the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements as contemplated by ARTA (see "Services Provided" above). The District has agreed to levy an additional 0.556 mills due to a change in calculating the residential assessed valuation.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.5% of property taxes.

**ATEC METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (Continued)

County Treasurer's Fees ARI

County Treasurer's collection fees have been computed at 1.5% of property taxes ARI.

Administrative Expenditures

The District is a member of the CAB. The CAB will provide all of the operating and administrative expenditures, which include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance, meeting expense, and other administrative expenditures.

Intergovernmental Transfer CAB

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement. Pursuant to the Mill Levy Policy Agreement, the District agrees to ensure that the mill levies determined by the CAB each year are imposed and transferred to the CAB in accordance with the Capital Pledged Agreement (described below).

On June 30, 2020, the District entered into the Capital Pledge Agreements (the CPA) with the CAB and Zions Bancorporation, National Association, in its capacity as trustee under the 2020A and 2020B Bonds Indentures ("the Indentures"). On October 28, 2021, the CPA was terminated as a part of the 2021 Series A and 2021 Series B Bond issuances, and the Revenue Pledge Agreement was approved (the "RPA"). Per the RPA, the District agrees to pay such portion of their operations and financing costs as may be funded with the District's Pledged Revenue and Subordinate Pledged Revenue to the extent available to the Districts pursuant to the provisions of the RPA and the Amended Mill Levy Policy Agreement.

Payments to ARTA

Per the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levy, the District shall transfer all revenues derived from ARI Mill Levy to ARTA within sixty (60) days of the District's receipt.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since the District transfers nearly all of its TABOR eligible revenue to the CAB, the Emergency Reserve related to this revenue is accounted for in the CAB.

Debt and Leases

The District has no outstanding debt. Additionally, the District has no operating or capital leases.

This information is an integral part of the accompanying budget.

RESOLUTION NO. 2021-11-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF**

**ATEC METROPOLITAN DISTRICT NO. 1, ADAMS COUNTY, COLORADO,
PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND
REVENUES FOR EACH FUND, ADOPTING A BUDGET AND APPROPRIATING
SUMS OF MONEY FOR THE BUDGET YEAR 2022**

A. The Board of Directors of ATEC Metropolitan District No. 1 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

B. CliftonLarsonAllen LLP has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 4, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 1, ADAMS COUNTY, COLORADO:**

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT BUDGET AND
APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, Denise Denslow, hereby certify that I am the duly appointed Secretary of the ATEC Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the ATEC Metropolitan District No. 1 held on November 4, 2021.

Secretary

RESOLUTION NO. 2021-11-____

RESOLUTION TO SET MILL LEVIES

RESOLUTION OF ATEC METROPOLITAN DISTRICT NO. 1 LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE YEAR 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2022 BUDGET YEAR

A. The Board of Directors of ATEC Metropolitan District No. 1 (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on November 4, 2021.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 1, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, Denise Denslow, hereby certify that I am the duly appointed Secretary of ATEC Metropolitan District No. 1, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2022, duly adopted at a meeting of the Board of Directors of ATEC Metropolitan District No. 1 held on November 4, 2021.

Secretary

ATEC METROPOLITAN DISTRICT NO. 2
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2022

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	3	3	3	3
Other revenue	-	100	-	100	100
Total revenues	<u>-</u>	<u>103</u>	<u>3</u>	<u>103</u>	<u>103</u>
Total funds available	<u>-</u>	<u>103</u>	<u>3</u>	<u>103</u>	<u>103</u>
EXPENDITURES					
General and administrative					
Intergovernmental transfer- CAB	-	3	3	3	3
Contingency	-	100	-	100	100
Total expenditures	<u>-</u>	<u>103</u>	<u>3</u>	<u>103</u>	<u>103</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>103</u>	<u>3</u>	<u>103</u>	<u>103</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/1/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 9/30/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION					
Agricultural	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40
Certified Assessed Value	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>
MILL LEVY					
General	0.000	77.930	77.930	77.930	77.930
ARI	0.000	0.000	0.000	0.000	0.556
Total mill levy	<u>0.000</u>	<u>77.930</u>	<u>77.930</u>	<u>77.930</u>	<u>78.486</u>
PROPERTY TAXES					
General	\$ -	\$ 3	\$ 3	\$ 3	\$ 3
ARI	-	-	-	-	-
Levied property taxes	-	3	3	3	3
Adjustments to actual/rounding	-	-	-	-	-
Budgeted property taxes	<u>\$ -</u>	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 3</u>
BUDGETED PROPERTY TAXES					
General	\$ -	\$ 3	\$ 3	\$ 3	\$ 3
ARI	-	-	-	-	-
	<u>\$ -</u>	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 3</u>

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 2
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

ATEC Metropolitan District No. 2 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the “City”) approved the formation of ATEC Metropolitan District No. 1 (the “ATEC Districts”). The District was organized on November 19, 2019. The District was established to provide public streets, traffic and safety, water, sanitary and storm sewer, park and recreation, public transportation, communications systems, fire protection, security improvements, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

On November 5, 2019, the District’s voters authorized total general obligation indebtedness of \$56,000,000,000 for the above listed facilities and powers but, the District’s Service Plan limits the total indebtedness to \$4,000,000,000, with a maximum debt mill levy of 50.000 mills, subject to changes in the method of calculating residential assessed valuation. The maximum debt service mill levy shall not apply to the District’s ability to increase its mill levy necessary for the provision of operations and maintenance services. The Service Plan also restricts the District’s powers for fire protection, television relay and translation, and golf course construction unless the District enters into an agreement with the City allowing for these powers.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Section 29-1-105, C.R.S., using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The budgets are in accordance with the TABOR Amendment limitation. Emergency reserves required under TABOR have been provided.

Aerotropolis Area Coordinating Metropolitan District (“AACMD”), the City of Aurora and Adams County have established the Aerotropolis Regional Transportation Authority (“ARTA”), pursuant to an intergovernmental agreement entered into on February 27, 2018, under the authority of the Regional Transportation Authority Law, Section 43-4-601, *et seq.*, C.R.S., in order to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements. Beginning in 2019, ARTA will impose an ARTA Mill Levy on the District. The District will deposit revenues from the ARTA Mill Levy with AACMD to provide for financing of the regional improvements through ARTA. If the ARTA Mill Levy in any given year is less than 5 mills, the District will impose an Aurora Regional Improvements (“ARI”) Mill Levy and will deposit the ARI Mill Levy revenues with AACMD to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

**ATEC METROPOLITAN DISTRICT NO. 2
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

On November 21, 2019, the ATEC Districts, AACMD and The Aurora Highlands Metropolitan District Nos. 1-3 (collectively, the "CAB Districts") formed The Aurora Highlands Community Authority Board ("CAB") pursuant to intergovernmental agreement to govern the relationships between and among the CAB Districts with respect to the financing, construction, and operation of public improvements within their combined service area. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operations of public improvements benefiting the CAB Districts and their residents and owners.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property Taxes ARI

ARTA imposes a mill levy of 5.000 mills for payment of the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements as contemplated by ARTA (see "Services Provided" above). The District has agreed to levy an additional 0.556 mills due to a change in calculating the residential assessed valuation.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget at the mill levy adopted by the District, which includes the ARI mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Expenditures

County Treasurer's Fees

County Treasurer's collection fees have been computed at 1.5% of property taxes. No County Treasurer's Fees have been budgeted due to the low amount of taxes levied.

**ATEC METROPOLITAN DISTRICT NO. 2
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (Continued)

Administrative Expenditures

The District is a member of the CAB. The CAB will provide all of the operating and administrative expenditures, which include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance, meeting expense, and other administrative expenditures.

Intergovernmental Transfer CAB

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement. Pursuant to the Mill Levy Policy Agreement, the District agrees to ensure that the mill levies determined by the CAB each year are imposed and transferred to the CAB in accordance with the Capital Pledged Agreement (described below).

On June 30, 2020, the District entered into the Capital Pledge Agreements (the CPA) with the CAB and Zions Bancorporation, National Association, in its capacity as trustee under the 2020A and 2020B Bonds Indentures ("the Indentures"). On October 28, 2021, the CPA was terminated as a part of the 2021 Series A and 2021 Series B Bond issuances, and the Revenue Pledge Agreement was approved (the "RPA"). Per the RPA, the District agrees to pay such portion of their operations and financing costs as may be funded with the District's Pledged Revenue and Subordinate Pledged Revenue to the extent available to the Districts pursuant to the provisions of the RPA and the Amended Mill Levy Policy Agreement.

Payments to ARTA

Per the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levy, the District shall transfer all revenues derived from ART Mill Levy to ARTA within sixty (60) day of the District's receipt. No transfers have been budgeted in 2022 due to the low amount of taxes collected.

Debt and Leases

The District has no debt nor any operating or capital leases.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since all net revenue is transfer to the CAB, the Emergency Reserve for 2022, as defined under TABOR, is reflected in the CAB.

This information is an integral part of the accompanying budget.

RESOLUTION NO. 2021-11-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF**

**ATEC METROPOLITAN DISTRICT NO. 2, ADAMS COUNTY, COLORADO,
PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND
REVENUES FOR EACH FUND, ADOPTING A BUDGET AND APPROPRIATING
SUMS OF MONEY FOR THE BUDGET YEAR 2022**

A. The Board of Directors of ATEC Metropolitan District No. 2 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

B. CliftonLarsonAllen LLP has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 4, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 2, ADAMS COUNTY, COLORADO:**

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT BUDGET AND
APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, Denise Denslow, hereby certify that I am the duly appointed Secretary of the ATEC Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the ATEC Metropolitan District No. 2 held on November 4, 2021.

Secretary

RESOLUTION NO. 2021-11-____

RESOLUTION TO SET MILL LEVIES

RESOLUTION OF ATEC METROPOLITAN DISTRICT NO. 2 LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE YEAR 2021, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2022 BUDGET YEAR

A. The Board of Directors of ATEC Metropolitan District No. 2 (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on November 4, 2021.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 2, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, Denise Denslow, hereby certify that I am the duly appointed Secretary of ATEC Metropolitan District No. 2, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2022, duly adopted at a meeting of the Board of Directors of ATEC Metropolitan District No. 2 held on November 4, 2021.

Secretary

**EXECUTIVE SUMMARY OF REVENUE PLEDGE AGREEMENTS
AND DISTRICT MILL LEVIES**

Revenue Pledge Agreements

1. Six Revenue Pledge Agreements

a. Parties:

i. The Aurora Highlands Community CAB Board (the “**CAB**”) and one agreement for each of the Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”); ATEC Metropolitan District Nos. 1 and 2 (“**ATEC Nos. 1 and 2**”); and The Aurora Highlands Metropolitan District Nos. 1, 2, and 3 (“**TAH Nos. 1, 2, and 3**”).

b. Material Terms:

i. These Revenue Pledge Agreements will amend and replace the existing Capital Pledge Agreements entered into in 2020.

ii. Pursuant to each Revenue Pledge Agreement, each District agrees to impose a “Required Debt Service Mill Levy” and to remit the “Revenues” collected therefrom to pay and secure the CAB’s Bond obligations. The decision as to when to issue Bonds and what Revenues to pledge for the repayment of each Bond issuance is made by in the sole discretion of the CAB.

iii. Required Debt Service Mill Levies are to be imposed commencing in the “First Debt Service Mill Levy Imposition Year,” based on the triggers described on the chart attached.

iv. Each District also agrees to impose a “Required Operations Mill Levy” in the amounts as set forth on the chart attached, which amounts are reduced by the Required Debt Service Mill Levy when the triggers set forth on the chart attached occur.

v. The Revenue from the Required Debt Service Mill Levy constitute an indebtedness of each District as contemplated under Section 32-1-503, C.R.S., and any property included into one of the District’s will remain liable for the imposition of the Required Debt Service Mill Levy for that District even if it is later excluded from the District’s boundaries; unless, however, such excluded property is then included into one of the other Districts that has entered into a Revenue Pledge Agreement, or into another metropolitan district that has become a member of the CAB and has entered into a Revenue Pledge Agreement that meets the requirements of the excluding District’s Revenue Pledge Agreement, in which case it will only be liable for the Required Debt Service Mill Levy of the including District.

c. **Summary:** Each of the Districts agrees to impose a Required Debt Service Mill Levy and pledges the Revenue resulting from (i) the property tax revenues, (ii) specific ownership tax revenues, and (iii) PILOT revenues received resulting from the Required Debt Service Mill Levy to the CAB for use by the CAB in repayment of the CAB’s Bonds. In addition, each of the District’s agrees to impose a Required Operations Mill Levy and pledges

the Revenue resulting from (i) the property tax revenues, (ii) specific ownership tax revenues, and (iii) PILOT revenues received resulting from the Required Operations Mill Levy to the CAB for use by the CAB in payment of the CAB's administration, operations and maintenance expenses. Property will be included into each District's boundaries pursuant to the terms of one or more Amended and Restated Inclusion Agreement(s), which were approved on October 28, 2021.

d. **Action:** Review and approval by the Board of Directors of AACMD, ATEC No. 1, ATEC No. 2, TAH No. 1, TAH No. 2 and TAH No. 3 at the Special Board Meeting to be held on November 4, 2021.

**EXECUTIVE SUMMARY OF REVENUE PLEDGE AGREEMENTS
AND DISTRICT MILL LEVIES**

<u>DISTRICT</u>	<u>MILL LEVIES¹</u>								
	<u>Pre-Trigger</u>				<u>Trigger</u>	<u>Post-Trigger</u>			
	General Operating	Debt Service	ARI³ (ARTA)	TOTAL		General Operating	Debt Service	ARI³ (ARTA)	TOTAL
AACMD	0.000	0.000	0.000	0.000	\$10,00,000 AV	55.664	22.266	0.556	78.486
ATEC No. 1	35.000	0.000	0.000	35.000	Mill Levy imposition year 2024, collection year 2025	6.000	29.000	0.000	35.000
ATEC No. 2	35.000	0.000	0.000	35.000	Mill Levy imposition year 2024, collection year 2025	6.000	29.000	0.000	35.000
TAH No.1²	77.930	0.000	0.556	78.486	Mill Levy imposition year 2024, collection year 2025	55.664	22.266	0.556	78.486
TAH No. 2²	77.930	0.000	0.556	78.486	\$10,00,000 AV	55.664	22.266	0.556	78.486
TAH No. 3²	77.930	0.000	0.556	78.486	\$10,00,000 AV	55.664	22.266	0.556	78.486

¹ All Mill Levies are subject to change if the Residential Assessment Ratio is increased or decreased in future years.

² Mill Levies for all Residential Districts are subject to Gallagher Adjustment. In 2022, Residential District Mill Levies are adjusted to 77.930 for the General/Operating Fund and 0.556 for the ARI (ARTA) Mill Levy.

³ Pursuant to the IGAs Regarding Imposition, Collection, and Transfer of ARI Mill Levies, each District is to levy 5.000 mills *plus* applicable Gallagher Adjustment *less* the mill levy imposed by ARTA. In 2022, this results in an ARI (ARTA) Mill Levy of 0.556 for Residential Districts and 0.000 for Commercial Districts.

REVENUE PLEDGE AGREEMENT (ATEC NO. 1)

BETWEEN

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

AND

ATEC METROPOLITAN DISTRICT NO. 1

DATED DECEMBER __, 2021

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**REVENUE PLEDGE AGREEMENT
(ATEC NO. 1)**

This **REVENUE PLEDGE AGREEMENT (ATEC NO. 1)** (this “Agreement”), is entered into on this ___ day of December, 2021, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado (the “Authority”), and **ATEC METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“ATEC No. 1”).

All capitalized terms used in and not otherwise defined in the recitals below shall have the respective meanings ascribed to such terms in Section 1.02 hereof.

On the Effective Date, this Agreement shall supersede and replace in its entirety that certain ATEC No. 1 Capital Pledge Agreement dated June 30, 2020 by and among the Authority, ATEC No. 1, and Zions Bancorporation, National Association (the “Prior Agreement”).

