

ATEC METROPOLITAN DISTRICT NOS. 1 & 2 (“District No. 1”, District No. 2” and collectively the “Districts”)

8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: 303-779-5710
<https://theaurorahighlands.specialdistrict.net/>

NOTICE OF A REGULAR MEETING AND AGENDA

DATE: November 3, 2022

TIME: 3:00 P.M.

LOCATION: Construction Trailer (formerly Information Center)
 3900 E. 470 Beltway
 Aurora, CO 80019

THIS DISTRICT BOARD 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:

1. To attend via Zoom Videoconference use the below link:

<https://us02web.zoom.us/j/85421337424?pwd=Uk01M0hkbkgvd0g2ampvUkZpenRRQT09>

ACCESS:

2. To attend via telephone, dial 719-359-4580 and enter the following additional information:
 Meeting ID: 854 2133 7424
 Passcode: 545615

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Matt Hopper	President	May, 2025
Carla Ferreira	Vice President	May, 2025
Michael Sheldon	Treasurer	May, 2025
Deanna Hopper	Assistant Secretary	May, 2023
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. 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.
- D. Discuss results of the May 3, 2022 Regular Election (District No. 2).
- E. Confirm appointment of officers (District No. 2).

President: _____

Secretary: _____

Treasurer: _____

Assistant Secretary: _____

Assistant Secretary: _____

- F. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Schedule regular meetings (proposed date/time: Thursday, November 2, 2023 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 (enclosures).
- G. Discuss and authorize renewal of Districts' insurance and Special District Association membership for 2023 (enclosures).
- H. Discuss requirements of Section 32-1-809, C.R.S. and direct staff regarding compliance for 2023 (District Transparency Notice).

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.

- Approval of minutes from the April 21, 2022 and April 27, 2022 special meeting (District Nos. 1 and 2), the minutes from the May 9, 2022 special meeting (District No. 1) and the minutes from the September 21, 2022 special meeting (District No. 2) (enclosures).

III. FINANCIAL MATTERS

- A. Review and consider acceptance of September 30, 2022 Unaudited Financial Statements, Schedule of Cash Position, updated as of October 25, 2022 (District No. 1) (enclosure).
- B. Review and consider acceptance of Property Tax Reconciliation (District No. 2) (enclosure).
- C. Conduct Public Hearings to consider amendments of the 2022 Budgets. If necessary, consider adoption of Resolutions to Amend the 2022 Budgets.
- D. Conduct Public Hearings on the proposed 2023 Budgets and consider adoption of Resolutions to Adopt the 2023 Budgets and Appropriate Sums of Money and Resolutions to Set Mill Levies (enclosures – preliminary assessed valuations, draft budgets and resolutions).
- E. Authorize the District Accountant to prepare, and appoint Board Member to sign, the DLG-70 Certification of Tax Levies forms (“**Certifications**”). Direct District Accountant to file the Certifications with the Board of County Commissioners and other interested parties.
- F. Consider appointment of District Accountant to prepare 2024 Budgets.
- G. Discuss statutory requirements for an audit. Consider appointment of District Accountant to prepare Applications for Exemption from Audit for the Districts for 2022, and/or if necessary, consider authorization for engagement of auditor to perform 2022 Audit(s).
- H. Discuss matters related to The Aurora Highlands Community Authority Board (“**CAB**”) proposed Special Tax Revenue Bonds, Series 2022_(A) (or Series 2023_(A), as applicable), in the maximum aggregate principal amount of up to \$200,000,000 (ATEC MD No. 1 / Commercial) (“**2022A Bonds**”) and the CAB’s proposed Subordinate Special Tax Revenue Bonds, Series 2022_(B) (or Series 2023_(B), as applicable), in the maximum aggregate principal amount of up to \$100,000,000 (“**2022B Bonds**”).
 - 1. Discuss Second Amended and Restated Revenue Pledge Agreement by and between the CAB and District No. 1 (enclosure).
 - 2. Discuss and consider adoption by District No. 1 of a Resolution authorizing District No. 1 to enter into a Second Amended and Restated Revenue Pledge Agreement with the CAB for the purpose of providing revenue: (i) to fund repayment of up to \$4,000,000,000 in bonds and other obligations of the CAB,

including the proposed 2022A Bonds and the proposed 2022B Bonds (collectively, the “**CAB Obligations**”) issued for the purpose of financing public improvements serving the occupants, property owners and taxpayers within the CAB’s service area and (ii) to fund up to \$4,000,000,000 for payment of costs and expenses of the operation and maintenance of such public improvements and administration, statutory compliance and other related costs; such Resolution also approving the form of the Second Amended and Restated Revenue Pledge Agreement; authorizing the execution and delivery thereof and performance by District No. 1 thereunder; authorizing incidental action; and establishing the effective date thereof (enclosure).

IV. LEGAL MATTERS

- A. Discuss and consider approval of The Aurora Highlands Community Authority Board (“**CAB**”) Third Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 4, The Aurora Highlands Metropolitan District No. 5, The Aurora Highlands Metropolitan District No. 6, District No. 1, District No. 2 and the CAB (enclosure).
 1. Discuss and consider adoption of Resolutions of the Boards of Directors of the Districts Approving the Addition of The Aurora Highlands Metropolitan District No. 4 and The Aurora Highlands Metropolitan District No. 5 into the CAB and authorizing execution of the Third Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 4, The Aurora Highlands Metropolitan District No. 5, The Aurora Highlands Metropolitan District No. 6, District No. 1, District No. 2 and the CAB (enclosures).
- B. Consider adoption of Resolutions Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“**DEO**”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination and Acceptance Forms are due by February 24, 2023. Discuss need for ballot issues and/or questions.

V. MANAGER MATTERS

- A. Consider approval of CliftonLarsonAllen LLP Statement(s) of Work (enclosures).

VI. CONSTRUCTION MATTERS

- A. Other.

VII. OTHER BUSINESS

- A. None.

VIII. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2022.

RESOLUTION NO. 2022-11-01

RESOLUTION OF THE BOARD OF DIRECTORS OF 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 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. 1. That regular meetings of the District Board for the year 2023 shall be held on _____ at _____ .m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado 80019 and/or virtually via 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, www.theaurorahighlands.specialdistrict.net, 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:

Along the southern boundary of the District, north of E. 26th Avenue, Aurora

9. Timberline District Consulting, LLC, or its designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-11-01**RESOLUTION OF THE BOARD OF DIRECTORS OF
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 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 2023 shall be held on _____ at _____ .m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado 80019 and/or virtually via 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, www.theaurorahighlands.specialdistrict.net, 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:

Along the southern boundary of the District, north of E. 26th Avenue, Aurora

9. Timberline District Consulting, LLC, or its designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

Secretary

2023 CSD Pool General Coverage Notes

Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

If an item or location is not listed on the policy, there is no coverage.

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents - to include tenant improvements if required in contract, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property includes \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fencings, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is **actual cash value**. To have replacement cost valuation, the outdoor property must be schedule on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

Consider increasing property values.

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered. The CSD Pool will be automatically increasing limits 18% - 24%

Computer Coverage is provided with a \$250,000 sublimit. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage. New Sublimit for Member Personal Computer/Computing Equipment - \$1,500 Sublimit with a \$10,000 aggregate; requires member approval.

Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2021 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

Roofs and Hail

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible. For any real property over \$25,000,000 – deductible is \$75,000.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

Inland Marine/Auto Coverages:

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.



Auto Physical Damage Deductibles:

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

Crime and Employee Dishonesty Coverage:

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. **We highly recommend an increase in limits to a minimum of \$100,000.**

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.

Liability Coverages:

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

Excess Liability – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

Employment Practices Liability - Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

No Fault Water and Sewer Back Up – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

Pollution Liability – Water and Sewer Lines. If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. **This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply.** We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

Above Ground Tanks – With the exception of water tanks, in order for **General Liability** coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For **Pollution Liability** (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

****Volunteer Accident Coverage** - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is based on hours. Be sure to include in on your General Liability schedule. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).

Cyber Liability – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. **We highly recommend considering higher limits. Please contact us to discuss.**

Sanitation Maintenance Warranty – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

Homeowners Association Functions – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

Claims:

The timely reporting of claims is critical.

