

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 22, 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 22, 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 22, 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 22, 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 22, 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 22, 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 22, 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.]

[Signature Page 1 of 3]

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: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 2**

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 3**

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

Amended and Restated Mill Levy Policy Agreement (1 of 3)

Firefox

about:blank

[Signature Page 2 of 3]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

ATEC METROPOLITAN DISTRICT NO. 1

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

ATEC METROPOLITAN DISTRICT NO. 2

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

Amended and Restated Mill Levy Policy Agreement (2 of 3)

[Signature Page 3 of 3]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**THE AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD**

By: 
Matthew Hopper, President

Attest:


Secretary / Asst. Sec.

Amended and Restated Mill Levy Policy Agreement (3 of 3)