RECITALS

WHEREAS, the Authority is a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado (the “State”), including particularly the Act; and

WHEREAS, ATEC No. 1 is a quasi-municipal corporation and political subdivision of the State duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly the Special District Act; and

WHEREAS, ATEC No. 1 was organized by an Order and Decree of the District Court for Adams County, Colorado (the “District Court”), issued on November 14, 2019 and recorded in the public records of the Clerk and Recorder of Adams County, Colorado, on November 19, 2019; and

WHEREAS, the Service Plan for ATEC Metropolitan District Nos. 1 and 2 was approved by the City Council of the City of Aurora, Colorado (the “City”), pursuant to Resolution No. R2018-74 adopted on August 6, 2018 (the “ATEC Service Plan”); and

WHEREAS, ATEC No. 1 and the other Financing Districts are authorized by the Special District Act to furnish certain public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with and subject to the limitations of their respective Service Plans (the “Authorized Improvements”); and

WHEREAS, ATEC No. 1 and the other Financing Districts were formed for the purpose of, among other things, providing the Authorized Improvements; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., ATEC No. 1, the other Financing Districts, and the Authority may

cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract (including the CABEA, defined below) may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt, and any such contract may be entered into for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governmental entities or authorities such as ATEC No. 1, the other Financing Districts, and the Authority; and

WHEREAS, ATEC No. 1, the other Financing Districts, and the Authority have entered into that certain First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (the “CABEA”), pursuant to which the Authority was formed and certain goals, duties and obligations of the Financing Districts were established; and

WHEREAS, under their respective Service Plans and the CABEA, the Financing Districts and the Authority are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of the Authorized Improvements serving and supporting development within the Service Area of the Authority, including within the Financing Districts, The Aurora Highlands Development and the Aurora Tech Center Development (collectively, the “Developments”); and

WHEREAS, the Authority and the Financing Districts have developed a long term financing plan to fund the Authorized Improvements serving and supporting the Developments (collectively, the “Public Improvements”), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates by the Authority from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time (as so amended from time to time, the “Long Term Capital Improvements Plan”); and

WHEREAS, ATEC No. 1 and the Authority have determined that the Public Improvements anticipated to be financed pursuant to the Long Term Capital Improvements Plan are needed and, due to the nature of the Public Improvements and proximity and interrelatedness of the Developments anticipated to occur within the Service Area of the Authority, will benefit the occupants, property owners and taxpayers in ATEC No. 1, in addition to the residents, occupants, property owners and taxpayers in the other Financing Districts; and

WHEREAS, Aurora Tech Center Development, LLC, a Colorado limited liability company (“ATEC Development LLC”), is the owner of certain real property located in the Service Area of the Authority and commonly known as Aurora Tech Center (the “Aurora Tech Center Development”); and

WHEREAS, ATEC Development LLC has constructed or has caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents,

occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, Aurora Highlands, LLC, a Nevada limited liability company (“Aurora Highlands LLC”), is an owner of certain real property located in the Service Area of the Authority and commonly known as The Aurora Highlands (“The Aurora Highlands Development” or “Aurora Highlands Development”), and has constructed or caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, the Board of Directors of the Authority (the “Authority Board”) and the Boards of Directors of each of the Financing Districts (collectively, the “Governing Boards”) have determined that it is necessary to pay and/or reimburse ATEC Development LLC and Aurora Highlands LLC for the costs of such Public Improvements; and

WHEREAS, the Governing Boards have also determined that in the future other property owners, developers, homebuilders and others may also construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, in furtherance of carrying out the Long Term Capital Improvements Plan; and

WHEREAS, for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan, the Governing Boards have determined that the Authority shall from time to time issue bonds or other indebtedness (as more particularly defined in Section 1.02, hereof, the “CAB Obligations”); and

WHEREAS, for the purpose of providing funds to pay and secure CAB Obligations issued from time to time by the Authority, the Governing Boards have determined that each of the Financing Districts shall impose their respective debt service mill levies, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion; provided that the Authority acknowledges that State law imposes restrictions on revenue derived from imposition of debt service mill levies; and

WHEREAS, for the purpose of funding from time to time the costs and expenses of the Authority relating to administration, operations, maintenance, and other general purposes (as more particularly defined in Section 1.02 hereof, the “CAB Operating Costs”), the Governing Boards have determined that each of the Financing Districts shall impose their respective operations and maintenance mill levies, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion; and

WHEREAS, at an election of the eligible electors of ATEC No. 1 duly called and held on November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 1 Election”), a majority of eligible electors voting at such election voted in favor of, *inter alia*, the ad valorem property taxation by ATEC No. 1 for the purposes of deriving revenue for payment of administration, operations and maintenance costs, and the entering into of one or more intergovernmental agreements by ATEC No. 1 and issuance of debt and imposition of taxes for the payment thereof for the purpose of funding certain improvements and facilities, the ballot questions relating thereto being attached as Exhibit A hereto; and

WHEREAS, the returns of the ATEC No. 1 Election were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of the ATEC No. 1 Election were certified by ATEC No. 1 by certified mail to the governing body of a municipality that has adopted a resolution of approval of ATEC No. 1 pursuant to Section 32-1-204.5, C.R.S., and with the division of securities created by Section 11-51-701, C.R.S., within 45 days after the ATEC No. 1 Election; and

WHEREAS, pursuant to the ATEC No. 1 Election, ATEC No. 1 has the following amounts of voted authorization for the following purposes:

Voted Debt Authorization ATEC No. 1 Election	
Purpose	Principal Amount
Street	\$4,000,000,000
Traffic and Safety	4,000,000,000
Water	4,000,000,000
Sanitation	4,000,000,000
Parks and recreation	4,000,000,000
Transportation	4,000,000,000
Mosquito Control	4,000,000,000
Fire Protection	4,000,000,000
Security	4,000,000,000
Television Relay and Translation	4,000,000,000
Intergovernmental Agreements	4,000,000,000
TOTAL	\$44,000,000,000

WHEREAS, regardless of its debt authorization pursuant to the ATEC No. 1 Election, ATEC No. 1’s Service Plan limits the total debt permitted to be issued by ATEC No. 1 to \$4,000,000,000; and

WHEREAS, the Board of ATEC No. 1 (the “Board”) has determined that ATEC No. 1 shall impose its debt service mill levy in the amounts, at the times and as otherwise provided in this Agreement for the purposes of providing revenue to the Authority to pay and secure CAB Obligations, and ATEC No. 1 shall transfer all such revenue to or at the direction of the Authority as soon as practicable after the receipt thereof (as more particularly defined in Section 1.02 hereof, the “Payment Obligation”); and

WHEREAS, the Board has determined that the execution and delivery of this Agreement and the performance of its obligations hereunder are in the best interests of ATEC No. 1, its residents, its property owners, and its taxpayers; and

WHEREAS, the Authority shall in its sole discretion, subject to applicable law and the terms of the CABEA, determine how the moneys transferred to the Authority by ATEC No. 1 in furtherance of satisfying ATEC No. 1's Payment Obligation hereunder shall be expended; provided, however, that in no event shall the Payment Obligation of ATEC No. 1 hereunder exceed the limits set forth herein; and

WHEREAS, the Payment Obligation of ATEC No. 1 made pursuant to this Agreement is made and issued pursuant to the provisions of Title 32, Article 1, Part 11, C.R.S., the Service Plan for ATEC No. 1, and all other laws hereunto enabling; and

WHEREAS, Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that all or any provisions of the Supplemental Act may be applied by any public entity (which public entity includes any district organized or acting pursuant to the provisions of the Special District Act, such as ATEC No. 1, and any authority organized or acting pursuant to the Act, such as the Authority) to securities (which securities include any financial contract authorized to be issued by such public entity under other laws of the State, such as this Agreement) issued by such public entity if the issuing authority (being the governing body of any public entity in which the laws of the State vest the authority to issue securities through an act of issuance) of such public entity elects in an act of issuance to so apply all or any provisions of the Supplemental Act to the issuance of such securities; and

WHEREAS, ATEC No. 1 and the Authority specifically elect to apply all of the provisions of the Supplemental Act to this Agreement and the Payment Obligation other than the provisions of 11-57-207(1)(a), C.R.S., relating to a forty-year maturity with respect to securities issued by a public entity, which shall not apply to this Agreement nor to the Payment Obligation of ATEC No. 1 hereunder; and

WHEREAS, the Board of ATEC No. 1 hereby determines to allocate the maximum principal amount of its Payment Obligation under this Agreement as set forth below, provided, however, that such allocation is subject to change if the Board determines that an alternative allocation is necessary in order to effectuate the transactions contemplated under this Agreement and the CABEA, and any such variance shall not require an amendment to this Agreement or notice to or consent of any person; provided, however, that ATEC No. 1 shall make (or cause to be made) the appropriate notations and updates as to the actual uses of such electoral authorization in its annual audited financial statements:

ATEC No. 1 Election Allocation of Voted Authorization			
Purpose	Voted Authorization Available	Voted Authorization Allocated to Revenue Pledge Agreement (ATEC No. 1)	Voted Authorization Remaining
Street	\$4,000,000,000	\$-0-	\$4,000,000,000
Traffic and Safety	4,000,000,000	-0-	4,000,000,000
Water	4,000,000,000	-0-	4,000,000,000
Sanitation	4,000,000,000	-0-	4,000,000,000
Parks and recreation	4,000,000,000	-0-	4,000,000,000
Transportation	4,000,000,000	-0-	4,000,000,000
Mosquito Control	4,000,000,000	-0-	4,000,000,000
Fire Protection	4,000,000,000	-0-	4,000,000,000
Security	4,000,000,000	-0-	4,000,000,000
Television Relay and Translation	4,000,000,000	-0-	4,000,000,000
Intergovernmental Agreements	4,000,000,000	4,000,000,000	-0-
TOTAL	<u>\$44,000,000,000</u>	<u>\$4,000,000,000</u>	<u>\$40,000,000,000</u>

; and

WHEREAS, ATEC No. 1 has duly authorized the execution and delivery of this Agreement; and

WHEREAS, upon the execution and delivery of this Agreement, the Prior Agreement shall terminate, be cancelled, and no longer be in force or effect; and

WHEREAS, all things necessary to make this Agreement the valid obligation of ATEC No. 1, in accordance with their and its terms, have been done.

COVENANTS

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement, the term “now” means the date of execution of this Agreement, and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in the Recitals hereto and Section 1.02 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

(e) All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

Section 1.02. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized throughout this Agreement shall have the respective meanings set forth in the Recitals hereto and below:

“*Act*” means Title 29, Article 1, Part 2, C.R.S.

“*Additional District*” means an Eligible District the property within which has been or is planned to be developed for non-residential uses and/or Alternative Residential Uses.

“*Additional District Required Debt Service Mill Levy*” means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional District each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 29 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which the Additional District is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which the Additional District is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional District Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional District’s electoral authorization, and if the Additional District Required Debt Service Mill Levy as calculated pursuant to the

foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional District's electoral authorization or create a material departure from its service plan, the Additional District Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional District's service plan occurs.

"Additional District Required Operations Mill Levy" means:

(a) Subject to paragraphs (b) and (c) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Additional District each year in the amount of 35 mills *less* the number of mills equal to the applicable Additional District Required Debt Service Mill Levy; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which the Additional District is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which the Additional District is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the Authority determines that the number of mills to be imposed by the Additional District in the current tax levy year as calculated pursuant to paragraph (a) above would derive tax revenue in the related tax collection year in an amount greater than the amount of revenue necessary to fund the CAB Operations Annual Budget for the Fiscal Year corresponding to such tax collection year and if, prior to December 1 of such tax levy year, the Authority provides to the Additional District a writing directing the Additional District to impose a mill levy of fewer mills than would otherwise be imposed if calculated pursuant to paragraph (a) above and such writing specifies the number of mills to be imposed by the Additional District in such tax levy year, the Additional District may impose such lesser number of mills as set forth in such writing from the Authority and such lesser number of mills shall constitute the Additional District Required Operations Mill Levy for that tax levy year.

(c) Notwithstanding anything herein to the contrary, in no event may the Additional District Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional District's electoral authorization, and if the Additional District Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional District's electoral authorization or create a material departure from its service plan, the Additional District Required Operations Mill

Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional District's service plan occurs.

"Additional District Revenue Pledge Agreement" means an agreement between an Additional District and the Authority having substantially the same terms as this Agreement, the revenue from which the Authority has pledged to CAB Obligations which constitute the same CAB Obligations to which the Authority has pledged the District No. 1 Debt Service Revenues.

"Additional Residential District" means an Eligible District the property within which has been or is planned to be developed for residential uses *other than* Alternative Residential Uses.

"Additional Residential District Required Debt Service Mill Levy" means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional Residential District each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 50 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional Residential District Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional Residential District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional Residential District's electoral authorization, and if the Additional Residential District Required Debt Service Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional Residential District's electoral authorization or create a material departure from its service plan, the Additional Residential District Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional Residential District's service plan occurs.

"Additional Residential District Required Operations Mill Levy" means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional Residential District each year in the amount of 70 mills *less* the number of mills equal to the applicable Additional Residential Required Debt Service Mill Levy; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of

calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, such mill levy shall be increased or decreased reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional Residential District Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional Residential District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional Residential District's electoral authorization, and if the Additional Residential District Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional Residential District's electoral authorization or create a material departure from its service plan, the Additional Residential District Required Operations Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional Residential District's service plan occurs.

"Additional Residential District Revenue Pledge Agreement" means an agreement between an Additional Residential District and the Authority having substantially the same terms as this Agreement, the revenue from which the Authority has pledged to CAB Obligations which constitute the same CAB Obligations to which the Authority has pledged the District No. 1 Debt Service Revenues.

"Agreement" means this Revenue Pledge Agreement (ATEC No. 1) and any amendment hereto made in accordance herewith.

"Alternative Residential Uses" means (a) any residential use which comprises or is planned to comprise any portion of a mixed-use development, and/or (b) real property that is developed or anticipated to be developed for residential uses having or allowing a density equal to or exceeding fifteen (15) units to the acre.

"ATEC Development LLC" means Aurora Tech Center Development, LLC, a Colorado limited liability company and owner of certain real property in the Aurora Tech Center Development, its successors and permitted assigns.

"ATEC No. 1" means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

"ATEC No. 1 Debt Service PILOT Revenues" means that portion of PILOT Revenues allocable to the ATEC No. 1 Required Debt Service Mill Levy.

"ATEC No. 1 Debt Service Property Tax Revenues" means all moneys derived from imposition by ATEC No. 1 of the ATEC No. 1 Required Debt Service Mill Levy, net of fees of

the County Treasurer and any tax refunds or abatements authorized by or on behalf of the County.

“*ATEC No. 1 Debt Service Revenues*” means, collectively, the following, net of any costs of collection (to the extent not previously deducted by definition):

- (a) all ATEC No. 1 Debt Service Property Tax Revenues;
- (b) all ATEC No. 1 Debt Service Specific Ownership Tax Revenues; and
- (c) all ATEC No. 1 Debt Service PILOT Revenues.

“*ATEC No. 1 Debt Service Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to ATEC No. 1 pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ATEC No. 1 Required Debt Service Mill Levy.

“*ATEC No. 1 Election*” means the election of the eligible electors of ATEC No. 1 duly called and held on November 5, 2019 in accordance with law and pursuant to due notice.

“*ATEC No. 1 Operations PILOT Revenues*” means that portion of the PILOT Revenues allocable to the ATEC No. 1 Required Operations Mill Levy.

“*ATEC No. 1 Operations Property Tax Revenues*” means all moneys derived from imposition by ATEC No. 1 of the ATEC No. 1 Required Operations Mill Levy, net of fees of the County Treasurer and any tax refunds or abatements authorized by or on behalf of the County.

“*ATEC No. 1 Operations Revenues*” means, collectively, the following, net of any costs of collection (to the extent not previously deducted by definition):

- (a) all ATEC No. 1 Operations Property Tax Revenues;
- (b) all ATEC No. 1 Operations Specific Ownership Tax Revenues; and
- (c) all ATEC No. 1 Operations PILOT Revenues.

“*ATEC No. 1 Operations Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to ATEC No. 1 pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ATEC No. 1 Required Operations Mill Levy.

“*ATEC No. 1 Required Debt Service Mill Levy*” means:

- (a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of ATEC No. 1 each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 29 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which ATEC No. 1 is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an

impact on any class or classes of property upon which ATEC No. 1 is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may ATEC No. 1 Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause ATEC No. 1 to derive tax revenue in any year in excess of the maximum tax increases permitted by ATEC No. 1's electoral authorization, and if ATEC No. 1 Required Debt Service Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by ATEC No. 1's electoral authorization or create a material departure from its service plan, ATEC No. 1 Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from ATEC No. 1's service plan occurs.

"ATEC No. 1 Required Operations Mill Levy" means:

(a) Subject to paragraphs (b) and (c) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of ATEC No. 1 each year in the amount of 35 mills *less* the number of mills equal to ATEC No. 1 Required Debt Service Mill Levy; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which ATEC No. 1 is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which ATEC No. 1 is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the Authority determines that the number of mills to be imposed by ATEC No. 1 in the current tax levy year as calculated pursuant to paragraph (a) above would derive tax revenue in the related tax collection year in an amount greater than the amount of revenue necessary to fund the CAB Operations Annual Budget for the Fiscal Year corresponding to such tax collection year and if, prior to December 1 of such tax levy year, the Authority provides to ATEC No. 1 a writing directing ATEC No. 1 to impose a mill levy of fewer mills than would otherwise be imposed if calculated pursuant to paragraph (a) above and such writing specifies the number of mills to be imposed by ATEC No. 1 in such tax levy year, ATEC No. 1 may impose such lesser number of mills

as set forth in such writing from the Authority and such lesser number of mills shall constitute ATEC No. 1 Required Operations Mill Levy for that tax levy year.

(c) Notwithstanding anything herein to the contrary, in no event may ATEC No. 1 Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause ATEC No. 1 to derive tax revenue in any year in excess of the maximum tax increases permitted by ATEC No. 1's electoral authorization, and if ATEC No. 1 Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by ATEC No. 1's electoral authorization or create a material departure from its service plan, ATEC No. 1 Required Operations Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from ATEC No. 1's service plan occurs.

"ATEC No. 1 Specific Ownership Tax Revenues" means the specific ownership taxes remitted to ATEC No. 1 pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ATEC No. 1 Required Debt Service Mill Levy.

"ATEC No. 2" means ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

"ATEC No. 2 Required Debt Service Mill Levy" has the meaning set forth in the ATEC No. 2 Revenue Pledge Agreement.

"ATEC No. 2 Revenue Pledge Agreement" means that certain Revenue Pledge Agreement (ATEC No. 2), dated as of December ___, 2021, between the Authority and ATEC No. 2.

"ATEC Service Plan" means the Service Plan for ATEC Metropolitan District Nos. 1 and 2 approved by City Council pursuant to Resolution No. R2018-74 adopted on August 6, 2018, as the same may be amended or modified from time to time.

"Aurora Highlands Development" or *"The Aurora Highlands Development"* means real property located in the Service Area of the Authority and commonly known as The Aurora Highlands.