If you experience damage to your property, please make sure a claim is reported to Sedgwick prior to beginning any repair work. If you fix your property without giving the adjuster the opportunity to review the damages and the cause of damage they have the right to reject your claim. The caveat being that if the damage has the possibility of further damages, you must take steps to mitigate the further damage. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify Sedgwick of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, Sedgwick must be notified immediately.

Workers' Compensation Coverages:

Volunteers. The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered.

The assumed minimum payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Out of State Operations. If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

Workers' Compensation – Board Member Only Coverages :

****Board Member Only Coverage.** The annual minimum contribution for Board Member Only coverage will stay at \$450.

Board Members. C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years

Renewal Documents and Invoice 1/1/2023 to EOD 12/31/2023

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2023.

The following renewal documents are attached 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. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - 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 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.
5. 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 by January 1, 2023.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:
 Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 PO Box 1539
 Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 1800 SW 1st Ave, Suite 400
 Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these 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 written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Property and Liability Coverage Invoice

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
23PL-61826-1399	61826	1/1/2023	EOD 12/31/2023	9/6/2022

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 172.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

Total Contribution	\$2,113
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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

Payment Due Upon Receipt

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



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 23

Certificate Number: 23PL-61826-1399

Coverage Period: 1/1/2023 to EOD 12/31/2023

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	\$546
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	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	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	\$2,500	N/A	None	Included

Total Contribution \$1,941

*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

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 23PL-61826-1399

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2023 to EOD 12/31/2023

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

- 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

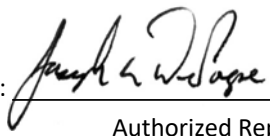
Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$172

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 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 23PL-61826-1399

Coverage Period: 1/1/2023 to EOD 12/31/2023

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: _____

A handwritten signature in black ink, appearing to read "Joseph L. W. Bague". The signature is written over a horizontal line.

Authorized Representative



General Liability Schedule Metropolitan District

Policy Number: 23PL-61826-1399
Named Member: ATEC Metropolitan District No. 1

Coverage Period: 1/1/2023 – EOD 12/31/2023
Broker: TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	1/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	45,000.00	1/1/2023	12/31/2023

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 2023 and 2022 contributions.
Loss Ratios based on participation years from 2015 to 2022

ATEC Metropolitan District No. 1

Year	Contribution
2023	\$2,113.00
2022	\$2,064.00
Difference	\$49.00
% Difference	2.37%

General Liability	Contribution	TOE
Yr. 2023	\$546.00	\$50,000.00
Yr. 2022	\$520.00	\$50,000.00
Difference	\$26.00	\$0.00
% Difference	5.00%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2023	\$132.00	0
Yr. 2022	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2023	\$172.00
Yr. 2022	\$170.00
Difference	\$2.00
% Difference	1.18%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2023	\$65.00	\$0.00
Yr. 2022	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2023	\$1,163.00	0
Yr. 2022	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2023	\$0.00	\$0.00
Yr. 2022	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2023	\$35.00
Yr. 2022	\$14.00
Difference	\$21.00
% Difference	150.00%
Loss Ratio	0.00%



2023 Excess Liability Options Proposal

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: 23PL-61826-1399

<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.

9/6/2022

Renewal Documents and Invoice 1/1/2023 to EOD 12/31/2023

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2023.

The following renewal documents are attached 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. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - 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 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.
5. 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 by January 1, 2023.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Payment Instructions

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1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:
 Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 PO Box 1539
 Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, Inc.
 1800 SW 1st Ave, Suite 400
 Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these 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 written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Property and Liability Coverage Invoice

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 No.	Entity ID	Effective Date	Expiration Date	Invoice Date
23PL-61827-1430	61827	1/1/2023	EOD 12/31/2023	9/6/2022

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 172.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

Total Contribution	\$2,113
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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

Payment Due Upon Receipt

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



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 23

Certificate Number: 23PL-61827-1430

Coverage Period: 1/1/2023 to EOD 12/31/2023

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	\$546
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	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	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	\$2,500	N/A	None	Included

Total Contribution \$1,941

*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

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 23PL-61827-1430

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2023 to EOD 12/31/2023

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):

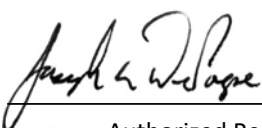
All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

Contribution: \$172

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 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 23PL-61827-1430

Coverage Period: 1/1/2023 to EOD 12/31/2023

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:

A handwritten signature in black ink, appearing to read "Joseph L. W. Bague", written over a horizontal line.

Authorized Representative



General Liability Schedule Metropolitan District

Policy Number: 23PL-61827-1430
Named Member: ATEC Metropolitan District No. 2

Coverage Period: 1/1/2023 – EOD 12/31/2023
Broker: TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	1/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	45,000.00	1/1/2023	12/31/2023

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 2023 and 2022 contributions.
Loss Ratios based on participation years from 2015 to 2022

ATEC Metropolitan District No. 2

Year	Contribution
2023	\$2,113.00
2022	\$2,064.00
Difference	\$49.00
% Difference	2.37%

General Liability	Contribution	TOE
Yr. 2023	\$546.00	\$50,000.00
Yr. 2022	\$520.00	\$50,000.00
Difference	\$26.00	\$0.00
% Difference	5.00%	0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2023	\$132.00	0
Yr. 2022	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2023	\$172.00
Yr. 2022	\$170.00
Difference	\$2.00
% Difference	1.18%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2023	\$65.00	\$0.00
Yr. 2022	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2023	\$1,163.00	0
Yr. 2022	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2023	\$0.00	\$0.00
Yr. 2022	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2023	\$0.00
Yr. 2022	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2023	\$35.00
Yr. 2022	\$14.00
Difference	\$21.00
% Difference	150.00%
Loss Ratio	0.00%



2023 Excess Liability Options Proposal

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: 23PL-61827-1430

<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.

9/6/2022

**MINUTES OF A SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NOS. 1 & 2
HELD
APRIL 21, 2022**

A special meeting of the Boards of Directors (referred to hereafter collectively as the “Boards”) of ATEC Metropolitan District Nos. 1 & 2 (“District No. 1”, “District No. 2”, and collectively the “Districts”), County of Adams was convened on Thursday, April 21, 2022 at 1:18 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. The Districts’ Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors In Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon

The absence of Directors Kathleen Sheldon and Deanna Hopper were excused.

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.
Denise Denslow, Anna Jones, Shauna D’Amato and Jason Carroll; CliftonLarsonAllen LLP (“CLA”)
Michael Baldwin, Aliraza Hassan and Pedro Ramos; Jefferies LLC
Jerry Jacobs, Christina Madrigal and Corey Pilato; Timberline District Consulting, LLC
Hanna Harriman and Arianne Meyers; JHL Constructors, Inc.
Alaina Bomar; Schedio Group, LLC
Cindy Shearon; Aurora Highlands, LLC

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest/Quorum: Attorney McGeady 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 as required by statute. No new conflicts were disclosed and a quorum was confirmed.

Meeting Location/Posting of Notice: The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Boards determined to conduct this

meeting at the above-stated location, with participants attending both in person and via videoconference. The Boards further noted that notice providing the time, date and location of the meeting 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.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira, and upon vote unanimously carried, the Boards determined that notices of meetings of the Boards required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted on the Districts' website, and, if said website is unavailable within the boundaries of the District(s) at the following location: the southern boundary of the Districts, north of E. 26th Avenue, Aurora, Colorado.

Agenda: The Boards considered the proposed Agenda for the Districts' special meeting. Upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Boards approved the agenda as presented.

Public Comment: There was no public comment.

CONSENT AGENDA The Boards considered the approval of the following:

November 4, 2021 Special Meetings Minutes

Following discussion, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Boards approved the Consent Agenda.

**FINANCIAL
MATTERS**

Public Hearing on Amendment to 2022 Budget (District No. 1): The District No. 1 Board opened the public hearing to consider an amendment to the 2022 Budget.

It was noted that publication of Notice stating that the District No. 1 Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 1. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Mr. Carroll informed the Board that an amendment to the 2022 Budget was not necessary.