"Aurora Highlands LLC" means Aurora Highlands, LLC, a Nevada limited liability company and owner of certain real property in the The Aurora Highlands Development, its successors and permitted assigns.

"Aurora Tech Center Development" means the planned development anticipated to consist of industrial and other non-residential uses and anticipated to occur generally East of Powhatan Road within the Service Area of the Authority.

"Authority" means The Aurora Highlands Community Authority Board, a public corporation and political subdivision duly organized and existing under the constitution and laws of the State, including particularly the Act.

“*Authority Board*” means the the lawfully organized Board of Directors of the Authority, being the governing body thereof.

“*Authorized Improvements*” means the public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission, that ATEC No. 1 and the other Financing Districts are authorized by the Special District Act to furnish certain in accordance with and subject to the limitations of their respective Service Plans.

“*Board*” means the lawfully organized Board of Directors of ATEC No. 1, being the governing body thereof.

“*Board of County Commissioners*” means the Board of County Commissioners for Adams County, Colorado.

“*Boards*” means, collectively, the lawfully organized Boards of Directors of each of the Financing Districts, being the governing bodies thereof, respectively.

“*CAB Obligations*” means bonds, loans, notes and other obligations issued by the Authority (a) for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Authority Board.

“*CAB Operating Costs*” means the costs and expenses from time to time of the Authority relating to: (a) the existence and operation of the Authority and the Financing Districts, including administration, statutory compliance and other general purposes, and (b) the operation and maintenance of the Public Improvements; whether paid or payable by the Authority directly or reimbursed or reimbursable by the Authority in accordance with one or more advance or funding agreements.

“*CAB Operations Annual Budget*” means, with respect to any applicable year (which year constitutes a tax levy year within the meaning of this Agreement), the final budget approved and adopted by the Authority Board for the related Fiscal Year (which year constitutes a tax collection year within the meaning of this Agreement).

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 by and among the Financing Districts and the Authority, as the same may be modified, amended or restated from time to time in accordance with the provisions thereof.

“*City*” means the City of Aurora, Colorado.

“*City Council*” means the City Council of the City of Aurora, Colorado, being the governing body thereof.

“*Colorado Municipal Bond Supervision Act*” means Title 11, Article 59, Part 1, C.R.S.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Coordinating District Required Debt Service Mill Levy*” has the meaning assigned to such term in the Coordinating District Revenue Pledge Agreement.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement dated December ____, 2021 between the Authority and the Coordinating District.

“*Coordinating District Service Plan*” means the First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District approved by City Council pursuant to Resolution No. R2017-67 adopted on October 16, 2017, as the same may be amended or modified from time to time.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*County*” means Adams County, Colorado.

“*County Assessor*” means the Assessor of Adams County, Colorado.

“*County Treasurer*” means the Treasurer of Adams County, Colorado.

“*Developments*” means, collectively, the development within the Financing Districts, including The Aurora Highlands Development and the Aurora Tech Center Development.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 1 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 1 Revenue Pledge Agreement.

“*District No. 1 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement dated as of December ____, 2021, between the Authority and District No. 1.

“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 2 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 2 Revenue Pledge Agreement.

“*District No. 2 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement dated as of December ____, 2021, between the Authority and District No. 2.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 3 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement (District No. 3), dated as of December ___, 2021, between the Authority and District No. 3.

“*Effective Date*” means the date on which this Agreement is executed and delivered by the Authority and ATEC No. 1.

“*Financing Districts*” means, collectively: (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) ATEC No. 1; (e) ATEC No. 2; (f) if and when the Coordinating District is required to include property within its boundaries in accordance with the CABEA and impose its mill levies in accordance with the Coordinating District Revenue Pledge Agreement, the Coordinating District; (g) each Additional Residential District, if any; and (h) each Additional District, if any.

“*First Debt Service Mill Levy Imposition Year*” means:

(a) with respect to the ATEC No. 1 Required Debt Service Mill Levy: tax levy year 2024 (for collection in 2025);

(b) with respect to an Additional Residential District Required Debt Service Mill Levy, the earlier to occur of:

(i) the first tax levy year in which the Financing District the property from which was excluded for inclusion into such Additional Residential District is obligated to impose its Required Debt Service Mill Levy under its applicable Revenue Pledge Agreement; *or*

(ii) the first tax levy year in which such Additional Residential District is legally authorized to impose its mill levies; and

(c) with respect to an Additional District Required Debt Service Mill Levy: the first tax levy year in which such Additional District is legally authorized to impose its mill levies.

“*Governing Boards*” means, collectively, the Authority Board and the Boards.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority and the Financing Districts to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates by the Authority from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over such extended period of time.

“*Maximum Mill Levy Imposition Term*” has the meaning set forth in the ATEC Service Plan, provided that to the extent the provisions of the Service Plan relating to the Maximum Mill Levy Imposition Term are revised after the date of this Agreement, such revisions shall apply to this defined term, its meaning within this Agreement, and the application thereof hereunder. *For*

avoidance of doubt, while the ATEC Service Plan includes the concept of a Maximum Mill Levy Imposition Term, such limitation applies *only to residential property*, and it is expected that no residential property will ever be within the boundaries of ATEC No. 1 and, accordingly, that such limitation will not apply to ATEC No. 1's obligations to impose its ATEC No. 1 Required Debt Service Mill Levy hereunder.

“*Operations Mill Levy Differential*” means the number of mills by which the ATEC No. 1 Required Operations Mill Levy exceeds 6 mills.

“*Payment Obligation*” has the meaning set forth in Section 2.02(c) hereof.

“*PILOT*” means the payment in lieu of taxes imposed pursuant to the PILOT Covenant.

[“*PILOT Covenant*” means certain Declaration of Payment in Lieu of Taxes made as of June 29, 2020 by Green Valley East, LLC, a Colorado limited liability company, GVRE 470 LLC, a Colorado limited liability company, GVR King LLC, a Colorado limited liability company, SJSI Investments, LLC, a Nevada limited liability company, GVR King Commercial, LLC, a Colorado limited liability company, Aurora Highlands, LLC, a Nevada limited liability company, Aurora Highlands Holdings, LLC, a Colorado limited liability company, Aurora Tech Center Holdings, LLC, a Colorado limited liability company, and Aurora Tech Center Development, LLC, a Colorado limited liability company and recorded on June 30, 2020, at Reception No. 2020000059148 in the Adams County records, [as amended pursuant to _____], providing for a payment in lieu of taxes charged against certain real and personal property described therein, which real and personal property has been deemed by the County Assessor to be exempt from payment of ad valorem taxes, all as set forth in the PILOT Covenant.]

“*PILOT Revenues*” means all revenue derived from the imposition and collection of the PILOT in accordance with the PILOT Covenant.

“*Prior Agreement*” means the ATEC No. 1 Capital Pledge Agreement dated June 30, 2020 by and among the Authority, ATEC No. 1, and Zions Bancorporation, National Association.

“*Public Improvements*” means the Authorized Improvements serving and supporting the Developments.

“*Required Debt Service Mill Levy*” means, as applicable, any one or more of the following: (a) the District No. 1 Required Debt Service Mill Levy; (b) the District No. 2 Required Debt Service Mill Levy; (c) the District No. 3 Required Debt Service Mill Levy; (d) the Coordinating District Required Debt Service Mill Levy; (e) the ATEC No. 1 Required Debt Service Mill Levy; (f) the ATEC No. 2 Required Debt Service Mill Levy; (g) an Additional District Required Debt Service Mill Levy; and/or (h) an Additional Residential District Required Debt Service Mill Levy.

“*Residential Districts Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by City Council

pursuant to Resolution No. R2017-69 adopted on October 16, 2017, as the same may be amended or modified from time to time.

“*Revenue Pledge Agreement*” means, as applicable, any one or more of the following: (a) the District No. 1 Revenue Pledge Agreement; (b) the District No. 2 Revenue Pledge Agreement; (c) the District No. 3 Revenue Pledge Agreement; (d) the Coordinating District Revenue Pledge Agreement; (e) the ATEC No. 1 Revenue Pledge Agreement; (f) the ATEC No. 2 Revenue Pledge Agreement; (g) an Additional District Revenue Pledge Agreement; and/or (h) an Additional Residential District Revenue Pledge Agreement.

“*Service Plans*” means, collectively: (a) the Residential Districts Service Plan (which constitutes the service plan for District No. 1, District No. 2 and District No. 3; (b) the Coordinating District Service Plan; and (c) the ATEC Service Plan (which constitutes the service plan for ATEC No. 2 and ATEC No. 1).

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Special District Act*” means Title 32, Article 1, C.R.S.

“*State*” means the State of Colorado.

“*Supplemental Act*” means Title 11, Article 57, Part 2, C.R.S.

“*Tax Certificate*” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended and in effect as of any applicable date, in connection with the issuance or reissuance of CAB Obligations.

“*Termination Date*” means first date on which all of following have occurred: (a) no CAB Obligations are then outstanding; (b) all assets of the Authority have been conveyed to another governmental entity in accordance with the CABEA and other applicable State law; and (c) the Authority has been dissolved.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. Electoral Authorization.

(a) The authorization for taxation, issuance of debt, multiple fiscal year financial obligations, and other constitutional matters requiring voter approval for purposes of this Agreement was obtained pursuant to the ATEC No. 1 Election. The performance by ATEC No. 1 of its obligations under this Agreement requires no further electoral approval.

(b) *Limits of Electoral Authorization.* In no event shall the total or annual obligations of ATEC No. 1 hereunder exceed the maximum amounts permitted under the

ATEC No. 1 Election. Upon payment by ATEC No. 1 hereunder of the maximum amounts authorized by the ATEC No. 1 Election, the obligations of ATEC No. 1 under this Agreement will be deemed defeased and no longer outstanding.

Section 2.02. Multiple Fiscal Year Financial Obligations; Payment Obligation.

(a) The obligations of ATEC No. 1 under this Agreement constitute multiple fiscal year financial obligations of ATEC No. 1.

(b) ATEC No. 1 shall impose its ATEC No. 1 Required Debt Service Mill Levy as provided in Section 2.04 hereof.

(c) For the purposes of providing revenue to the Authority to fund the repayment of CAB Obligations issued by the Authority in an amount not to exceed \$4,000,000,000 and to fund CAB Operating Costs in an aggregate amount not to exceed \$4,000,000,000 annually, ATEC No. 1 shall transfer or cause to be transferred to or at the direction of the Authority all ATEC No. 1 Revenues as soon as practicable after the receipt thereof (the "Payment Obligation").

Section 2.03. Prepayment Prohibited. Because the actual dollar amount of ATEC No. 1's obligations hereunder cannot be ascertained with any certainty at any time, ATEC No. 1 shall not be permitted at any time to prepay its obligations hereunder.

Section 2.04. Imposition of ATEC No. 1 Required Debt Service Mill Levy. Commencing on the Effective Date and, subject to the limitations of the Maximum Mill Levy Imposition Term to the extent it applies to taxable property of ATEC No. 1, continuing through and including the year in which the Termination Date occurs:

(a) ATEC No. 1 covenants and agrees to levy or cause to be levied on all of the taxable property of District, in addition to all other taxes, direct annual taxes in each year in the amount of the ATEC No. 1 Required Debt Service Mill Levy. Nothing herein shall be construed to require ATEC No. 1 to impose a debt service mill levy which is in excess of the ATEC No. 1 Required Debt Service Mill Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board to the board or boards of county commissioners of each county in which taxable real or personal property of ATEC No. 1 is located, showing the aggregate amount of ATEC No. 1's Required Debt Service Mill Levy to be levied from time to time.

(c) The amount of revenue derived from the performance of ATEC No. 1's obligations to impose the ATEC No. 1 Required Debt Service Mill Levy each year as provided in Section 2.04(a) above are hereby appropriated for the purpose of paying such amounts to the Authority to pay and secure CAB Obligations, and such amounts as appropriate for each year shall be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year.

(d) It shall be the duty of ATEC No. 1, annually, at the time and in the manner provided by law for the levying of ATEC No. 1's taxes, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes specified in this Section 2.04, and the Board shall levy, certify, and collect such taxes in the manner provided by law.

(e) The ad valorem property taxes specified in this Section 2.04 shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to ATEC No. 1 as provided by law, and ATEC No. 1 shall pay such amounts to the Authority as provided herein.

(f) The Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Section 2.04.

Section 2.05. Imposition of ATEC No. 1 Required Operations Mill Levy. Commencing on the Effective Date and, subject to the limitations of the Maximum Mill Levy Imposition Term to the extent it applies to taxable property of ATEC No. 1, continuing through and including the year in which the Termination Date occurs:

(a) ATEC No. 1 covenants and agrees to levy or cause to be levied on all of the taxable property of District, in addition to all other taxes, direct annual taxes in each year in the amount of the ATEC No. 1 Required Operations Mill Levy. Nothing herein shall be construed to require ATEC No. 1 to impose an operations mill levy which is in excess of the ATEC No. 1 Required Operations Mill Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board to the board or boards of county commissioners of each county in which taxable real or personal property of ATEC No. 1 is located, showing the aggregate amount of ATEC No. 1's Required Operations Mill Levy to be levied from time to time.

(c) The amount of revenue derived from the performance of ATEC No. 1's obligations to impose the ATEC No. 1 Required Operations Mill Levy each year as provided in Section 2.05(a) above are hereby appropriated for the purpose of paying such amounts to the Authority to pay CAB Operating Costs and such amounts as appropriate for each year shall be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year.

(d) It shall be the duty of ATEC No. 1, annually, at the time and in the manner provided by law for the levying of ATEC No. 1's taxes, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes specified in this Section 2.05, and the Board shall levy, certify, and collect such taxes in the manner provided by law.

(e) The ad valorem property taxes specified in this Section 2.05 shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when

collected said taxes shall be paid to ATEC No. 1 as provided by law, and ATEC No. 1 shall pay such amounts to the Authority as provided herein.

(f) The Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Section 2.05.

Section 2.06. Payment and Application of ATEC No. 1 Revenues.

(a) ATEC No. 1 hereby agrees to remit to or at the direction of the Authority, as soon as is practicable upon the receipt thereof, all amounts constituting ATEC No. 1 Revenues.

(b) All amounts payable by ATEC No. 1 hereunder shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to or at the direction of the Authority.

(c) Subject to applicable law and the provisions of the CABEA, the CAB shall apply all ATEC No. 1 Revenues in the manner, to the purposes, at the times and in the amounts as determined by the Authority Board, in its sole discretion.

Section 2.07. No Impairment of Obligations.

(a) No provisions of any constitution, statute, resolution or other order or measure enacted after the Effective Date of this Agreement shall in any manner be construed as limiting or impairing the obligation of ATEC No. 1 to levy ad valorem property taxes, or as limiting or impairing the obligation of ATEC No. 1 to levy, administer, enforce and collect the ad valorem property taxes as provided herein, or as limiting or impairing the obligation of ATEC No. 1 to transfer all ATEC No. 1 Revenues to or at the direction of the Authority.

(b) In addition, and without limiting the generality of the foregoing Section 2.07(a), the obligations of ATEC No. 1 to transfer funds to or at the direction of the Authority as provided herein shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of ATEC No. 1 to properly disclose, pursuant to State law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of meetings of ATEC No. 1 as set forth in its official minutes.

Section 2.08. Limited Defenses; Specific Performance. ATEC No. 1 understands and agrees that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and ATEC No. 1 agrees that notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its Payment Obligation, or take or fail to take any action which would delay a payment to, or on behalf of, the Authority, or impair the ability of the Authority or its designated agent to receive transfers of ATEC No. 1 Revenues payable hereunder. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of ATEC No. 1, in the event that ATEC No. 1 believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.08, it shall, nevertheless, make all transfers of

ATEC No. 1 Revenues as described herein and then may attempt or seek to recover such revenue or portions thereof by actions at law or in equity for damages or specific performance, respectively.

Section 2.09. Future Exclusion of Property.

(a) The parties to this Agreement hereby agree that ATEC No. 1's obligations under this Agreement to impose the ATEC No. 1 Required Debt Service Mill Levy and transfer the ATEC No. 1 Revenues allocable thereto to or at the direction of the Authority as provided herein constitutes "indebtedness" as contemplated by Section 32-1-503, C.R.S. Any property excluded from ATEC No. 1 after the date hereof is to remain liable for the imposition of the ATEC No. 1 Required Debt Service Mill Levy (and the transfer of the ATEC No. 1 Revenues allocable thereto to or at the direction of the Authority) in accordance with the provisions hereof, to the same extent as such property that, by virtue of being included within the boundaries of ATEC No. 1, shall be and remain liable for indebtedness of ATEC No. 1, as provided in Section 32-1-503, C.R.S.

(b) Notwithstanding the provisions of Section 2.09(a) above, in order to prevent double taxation:

(i) if such excluded property is included into District No. 1, District No. 2, District No. 3, or an Additional Residential District, then such excluded property is to remain liable for the imposition of the ATEC No. 1 Required Debt Service Mill Levy until the earlier to occur of such time as: (A) District No. 1 begins imposing the District No. 1 Required Debt Service Mill Levy; (B) District No. 2 begins imposing the District No. 2 Required Debt Service Mill Levy; (C) District No. 3 begins imposing the District No. 3 Required Debt Service Mill Levy; or (D) the Additional Residential District begins imposing the Additional Residential District Required Debt Service Mill Levy, at which time such property is to be liable only for the District No. 1 Required Debt Service Mill Levy, the District No. 2 Required Debt Service Mill Levy, the District No. 3 Required Debt Service Mill Levy, or the Additional Residential District Required Debt Service Mill Levy, as applicable

(ii) if such excluded property is included into ATEC No. 2 or an Additional District, then such excluded property is to remain liable for the imposition of the ATEC No. 1 Required Debt Service Mill Levy until the earlier to occur of such time as: (A) ATEC No. 2 begins imposing the ATEC No. 2 Required Debt Service Mill Levy or (B) the Additional District begins imposing the Additional District Required Debt Service Mill Levy, at which time such property is to be liable only for the ATEC No. 2 Required Debt Service Mill Levy or the Additional District Required Debt Service Mill Levy, as applicable; and

(iii) if such excluded property is included into the Coordinating District, then such excluded property is to remain liable for the imposition of the ATEC No. 1 Required Debt Service Mill Levy until such time as the Coordinating District begins imposing the Coordinating District Required Debt Service Mill

Levy, if ever, at which time, if it occurs, such property is to be liable only for the Coordinating District Required Debt Service Mill Levy.

(c) In the event that any court order providing for the exclusion of property from ATEC No. 1 does not specify that such excluded property is liable for the obligations relating to the ATEC No. 1 Required Debt Service Mill Levy as set forth herein, ATEC No. 1 hereby agrees to take or cause to be taken all commercially reasonable actions to cause the property owners of such excluded property to covenant to assume all responsibilities relating to the ATEC No. 1 Required Debt Service Mill Levy under this Agreement, and the Authority shall have the right to approve the form and content of any such covenant.

Section 2.10. No Other ATEC No. 1 Obligations. ATEC No. 1 shall not issue or incur any obligations or enter into any agreements obligating ATEC No. 1 to levy ad valorem property taxes for the payment thereof, pay ATEC No. 1 Revenue or any portion thereof to any person other than the Authority (or as directed in writing by the Authority), conflict with the provisions of this Agreement, or otherwise encumber in any manner the ATEC No. 1 Revenue or any portion thereof.

Section 2.11. Additional Covenants.

(a) At least once a year, ATEC No. 1 will either cause an audit to be performed of the records relating to its revenues and expenditures or, if applicable under State statute, will apply for an audit exemption, and ATEC No. 1 shall use its best efforts to have such audit report or application for audit exemption completed no later than September 30 of each calendar year. The foregoing covenant will apply notwithstanding any different time requirements for the completion of such audit or application for audit exemption under State law. In addition, at least once a year in the time and manner provided by law, ATEC No. 1 will cause a budget to be prepared and adopted. Copies of the budget and the audit or audit exemption will be filed and recorded in the places, time, and manner provided by law.

(b) ATEC No. 1 agrees to make best efforts to assist Aurora Highlands LLC, ATEC Development LLC, and the Authority in the provision of information on an ongoing basis concerning development occurring within the boundaries of ATEC No. 1 in accordance with the requirements of any continuing disclosure obligations entered into by the Authority in connection with any CAB Obligations.

(c) ATEC No. 1 agrees to comply on an ongoing basis with all of the requirements of any and all Tax Certificates relating to restrictions on the use of the property that is acquired and financed or refinanced with proceeds of CAB Obligations and located within the jurisdiction of ATEC No. 1. ATEC No. 1 agrees, promptly upon request by the Authority, to provide the Authority (or to any person as directed in writing by the Authority) with information necessary for the Authority to comply on an ongoing basis with the requirements of a Tax Certificate.

(d) ATEC No. 1 shall maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its ability to comply with or terminate its obligations hereunder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of ATEC No. 1. ATEC No. 1 hereby makes the following representations and warranties with respect to itself:

(a) It is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

(b) It has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. Its execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(c) It is not in violation of any of the applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect its ability to perform its obligations hereunder. The execution, delivery and performance by it of this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment, or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting its operations or activities in a manner that could reasonably be expected to result in a material adverse effect, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of its revenues or other assets pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which it is a party other than the lien and encumbrance created by the terms of this Agreement or which purports to be binding upon it or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(d) It has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by it of this Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which it is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best of its knowledge threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best of its knowledge is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of it to perform its obligations under, this Agreement.

(f) This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. The occurrence or existence of any one or more of the following events shall be an "Event of Default" hereunder, and there shall be no default or Event of Default hereunder except as provided in this Section:

(a) ATEC No. 1 fails or refuses to impose the ATEC No. 1 Required Debt Service Mill Levy or to remit the ATEC No. 1 Revenues as required by the terms of this Agreement;

(b) any representation or warranty made by any party in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party;

(c) any party fails in the performance of any other of its covenants in this Agreement, and such failure continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to any of the parties hereto;

(d) (i) any party shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) hereof and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(e) ATEC No. 1 commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement.

Section 4.02. Remedies For Events of Default. Upon the occurrence and continuance of an Event of Default, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Default by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of ATEC No. 1 Revenues. The creation, perfection, enforcement, and priority of the pledge of ATEC No. 1 Revenues to secure ATEC No. 1's Payment Obligation shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The ATEC No. 1 Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against ATEC No. 1 and/or the Authority irrespective of whether such persons have notice of such lien.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of ATEC No. 1, or any officer or agent of ATEC No. 1 acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Payment Obligation. Such recourse shall not be available either directly or indirectly through the Board or ATEC No. 1, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, each of ATEC No. 1 and the Authority specifically waives any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement contains a recital that it is issued pursuant to certain provisions of the Supplemental Act (other than the provisions of 11-57-207(1)(a), C.R.S. relating to a forty-year maturity with respect to securities issued by a public entity which the Authority and ATEC No. 1 have elected not to apply), and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than 30 days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices, consents or approvals required or permitted to be given under this Agreement shall be in writing and shall be

hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

If to the Authority: The Aurora Highlands Community Authority Board
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Attention: Denise Denslow
Telephone: 303.779.5710
Email: denise.denslow@claconnect.com

With a copy to: The Aurora Highlands Community Authority Board
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254
Telephone: 303.592.4380
Email: legalnotices@specialdistrictlaw.com

If to ATEC No. 1: ATEC Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Englewood, Colorado 80111
Attention: Denise Denslow
Telephone: 303-779-5710
Email: denise.denslow@claconnect.com

With a copy to: ATEC Metropolitan District No. 1
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254
Telephone: 303.592.4380
Email: legalnotices@specialdistrictlaw.com

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any of ATEC No. 1 and/or the Authority, by written notice so provided, may change the address to which future notices shall be sent.

Section 5.06. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the laws of the State of Colorado without giving effect to conflicts of laws principles.

(e) Venue for any and all claims brought by any party to enforce any provisions of this Agreement shall be the District Court in and for the County of Adams, State of Colorado.

(f) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties.

(g) If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Agreement, shall be a Saturday, Sunday, legal holiday or a day on which U.S. banking institutions are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement.

(h) Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(i) This Agreement 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.

(j) The Authority shall have the right to access and review ATEC No. 1's records and accounts, on reasonable times during regular daytime office hours, for purposes of determining compliance by ATEC No. 1 with the terms of this Agreement. Such access shall be subject to the provisions of the Public Records Act of the State contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(k) ATEC No. 1 hereby covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its respective obligations hereunder.

Section 5.07. Colorado Municipal Bond Supervision Act. ATEC No. 1 recognizes that its obligations under this Agreement to impose the ATEC No. 1 Required Debt Service Mill Levy and to remit the ATEC No. 1 Revenues to or at the direction of the Authority in accordance with the provisions hereof may constitute a “bond” under Title 11, Article 59, C.R.S. (the “Colorado Municipal Bond Supervision Act”). Accordingly, ATEC No. 1 has found and determined as set forth below, for purposes of the Colorado Municipal Bond Supervision Act:

(a) ATEC No. 1 is obligated to remit the ATEC No. 1 Revenues to or at the direction of the Authority for use by the Authority in the Authority’s sole discretion as all other legally available revenues of the Authority. ATEC No. 1 understands that, subject to applicable law and the provisions of the CABEA, all or a portion of the ATEC No. 1 Revenues payable by ATEC No. 1 to or at the direction of the Authority hereunder may be pledged by the Authority as security or collateral for an issuance of CAB Obligations, which securities issued on or after the date hereof are anticipated to be issued in authorized denominations of \$500,000 or integral multiples of \$1,000 in excess thereof (provided that such securities issued by the Authority are not subject to the Colorado Municipal Bond Supervision Act). Furthermore, ATEC No. 1 understands that the total principal amount of the securities issued by the Authority and payable, in part, from the ATEC No. 1 Debt Service Revenues, is not expected to exceed \$4,000,000,000.

(b) No portion of ATEC No. 1’s Payment Obligation hereunder is assignable by the Authority without the consent of ATEC No. 1, and the Authority understands and acknowledges that in no event will ATEC No. 1 consent to a partial assignment of such Payment Obligations.

(c) ATEC No. 1’s Payment Obligation is not divisible, is deemed to be issued and transferable (if at all, in the sole discretion of ATEC No. 1) in a single authorized denomination equal to the principal amount of the CAB Obligations issued by the Authority from time to time (authorized in the principal amount of up to \$4,000,000,000), which will be not less than \$500,000 or integral multiples of \$1,000 in excess thereof, and is exempt from the registration requirements of the Colorado Municipal Bond Supervision Act in accordance with Rule 59-10.3. Such District has caused to be filed a claim of exemption under the Colorado Municipal Bond Supervision Act on such basis.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective as of the Effective Date and shall remain in effect until the Termination Date.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, ATEC No. 1 and the Authority have executed this Agreement as of the day and year first above written.

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado

President

ATTESTED:

Assistant Secretary

ATEC METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

President

ATTESTED:

Assistant Secretary

[Signature Page Revenue Pledge Agreement (ATEC No. 1)]

EXHIBIT A
DEBT BALLOT QUESTIONS
ATEC NO. 1 ELECTION

REVENUE PLEDGE AGREEMENT (ATEC NO. 2)

BETWEEN

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

AND

ATEC METROPOLITAN DISTRICT NO. 2

DATED DECEMBER __, 2021

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**REVENUE PLEDGE AGREEMENT
(ATEC NO. 2)**

This **REVENUE PLEDGE AGREEMENT (ATEC NO. 2)** (this “Agreement”), is entered into on this ___ day of December, 2021, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado (the “Authority”), and **ATEC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“ATEC No. 2”).

All capitalized terms used in and not otherwise defined in the recitals below shall have the respective meanings ascribed to such terms in Section 1.02 hereof.

On the Effective Date, this Agreement shall supersede and replace in its entirety that certain ATEC No. 2 Commercial Capital Pledge Agreement dated June 30, 2020 by and among the Authority, ATEC No. 2, and Zions Bancorporation, National Association (the “Prior Agreement”).

RECITALS

WHEREAS, the Authority is a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado (the “State”), including particularly the Act; and

WHEREAS, ATEC No. 2 is a quasi-municipal corporation and political subdivision of the State duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly the Special District Act; and

WHEREAS, ATEC No. 2 was organized by an Order and Decree of the District Court for Adams County, Colorado (the “District Court”), issued on November 15, 2019 and recorded in the public records of the Clerk and Recorder of Adams County, Colorado, on November 19, 2019; and

WHEREAS, the Service Plan for ATEC Metropolitan District Nos. 1 and 2 was approved by the City Council of the City of Aurora, Colorado (the “City”), pursuant to Resolution No. R2018-74 adopted on August 6, 2018 (the “ATEC Service Plan”); and

WHEREAS, ATEC No. 2 and the other Financing Districts are authorized by the Special District Act to furnish certain public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with and subject to the limitations of their respective Service Plans (the “Authorized Improvements”); and

WHEREAS, ATEC No. 2 and the other Financing Districts were formed for the purpose of, among other things, providing the Authorized Improvements; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., ATEC No. 2, the other Financing Districts, and the Authority may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract (including the CABEA, defined below) may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt, and any such contract may be entered into for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governmental entities or authorities such as ATEC No. 2, the other Financing Districts, and the Authority; and

WHEREAS, ATEC No. 2, the other Financing Districts, and the Authority have entered into that certain First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (the “CABEA”), pursuant to which the Authority was formed and certain goals, duties and obligations of the Financing Districts were established; and

WHEREAS, under their respective Service Plans and the CABEA, the Financing Districts and the Authority are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of the Authorized Improvements serving and supporting development within the Service Area of the Authority, including within the Financing Districts, The Aurora Highlands Development and the Aurora Tech Center Development (collectively, the “Developments”); and

WHEREAS, the Authority and the Financing Districts have developed a long term financing plan to fund the Authorized Improvements serving and supporting the Developments (collectively, the “Public Improvements”), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates from time to time by the Authority to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time (as so amended from time to time, the “Long Term Capital Improvements Plan”); and

WHEREAS, ATEC No. 2 and the Authority have determined that the Public Improvements anticipated to be financed pursuant to the Long Term Capital Improvements Plan are needed and, due to the nature of the Public Improvements and proximity and interrelatedness of the Developments anticipated to occur within the Service Area of the Authority, will benefit the occupants, property owners and taxpayers in ATEC No. 2, in addition to the residents, occupants, property owners and taxpayers in the other Financing Districts; and

WHEREAS, Aurora Tech Center Development, LLC, a Colorado limited liability company (“ATEC Development LLC”), is the owner of certain real property located in the Service Area of the Authority and commonly known as Aurora Tech Center (the “Aurora Tech Center Development”); and

WHEREAS, ATEC Development LLC has constructed or has caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the

construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, Aurora Highlands, LLC, a Nevada limited liability company (“Aurora Highlands LLC”), is an owner of certain real property located in the Service Area of the Authority and commonly known as The Aurora Highlands (“The Aurora Highlands Development” or “Aurora Highlands Development”), and has constructed or caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, the Board of Directors of the Authority (the “Authority Board”) and the Boards of Directors of each of the Financing Districts (collectively, the “Governing Boards”) have determined that it is necessary to pay and/or reimburse ATEC Development LLC and Aurora Highlands LLC for the costs of such Public Improvements; and

WHEREAS, the Governing Boards have also determined that in the future other property owners, developers, homebuilders and others may also construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, in furtherance of carrying out the Long Term Capital Improvements Plan; and

WHEREAS, for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan, the Governing Boards have determined that the Authority shall from time to time issue bonds or other indebtedness (as more particularly defined in Section 1.02, hereof, the “CAB Obligations”); and

WHEREAS, for the purpose of providing funds to pay and secure CAB Obligations issued from time to time by the Authority, the Governing Boards have determined that each of the Financing Districts shall impose their respective debt service mill levies, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion; provided that the Authority acknowledges that State law imposes restrictions on revenue derived from imposition of debt service mill levies; and

WHEREAS, for the purpose of funding from time to time the costs and expenses of the Authority relating to administration, operations, maintenance, and other general purposes (as more particularly defined in Section 1.02 hereof, the “CAB Operating Costs”), the Governing Boards have determined that each of the Financing Districts shall impose their respective operations and maintenance mill levies, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion; and

WHEREAS, at an election of the eligible electors of ATEC No. 2 duly called and held on November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 2 Election”), a majority of eligible electors voting at such election voted in favor of, *inter alia*, the ad valorem property taxation by ATEC No. 2 for the purposes of deriving revenue for payment of administration, operations and maintenance costs, and the entering into of one or more intergovernmental agreements by ATEC No. 2 and issuance of debt and imposition of taxes for the payment thereof for the purpose of funding certain improvements and facilities, the ballot questions relating thereto being attached as Exhibit A hereto; and

WHEREAS, the returns of the ATEC No. 2 Election were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of the ATEC No. 2 Election were certified by ATEC No. 2 by certified mail to the governing body of a municipality that has adopted a resolution of approval of ATEC No. 2 pursuant to Section 32-1-204.5, C.R.S., and with the division of securities created by Section 11-51-701, C.R.S., within 45 days after the ATEC No. 2 Election; and

WHEREAS, pursuant to the ATEC No. 2 Election, ATEC No. 2 has the following amounts of voted authorization for the following purposes:

Voted Debt Authorization ATEC No. 2 Election	
Purpose	Principal Amount
Street	\$4,000,000,000
Traffic and Safety	4,000,000,000
Water	4,000,000,000
Sanitation	4,000,000,000
Parks and recreation	4,000,000,000
Transportation	4,000,000,000
Mosquito Control	4,000,000,000
Fire Protection	4,000,000,000
Security	4,000,000,000
Television Relay and Translation	4,000,000,000
Intergovernmental Agreements	4,000,000,000
TOTAL	\$44,000,000,000

WHEREAS, regardless of its debt authorization pursuant to the ATEC No. 2 Election, ATEC No. 2’s Service Plan limits the total debt permitted to be issued by ATEC No. 2 to \$4,000,000,000; and

WHEREAS, the Board of ATEC No. 2 (the “Board”) has determined that ATEC No. 2 shall impose its debt service mill levies and its operations mill levies in the amounts, at the times and as otherwise provided in this Agreement for the purposes of providing revenue to the Authority to pay and secure CAB Obligations and to fund CAB Operating Costs, and ATEC No. 2 shall transfer all such revenue to or at the direction of the Authority as soon as practicable after the receipt thereof (as more particularly defined in Section 1.02 hereof, the “Payment Obligation”); and

WHEREAS, the Board has determined that the execution and delivery of this Agreement and the performance of its obligations hereunder are in the best interests of ATEC No. 2, its residents, its property owners, and its taxpayers; and

WHEREAS, the Authority shall in its sole discretion, subject to applicable law and the terms of the CABEA, determine how the moneys transferred to the Authority by ATEC No. 2 in furtherance of satisfying ATEC No. 2's Payment Obligation hereunder shall be expended; provided, however, that in no event shall the Payment Obligation of ATEC No. 2 hereunder exceed the limits set forth herein; and