LEGAL MATTERS

May 3, 2022 Regular Elections: Attorney McGeady informed the Boards that the May 3, 2022 Elections had been cancelled pursuant to Section 1-13.5-503, C.R.S., as there were not more candidates than open seats on the Boards. She further noted that Director M. Hopper, Director Ferreira and Director M. Sheldon were each deemed elected by acclamation to 3-year terms ending in May, 2025 on each Board, and Director D. Hopper was deemed elected by acclamation to a 1-year term ending in May, 2023 on each Board.

Amended and Restated Service Plan: Attorney McGeady informed the Board that the Amended and Restated Service Plan for the Districts had been approved by the City of

Aurora and would be effective as of April 23, 2022.

Notice of Intent to Undertake Certain Actions under the Districts' Amended and Restated Service Plan on April 14, 2022 (District No. 1): Attorney McGeady reviewed District No. 1's Notice of Intent to Undertake Certain Actions with the Board. The Board acknowledged District No. 1's publication, filing and transmittal of the Notice of Intent to Undertake Certain Actions under the District's Amended and Restated Service Plan on April 14, 2022.

Amended and Restated Intergovernmental Agreement by and between the City of Aurora, Colorado, District No. 1 and District No. 2: Attorney McGeady reviewed the Agreement with the Board, noting that the City has approved the Agreement. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Boards approved the Amended and Restated Intergovernmental Agreement by and between the City of Aurora, Colorado, District No. 1 and District No. 2.

Amendment to the CAB First Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, District No. 1 and District No. 2: Attorney McGeady described potential updates to the CAB First Amended and Restated Establishment Agreement to the Board. Following discussion, the Board directed staff to prepare the proposed updates, as discussed.

**MANAGER
MATTERS**

Other: None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Boards at this time, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon, the Boards adjourned the meeting at 1:22 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NOS. 1 & 2
HELD
APRIL 27, 2022**

A special meeting of the Boards of Directors (referred to hereafter collectively as the “Boards”) of ATEC Metropolitan District Nos. 1 & 2 (“District No. 1”, “District No. 2”, and collectively the “Districts”), County of Adams was convened on Wednesday, April 27, 2022 at 3:28 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. The Districts’ Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors In Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon

The absence of Directors Kathleen Sheldon and Deanna Hopper were excused.

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad; McGeady Becher P.C.
Denise Denslow and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Jerry Jacobs, Christina Madrigal and Corey Pilato; Timberline District Consulting, LLC
Matthew Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
Cindy Shearon; Aurora Highlands, LLC
Nicholas English; member of the public

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest/Quorum: Attorney McGeady 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 as required by statute. No new conflicts were disclosed and a quorum was confirmed.

Meeting Location/Posting of Notice: The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Boards determined to conduct these meetings at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location

of the meeting 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. Upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Boards approved the agenda as presented.

Public Comment: There was no public comment.

CONSENT AGENDA None.

FINANCIAL MATTERS None.

LEGAL MATTERS **The Aurora Highlands Community Authority Board ("CAB") Second Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), District No. 1, District No. 2 and the CAB ("Second A/R Establishment Agreement"):** Attorney McGeady reviewed the Second A/R Establishment Agreement with the Board.

Resolutions of the Boards of Directors of the Districts Approving the Addition of The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District) into the CAB and authorizing execution of the Second A/R Establishment Agreement: Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Boards approved the Second A/R Establishment Agreement and adopted respective Resolutions of the Boards of the Districts Approving the Addition of The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District) into the CAB and authorized execution of the Second A/R Establishment Agreement.

Amended and Restated Disclosure to Purchasers for Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), District No. 1, District No. 2 and the CAB: Attorney McGeady explained the requirement for an Amended and Restated Disclosure to Purchasers with the Boards. Following discussion, the Boards directed staff to prepare an Amended and Restated Disclosure to Purchasers for Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch

Metropolitan District), District No. 1, District No. 2 and the CAB, in compliance with requirements of the districts' service plans.

**MANAGER
MATTERS**

Other: None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Boards at this time, upon a motion duly made by Director Ferreira, seconded by Director M. Hopper and, upon vote, unanimously carried, the Boards adjourned the meeting.

Respectfully submitted,

By _____
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 1
HELD
MAY 9, 2022**

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of ATEC Metropolitan District No. 1 (the “District”), County of Adams was convened on Monday, May 9, 2022 at 1:02 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. The District’s Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors In Attendance Were:

Matt Hopper
Michael Sheldon
Kathleen Sheldon

The absence of Directors Carla Ferreira and Deanna Hopper were excused.

Also In Attendance Was:

MaryAnn McGeady, Esq. and Elisabeth A. Cortese, Esq.; McGeady Becher P.C.
Denise Denslow and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Michael Baldwin, Aliraza Hassan and Pedro Ramos; Jefferies LLC
Jerry Jacobs and Cristina Madrigal; Timberline District Consulting, LLC
 (“Timberline”)
Cindy Shearon; Aurora Highlands, LLC
Curren Vite; JHL Constructors, Inc.
Kristine Lay, Esq.; Kutak Rock LLP
Jason Burningham; Lewis Young Robertson & Burningham, Inc.

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest/Quorum: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board 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 Board 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 as required by statute. No new conflicts were disclosed and a quorum was confirmed.

Meeting Location/Posting of Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director K. Sheldon and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location

of the meeting was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the District's special meeting. Upon a motion duly made by Director M. Sheldon, seconded by Director K. Sheldon and, upon vote, unanimously carried, the Board approved the Agenda as presented.

Public Comment: There was no public comment.

May 3, 2022 Regular Election: Attorney Cortese discussed the results of the May 3, 2022 Election with the Board, noting that the Election had been cancelled pursuant to Section 1-13.5-503, C.R.S., as there were not more candidates than open seats on the Board. It was further noted that Director M. Hopper, Director Ferreira and Director M. Sheldon were each deemed elected by acclamation to 3-year terms ending in May, 2025, and Director D. Hopper was deemed elected by acclamation to a 1-year term ending in May, 2023.

Appointment of Officers: Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director K. Sheldon and, upon vote, unanimously carried, the Board appointed the following slate of officers:

President:	Matt Hopper
Vice-President:	Carla Ferreira
Treasurer:	Michael Sheldon
Assistant Secretary:	Deanna Hopper
Assistant Secretary:	Kathleen Sheldon
Recording Secretary:	Denise Denslow

CONSENT AGENDA None.

FINANCIAL MATTERS None.

LEGAL MATTERS **The Aurora Highlands Community Authority Board ("CAB") proposed Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of up to \$200,000,000 ("2022 Bonds") (ATEC MD No. 1 / Commercial):**

Amended and Restated Revenue Pledge Agreement by and between the CAB and the District: Ms. Lay presented the Amended and Restated Revenue Pledge Agreement to the Board.

Resolution authorizing the District to enter into an Amended and Restated Revenue Pledge Agreement with the CAB for the purpose of providing revenue: (i) to fund repayment of up to \$4,000,000,000 in bonds and other obligations of the CAB, including the proposed 2022 Bonds in the approximate amount of \$200,000,000 (collectively, "CAB Obligations") issued for the purpose of

financing public improvements serving the occupants, property owners and taxpayers within the CAB's service area and (ii) to fund up to \$4,000,000,000 for payment of costs and expenses of the operation and maintenance of such public improvements and administration, statutory compliance and other related costs; such Resolution also approving the form of the Amended and Restated Revenue Pledge Agreement; authorizing the execution and delivery thereof and performance by the District thereunder; authorizing incidental action; and establishing the effective date thereof ("Resolution Approving Amended and Restated Revenue Pledge Agreement"): Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director M. Hopper and, upon vote, unanimously carried, the Board adopted the Resolution Approving Amended and Restated Revenue Pledge Agreement.

**MANAGER
MATTERS**

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board adjourned the meeting.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF ATEC METROPOLITAN DISTRICT NO. 2 HELD SEPTEMBER 21, 2022

A special meeting of the Board of Directors (the “Board”) of ATEC Metropolitan District No. 2 (“District”), County of Adams, was convened on Wednesday, September 21, 2022 at 2:38 p.m. Due to a power outage, this meeting was held via Zoom video and/or telephone conference. The meeting was open to the public.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon

The absence of Directors Kathleen Sheldon and Deanna Hopper were excused.

Also in Attendance Were:

Matthew Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Shauna D’Amato; CliftonLarsonAllen LLP
Christina Madrigal; Timberline District Consulting, LLC
William C. Westmoreland and Nicholas English; The Aurora Highlands
Metropolitan District No. 1
Curren Vite; JHL Constructors, Inc.
Cindy Shearon; Aurora Highlands, LLC

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board 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 Board 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 and a quorum for the special meeting was confirmed.