WHEREAS, the Payment Obligation of ATEC No. 2 made pursuant to this Agreement is made and issued pursuant to the provisions of Title 32, Article 1, Part 11, C.R.S., the Service Plan for ATEC No. 2, and all other laws hereunto enabling; and

WHEREAS, Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that all or any provisions of the Supplemental Act may be applied by any public entity (which public entity includes any district organized or acting pursuant to the provisions of the Special District Act, such as ATEC No. 2, and any authority organized or acting pursuant to the Act, such as the Authority) to securities (which securities include any financial contract authorized to be issued by such public entity under other laws of the State, such as this Agreement) issued by such public entity if the issuing authority (being the governing body of any public entity in which the laws of the State vest the authority to issue securities through an act of issuance) of such public entity elects in an act of issuance to so apply all or any provisions of the Supplemental Act to the issuance of such securities; and

WHEREAS, ATEC No. 2 and the Authority specifically elect to apply all of the provisions of the Supplemental Act to this Agreement and the Payment Obligation other than the provisions of 11-57-207(1)(a), C.R.S., relating to a forty-year maturity with respect to securities issued by a public entity, which shall not apply to this Agreement nor to the Payment Obligation of ATEC No. 2 hereunder; and

WHEREAS, the Board of ATEC No. 2 hereby determines to allocate the maximum principal amount of its Payment Obligation under this Agreement as set forth below, provided, however, that such allocation is subject to change if the Board determines that an alternative allocation is necessary in order to effectuate the transactions contemplated under this Agreement and the CABEA, and any such variance shall not require an amendment to this Agreement or notice to or consent of any person; provided, however, that ATEC No. 2 shall make (or cause to be made) the appropriate notations and updates as to the actual uses of such electoral authorization in its annual audited financial statements:

ATEC No. 2 Election Allocation of Voted Authorization			
Purpose	Voted Authorization Available	Voted Authorization Allocated to Revenue Pledge Agreement (ATEC No. 2)	Voted Authorization Remaining
Street	\$4,000,000,000	\$-0-	\$4,000,000,000
Traffic and Safety	4,000,000,000	-0-	4,000,000,000
Water	4,000,000,000	-0-	4,000,000,000
Sanitation	4,000,000,000	-0-	4,000,000,000
Parks and recreation	4,000,000,000	-0-	4,000,000,000
Transportation	4,000,000,000	-0-	4,000,000,000
Mosquito Control	4,000,000,000	-0-	4,000,000,000
Fire Protection	4,000,000,000	-0-	4,000,000,000
Security	4,000,000,000	-0-	4,000,000,000
Television Relay and Translation	4,000,000,000	-0-	4,000,000,000
Intergovernmental Agreements	4,000,000,000	4,000,000,000	-0-
TOTAL	<u>\$44,000,000,000</u>	<u>\$4,000,000,000</u>	<u>\$40,000,000,000</u>

; and

WHEREAS, ATEC No. 2 has duly authorized the execution and delivery of this Agreement; and

WHEREAS, upon the execution and delivery of this Agreement, the Prior Agreement shall terminate, be cancelled, and no longer be in force or effect; and

WHEREAS, all things necessary to make this Agreement the valid obligation of ATEC No. 2, in accordance with their and its terms, have been done.

COVENANTS

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement, the term “now” means the date of execution of this Agreement, and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in the Recitals hereto and Section 1.02 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

(e) All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

Section 1.02. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized throughout this Agreement shall have the respective meanings set forth in the Recitals hereto and below:

“*Act*” means Title 29, Article 1, Part 2, C.R.S.

“*Additional District*” means an Eligible District the property within which has been or is planned to be developed for non-residential uses and/or Alternative Residential Uses.

“*Additional District Required Debt Service Mill Levy*” means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional District each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 29 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which the Additional District is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which the Additional District is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional District Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional District’s electoral authorization, and if the Additional District Required Debt Service Mill Levy as calculated pursuant to the

foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional District's electoral authorization or create a material departure from its service plan, the Additional District Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional District's service plan occurs.

"Additional District Required Operations Mill Levy" means:

(a) Subject to paragraphs (b) and (c) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Additional District each year in the amount of 35 mills *less* the number of mills equal to the applicable Additional District Required Debt Service Mill Levy; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which the Additional District is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which the Additional District is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the Authority determines that the number of mills to be imposed by the Additional District in the current tax levy year as calculated pursuant to paragraph (a) above would derive tax revenue in the related tax collection year in an amount greater than the amount of revenue necessary to fund the CAB Operations Annual Budget for the Fiscal Year corresponding to such tax collection year and if, prior to December 1 of such tax levy year, the Authority provides to the Additional District a writing directing the Additional District to impose a mill levy of fewer mills than would otherwise be imposed if calculated pursuant to paragraph (a) above and such writing specifies the number of mills to be imposed by the Additional District in such tax levy year, the Additional District may impose such lesser number of mills as set forth in such writing from the Authority and such lesser number of mills shall constitute the Additional District Required Operations Mill Levy for that tax levy year.

(c) Notwithstanding anything herein to the contrary, in no event may the Additional District Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional District's electoral authorization, and if the Additional District Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional District's electoral authorization or create a material departure from its service plan, the Additional District Required Operations Mill

Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional District's service plan occurs.

"Additional District Revenue Pledge Agreement" means an agreement between an Additional District and the Authority having substantially the same terms as this Agreement, the revenue from which the Authority has pledged to CAB Obligations which constitute the same CAB Obligations to which the Authority has pledged the District No. 1 Debt Service Revenues.

"Additional Residential District" means an Eligible District the property within which has been or is planned to be developed for residential uses *other than* Alternative Residential Uses.

"Additional Residential District Required Debt Service Mill Levy" means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional Residential District each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 50 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional Residential District Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional Residential District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional Residential District's electoral authorization, and if the Additional Residential District Required Debt Service Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional Residential District's electoral authorization or create a material departure from its service plan, the Additional Residential District Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional Residential District's service plan occurs.

"Additional Residential District Required Operations Mill Levy" means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the applicable Additional Residential District each year in the amount of 70 mills *less* the number of mills equal to the applicable Additional Residential Required Debt Service Mill Levy; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of

calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, such mill levy shall be increased or decreased reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the Additional Residential District Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause the Additional Residential District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Additional Residential District's electoral authorization, and if the Additional Residential District Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Additional Residential District's electoral authorization or create a material departure from its service plan, the Additional Residential District Required Operations Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Additional Residential District's service plan occurs.

"Additional Residential District Revenue Pledge Agreement" means an agreement between an Additional Residential District and the Authority having substantially the same terms as this Agreement, the revenue from which the Authority has pledged to CAB Obligations which constitute the same CAB Obligations to which the Authority has pledged the District No. 1 Debt Service Revenues.

"Agreement" means this Revenue Pledge Agreement (ATEC No. 2) and any amendment hereto made in accordance herewith.

"Alternative Residential Uses" means (a) any residential use which comprises or is planned to comprise any portion of a mixed-use development, and/or (b) real property that is developed or anticipated to be developed for residential uses having or allowing a density equal to or exceeding fifteen (15) units to the acre.

"ATEC Development LLC" means Aurora Tech Center Development, LLC, a Colorado limited liability company and owner of certain real property in the Aurora Tech Center Development, its successors and permitted assigns.

"ATEC No. 1" means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

"ATEC No. 1 Required Debt Service Mill Levy" has the meaning set forth in the ATEC No. 1 Revenue Pledge Agreement.

"ATEC No. 1 Revenue Pledge Agreement" means that certain Revenue Pledge Agreement (ATEC No. 1), dated as of December ____, 2021, between the Authority and ATEC No. 1.

“*ATEC No. 2*” means The Aurora Highlands Metropolitan ATEC No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 2 Debt Service PILOT Revenues*” means that portion of PILOT Revenues allocable to the ATEC No. 2 Required Debt Service Mill Levy.

“*ATEC No. 2 Debt Service Property Tax Revenues*” means all moneys derived from imposition by ATEC No. 2 of the ATEC No. 2 Required Debt Service Mill Levy, net of fees of the County Treasurer and any tax refunds or abatements authorized by or on behalf of the County.

“*ATEC No. 2 Debt Service Revenues*” means, collectively, the following, net of any costs of collection (to the extent not previously deducted by definition):

- (a) all ATEC No. 2 Debt Service Property Tax Revenues;
- (b) all ATEC No. 2 Debt Service Specific Ownership Tax Revenues; and
- (c) all ATEC No. 2 Debt Service PILOT Revenues.

“*ATEC No. 2 Debt Service Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to ATEC No. 2 pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ATEC No. 2 Required Debt Service Mill Levy.

“*ATEC No. 2 Election*” means the election of the eligible electors of ATEC No. 2 duly called and held on November 5, 2019 in accordance with law and pursuant to due notice.

“*ATEC No. 2 Operations PILOT Revenues*” means that portion of the PILOT Revenues allocable to the ATEC No. 2 Required Operations Mill Levy.

“*ATEC No. 2 Operations Property Tax Revenues*” means all moneys derived from imposition by ATEC No. 2 of the ATEC No. 2 Required Operations Mill Levy, net of fees of the County Treasurer and any tax refunds or abatements authorized by or on behalf of the County.

“*ATEC No. 2 Operations Revenues*” means, collectively, the following, net of any costs of collection (to the extent not previously deducted by definition):

- (c) all ATEC No. 2 Operations Property Tax Revenues;
- (d) all ATEC No. 2 Operations Specific Ownership Tax Revenues; and
- (e) all ATEC No. 2 Operations PILOT Revenues.

“*ATEC No. 2 Operations Specific Ownership Tax Revenues*” means the specific ownership taxes remitted to ATEC No. 2 pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ATEC No. 2 Required Operations Mill Levy.

“*ATEC No. 2 Required Debt Service Mill Levy*” means:

(a) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of ATEC No. 2 each year, commencing in the First Debt Service Mill Levy Imposition Year, in the amount of 29 mills; *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which ATEC No. 2 is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which ATEC No. 2 is authorized to impose its mill levy, such mill levy shall be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the ATEC No. 2 Required Debt Service Mill Levy be established at a mill levy which would constitute a material departure from the requirements of its service plan, or cause ATEC No. 2 to derive tax revenue in any year in excess of the maximum tax increases permitted by ATEC No. 2's electoral authorization, and if the ATEC No. 2 Required Debt Service Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by ATEC No. 2's electoral authorization or create a material departure from its service plan, the ATEC No. 2 Required Debt Service Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the its service plan occurs.

“ATEC No. 2 Required Operations Mill Levy” means:

(f) Subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of ATEC No. 2 each year in an amount which will generate tax revenue that, when combined with the other Operations Revenue in the related tax collection year, would equal the Operations Budget for the Fiscal Year corresponding to such tax collection year, but not in excess of 35 mills, *provided, however*, that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation with respect to any class or classes of property (as classified by the County Assessor) upon which ATEC No. 2 is authorized to impose its mill levy, or any constitutionally mandated tax credit, cut or abatement having an impact on any class or classes of property upon which ATEC No. 2 is authorized to impose its mill levy, such mill levy shall be increased or decreased reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of assessed valuation to actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) Notwithstanding anything herein to the contrary, in no event may the ATEC No. 2 Required Operations Mill Levy be established at a mill levy which would constitute a material departure from the requirements of the Service Plan, or cause ATEC No. 2 to derive tax revenue in any year in excess of the maximum tax increases permitted by ATEC No. 2's electoral authorization, and if the ATEC No. 2 Required Operations Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by ATEC No. 2's electoral authorization or create a material departure from the Service Plan, the ATEC No. 2 Required Operations Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded and no material departure from the Service Plan occurs.

“*ATEC No. 2 Revenues*” means the following, net of any costs of collection (to the extent not previously deducted by definition):

- (a) all ATEC No. 2 Debt Service Revenues; and
- (b) all ATEC No. 2 Operations Revenues.

“*ATEC Service Plan*” means the Service Plan for ATEC Metropolitan District Nos. 1 and 2 approved by City Council pursuant to Resolution No. R2018-74 adopted on August 6, 2018, as the same may be amended or modified from time to time.

“*Aurora Highlands Development*” or “*The Aurora Highlands Development*” means real property located in the Service Area of the Authority and commonly known as The Aurora Highlands.

“*Aurora Highlands LLC*” means Aurora Highlands, LLC, a Nevada limited liability company and owner of certain real property in the The Aurora Highlands Development, its successors and permitted assigns.

“*Aurora Tech Center Development*” means the planned development anticipated to consist of industrial and other non-residential uses and anticipated to occur generally East of Powhatan Road within the Service Area of the Authority.

“*Authority*” means The Aurora Highlands Community Authority Board, a public corporation and political subdivision duly organized and existing under the constitution and laws of the State, including particularly the Act.

“*Authority Board*” means the the lawfully organized Board of Directors of the Authority, being the governing body thereof.

“*Authorized Improvements*” means the public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission, that ATEC No. 2 and the other Financing Districts are authorized by the Special District Act to furnish certain in accordance with and subject to the limitations of their respective Service Plans.

“*Board*” means the lawfully organized Board of Directors of ATEC No. 2, being the governing body thereof.

“*Board of County Commissioners*” means the Board of County Commissioners for Adams County, Colorado.

“*Boards*” means, collectively, the lawfully organized Boards of Directors of each of the Financing Districts, being the governing bodies thereof, respectively.

“*CAB Obligations*” means bonds, loans, notes and other obligations issued by the Authority (a) for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Authority Board.

“*CAB Operating Costs*” means the costs and expenses from time to time of the Authority relating to: (a) the existence and operation of the Authority, the Districts and the Coordinating District, including administration, statutory compliance and other general purposes, and (b) the operation and maintenance of the Public Improvements; whether paid or payable by the Authority directly or reimbursed or reimbursable by the Authority in accordance with one or more advance or funding agreements.

“*CAB Operations Annual Budget*” means, with respect to any applicable year (which year constitutes a tax levy year within the meaning of this Agreement), the final budget approved and adopted by the Authority Board for the related Fiscal Year (which year constitutes a tax collection year within the meaning of this Agreement).

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 by and among the Financing Districts and the Authority, as the same may be modified, amended or restated from time to time in accordance with the provisions thereof.

“*City*” means the City of Aurora, Colorado.

“*City Council*” means the City Council of the City of Aurora, Colorado, being the governing body thereof.

“*Colorado Municipal Bond Supervision Act*” means Title 11, Article 59, Part 1, C.R.S.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Coordinating District Service Plan*” means the First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District approved by City Council pursuant to Resolution No. R2017-67 adopted on October 16, 2017, as the same may be amended or modified from time to time.

“*Coordinating District Required Debt Service Mill Levy*” has the meaning assigned to such term in the Coordinating District Revenue Pledge Agreement.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement dated December ____, 2021 between the Authority and the Coordinating District.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*County*” means Adams County, Colorado.

“*County Assessor*” means the Assessor of Adams County, Colorado.

“*County Treasurer*” means the Treasurer of Adams County, Colorado.

“*Developments*” means, collectively, the development within the Financing Districts, including The Aurora Highlands Development and the Aurora Tech Center Development.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 1 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 1 Revenue Pledge Agreement.

“*District No. 1 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement dated as of December ____, 2021, between the Authority and District No. 1.

“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 2 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 2 Revenue Pledge Agreement.

“*District No. 2 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement dated as of December ____, 2021, between the Authority and District No. 2.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 3 Required Debt Service Mill Levy*” has the meaning set forth in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means that certain Revenue Pledge Agreement (District No. 3), dated as of December ____, 2021, between the Authority and District No. 3.

“*Effective Date*” means the date on which this Agreement is executed and delivered by the Authority and ATEC No. 2.

“*Financing Districts*” means, collectively: (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) ATEC No. 1; (e) ATEC No. 2; (f) if and when the Coordinating District is required to include property within its boundaries in accordance with the CABEA and impose its mill levies in accordance with the Coordinating District Revenue Pledge Agreement, the Coordinating District; (g) each Additional Residential District, if any; and (h) each Additional District, if any.

“*First Debt Service Mill Levy Imposition Year*” means:

(a) with respect to the ATEC No. 2 Required Debt Service Mill Levy: tax levy year 2024 (for collection in 2025);

(b) with respect to an Additional Residential District Required Debt Service Mill Levy, the earlier to occur of:

(i) the first tax levy year in which the Financing District the property from which was excluded for inclusion into such Additional Residential District is obligated to impose its Required Debt Service Mill Levy under its applicable Revenue Pledge Agreement; *or*

(ii) the first tax levy year in which such Additional Residential District is legally authorized to impose its mill levies; and

(c) with respect to an Additional District Required Debt Service Mill Levy: the first tax levy year in which such Additional District is legally authorized to impose its mill levies.

“*Governing Boards*” means, collectively, the Authority Board, and the Boards.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority and the Financing Districts to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates by the Authority from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over such extended period of time.

“*Maximum Mill Levy Imposition Term*” has the meaning set forth in the Service Plan, provided that to the extent the provisions of the Service Plan relating to the Maximum Mill Levy Imposition Term are revised after the date of this Agreement, such revisions shall apply to this defined term, its meaning within this Agreement, and the application thereof hereunder. *For avoidance of doubt*, while the ATEC Service Plan includes the concept of a Maximum Mill Levy Imposition Term, such limitation applies *only to residential property*, and it is expected that no residential property will ever be within the boundaries of ATEC No. 2 and, accordingly, that such limitation will not apply to ATEC No. 2’s obligations hereunder.

“*Payment Obligation*” has the meaning set forth in Section 2.02(c) hereof.

“*PILOT*” means the payment in lieu of taxes imposed pursuant to the PILOT Covenant.

[“*PILOT Covenant*” means certain Declaration of Payment in Lieu of Taxes made as of June 29, 2020 by Green Valley East, LLC, a Colorado limited liability company, GVRE 470 LLC, a Colorado limited liability company, GVR King LLC, a Colorado limited liability company, SJSA Investments, LLC, a Nevada limited liability company, GVR King Commercial, LLC, a Colorado limited liability company, Aurora Highlands, LLC, a Nevada limited liability company, Aurora Highlands Holdings, LLC, a Colorado limited liability company, Aurora Tech Center Holdings, LLC, a Colorado limited liability company, and Aurora Tech Center Development, LLC, a Colorado limited liability company and recorded on June 30, 2020, at Reception No. 2020000059148 in the Adams County records, [as amended pursuant to _____], providing for a payment in lieu of taxes charged against certain real and personal property described therein, which real and personal property has been deemed by the County Assessor to be exempt from payment of ad valorem taxes, all as set forth in the PILOT Covenant.]

“*PILOT Revenues*” means all revenue derived from the imposition and collection of the PILOT in accordance with the PILOT Covenant.

“*Prior Agreement*” means the ATEC No. 2 Commercial Capital Pledge Agreement dated June 30, 2020 by and among the Authority, ATEC No. 2, and Zions Bancorporation, National Association.

“*Public Improvements*” means the Authorized Improvements serving and supporting the Developments.

“*Required Debt Service Mill Levy*” means, as applicable, any one or more of the following: (a) the District No. 1 Required Debt Service Mill Levy; (b) the District No. 2 Required Debt Service Mill Levy; (c) the District No. 3 Required Debt Service Mill Levy; (d) the Coordinating District Required Debt Service Mill Levy; (e) the ATEC No. 1 Required Debt Service Mill Levy; (f) the ATEC No. 2 Required Debt Service Mill Levy; (g) an Additional District Required Debt Service Mill Levy; and/or (h) an Additional Residential District Required Debt Service Mill Levy.

“*Residential Districts Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by City Council pursuant to Resolution No. R2017-69 adopted on October 16, 2017, as the same may be amended or modified from time to time.

“*Revenue Pledge Agreement*” means, as applicable, any one or more of the following: (a) the District No. 1 Revenue Pledge Agreement; (b) the District No. 2 Revenue Pledge Agreement; (c) the District No. 3 Revenue Pledge Agreement; (d) the Coordinating District Revenue Pledge Agreement; (e) the ATEC No. 1 Revenue Pledge Agreement; (f) the ATEC No. 2 Revenue Pledge Agreement; (g) an Additional District Revenue Pledge Agreement; and/or (h) an Additional Residential District Revenue Pledge Agreement.

“*Service Plans*” means, collectively: (a) the Residential Districts Service Plan (which constitutes the service plan for District No. 1, District No. 2 and District No. 3; (b) the

Coordinating District Service Plan; and (c) the ATEC Service Plan (which constitutes the service plan for ATEC No. 1 and ATEC No. 2).

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Special District Act*” means Title 32, Article 1, C.R.S.

“*State*” means the State of Colorado.

“*Supplemental Act*” means Title 11, Article 57, Part 2, C.R.S.

“*Tax Certificate*” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended and in effect as of any applicable date, in connection with the issuance or reissuance of CAB Obligations.

“*Termination Date*” means first date on which all of following have occurred: (a) no CAB Obligations are then outstanding; (b) all assets of the Authority have been conveyed to another governmental entity in accordance with the CABEA and other applicable State law; and (c) the Authority has been dissolved.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. Electoral Authorization.

(a) The authorization for taxation, issuance of debt, multiple fiscal year financial obligations, and other constitutional matters requiring voter approval for purposes of this Agreement was obtained pursuant to the ATEC No. 2 Election. The performance by ATEC No. 2 of its obligations under this Agreement requires no further electoral approval.

(b) ***Limits of Electoral Authorization.*** In no event shall the total or annual obligations of ATEC No. 2 hereunder exceed the maximum amounts permitted under the ATEC No. 2 Election. Upon payment by ATEC No. 2 hereunder of the maximum amounts authorized by the ATEC No. 2 Election, the obligations of ATEC No. 2 under this Agreement will be deemed defeased and no longer outstanding.

Section 2.02. Multiple Fiscal Year Financial Obligations; Payment Obligation.

(a) The obligations of ATEC No. 2 under this Agreement constitute multiple fiscal year financial obligations of ATEC No. 2.

(b) ATEC No. 2 shall impose its ATEC No. 2 Required Debt Service Mill Levy and its ATEC No. 2 Required Operations Mill Levy as provided in Sections 2.04 and 2.05 herein.

(c) For the purposes of providing revenue to the Authority to fund the repayment of CAB Obligations issued by the Authority in an amount not to exceed \$4,000,000,000 and to fund CAB Operating Costs in an aggregate amount not to exceed \$4,000,000,000 annually, ATEC No. 2 shall transfer or cause to be transferred to or at the direction of the Authority all ATEC No. 2 Revenues as soon as practicable after the receipt thereof (the “Payment Obligation”).

Section 2.03. Prepayment Prohibited. Because the actual dollar amount of ATEC No. 2’s obligations hereunder cannot be ascertained with any certainty at any time, ATEC No. 2 shall not be permitted at any time to prepay its obligations hereunder.

Section 2.04. Imposition of ATEC No. 2 Required Debt Service Mill Levy. Commencing on the Effective Date and, subject to the limitations of the Maximum Mill Levy Imposition Term to the extent it applies to taxable property of ATEC No. 2, continuing through and including the year in which the Termination Date occurs:

(a) ATEC No. 2 covenants and agrees to levy or cause to be levied on all of the taxable property of District, in addition to all other taxes, direct annual taxes in each year in the amount of the ATEC No. 2 Required Debt Service Mill Levy. Nothing herein shall be construed to require ATEC No. 2 to impose a debt service mill levy which is in excess of the ATEC No. 2 Required Debt Service Mill Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board to the board or boards of county commissioners of each county in which taxable real or personal property of ATEC No. 2 is located, showing the aggregate amount of ATEC No. 2’s debt service mill levy to be levied from time to time.

(c) The amount of revenue derived from the performance of ATEC No. 2’s obligations to impose the ATEC No. 2 Required Debt Service Mill Levy each year as provided in Section 2.04(a) above are hereby appropriated for the purpose of paying such amounts to the Authority to pay and secure CAB Obligations, and such amounts as appropriate for each year shall be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year.

(d) It shall be the duty of ATEC No. 2, annually, at the time and in the manner provided by law for the levying of ATEC No. 2’s taxes, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes specified in this Section 2.04, and the Board shall levy, certify, and collect such taxes in the manner provided by law.

(e) The ad valorem property taxes specified in this Section 2.04 shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to ATEC No. 2 as provided by law, and ATEC No. 2 shall pay such amounts to the Authority as provided herein.

(f) The Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Section 2.04.

Section 2.05. Imposition of ATEC No. 2 Required Operations Mill Levy. Commencing on the Effective Date and continuing through and including the year in which the Termination Date occurs:

(a) ATEC No. 2 covenants and agrees to levy or cause to be levied on all of the taxable property of District, in addition to all other taxes, direct annual taxes in each year in the amount of the ATEC No. 2 Required Operations Mill Levy. Nothing herein shall be construed to require ATEC No. 2 to impose an operations mill levy which is in excess of the ATEC No. 2 Required Operations Mill Levy.

(b) The foregoing provisions of this Agreement are hereby declared to be the certificate of the Board to the board or boards of county commissioners of each county in which taxable real or personal property of ATEC No. 2 is located, showing the aggregate amount of ATEC No. 2's operations mill levy to be levied from time to time.

(c) The amount of revenue derived from the performance of ATEC No. 2's obligations to impose the ATEC No. 2 Required Operations Mill Levy each year as provided in Section 2.05(a) above are hereby appropriated for the purpose of paying such amounts to the Authority to fund CAB Operating Costs, and such amounts as appropriate for each year shall be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year.

(d) It shall be the duty of ATEC No. 2, annually, at the time and in the manner provided by law for the levying of ATEC No. 2's taxes, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes specified in this Section 2.05, and the Board shall levy, certify, and collect such taxes in the manner provided by law.

(e) The ad valorem property taxes specified in this Section 2.05 shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State of Colorado, and when collected said taxes shall be paid to ATEC No. 2 as provided by law, and ATEC No. 2 shall pay such amounts to the Authority as provided herein.

(f) The Board shall take all necessary and proper steps to enforce promptly the payment of taxes levied pursuant to this Section 2.05.

Section 2.06. Payment and Application of ATEC No. 2 Revenues.

(a) ATEC No. 2 hereby agrees to remit to or at the direction of the Authority, as soon as is practicable upon the receipt thereof, all amounts constituting ATEC No. 2 Revenues.

(b) All amounts payable by ATEC No. 2 hereunder shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, to or at the direction of the Authority.

(c) Subject to applicable law and the provisions of the CABEA, the CAB shall apply all ATEC No. 2 Revenues in the manner, to the purposes, at the times and in the amounts as determined by the Authority Board, in its sole discretion.

Section 2.07. No Impairment of Obligations.

(a) No provisions of any constitution, statute, resolution or other order or measure enacted after the Effective Date of this Agreement shall in any manner be construed as limiting or impairing the obligation of ATEC No. 2 to levy ad valorem property taxes, or as limiting or impairing the obligation of ATEC No. 2 to levy, administer, enforce and collect the ad valorem property taxes as provided herein, or as limiting or impairing the obligation of ATEC No. 2 to transfer all ATEC No. 2 Revenues to or at the direction of the Authority.

(b) In addition, and without limiting the generality of the foregoing Section 2.07(a), the obligations of ATEC No. 2 to transfer funds to or at the direction of the Authority as provided herein shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of ATEC No. 2 to properly disclose, pursuant to State law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of meetings of ATEC No. 2 as set forth in its official minutes.

Section 2.08. Limited Defenses; Specific Performance. ATEC No. 2 understands and agrees that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and ATEC No. 2 agrees that notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its Payment Obligation, or take or fail to take any action which would delay a payment to, or on behalf of, the Authority, or impair the ability of the Authority or its designated agent to receive transfers of ATEC No. 2 Revenues payable hereunder. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of ATEC No. 2, in the event that ATEC No. 2 believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.08, it shall, nevertheless, make all transfers of ATEC No. 2 Revenues as described herein and then may attempt or seek to recover such revenue or portions thereof by actions at law or in equity for damages or specific performance, respectively.

Section 2.09. Future Exclusion of Property.

(a) The parties to this Agreement hereby agree that ATEC No. 2's obligations under this Agreement to impose the ATEC No. 2 Required Debt Service Mill Levy and transfer the ATEC No. 2 Revenues allocable thereto to or at the direction of the Authority as provided herein constitutes "indebtedness" as contemplated by Section 32-1-503, C.R.S. Any property excluded from ATEC No. 2 after the date hereof is to remain liable for the imposition of the ATEC No. 2 Required Debt Service Mill Levy (and the transfer of the ATEC No. 2 Revenues allocable thereto to or at the direction of the Authority) in accordance with the provisions hereof, to the same extent as such property that, by virtue

of being included within the boundaries of ATEC No. 2, shall be and remain liable for indebtedness of ATEC No. 2, as provided in Section 32-1-503, C.R.S.

(b) Notwithstanding the provisions of Section 2.09(a) above, in order to prevent double taxation:

(i) if such excluded property is included into District No. 1, District No. 2, District No. 3, or an Additional Residential District, then such excluded property is to remain liable for the imposition of the ATEC No. 2 Required Debt Service Mill Levy until the earlier to occur of such time as: (A) District No. 1 begins imposing the District No. 1 Required Debt Service Mill Levy; (B) District No. 2 begins imposing the District No. 2 Required Debt Service Mill Levy; (C) District No. 3 begins imposing the District No. 3 Required Debt Service Mill Levy; or (D) the Additional Residential District begins imposing the Additional Residential District Required Debt Service Mill Levy, at which time such property is to be liable only for the District No. 1 Required Debt Service Mill Levy, the District No. 2 Required Debt Service Mill Levy, the District No. 3 Required Debt Service Mill Levy, or the Additional Residential District Required Debt Service Mill Levy, as applicable;

(ii) if such excluded property is included into ATEC No. 1 or an Additional District, then such excluded property is to remain liable for the imposition of the ATEC No. 2 Required Debt Service Mill Levy until the earlier to occur of such time as: (A) ATEC No. 1 begins imposing the ATEC No. 1 Required Debt Service Mill Levy or (B) the Additional District begins imposing the Additional District Required Debt Service Mill Levy, at which time such property is to be liable only for the ATEC No. 1 Required Debt Service Mill Levy or the Additional District Required Debt Service Mill Levy, as applicable;

(iii) if such excluded property is included into the Coordinating District, then such excluded property is to remain liable for the imposition of the ATEC No. 2 Required Debt Service Mill Levy until such time as the Coordinating District begins imposing the Coordinating District Required Debt Service Mill Levy, if ever, at which time, if it occurs, such property is to be liable only for the Coordinating District Required Debt Service Mill Levy.

(c) In the event that any court order providing for the exclusion of property from ATEC No. 2 does not specify that such excluded property is liable for the obligations relating to the ATEC No. 2 Required Debt Service Mill Levy as set forth herein, ATEC No. 2 hereby agrees to take or cause to be taken all commercially reasonable actions to cause the property owners of such excluded property to covenant to assume all responsibilities relating to the ATEC No. 2 Required Debt Service Mill Levy under this Agreement, and the Authority shall have the right to approve the form and content of any such covenant.

Section 2.10. No Other ATEC No. 2 Obligations. ATEC No. 2 shall not issue or incur any obligations or enter into any agreements obligating ATEC No. 2 to levy ad valorem property

taxes for the payment thereof, pay ATEC No. 2 Revenue or any portion thereof to any person other than the Authority (or as directed in writing by the Authority), conflict with the provisions of this Agreement, or otherwise encumber in any manner the ATEC No. 2 Revenue or any portion thereof.

Section 2.11. Additional Covenants.

(a) At least once a year, ATEC No. 2 will either cause an audit to be performed of the records relating to its revenues and expenditures or, if applicable under State statute, will apply for an audit exemption, and ATEC No. 2 shall use its best efforts to have such audit report or application for audit exemption completed no later than September 30 of each calendar year. The foregoing covenant will apply notwithstanding any different time requirements for the completion of such audit or application for audit exemption under State law. In addition, at least once a year in the time and manner provided by law, ATEC No. 2 will cause a budget to be prepared and adopted. Copies of the budget and the audit or audit exemption will be filed and recorded in the places, time, and manner provided by law.

(b) ATEC No. 2 agrees to make best efforts to assist Aurora Highlands LLC, ATEC Development LLC, and the Authority in the provision of information on an ongoing basis concerning development occurring within the boundaries of ATEC No. 2 in accordance with the requirements of any continuing disclosure obligations entered into by the Authority in connection with any CAB Obligations.

(c) ATEC No. 2 agrees to comply on an ongoing basis with all of the requirements of any and all Tax Certificates relating to restrictions on the use of the property that is acquired and financed or refinanced with proceeds of CAB Obligations and located within the jurisdiction of ATEC No. 2. ATEC No. 2 agrees, promptly upon request by the Authority, to provide the Authority (or to any person as directed in writing by the Authority) with information necessary for the Authority to comply on an ongoing basis with the requirements of a Tax Certificate.

(d) ATEC No. 2 shall maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its ability to comply with or terminate its obligations hereunder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of ATEC No. 2. ATEC No. 2 hereby makes the following representations and warranties with respect to itself:

(a) It is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

(b) It has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. Its execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(c) It is not in violation of any of the applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect its ability to perform its obligations hereunder. The execution, delivery and performance by it of this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment, or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting its operations or activities in a manner that could reasonably be expected to result in a material adverse effect, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of its revenues or other assets pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which it is a party other than the lien and encumbrance created by the terms of this Agreement or which purports to be binding upon it or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(d) It has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by it of this Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which it is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best of its knowledge threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best of its knowledge is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of it to perform its obligations under, this Agreement.

(f) This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. The occurrence or existence of any one or more of the following events shall be an "Event of Default" hereunder, and there shall be no default or Event of Default hereunder except as provided in this Section:

(a) ATEC No. 2 fails or refuses to impose the ATEC No. 2 Required Operations Mill Levy or the ATEC No. 2 Required Debt Service Mill Levy or to remit the ATEC No. 2 Revenues as required by the terms of this Agreement;

(b) any representation or warranty made by any party in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party;

(c) any party fails in the performance of any other of its covenants in this Agreement, and such failure continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to any of the parties hereto;

(d) (i) any party shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) hereof and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(e) ATEC No. 2 commences proceedings for dissolution or consolidation with another metropolitan district during the term of this Agreement.