Confirmation of Meeting Location/Posting of Notice: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District Board meeting. Following discussion, it was noted that due to a power outage the special meeting was held solely via Microsoft Teams, with all Directors and the consultants attending via Zoom video and/or telephone

RECORD OF PROCEEDINGS

conference and that notice of this change was posted at the physical meeting location. The Board further noted that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the District's special meeting. Following discussion, upon motion duly made by Director M. Hopper, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: None.

CONSENT AGENDA

The Board considered approval and/or ratification of the following items:

November 4, 2021 Regular Meeting Minutes

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Consent Agenda was approved.

FINANCIAL MATTERS

Other: None

LEGAL MATTERS

Public Hearing on Petition for Inclusion of Real Property: Attorney McGeady reviewed the proposed inclusion and described the authority of the District to include and exclude property from the District's boundaries pursuant to its Amended and Restated Service Plan, as well as the requirement to include property under the Amended and Restated Inclusion Agreement upon certain triggers. Attorney McGeady then addressed questions from those in attendance at the meeting and Attorney Hoistad presented a map detailing the parcel to be included. Upon a motion duly made by Director M. Hopper, the Board opened the public hearing to consider the inclusion of real property into the boundaries of the District.

It was noted that publication of Notice stating that the Board would consider approving the inclusion of approximately 39.967 acres of real property owned by NE Denver/Highlands, LLC into the boundaries of the District was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing. No further public comments were received, and the public hearing was closed.

Following review, upon a motion duly made by Director M. Hopper, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the inclusion of approximately 39.967 acres of property owned by NE Denver/Highlands, LLC into the District boundaries and adopted the Resolution for

RECORD OF PROCEEDINGS

Inclusion of Real Property.

MANAGER
MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director M. Hopper, seconded by Director Ferreira and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

ATEC METROPOLITAN DISTRICT NO. 1
FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

ATEC METROPOLITAN DISTRICT NO. 1
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

50

	<u>General</u>
ASSETS	
CSAFE	\$ 3
Receivable from County Treasurer	376
TOTAL ASSETS	<u><u>\$ 379</u></u>
 LIABILITIES AND FUND BALANCES	
CURRENT LIABILITIES	
Intergovernmental liability - CAB	\$ 379
Total Liabilities	<u>379</u>
 FUND BALANCES	
Total Fund Balances	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 379</u></u>

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

ATEC METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

51

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property Taxes	\$ 7,608	\$ 7,608	\$ -
Specific Ownership Tax	533	377	(156)
Interest Income	500	3	(497)
TOTAL REVENUES	<u>8,641</u>	<u>7,988</u>	<u>(653)</u>
EXPENDITURES			
County Treasurer's Fee	114	-	114
Intergovernmental transfer - CAB	8,027	7,988	39
Contingency	500	-	500
TOTAL EXPENDITURES	<u>8,641</u>	<u>7,988</u>	<u>653</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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.

SUPPLEMENTARY INFORMATION

**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.

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.

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

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.

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.

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.

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

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.

ATEC METROPOLITAN DISTRICT NO.1

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Schedule of Cash Position

September 30, 2022

Updated as of

October 25, 2022

	General Fund	Total
<u>CSAFE</u>		
Balance as of 9/30/22	\$ 3.44	\$3.44
Subsequent activities:		
10/10/22 Property Tax Receipt - Sept	376.31	376.31
<i>Anticipated transfer to CAB</i>	<i>(379.75)</i>	<i>(379.75)</i>
Anticipated balance	-	-

Yield Information (09/30/22)

C-Safe 2.62%

ATEC Metro District No.1
Property Taxes Reconciliation
2022

									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Net Amount Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 0.63	\$ -	\$ -	\$ 0.63	0.00%	0.00%	\$ 0.62	0.00%	0.00%
February	-	-	-	-	-	-	0.00%	0.00%	0.80	0.00%	0.00%
March	1.40	-	-	-	-	1.40	0.02%	0.02%	0.69	0.00%	0.00%
April	101.15	-	-	-	-	101.15	1.33%	1.35%	108.31	2.58%	2.58%
May	7,505.75	-	-	-	-	7,505.75	98.66%	100.00%	4,058.65	97.43%	100.01%
June	-	-	-	-	-	-	0.00%	100.00%	0.63	0.00%	100.01%
July	-	-	-	-	-	-	0.00%	100.00%	0.67	0.00%	100.01%
August	-	-	-	-	-	-	0.00%	100.00%	0.80	0.00%	100.01%
September	-	-	376.31	-	-	376.31	0.00%	100.00%	0.88	0.00%	100.01%
October	-	-	-	-	-	-	0.00%	100.00%	0.72	0.00%	100.01%
November	-	-	-	-	-	-	0.00%	100.00%	0.74	0.00%	100.01%
December	-	-	-	-	-	-	0.00%	100.00%	0.66	0.00%	100.01%
	\$ 7,608.30	\$ -	\$ 376.94	\$ -	\$ -	\$ 7,985.24	100.00%	100.00%	\$ 4,174.17	100.01%	100.01%

<u>Property Tax</u>	<u>Mill Levy</u>
General Fund	35.000
Debt Service Fund	0.000
ARI - CPF	0.000
	<u>35.000</u>

Specific Ownership Tax

General Fund	\$ 533	100.00%	\$ 376.93	70.72%
	<u>\$ 533</u>	<u>100.00%</u>	<u>\$ 376.94</u>	<u>70.72%</u>

Treasurer's Fees

General Fund	\$ 114	100.00%	\$ -	0.00%
	<u>\$ 114</u>	<u>100.00%</u>	<u>\$ -</u>	<u>0.00%</u>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 7,608	100.00%	\$ 7,608.30	100.00%
\$ -	0.00%	-	0.00%
\$ -	0.00%	-	0.00%
<u>\$ 7,608</u>	<u>100.00%</u>	<u>\$ 7,608.30</u>	<u>100.00%</u>

	Transfer to CAB	Transfer Date
Beg . Balance	\$ 113.82	
Previous Year	4,174.17	
Current Year	7,985.24	
Transfer	(4,286.59)	12/10/2021
Transfer	(7,610.33)	6/24/2022
Transfer		
Transfer		
Transfer		
Due to CAB	<u>\$ 376.31</u>	

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.

ATEC Metro District No.2
Property Taxes Reconciliation
2022

									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Net Amount Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 0.63	\$ -	\$ -	\$ 0.63	0.00%	0.00%		2.27%	2.27%
February	-	-	-	-	-	-	0.00%	0.00%		32.69%	34.96%
March	1.40	-	-	-	-	1.40	140.00%	140.00%		11.00%	45.96%
April	-	-	-	-	-	-	0.00%	140.00%		18.61%	64.57%
May	-	-	-	-	-	-	0.00%	140.00%		7.15%	71.73%
June	-	-	-	-	-	-	0.00%	140.00%		29.17%	100.89%
July	-	-	-	-	-	-	0.00%	140.00%		0.42%	101.31%
August	-	-	-	-	-	-	0.00%	140.00%		0.03%	101.34%
September	-	-	0.08	-	-	0.08	0.00%	140.00%		0.00%	101.34%
October	-	-	-	-	-	-	0.00%	140.00%		0.00%	101.34%
November	-	-	-	-	-	-	0.00%	140.00%		0.18%	101.52%
December	-	-	-	-	-	-	0.00%	140.00%		0.00%	101.52%
	\$ 1.40	\$ -	\$ 0.71	\$ -	\$ -	\$ 2.11	140.00%	140.00%	\$ -	101.52%	101.52%

<u>Property Tax</u>	<u>Mill Levy</u>
General Fund	35.000
Debt Service Fund	0.000
ARI - CPF	0.000
	<u>35.000</u>

Specific Ownership Tax

General Fund	\$ -	100.00%	\$ 0.70	0.00%
Debt Service Fund	-	0.00%	-	0.00%
ARI - GF	-	0.00%	-	0.00%
	<u>\$ -</u>	<u>100.00%</u>	<u>\$ 0.71</u>	<u>0.00%</u>