Section 4.02. Remedies For Events of Default. Upon the occurrence and continuance of an Event of Default, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Default by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of ATEC No. 2 Revenues. The creation, perfection, enforcement, and priority of the pledge of ATEC No. 2 Revenues to secure ATEC No. 2's Payment Obligation shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The ATEC No. 2 Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against ATEC No. 2 and/or the Authority irrespective of whether such persons have notice of such lien.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of ATEC No. 2, or any officer or agent of ATEC No. 2 acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Payment Obligation. Such recourse shall not be available either directly or indirectly through the Board or ATEC No. 2, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, each of ATEC No. 2 and the Authority specifically waives any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement contains a recital that it is issued pursuant to certain provisions of the Supplemental Act (other than the provisions of 11-57-207(1)(a), C.R.S. relating to a forty-year maturity with respect to securities issued by a public entity which the Authority and ATEC No. 2 have elected not to apply), and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than 30 days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices, consents or approvals required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

If to the Authority:

The Aurora Highlands Community Authority Board
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Attention: Denise Denslow
Telephone: 303.779.5710
Email: denise.denslow@claconnect.com

With a copy to:

The Aurora Highlands Community Authority Board
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254

Telephone: 303.592.4380
Email: legalnotices@specialdistrictlaw.com

If to ATEC No. 2:

ATEC Metropolitan District No. 2
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Englewood, Colorado 80111
Attention: Denise Denslow
Telephone: 303-779-5710
Email: denise.denslow@claconnect.com

With a copy to:

ATEC Metropolitan District No. 2
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254
Telephone: 303.592.4380
Email: legalnotices@specialdistrictlaw.com

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any of ATEC No. 2 and/or the Authority, by written notice so provided, may change the address to which future notices shall be sent.

Section 5.06. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the laws of the State of Colorado without giving effect to conflicts of laws principles.

(e) Venue for any and all claims brought by any party to enforce any provisions of this Agreement shall be the District Court in and for the County of Adams, State of Colorado.

(f) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties.

(g) If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Agreement, shall be a Saturday, Sunday, legal holiday or a day on which U.S. banking institutions are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement.

(h) Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(i) This Agreement 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.

(j) The Authority shall have the right to access and review ATEC No. 2's records and accounts, on reasonable times during regular daytime office hours, for purposes of determining compliance by ATEC No. 2 with the terms of this Agreement. Such access shall be subject to the provisions of the Public Records Act of the State contained in Article 72 of Title 24, C.R.S. In the event of disputes or litigation between the parties hereto, all access and requests for such records shall be made in compliance with the Public Records Act.

(k) ATEC No. 2 hereby covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its respective obligations hereunder.

Section 5.07. Colorado Municipal Bond Supervision Act. ATEC No. 2 recognizes that its obligations under this Agreement to impose the ATEC No. 2 Required Debt Service Mill Levy and the ATEC No. 2 Required Operations Mill Levy and to remit the ATEC No. 2 Revenues to or at the direction of the Authority in accordance with the provisions hereof may constitute a "bond" under Title 11, Article 59, C.R.S. (the "Colorado Municipal Bond Supervision Act"). Accordingly, ATEC No. 2 has found and determined as set forth below, for purposes of the Colorado Municipal Bond Supervision Act:

(a) ATEC No. 2 is obligated to remit the ATEC No. 2 Revenues to or at the direction of the Authority for use by the Authority in the Authority's sole discretion as all

other legally available revenues of the Authority. ATEC No. 2 understands that, subject to applicable law and the provisions of the CABEA, all or a portion of the ATEC No. 2 Revenues payable to or at the direction of the Authority hereunder may be used by the Authority to pay CAB Operating Expenses, and also that all or a portion of the ATEC No. 2 Revenues payable by ATEC No. 2 to or at the direction of the Authority hereunder may be pledged by the Authority as security or collateral for an issuance of CAB Obligations, which securities issued on or after the date hereof are anticipated to be issued in authorized denominations of \$500,000 or integral multiples of \$1,000 in excess thereof (provided that such securities issued by the Authority are not subject to the Colorado Municipal Bond Supervision Act). Furthermore, ATEC No. 2 understands that the total principal amount of the securities issued by the Authority and payable, in part, from the ATEC No. 2 Debt Service Revenues, is not expected to exceed \$4,000,000,000.

(b) With respect to ATEC No. 2's Payment Obligation hereunder resulting in amounts used by the Authority to pay CAB Operating Costs or other purposes not including a pledge as security or collateral for CAB Obligations, neither a registration application nor a claim of exemption under the Colorado Municipal Bond Supervision Act is required with respect thereto, in accordance with Interpretative Order No. 06-IN-001 issued by the State Securities Commissioner on March 23, 2006.

(c) No portion of ATEC No. 2's Payment Obligation hereunder is assignable by the Authority without the consent of ATEC No. 2, and the Authority understands and acknowledges that in no event will ATEC No. 2 consent to a partial assignment of such Payment Obligations.

(d) ATEC No. 2's Payment Obligation is not divisible, is deemed to be issued and transferable (if at all, in the sole discretion of ATEC No. 2) in a single authorized denomination equal to the principal amount of the CAB Obligations issued by the Authority from time to time (authorized in the principal amount of up to \$4,000,000,000), which will be not less than \$500,000 or integral multiples of \$1,000 in excess thereof, and is exempt from the registration requirements of the Colorado Municipal Bond Supervision Act in accordance with Rule 59-10.3. Such District has caused to be filed a claim of exemption under the Colorado Municipal Bond Supervision Act on such basis.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective as of the Effective Date and shall remain in effect until the Termination Date.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, ATEC No. 2 and the Authority have executed this Agreement as of the day and year first above written.

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation duly organized and existing as a separate legal entity under the constitution and laws of the State of Colorado

President

ATTESTED:

Assistant Secretary

ATEC METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado

President

ATTESTED:

Assistant Secretary

[Signature Page Revenue Pledge Agreement (ATEC No. 2)]

EXHIBIT A
DEBT BALLOT QUESTIONS
ATEC NO. 2 ELECTION

AMENDED AND RESTATED MILL LEVY ALLOCATION POLICY AGREEMENT

This **AMENDED AND RESTATED MILL LEVY ALLOCATION POLICY AGREEMENT** (this “Agreement”) is entered into and effective as of December ____, 2021 (the “Effective Date”), by and among **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD** (the “Authority”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1** (“District No. 1”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 2** (“District No. 2”); **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3** (“District No. 3”); **THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT** (the “Coordinating District”); **A TEC METROPOLITAN DISTRICT NO. 1** (“ATEC No. 1”); and **A TEC METROPOLITAN DISTRICT NO. 2** (“ATEC No. 2” and, together with District No. 1, District No. 2, District No. 3, the Coordinating District, and ATEC No. 1, collectively, the “CAB Districts”).

Capitalized terms used and not otherwise defined in the recitals below have the respective meanings assigned to such terms in Section 1.04 hereof.

This Agreement amends and restates, in its entirety, the Mill Levy Allocation Policy Agreement dated June 30, 2020 by and among the CAB Districts and the Authority.

RECITALS

WHEREAS, the CAB Districts are quasi-municipal corporations and political subdivisions of the State of Colorado (the “State”) duly organized and existing as metropolitan districts under the constitution and laws of the State, including Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Authority is a public corporation and political subdivision duly organized and existing as a separate legal entity under the constitution and laws of the State, including Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the CAB Districts are authorized by the Special District Act to furnish certain public facilities and services; and

WHEREAS, the CAB Districts were created for the purpose of designing, acquiring, constructing, installing, financing, operating and maintaining certain street, traffic and safety controls, water, sanitation, stormwater, parks and recreation, television relay and translation, transportation, and mosquito control, and providing certain services, all in accordance with the Service Plans; and

WHEREAS, the Service Plans for the CAB Districts establish the necessity for, and anticipate one or more intergovernmental agreements among the CAB Districts concerning the financing, construction, operation and maintenance of the public improvements contemplated in the Service Plans and the provision of services in the community to be served by the CAB Districts; and

WHEREAS, pursuant to the State Constitution, Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Authority and the CAB Districts may cooperate or contract with

each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, the Act provides that any such contract, including contracts among the Authority and the CAB Districts, may be entered into for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governments such as the Authority and the CAB Districts; and

WHEREAS, at elections of the eligible electors of each of the CAB Districts held in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at such elections, voted in favor of the CAB Districts entering into intergovernmental agreements including, without limitation, the CABEA, the Revenue Pledge Agreements and this Agreement; and

WHEREAS, the Service Plans contemplate that the Public Improvements are to be financed in accordance with general plans of finance described or permitted in the Service Plans, which obligations shall be payable from revenue sources of the CAB Districts, including, without limitation, ad valorem property taxes of the CAB Districts; and

WHEREAS, the CAB Districts and the Authority agree that the Public Improvements will benefit the current and future residents, occupants, taxpayers and property owners in the CAB Districts and the Authority's Service Area in terms of cost, quality, and level of service; and

WHEREAS, the CAB Districts and the Authority agree that the coordinated construction, financing, completion and availability of the Public Improvements within the CAB Districts' and the Authority's Service Area in a timely fashion will promote the health, safety, prosperity, security, and general welfare of the current and future residents, occupants, taxpayers and property owners of the CAB Districts; and

WHEREAS, the CAB Districts established the Authority for the purposes of, *inter alia*, designing, constructing, furnishing, operating and maintaining the Public Improvements and providing the services authorized by the Service Plans; and

WHEREAS, each of the CAB Districts has agreed that the Authority will own operate, maintain, finance and construct the Public Improvements throughout the Service Area benefiting the current and future residents, occupants, taxpayers and property owners of the CAB Districts, and that each of the CAB Districts will contribute to the costs of construction, operation, and maintenance of such Public Improvements from its taxes and fees; and

WHEREAS, the CABEA binds the CAB Districts concerning capital expenditures and operation and maintenance expenses, with the intent that the cost of providing facilities and services to the entire Development will be shared by the current and future residents, occupants, taxpayers, fee payers, and property owners in the CAB Districts' Service Area, both presently and under various circumstances which may occur in the future; and

WHEREAS, under the CABEA, it is the stated intent of the CAB Districts that all Debt shall be issued from time to time by the Authority for the purpose of financing Public Improvements; and

WHEREAS, the amount of Debt issued by the Authority is to be based upon estimates of the capital costs of construction of portions of the Public Improvements as they are and will be needed to complete the Development, plus reserve funds, capitalized interest, legal fees, and any other costs associated with the financing or refinancing of such Debt; and

WHEREAS, the CAB Districts agree that the administrative functions and statutory compliance procedures of the CAB Districts and the provision of services and operation and maintenance of the Public Improvements by the Authority will be financed, primarily, by tax revenue derived from operations mill levies imposed by each of the CAB Districts; and

WHEREAS, the CAB Districts and the Authority desire to enter into this Agreement to evidence the mutual benefits enjoyed by the CAB Districts and the Authority from the provision, operation and maintenance of the Public Improvements, and the fair and equitable nature of the obligations of the CAB Districts and the Authority under the Revenue Pledge Agreements and the CABEA.

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the Districts hereby agree as follows:

ARTICLE I

SPECIFIC PROVISIONS

Section 1.01. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 1.02. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Agreement; and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural and, unless otherwise defined herein, all capitalized words or terms shall have the meanings assigned to such terms in Section 1.04 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

Section 1.03. Effective Date and Term. This Agreement shall be effective as of the Effective Date and shall continue to be in full force and effect until such time as

- (a) each CAB District agrees in writing to terminate this Agreement;
- (b) no Debt is Outstanding;
- (c) all Public Improvements owned by the Authority or the CAB Districts have been conveyed to another governmental entity; and
- (d) all operations and maintenance obligations with respect to such Public Improvements and all other services performed by the Authority and the CAB Districts have been assumed by another governmental entity.

Section 1.04. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized throughout the text of this Agreement shall have the respective meanings set forth below:

“*Agreement*” means this Amended and Restated Mill Levy Allocation Policy Agreement.

“*Act*” means Title 29, Article 1, Part 2, C.R.S.

“*ARI Mill Levy*” has the meaning ascribed to such term in the CABEA.

“*ARI Mill Levy Revenues*” has the meaning ascribed to such term in the CABEA.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, and its successors and assigns.

“*ATEC No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 1) dated December ___, 2021 between the Authority and ATEC No. 1.

“*ATEC No. 1 Pledged Revenue*” has the meaning ascribed to such term in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 1 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, and its successors and assigns.

“*ATEC No. 2 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 2) dated as of December ___, 2021 between the Authority and ATEC No. 2.

“*ATEC No. 2 Pledged Revenue*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*ATEC No. 2 Required Operations Mill Levy*” has the meaning ascribed to such term in the ATEC No. 2 Revenue Pledge Agreement.

“*Authority*” means The Aurora Highlands Community Authority Board, a public corporation and political subdivision duly organized and existing as a separate legal entity under the constitution and laws of the State, including the Act, and established pursuant to the CABEA.

“*C.R.S.*” means the Colorado Revised Statutes, as amended.

“*CAB Districts*” means, collectively, District No. 1, District No. 2, District No. 3, ATEC No. 1, ATEC No. 2 and the Coordinating District.

“*CABEA*” means The Aurora Highlands Community Authority Board First Amended and Restated Establishment Agreement dated and effective April 10, 2020 by and among the Authority and the CAB Districts, as the same may be further amended, supplemented or restated from time to time in accordance with the provisions thereof.

“*Revenue Pledge Agreement*” or “*Revenue Pledge Agreements*” means, individually or collectively, as the context requires, the: (a) District No. 1 Revenue Pledge Agreement; (b) District No. 2 Revenue Pledge Agreement; (c) District No. 3 Revenue Pledge Agreement; (d) ATEC No. 1 Revenue Pledge Agreement; (e) ATEC No. 2 Revenue Pledge Agreement; and (f) Coordinating District Revenue Pledge Agreement.

“*Coordinating District*” means The Aerotropolis Area Coordinating Metropolitan District, and its successors and assigns.

“*Coordinating District Revenue Pledge Agreement*” means the Revenue Pledge Agreement (Coordinating District) dated as of December ___, 2021 between the Authority and the Coordinating District.

“*Coordinating District Required Debt Service Mill Levy*” has the meaning ascribed to such term in the Coordinating District Revenue Pledge Agreement.

“*Debt*” means bonds, notes, loans or other obligations issued or incurred by the Authority for the purpose of financing or refinancing Public Improvements, which obligations are payable from ad valorem property taxes of the CAB Districts (*except* for any ARI Mill Levy Revenues) and/or other District revenues, including, but not limited to, fees, rates, tolls, and charges; which bonds, notes, loans or other obligations constitute a multiple fiscal year financial obligation and for the payment of which any one or more of the CAB Districts has promised to impose an ad valorem property tax mill levy (*except* for any ARI Mill Levy).

“*Debt Service Mill Levy*” or “*Debt Service Mill Levies*” means, individually or collectively, as the context requires, the (a) District No. 1 Required Debt Service Mill Levy; (b) District No. 2 Required Debt Service Mill Levy; (c) District No. 3 Required Debt Service Mill

Levy; (d) ATEC No. 1 Required Debt Service Mill Levy; (e) ATEC No. 2 Required Debt Service Mill Levy; and (f) Coordinating District Required Debt Service Mill Levy.

“Development” means the approximately 3,920-acre development known as The Aurora Highlands and The Aurora Technology and Energy Center, located in the City of Aurora, Adams County, Colorado, and within the Service Area of the Authority (which Service Area also includes property located within the various CAB Districts) which is anticipated to be developed with single family and multi-family homes, industrial, commercial, retail, health care, and other uses and related amenities, reaching an estimated population of approximately 41,823 people at full build-out.

“District No. 1” means The Aurora Highlands Metropolitan District No. 1 (*formerly known as Green Valley Ranch East Metropolitan District No. 2*), its successors and assigns.

“District No. 1 Pledged Revenue” has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

“District No. 1 Required Debt Service Mill Levy” has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

“District No. 1 Required Operations Mill Levy” has the meaning ascribed to such term in the District No. 1 Revenue Pledge Agreement.

“District No. 1 Revenue Pledge Agreement” means the Revenue Pledge Agreement (“District No. 1”) dated December ___, 2021 between the Authority and District No. 1.

“District No. 2” means The Aurora Highlands Metropolitan District No. 2 (*formerly known as Green Valley Ranch East Metropolitan District No. 3*), and its successors and assigns.

“District No. 2 Pledged Revenue” has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

“District No. 2 Required Debt Service Mill Levy” has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

“District No. 2 Required Operations Mill Levy” has the meaning ascribed to such term in the District No. 2 Revenue Pledge Agreement.

“District No. 2 Revenue Pledge Agreement” means the Revenue Pledge Agreement (“District No. 2”) dated December ___, 2021 between the Authority and District No. 2.

“District No. 3” means The Aurora Highlands Metropolitan District No. 3 (*formerly known as Green Valley Ranch East Metropolitan District No. 4*), and its successors and assigns.

“District No. 3 Pledged Revenue” has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Required Debt Service Mill Levy*” has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Required Operations Mill Levy*” has the meaning ascribed to such term in the District No. 3 Revenue Pledge Agreement.

“*District No. 3 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (District No. 3) dated December ____, 2021 between the Authority and District No. 3.

“*Effective Date*” has the meaning assigned to such term in the first paragraph of this Agreement.

“*Gallagher Amendment*” means Colorado Constitution, Article X, Section 3(1)(b).

“*Mill Levy*” or “*Mill Levies*” means, individually or collectively, as the context requires, the Operations Mill Levies and the Debt Service Mill Levies.

“*Operating Costs*” means the costs and expenses from time to time of the Authority relating to: (a) the existence and operation of the Authority and the CAB Districts, including administration, statutory compliance and other general purposes, and (b) the operation and maintenance of the Public Improvements; whether paid or payable by the Authority directly or reimbursed or reimbursable by the Authority in accordance with one or more advance or funding agreements.

“*Operations Mill Levy*” or “*Operations Mill Levies*” means, individually or collectively, as the context requires, the (a) District No. 1 Required Operations Mill Levy; (b) District No. 2 Required Operations Mill Levy; (c) District No. 3 Required Operations Mill Levy; and (d) ATEC No. 2 Required Operations Mill Levy.

“*Operations Revenue*” means (a) with respect to District No. 1, District No. 2, District No. 3, ATEC No. 2 and the Coordinating District, such term has the meaning set forth in the Revenue Pledge Agreements (which definition has the same meaning in each Revenue Pledge Agreement), whether used individually or collectively, as the context requires, and (b) with respect to ATEC No. 1, such term means the revenue derived from imposition of its operations mill levy in accordance with the CABEA, together with the ATEC No. 1 Operations Revenue (as defined in the ATEC No. 1 Revenue Pledge Agreement).

“*Pledged Revenue*” means, individually or collectively, as the context requires: (a) the District No. 1 Pledged Revenue; (b) the District No. 2 Pledged Revenue; (c) the District No. 3 Pledged Revenue; (d) the ATEC No. 1 Pledged Revenue; (e) the ATEC No. 2 Pledged Revenue; and (f) the Coordinating District Pledged Revenue.

“*Public Improvements*” means those improvements and facilities to be designed, acquired, constructed and installed as contemplated under the Service Plans and the CABEA and as necessary or appropriate for the completion of the Development and to serve and support the completed Development including, without limitation, the Regional Transportation System.

“*Regional Transportation System*” has the meaning assigned to such term in the CABEA.

“*Residential District Service Plan*” means the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by the City of Aurora, Colorado on October 16, 2017, as the same may be amended from time to time.

“*Residential Districts*” means District No. 1, District No. 2 and District No. 3.

“*Service Area*” has the meaning assigned to such term in the CABEA.

“*Service Plans*” means, collectively, the Residential District Service Plan; the Coordinating District Service Plan; the ATEC No. 1 Service Plan; and the ATEC No. 2 Service Plan, each as may be amended from time to time.

“*Trustee*” means and Zions Bancorporation, National Association, having an office and corporate trust offices in Salt Lake City, Utah, its successors and assigns, in its capacity as the trustee for the Initial Series of Bonds.

ARTICLE II

MILL LEVY POLICY

Section 2.01. Purpose of Agreement. The primary purpose of this Agreement is for each CAB District to declare and agree that the obligations of each CAB District under its respective Revenue Pledge Agreement are fair and equitable in light of the benefits received by the CAB Districts and their current and future residents, occupants, taxpayers and property owners, notwithstanding that the Debt Service Mill Levies of the CAB Districts are not intended nor expected to be equal in terms of number of mills or tax dollars derived from the imposition thereof. The CAB Districts each acknowledge that the benefits received by the CAB Districts and their current and future residents, occupants, taxpayers and property owners cannot be measured in exact terms and each CAB District’s tax burden will not necessarily be equal in any year, or at all.

Section 2.02. Mutual Benefits. Each of the CAB Districts hereby acknowledges that, due to the nature of the Public Improvements and proximity and interrelatedness of the various components of the Development, the design, acquisition, construction and installation of the Public Improvements benefits each of the CAB Districts and their current and future residents, occupants, taxpayers and property owners. In addition, the CAB Districts further acknowledge that, in order to maintain the Public Improvements, the Authority and the CAB Districts must continue to exist and operate and remain in statutory compliance, and, accordingly, the Authority will necessarily incur costs and expenses relating to administration, operations and maintenance of the Public Improvements, and other general purposes (as more particularly defined in Section 1.04 hereof, the “Operating Costs”). The CAB Districts agree that their respective obligations under the Revenue Pledge Agreements and the CABEA are reasonable in light of the long term benefits to be derived from the regional nature of the Development, and that the Development does and will in the future continue to provide benefits to each CAB District and their respective taxpayers, inhabitants, occupants and property owners.

Section 2.03. Fair Representation on Authority Board. Each CAB District agrees that it is fairly represented on the Board of Directors of the Authority.

Section 2.04. Imposition of Mill Levies.

(a) Each CAB District agrees to impose and certify its Operations Mill Levy and its Debt Service Mill Levy at the times, in the amounts and in the manner set forth in the Revenue Pledge Agreements, respectively, and the CABEA, as applicable to each CAB District.

(b) Each CAB District is relying upon the timely performance of each of the other CAB Districts in entering into its respective Revenue Pledge Agreement. The CAB Districts each agree that failure of any CAB District to perform its obligations under its Revenue Pledge Agreement will cause harm to each of the other CAB Districts. In addition, in issuing any Debt for the purpose of financing or refinancing Public Improvements, the Authority is relying on the CAB Districts' performance of their respective obligations under the Revenue Pledge Agreements and the CABEA, as applicable to each CAB District.

(c) Each CAB District agrees to collect and enforce the collection of the Pledged Revenue and the Operations Revenue to be derived from imposition of the CAB Districts' respective Mill Levies (and the operations mill levies to be imposed by ATEC No. 1 under the CABEA) as required under the applicable Revenue Pledge Agreement and the CABEA. Each CAB District further agrees that it will transfer or cause to be transferred to the Authority all Pledged Revenue and Operations Revenue in accordance with the terms of the applicable Revenue Pledge Agreement and the CABEA, and that it will not withhold or allow to be withheld any portion of its Pledged Revenue or Operations Revenue prior to remittance thereof to the Authority. Notwithstanding the foregoing, it is acknowledged that ATEC No. 1's obligations with respect to revenue derived from its operations mill levy are set forth in the CABEA (and not in its Revenue Pledge Agreement); accordingly, ATEC No. 1 agrees to fulfill its obligations under the CABEA with respect to the revenue derived from its operations mill levy.

(d) In addition, ATEC No. 1 agrees to accept direction from the Authority pursuant to the terms of the CABEA with respect to the number of mills to be certified by ATEC No. 1 for operations purposes in each tax levy year.

(e) Colorado ad valorem property taxes are imposed on the assessed value of property, and not the "actual" market value of property. The CAB Districts acknowledge that, as a result of the Gallagher Amendment, commercial property (together with vacant land and certain other non-residential property, collectively, "Commercial Property") is assessed at a significantly higher rate than residential property ("Residential Property"). The assessed value of Commercial Property is 29% of "actual" (or market) value, while the assessed value of Residential Property is 7.15% of "actual" (or market) value (as of the date of this Agreement, and subject to change for adjustments occurring after January 1, 2019 in the residential assessment rate). As a result, a mill levy of any particular number of mills imposed on Commercial Property will derive significantly more tax revenue than if the same number of mills were imposed on Residential Property. As a result of this differential, the Revenue Pledge Agreements provide for the imposition of higher Mill Levies by the Residential Districts and lower Mill Levies for CAB Districts

with Commercial Property. The CAB Districts agree that the number of mills equal to the Mill Levies required to be imposed by each CAB District under its Revenue Pledge Agreement and the period during which each CAB District is required to impose its Mill Levies are intended to create, as much as is possible, an equitable tax burden on the taxpayers in each CAB District; *however*, the CAB Districts further acknowledge and agree that the benefits received by each of the CAB Districts and their respective current and future residents, occupants, taxpayers and property owners from the provision of the Public Improvements and the operations and maintenance thereof cannot be measured in exact terms and each CAB District's tax burden will not necessarily be equal in any year, or at all.

Section 2.05. Representations.

(a) Each CAB District represents and warrants that it has reviewed the CABEA, has had ample opportunity to seek and obtain legal, accounting and other advice in connection therewith, and has voluntarily entered into the CABEA.

(b) Each CAB District represents and warrants that it has reviewed the applicable Revenue Pledge Agreement, has had ample opportunity to seek and obtain legal, accounting and other advice in connection therewith, and has voluntarily entered into the applicable Revenue Pledge Agreement.

ARTICLE III

GENERAL PROVISIONS

Section 3.01. Integration. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the specific matters agreed to herein, and the parties hereto acknowledge that no oral or other agreements, understandings, representations or warranties exist with respect to this Agreement or the obligations of the parties hereto, except those specifically set forth herein.

Section 3.02. Modification. This Agreement may be supplemented, altered, amended, modified, terminated or revoked only by a written instrument signed by all the parties hereto.

Section 3.03. Severability. If any clause or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of this Agreement as a whole, and all other clauses or provisions shall be given full force and effect.

Section 3.04. Assignment. This Agreement may not be assigned without the express prior written consent of the parties hereto, and any attempt to assign this Agreement in violation hereof shall be null and void.

Section 3.05. Authority. By execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective party to the terms hereof.

Section 3.06. Applicable Law. This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State.

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1**

By: _____
President

ATTEST:

Assistant Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 2**

By: _____
President

ATTEST:

Assistant Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 3**

By: _____
President

ATTEST:

Assistant Secretary

[Signature page 1 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

ATTEST:

Assistant Secretary

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

ATTEST:

Assistant Secretary

[Signature page 2 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]

**THE AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**

By: _____
President

ATTEST:

Assistant Secretary

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD**

By: _____
President

ATTEST:

Assistant Secretary

[Signature page 3 of 3 to Amended and Restated Mill Levy Allocation Policy Agreement]

**TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN
DISTRICT NO. 1 PROJECTS**

This **TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN DISTRICT NO. 1 PROJECTS** (this “**Termination Agreement**”) is made and entered into this ____ day of _____, 2021, among **ATEC METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**CAB**”) and **AURORA TECH CENTER DEVELOPMENT, LLC**, a Colorado limited liability company (“**ATEC LLC**”) (individually, each a “**Party**” and collectively as the “**Parties**”).

RECITALS

A. The District, the CAB, and ATEC LLC are parties to that certain Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects dated June 23, 2020 (collectively, the “**Original IGA**”).

B. The CAB previously issued its Special Tax Revenue Draw-Down Bonds, Series 2020A, in the aggregate principal amount of up to \$165,159,327 (the “**Series 2020A Bonds**”) and its Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B, in the aggregate principal amount of up to \$32,338,830 (the “**Series 2020B Bonds**”, and collectively with the Series 2020A Bonds, the “**Series 2020 Bonds**”).

C. In conjunction with the issuance of the Series 2020 Bonds, the District entered into a Pledge Agreement (the “**Original Pledge Agreement**”) pledging certain revenues to the CAB in order for the CAB to finance additional costs of the Project, including approximately \$100,000,000 of net proceeds of Additional Obligations (as defined in the Original Pledge Agreement) on behalf of the District for the funding of public improvements to facilitate the construction of commercial and industrial development within the District’s boundaries (the “**Improvements**”).

D. In conjunction with the issuance of the Series 2020 Bonds, the Parties entered into the Original IGA setting forth the Parties’ respective rights, obligations and procedures with respect to the Additional Obligations and the reimbursement of ATEC LLC as provided therein.

E. The CAB is refinancing the Series 2020 Bonds, and as a result the District anticipates entering into a new Revenue Pledge Agreement with the CAB regarding the Additional Obligations for the Improvements, and the CAB anticipates entering into a new Agreement Regarding Coordination of Facilities Funding for ATEC Development Area to replace the Original IGA.

F. The Parties desire to terminate the Original IGA.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Termination. The Parties agree that the Original IGA is terminated and is of no further force or effect, as of the effective date of this Termination Agreement.
2. Representations. Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the Original IGA.
3. Release. The Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen or have been contemplated by the Original IGA. Each Party agrees not to make any claim against the other Party with respect to the Original IGA or the performance or non-performance of any covenant or condition contained within or contemplated by the Original IGA.
4. Binding Effect. This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE 1 OF 2 TO
TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN
DISTRICT NO. 1 PROJECTS**

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

DISTRICT:

ATEC METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

CAB:

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado

By: _____
Name: _____
Its: _____

Attest:

Secretary

**SIGNATURE PAGE 2 OF 2 TO
TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING
COORDINATION OF FACILITIES FUNDING FOR ATEC METROPOLITAN
DISTRICT NO. 1 PROJECTS**

ATEC LLC:

**AURORA TECH CENTER DEVELOPMENT,
LLC**, a Colorado limited liability company

By: CGF Management, Inc., a Nevada Corporation, Manager

By: _____

Name: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Carlo Ferreira, as President of CGF Management, Inc., a Nevada corporation, Manager of Aurora Center Tech Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 1
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Carla Ferreira, Matthew Hopper and Michael Sheldon shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The term of the office to which Director Deanna Hopper has previously been appointed expires upon her re-election, or the election of her successor at the Election, and upon such successor taking office.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect one (1) Director to serve until the next regular election, to occur May 2, 2023, and three (3) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the ATEC Metropolitan District No. 1 (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, one (1) Director shall be elected to serve until the next regular election, to occur May 2, 2023, and three (3) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Jennifer Pino shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Jennifer Pino at McGeady Becher, 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Jennifer Pino, the Designated Election Official for the ATEC Metropolitan District No. 1, c/o Jennifer Pino at McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 2
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Carla Ferreira, Matthew Hopper and Michael Sheldon shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The term of the office to which Director Deanna Hopper has previously been appointed expires upon her re-election, or the election of her successor at the Election, and upon such successor taking office.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect one (1) Director to serve until the next regular election, to occur May 2, 2023, and three (3) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the ATEC Metropolitan District No. 2 (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, one (1) Director shall be elected to serve until the next regular election, to occur May 2, 2023, and three (3) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Jennifer Pino shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Jennifer Pino at McGeady Becher, 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Jennifer Pino, the Designated Election Official for the ATEC Metropolitan District No. 2, c/o Jennifer Pino at McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 4, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

Secretary



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

September 17, 2021

Board of Directors
 ATEC Metro District No. 1
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide ATEC Metro District No. 1 (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Management responsibilities

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

Limitation of remedies

These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

Consulting services

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

Tax services

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.



- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

Examination, compilation, and preparation services related to prospective financial information

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
 - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.



Management responsibilities relevant to CLA's access to your cash

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of ATEC Metro District No. 1 information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA

Principal

Jason.Carroll@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of ATEC Metro District No. 1.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 1 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

Outsourced accounting activities

For each fund of the district, CLA will generally prepare and maintain the following accounting records:

- Cash receipts journal
- Cash disbursements journal
- General ledger
- Accounts receivable journals and ledgers
- Deposits with banks and financial institutions
- Schedule of disbursements
- Bank account reconciliations
- Investment records
- Detailed development fee records

Process accounts payable including the preparation and issuance of checks for approval by a designated individual

Prepare billings, record billings, enter cash receipts, and track revenues

Reconcile certain accounts regularly and prepare journal entries

Prepare depreciation schedules

Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.

Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.

Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.

Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.

If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.

If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.

Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.

Review claims for reimbursement from related parties prior to the board of directors' review and approval.

Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements' requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.

Attend board meetings as requested.

Be available during the year to consult with you on any accounting matters related to the district.

Review and approve monthly reconciliations and journal entries prepared by staff

Reconcile complex accounts monthly and prepare journal entries

Analyze financial statements and present to management and the board of directors.

Develop and track key business metrics as requested and review periodically with the board of directors.

Document accounting processes and procedures

Continue process and procedure improvement implementation

Report and manage cash flows

Assist with bank communications.

Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.

- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption

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from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended

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if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should

discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com



APPROVED:

Signature

Title

Date





CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Payroll Services SOW
Date: September 17, 2021

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 1 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services

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- Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

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For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity

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also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of ATEC Metro District No. 1.

APPROVED:

Signature

Title

Date





CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 1 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- **Coordination of all Board meetings;**
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- **Maintain lists of persons and organizations for correspondence;**
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- **24/7 answering and paging services;**
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

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Contract Administration

- **Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;**
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- **Provide coordination and administration for the continuing revision of the District's Rules and Regulations;**
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended

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if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (3) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (4) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

APPROVED:

Signature

Title

Date





CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

September 17, 2021

Board of Directors
 ATEC Metro District No. 2
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide ATEC Metro District No. 2 (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Management responsibilities

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

Limitation of remedies

These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

Consulting services

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

Tax services

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

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- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

Examination, compilation, and preparation services related to prospective financial information

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
 - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

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Management responsibilities relevant to CLA's access to your cash

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of ATEC Metro District No. 2 information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of ATEC Metro District No. 2.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 2 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

Outsourced accounting activities

For each fund of the district, CLA will generally prepare and maintain the following accounting records:

- Cash receipts journal
- Cash disbursements journal
- General ledger
- Accounts receivable journals and ledgers
- Deposits with banks and financial institutions
- Schedule of disbursements
- Bank account reconciliations
- Investment records
- Detailed development fee records

Process accounts payable including the preparation and issuance of checks for approval by a designated individual

Prepare billings, record billings, enter cash receipts, and track revenues

Reconcile certain accounts regularly and prepare journal entries

Prepare depreciation schedules

Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.

Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.

Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.

Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.

If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.

If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.

Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.

Review claims for reimbursement from related parties prior to the board of directors' review and approval.

Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements' requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.

Attend board meetings as requested.

Be available during the year to consult with you on any accounting matters related to the district.

Review and approve monthly reconciliations and journal entries prepared by staff

Reconcile complex accounts monthly and prepare journal entries

Analyze financial statements and present to management and the board of directors.

Develop and track key business metrics as requested and review periodically with the board of directors.

Document accounting processes and procedures

Continue process and procedure improvement implementation

Report and manage cash flows

Assist with bank communications.

Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.

- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption

from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended

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if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should

discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com



APPROVED:

Signature

Title

Date





CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Payroll Services SOW
Date: September 17, 2021

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 2 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services

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- Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

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For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity

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also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of ATEC Metro District No. 2.

APPROVED:

Signature

Title

Date





CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and ATEC Metro District No. 2 (“you” and “your”) dated September 17, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- **Coordination of all Board meetings;**
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- **Maintain lists of persons and organizations for correspondence;**
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- **24/7 answering and paging services;**
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

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Contract Administration

- **Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;**
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- **Provide coordination and administration for the continuing revision of the District's Rules and Regulations;**
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended

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if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (3) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (4) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Matt Urkoski
Principal
Matt.Urkoski@CLAconnect.com

APPROVED:

Signature

Title

Date