Treasurer's Fees

General Fund	\$ -	100.00%	\$ -	0.00%
Debt Service Fund	-	0.00%	-	0.00%
ARI - CPF	-	0.00%	-	0.00%
	<u>\$ -</u>	<u>100.00%</u>	<u>\$ -</u>	<u>0.00%</u>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 1	100.00%	\$ 1.40	140.00%
\$ -	0.00%	-	0.00%
\$ -	0.00%	-	0.00%
<u>\$ 1</u>	<u>100.00%</u>	<u>\$ 1.40</u>	<u>140.00%</u>

	Transfer to CAB
Beg . Balance	\$ 124.04
Current Year	2.11
Transfer	
Transfer	
Transfer	
Transfer	
Transfer	
Transfer	
Transfer	
Transfer	
Due to CAB	<u>\$ 126.15</u>

ATEC METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2023

ATEC METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/5/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	4,271	7,608	7,608	7,608	7,562
Property taxes - ARI	-	-	-	-	24
Specific ownership taxes	17	533	1	533	531
Interest income	-	-	3	5	-
Other revenue	-	500	-	-	500
Total revenues	4,288	8,641	7,612	8,146	8,617
Total funds available	4,288	8,641	7,612	8,146	8,617
EXPENDITURES					
County Treasurer's fee- CAB	-	114	-	114	113
Intergovernmental transfers - CAB	4,288	8,027	7,612	8,032	7,980
Intergovernmental transfers - ARTA	-	-	-	-	24
Contingency	-	500	-	-	500
Total expenditures	4,288	8,641	7,612	8,146	8,617
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

ATEC METROPOLITAN DISTRICT NO. 1
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/5/22

ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Agricultural	\$ 3,070	\$ 2,930	\$ 2,930	\$ 2,930	\$ 2,670
State assessed	14,260	13,510	13,510	13,510	14,880
Personal property	101,680	200,940	200,940	200,940	198,250
Certified Assessed Value	<u>\$ 119,010</u>	<u>\$ 217,380</u>	<u>\$ 217,380</u>	<u>\$ 217,380</u>	<u>\$ 215,800</u>

MILL LEVY

General	35.000	35.000	35.000	35.000	35.042
ARI	0.000	0.000	0.000	0.000	0.115
Total mill levy	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.157</u>

PROPERTY TAXES

General	\$ 4,165	\$ 7,608	\$ 7,608	\$ 7,608	\$ 7,562
ARI	-	-	-	-	24
Levied property taxes	4,165	7,608	7,608	7,608	7,586
Prior year taxes	106	-	-	-	-
Budgeted property taxes	<u>\$ 4,271</u>	<u>\$ 7,608</u>	<u>\$ 7,608</u>	<u>\$ 7,608</u>	<u>\$ 7,586</u>

BUDGETED PROPERTY TAXES

General	\$ 4,271.00	\$ 7,608	\$ 7,608	\$ 7,608	\$ 7,562
ARI	-	-	-	-	24
	<u>\$ 4,271</u>	<u>\$ 7,608</u>	<u>\$ 7,608</u>	<u>\$ 7,608</u>	<u>\$ 7,586</u>

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 1
2023 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.

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 ARTA to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

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. On April 27, 2022, the CAB Districts approved the addition of The Aurora Highlands Metropolitan District Nos. 4-6 to the CAB. It is anticipated that one or more of the CAB Districts

**ATEC METROPOLITAN DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

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.

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 0.115 mills due to a change in calculating the residential assessed valuation.

Expenditures

County Treasurer's Fees

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

**ATEC METROPOLITAN DISTRICT NO. 1
2023 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 Transfers CAB

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement, which was amended on December 22, 2021. Pursuant to the Amended and Restated Mill Levy Allocation 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 Revenue Pledged Agreement (described below).

On December 22, 2021, the District entered into the Revenue Pledge Agreement (Pledged Agreement) with the CAB as a part of the 2021 Series A and 2021 Series B Bond issuances. Per the Pledge Agreement, 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 Pledged Agreement and the Amended and Restated Mill Levy Allocation Policy Agreement.

Intergovernmental Transfer ARTA

Per the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levy, AACMD requires that the District 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.

ATEC METROPOLITAN DISTRICT NO. 2
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2023

ATEC METROPOLITAN DISTRICT NO. 2
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/6/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	1	-	109	1,497
Property taxes - ARI	-	-	-	-	5
Specific ownership taxes	-	-	-	17	105
Other revenue	-	500	-	-	500
Total revenues	-	501	-	126	2,107
Total funds available	-	501	-	126	2,107
EXPENDITURES					
Contingency	-	500	-	-	500
County Treasurer's Fees	-	-	-	-	22
Intergovernmental transfer - CAB	-	1	-	126	1,580
Intergovernmental transfer - ARTA	-	-	-	-	5
Total expenditures	-	501	-	126	2,107
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

ATEC METROPOLITAN DISTRICT NO. 2
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

10/6/22

ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
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ASSESSED VALUATION

Agricultural	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40
State assessed	-	-	-	-	630
Personal property	-	-	-	-	42,100
Certified Assessed Value	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 42,770</u>

MILL LEVY

General	35.000	35.000	35.000	35.000	35.003
ARI	0.000	0.000	0.000	0.000	0.115
Total mill levy	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.118</u>

PROPERTY TAXES

General	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1,497
ARI	-	-	-	-	5
Levied property taxes	1	1	1	1	1,502
Adjustments to actual/rounding	(1)	-	(1)	-	-
Prior year taxes	-	-	-	108	-
Budgeted property taxes	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 109</u>	<u>\$ 1,502</u>

BUDGETED PROPERTY TAXES

General	\$ -	\$ 1	\$ -	\$ 109	\$ 1,497
ARI	-	-	-	-	5
	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 109</u>	<u>\$ 1,502</u>

No assurance provided. See summary of significant assumptions.

**ATEC METROPOLITAN DISTRICT NO. 2
2023 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.

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 ARTA to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

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. On April 27, 2022, the CAB Districts approved the addition of The Aurora Highlands Metropolitan District Nos. 4-6 to the CAB. It is anticipated that one or more of the CAB Districts

**ATEC METROPOLITAN DISTRICT NO. 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

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.

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 0.115 mills due to a change in calculating the residential assessed valuation.

Expenditures

County Treasurer's Fees

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

**ATEC METROPOLITAN DISTRICT NO. 2
2023 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 Transfers CAB

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement, which was amended on December 22, 2021. Pursuant to the Amended and Restated Mill Levy Allocation 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 Revenue Pledged Agreement (described below).

On December 22, 2021, the District entered into the Revenue Pledge Agreement (Pledged Agreement) with the CAB as a part of the 2021 Series A and 2021 Series B Bond issuances. Per the Pledge Agreement, 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 Pledged Agreement and the Amended and Restated Mill Levy Allocation Policy Agreement.

Intergovernmental Transfer ARTA

Per the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levy, AACMD requires that the District 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. 2022-11-_____

**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 2023**

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 3, 2022, 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 TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**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 2023, duly adopted at a meeting of the Board of Directors of the ATEC Metropolitan District No. 1 held on November 3, 2022.

Secretary

RESOLUTION NO. 2022-11-_____

**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 2023**

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 3, 2022, 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 TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**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 2023, duly adopted at a meeting of the Board of Directors of the ATEC Metropolitan District No. 2 held on November 3, 2022.

Secretary

RESOLUTION NO. 2022-11-_____

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
2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2023 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 3, 2022.

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 2023 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 2023 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 2023 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 3, 2022.

**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 2023, duly adopted at a meeting of the Board of Directors of ATEC Metropolitan District No. 1 held on November 3, 2022.

Secretary

RESOLUTION NO. 2022-11-_____

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
2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2023 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 3, 2022.

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 2023 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 2023 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 2023 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 3, 2022.

**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 2023, duly adopted at a meeting of the Board of Directors of ATEC Metropolitan District No. 2 held on November 3, 2022.

Secretary

**SECOND AMENDED AND RESTATED REVENUE PLEDGE AGREEMENT
(ATEC NO. 1)**

BETWEEN

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

AND

ATEC METROPOLITAN DISTRICT NO. 1

DATED DECEMBER __, 2022

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SECOND AMENDED AND RESTATED REVENUE PLEDGE AGREEMENT (ATEC NO. 1)

This **SECOND AMENDED AND RESTATED REVENUE PLEDGE AGREEMENT (ATEC NO. 1)** (this “Agreement”), is entered into on this ____ day of December 2022, 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 Amended and Restated Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board of Directors of ATEC No. 1 (the “Board”) on May 9, 2022, which amended and restated the Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board on November 4, 2021 (collectively, the “Prior Agreements”).

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, and as amended and restated on February 28, 2022 pursuant to City Ordinance effective on April 23, 2022 (as so amended and restated, the “ATEC Service Plan”); and

WHEREAS, ATEC No. 1; the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); 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 Aurora Highlands Metropolitan District No. 6 (“District No. 6”); and ATEC Metropolitan District No. 2 (“ATEC No. 2” and, together with the Coordinating District, District No. 1, District No. 2, District No. 3, District No. 6 and ATEC No.

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

WHEREAS, ATEC No. 1 and the other CAB 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; and

WHEREAS, ATEC No. 1 and the other CAB Districts have entered into that certain Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 27, 2022 (as so amended and restated, the “CABEA”), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority; and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including, without limitation, the development of property in The Aurora Highlands Development (defined below) and the Aurora Tech Center Development (defined below and, together with The Aurora Highlands Development, the “Developments”) and certain Regional Transportation System Improvements (collectively, and as more particularly defined in Section 1.02 hereof, the “Public Improvements”); and

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

WHEREAS, under their respective service plans and the CABEA, the CAB Districts and the Authority are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of the Public 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 CAB 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 CAB Districts, and the Authority; and

WHEREAS, the Authority has entered into an Intergovernmental Agreement Regarding Regional Transportation System Senior Project Funding and Construction, dated November 24, 2021 (the “ARTA IGA”) with the Aerotropolis Regional Transportation Authority (as more particularly defined in Section 1.01 hereof, “ARTA”); and

WHEREAS, ARTA was established for the general purposes of constructing, or causing to be constructed, and facilitating the completion of a regional transportation system (“Regional Transportation System”), and each of ARTA and the Authority are authorized to provide components of the Regional Transportation System (such components being “Regional Transportation System Improvements”); and

WHEREAS, for the purposes of financing the Regional Transportation System Improvements that are the responsibility of ARTA (the “ARTA Regional Improvements”) as set forth in the Capital Plan attached as an exhibit to the ARTA IGA (the “Regional Improvements Capital Plan”), the ARTA IGA contemplates the issuance of bonds or other financial obligations by ARTA, some of which have already been issued for such purpose; and

WHEREAS, the ARTA IGA and the CABEA contemplate the provision by the Authority of certain Regional Transportation System Improvements, and the Regional Improvements Capital Plan set forth in the ARTA IGA specifies which of such improvements are the responsibility of the Authority (the “Authority Regional Improvements”); and

WHEREAS, the phasing of the construction and financing of Regional Transportation System Improvements as set forth in the Regional Improvements Capital Plan is critical to: (i) the practical aspects of constructing and installing such improvements; (ii) addressing the timing of the need and demand for certain components of such system; and (ii) supporting the development of the property in ATEC No. 1 and the corresponding growth of the assessed value of the property subject to taxation by ATEC No. 1 for the payment of the Bonds (defined below) being issued pursuant to this Indenture; and

WHEREAS, both ARTA and the Authority have acknowledged in the ARTA IGA that the Authority may have bond proceeds or other funds available to finance ARTA Regional Improvements prior to the time that ARTA has bond proceeds or other funds available for such purpose; and

WHEREAS, the Authority agreed in the ARTA IGA to fund and construct, from time to time, ARTA Regional Improvements on the condition that ARTA will reimburse the Authority for the actual costs incurred by the Authority to complete such ARTA Regional Improvements from proceeds of bonds issued by ARTA or from other legally available sources; and

WHEREAS, the Authority has developed a long term financing plan to fund the Public Improvements (including Regional Transportation System 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 (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of 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 and other future developments occurring and anticipated to occur within the Service Area of the Authority, will benefit the residents, occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB Districts; and

WHEREAS, Aurora Tech Center Development, LLC, a Colorado limited liability company (“ATEC Development LLC”), is the holder of an option to purchase, and is anticipated to close on the purchase 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 intends to sell real property comprising the Aurora Tech Center Development to Aerotropolis Industrial Development, LLC, a Colorado limited liability company (“Aerotropolis Industrial Development LLC”), and Aerotropolis Industrial Development LLC is expected to construct or cause the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1; 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 and may in the future construct or cause the construction of Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB Districts; and

WHEREAS, the Board of Directors of the Authority (the “Authority Board”) and the Boards of Directors of each of the CAB Districts (collectively, the “Governing Boards”) have 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, including those within the boundaries of ATEC No. 1 and the other CAB Districts in furtherance of carrying out the Long Term Capital Improvements Plan; and

WHEREAS, the Governing Boards have further determined that it is necessary to pay and/or reimburse ATEC Development LLC, Aurora Highlands LLC, and/or other entities that construct or cause the construction of Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority; 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 CAB 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 CAB 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 were filed with the division of securities created by Section 11-51-701, C.R.S., all within 45 days after the ATEC No. 1 Election; and

WHEREAS, Ballot Issue 5A approved at the ATEC No. 1 Election (“Ballot Issue 5A”), a copy of which is attached in Exhibit A hereto, authorized ATEC No. 1 to impose ad valorem property taxes in any year in an amount of up to \$4,000,000,000 annually to pay administration, operations, maintenance, and capital expenses; and

WHEREAS, Ballot Issue 5C approved at the ATEC No. 1 Election (“Ballot Issue 5C”), a copy of which is attached in Exhibit A hereto, authorized ATEC No. 1 to impose ad valorem

property taxes in any year in an amount of up to \$4,000,000,000 annually for the payment of amounts due pursuant to one or more intergovernmental agreements or other contracts; and

WHEREAS, Ballot Issue 5S approved at the ATEC No. 1 Election (“Ballot Issue 5S” and, together with Ballot Issue 5A and Ballot Issue 5C, the “Voted Authorization”), a copy of which is attached in Exhibit A hereto, authorized ATEC No. 1 to enter into one or more intergovernmental agreements with one or more political subdivisions of the State, governmental units, governmentally-owned enterprises, or other public entities for the purpose of jointly financing the costs of any public improvements, facilities, systems, programs, or projects which ATEC No. 1 may lawfully provide, or for the purpose of providing for the operations and maintenance of ATEC No. 1 and such facilities and properties, which agreement may constitute a multiple fiscal year financial obligation of ATEC No. 1; and

WHEREAS, this Agreement constitutes a multiple fiscal year financial obligation of ATEC No. 1, and the Board has determined that ATEC No. 1 is authorized to enter into this Agreement and perform its obligations hereunder pursuant to the Voted Authorization obtained at the ATEC No. 1 Election; and

WHEREAS, the Board has determined that ATEC No. 1 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. 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 occupants, 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, this Agreement is an obligation of ATEC No. 1 entered into pursuant to the authority of Title 32, Article 1, Part 11, C.R.S., the ATEC Service Plan, and all other laws hereunto enabling; and

WHEREAS, Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”) provides that all or any provisions of the Supplemental Public Securities 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) 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 Board of ATEC No. 1, in its capacity as the governing body of a 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 Public Securities Act to the issuance of such securities; and

WHEREAS, the Board of ATEC No. 1 has elected to apply all of the provisions of the Supplemental Public Securities Act to the issuance, execution and delivery of this Agreement and the performance by ATEC No. 1 of its Payment Obligation hereunder, *except for* 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, ATEC No. 1's Payment Obligation under this Agreement shall be payable solely from and to the extent of the ATEC No. 1 Revenues; 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 Agreements shall be superseded in their entirety; 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 ATEC No. 1 Debt Service Revenues.

“Additional Obligations” shall, when used within the meaning of the PILOT Covenant, mean CAB Obligations.

“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 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 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.

(c) Notwithstanding anything herein to the contrary, in no event may the Additional Residential District Required Debt Service Mill Levy be imposed beyond the Maximum Mill Levy Imposition Term to the extent applicable to such Additional Residential District pursuant to its service plan.

“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 ATEC No. 1 Debt Service Revenues.

"Aerotropolis Industrial Development LLC" means Aerotropolis Industrial Development, LLC, a Colorado limited liability company.

"Agreement" means this Second Amended and Restated Revenue Pledge Agreement (ATEC No. 1) as the same may be amended or modified from time to time in accordance with the provisions hereof.

"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.

“*ARTA*” means the Aerotropolis Regional Transportation Authority, a political subdivision and body corporate of the State of Colorado formed pursuant to the Regional Transportation Law, Sections 43-4-601, *et seq.*, C.R.S.

“*ARTA IGA*” means the Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction dated November 24, 2021 between the Authority and ARTA.

“*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 Revenues" means, collectively, the ATEC No. 1 Debt Service Revenues and the ATEC No. 1 Operations Revenues.

"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 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, and as amended and restated on February 28, 2022 pursuant to City Ordinance effective on April 23, 2022, as the same may be further 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 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 Powhaton 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 lawfully organized Board of Directors of the Authority, being the governing body thereof.

“*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 CAB Districts, being the governing bodies thereof, respectively.

“*Bonds*” shall, when used within the meaning of the PILOT Covenant, mean CAB Obligations.

“*CAB Districts*” means, collectively, as of the date hereof: (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) District No. 6; (e) ATEC No. 1; (f) ATEC No. 2; and (g) the Coordinating District.

“*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 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.

“*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 Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 27, 2022 by and among the CAB Districts, 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.

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

“*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. 6*” means The Aurora Highlands Metropolitan District No. 6, in the City of Aurora, Adams County, Colorado, its successors and assigns.

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

“*Eligible District*” means a metropolitan district duly organized and existing under the constitution and laws of the State, including particularly the Special District Act, which metropolitan district: (a) has a service plan that was approved by the City after the date of this

Agreement; (b) has become and constitutes a member of the Authority in accordance with the provisions of the CABEA; and (c) has authorized, executed and delivered and is legally bound by an Additional District Revenue Pledge Agreement (if such Eligible District constitutes an Additional District) or an Additional Residential District Revenue Pledge Agreement with the Authority (if such Eligible District constitutes an Additional Residential District).

“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 first year in which the assessed valuation of such Additional Residential District is equal to or more than \$10,000,000, provided that no such mill levy shall be imposed prior to 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, provided that such Additional District Required Debt Service Mill Levy shall not be imposed earlier than tax levy year 2024 (for collection in 2025).

“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 to fund the Public Improvements (including Regional Transportation System 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 (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“Maximum Mill Levy Imposition Term” has the following meanings:

(a) With respect to ATEC No. 1, such term has the meaning set forth in the ATEC Service Plan, provided that to the extent the provisions of the ATEC 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.

(b) With respect to any Additional Residential District, such term or any similar term has the meaning, if any, assigned thereto in the Additional Residential District's service plan, as such service plan may be revised from time to time.

"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. 202000059148 in the Adams County records, as the same may be amended from time to time.

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

"Pledge Agreement" shall, within the meaning of the PILOT Covenant, mean any one or more of the Revenue Pledge Agreements, as applicable.

"Prior Agreements" means the Amended and Restated Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board on May 9, 2022, which amended and restated the Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board on November 4, 2021.

"Public Improvements" means the public infrastructure improvements serving and supporting the development of real property in the Service Area of the Authority, including, without limitation, the Developments and the Regional Transportation System Improvements, all as contemplated under the Long Term Capital Improvements Plan.

"Regional Transportation System" has the meaning assigned to such term in the ARTA IGA.

"Regional Transportation System Improvements" has the meaning assigned to such term in the ARTA IGA.

"Required Debt Service Mill Levy" means, as applicable, any one or more of the following: (a) the ATEC No. 1 Required Debt Service Mill Levy; (b) any Additional District Required Debt Service Mill Levy; and (c) any Additional Residential District Required Debt Service Mill Levy.

"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) this Agreement; (f) the ATEC No. 2 Revenue Pledge Agreement; (g) any Additional District Revenue Pledge Agreement; and (h) any Additional Residential District Revenue Pledge Agreement.

“*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 Public Securities 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 Obligation; Limited Tax General Obligation; Payment Obligation.

(a) This Agreement constitutes a multiple fiscal year financial obligation and limited tax general obligation 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 in the First Debt Service Mill Levy Imposition Year 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 in tax levy year 2022 and 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) 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. Subject to applicable law and the provisions of the CABEA, the Authority 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 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 such time as 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 the Additional Residential District Required Debt Service Mill Levy; and

(ii) if such excluded property is included into 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 such time as 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 Additional 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, Aerotropolis Industrial 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.

Section 2.12. Covenants Regarding ATEC Service Plan. ATEC No. 1 shall not amend, modify, supplement or otherwise revise (or agree to the amendment, modification, supplement or revision of) its ATEC Service Plan if such amendment, modification, supplement or revision would:

(a) alter the Maximum Mill Levy Imposition Term in a manner which would reduce (or could be interpreted as reducing) the Maximum Mill Levy Imposition Term applicable to ATEC No. 1, or would otherwise reduce (or could be interpreted as reducing) the period during which ATEC No. 1 is authorized to impose a debt service mill levy in accordance with the provisions hereof;

(b) impair performance by ATEC No. 1 of its covenants under this Agreement or weaken the nature of such covenants;

(c) impede the ability of ATEC No. 1 to comply with its obligations under this Agreement; or

(d) require ATEC No. 1 to engage in activities or refrain from activities that would diminish ATEC No. 1's obligations under this Agreement, reduce the amount of

the ATEC No. 1 Revenues or delay the receipt thereof, or otherwise have a materially adverse effect on 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. Supplemental Public Securities Act. The Board has elected to apply all of the provisions of the Supplemental Public Securities Act to the issuance, execution and delivery of this Agreement and the performance by ATEC No. 1 of its Payment Obligation hereunder, *except for* 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.

Section 5.02. 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 Public Securities 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 5.03. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Public Securities 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 5.04. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, this Agreement contains a recital that it is issued pursuant to certain provisions of the Supplemental Public Securities 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 5.05. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any

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) Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(l) 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 5.08. Special District Act. The Authority and ATEC No. 1 agree that, for purposes of Section 32-1-1101(6)(a), C.R.S., CAB Obligations secured by and payable from ATEC No. 1 Debt Service Revenues shall be deemed obligations issued on behalf of ATEC No. 1 by the Authority. Accordingly, the Authority agrees that all CAB Obligations secured by ATEC No. 1 Debt Service Revenues (or any portion thereof) will initially be issued only to a “financial institution or institutional investor” as such terms are defined in Section 32-1-103(6.5), C.R.S., or will constitute a refunding or restructuring contemplated by Section 32-1-1101(6)(b), C.R.S.

Section 5.09. 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) The ATEC No. 1 Debt Service Revenues to be remitted to or at the direction of the Authority as provided in this Agreement are for the purpose of providing revenue to fund the repayment of up to \$4,000,000,000 in CAB Obligations issued from time to time by the Authority, which CAB Obligations 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).

(b) ATEC No. 1’s Payment Obligation under this Agreement with respect to the ATEC No. 1 Debt Service Revenues 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 that are payable from the ATEC No. 1 Debt Service Revenues (which CAB Obligations, to the extent secured by and payable from the ATEC No. 1 Debt Service Revenues, shall not exceed \$4,000,000,000 in aggregate principal amount), which authorized denomination shall be not less than \$500,000 or integral multiples of \$1,000 in excess thereof, and such Payment Obligation (with respect to the ATEC No. 1 Debt

Service Revenues) is exempt from the registration requirements of the Colorado Municipal Bond Supervision Act in accordance with Rule 59-10.3. ATEC No. 1 has filed or caused to be filed a claim of exemption under the Colorado Municipal Bond Supervision Act on such basis.

(c) With respect to ATEC No. 1's Payment Obligation relating to the ATEC No. 1 Operations Revenues to be applied, in the sole discretion of the Authority, to CAB Operating Costs or other purposes not including a pledge as security 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.

(d) 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. The provisions of this Section 5.08(d) shall not be construed as prohibiting or limiting the Authority's right to pledge the ATEC No. 1 Debt Service Revenues and grant all right, title and interest of the Authority therein as necessary and appropriate to secure and pay CAB Obligations.

Section 5.10. Severability. If any section, subsection, paragraph, clause, or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

Section 5.11. 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 Second Amended and Restated Revenue Pledge Agreement (ATEC No. 1)]

EXHIBIT A**BALLOT ISSUES 5A, 5C AND 5S
ATEC NO. 1 ELECTION****ATEC METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE 5A:**

SHALL ATEC METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$4,000,000,000 ANNUALLY OR BY SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION, OPERATIONS, MAINTENANCE, AND CAPITAL EXPENSES, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION TO PAY SUCH EXPENSES AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2019 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

ATEC METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE 5C:

SHALL ATEC METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$4,000,000,000 ANNUALLY OR BY SUCH LESSER AMOUNT AS NECESSARY FOR THE PAYMENT OF SUCH AMOUNTS DUE PURSUANT TO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION FOR THE PAYMENT OF SUCH AMOUNTS DUE, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2019 AND IN EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

ATEC METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE 5S:

SHALL ATEC METROPOLITAN DISTRICT NO. 1 BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES, WHICH AGREEMENT MAY CONSTITUTE A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, PUBLIC IMPROVEMENT FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS?

CERTIFIED RECORD
OF
PROCEEDINGS OF
THE BOARD OF DIRECTORS
OF
ATEC METROPOLITAN DISTRICT NO. 1
In the City of Aurora
Adams County, Colorado

Relating to a Resolution authorizing an
Second Amended and Restated Revenue Pledge Agreement

Adopted on November 3, 2022

This cover page is not a part of the following resolution and is included solely for the convenience of the reader.

(Attach copy of notice of meeting, as posted)

STATE OF COLORADO)
 ADAMS COUNTY)
 CITY OF AURORA)
 ATEC METROPOLITAN DISTRICT NO. 1)

The Board of Directors (the “Board”) of ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado (the “District”) held a special meeting on Thursday, the 3rd day of November 2022 at 3:00 p.m. at the Construction Trailer (formerly the Information Center) located at 3900 E-470 Beltway, Aurora, Colorado, 80019, and such meeting was also accessible by video enabled web conference.*

In accordance with Section 11-57-211, C.R.S., one or more of the members of the Board participated in this meeting and voted through the use of a conference telephone, and there was at least one person physically present at the designated meeting area to ensure that the public meeting was in fact accessible to the public.

At such meeting, the following members of the Board were present, constituting a quorum:

Matthew Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer
Deanna Hopper	Assistant Secretary
Kathleen Sheldon	Assistant Secretary

Also present at such meeting:

District Secretary:	Denise Denslow**
Accountant:	CliftonLarsonAllen LLP
General Counsel to District:	MaryAnn McGeady, Esq. Jon Hoistad, Esq. McGeady Becher P.C.

Other:

The Secretary reported that, prior to this special meeting, each of the members of the Board had been notified of the date, time and place of this meeting and the purpose for which it was called, and notice of this special meeting was duly given and posted as required by law, a copy of such notice being included herein. Thereupon there was introduced the following resolution:

* To attend via Zoom Videoconference, access was provided via the below link:

<https://us02web.zoom.us/j/85421337424?pwd=Uk01M0h1bk9vd0g2ampvUkZpenRRQT09>

To attend via telephone, access was provided by dialing 719-359-4580 and entering the following additional information:

Meeting ID: 854 2133 7424, Passcode: 545615

** Denise Denslow serves as the Secretary to the District but is not member of the Board.

RESOLUTION

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A SECOND AMENDED AND RESTATED REVENUE PLEDGE AGREEMENT WITH THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (THE “AUTHORITY”) FOR THE PURPOSES OF PROVIDING REVENUE TO THE AUTHORITY TO FUND REPAYMENT OF UP TO \$4,000,000,000 IN BONDS TO BE ISSUED BY THE AUTHORITY AND IN AN AMOUNT NOT TO EXCEED \$4,000,000,000 ANNUALLY TO FUND ADMINISTRATION, OPERATIONS AND MAINTENANCE COSTS OF THE AUTHORITY; APPROVING THE FORM OF SUCH SECOND AMENDED AND RESTATED REVENUE PLEDGE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF AND PERFORMANCE BY THE DISTRICT THEREUNDER; APPROVING RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING INCIDENTAL ACTION; RATIFYING PRIOR ACTIONS; REPEALING PRIOR INCONSISTENT ACTIONS; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

WHEREAS, capitalized terms used and not otherwise defined in the recitals hereof shall have the meanings set forth in Section 1 of this resolution (“Resolution”); and

WHEREAS, ATEC Metropolitan District No. 1 (“ATEC No. 1” or the “District”) is a quasi-municipal corporation and political subdivision duly organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, Colorado Revised Statutes (“C.R.S.”) (the “Special District Act”); and

WHEREAS, the District was organized by an Order and Decree of the District Court for Adams County, Colorado (the “District Court”), issued on November 15, 2004 and recorded in the public records of the Clerk and Recorder of Adams County, Colorado, on December 7, 2004; and

WHEREAS, the District petitioned for and received an Order Granting Petition for Name Change on August 14, 2017 from the District Court changing the District’s name from Green Valley Ranch East Metropolitan District No. 1 to ATEC Metropolitan District No. 1; 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 “Service Plan”); and

WHEREAS, ATEC No. 1; the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); 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 Aurora Highlands Metropolitan District No. 6 (“District No. 6”); and ATEC Metropolitan District No. 2 (“ATEC No. 2” and, together with the Coordinating District, District No. 1, District No. 2, District No. 3, District No. 6 and ATEC No. 1, the “CAB Districts”) are quasi-municipal corporations and political subdivisions of the State, each duly organized and existing as a metropolitan district under the Colorado Constitution and

other laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, ATEC No. 1 and the other CAB 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; and

WHEREAS, ATEC No. 1 and the other CAB Districts have entered into that certain Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 27, 2022 (as so amended and restated, the “CABEA”), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority; and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including, without limitation, the development of property in The Aurora Highlands Development (defined below) and the Aurora Tech Center Development (defined below and, together with The Aurora Highlands Development, the “Developments”) and certain Regional Transportation System Improvements (collectively, and as more particularly defined in Section 1 hereof, the “Public Improvements”); and

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

WHEREAS, under their respective service Plans and the CABEA, the CAB Districts and the Authority are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of the Public 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 CAB 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 CAB Districts, and the Authority; and

WHEREAS, the Authority has entered into an Intergovernmental Agreement Regarding Regional Transportation System Senior Project Funding and Construction, dated November 24, 2021 (the “ARTA IGA”) with the Aerotropolis Regional Transportation Authority (as more particularly defined in Section 1.01 hereof, “ARTA”); and

WHEREAS, ARTA was established for the general purposes of constructing, or causing to be constructed, and facilitating the completion of a regional transportation system (“Regional Transportation System”), and each of ARTA and the Authority are authorized to provide components of the Regional Transportation System (such components being “Regional Transportation System Improvements”); and

WHEREAS, for the purposes of financing the Regional Transportation System Improvements that are the responsibility of ARTA (the “ARTA Regional Improvements”) as set forth in the Capital Plan attached as an exhibit to the ARTA IGA (the “Regional Improvements Capital Plan”), the ARTA IGA contemplates the issuance of bonds or other financial obligations by ARTA, some of which have already been issued for such purpose; and

WHEREAS, the ARTA IGA and the CABEA contemplate the provision by the Authority of certain Regional Transportation System Improvements, and the Regional Improvements Capital Plan set forth in the ARTA IGA specifies which of such improvements are the responsibility of the Authority (the “Authority Regional Improvements”); and

WHEREAS, the phasing of the construction and financing of Regional Transportation System Improvements as set forth in the Regional Improvements Capital Plan is critical to: (i) the practical aspects of constructing and installing such improvements; (ii) addressing the timing of the need and demand for certain components of such system; and (iii) supporting the development of the property in ATEC No. 1 and the corresponding growth of the assessed value of the property subject to taxation by ATEC No. 1 for the payment of the Bonds (defined below) being issued pursuant to this Indenture; and

WHEREAS, both ARTA and the Authority have acknowledged in the ARTA IGA that the Authority may have bond proceeds or other funds available to finance ARTA Regional Improvements prior to the time that ARTA has bond proceeds or other funds available for such purpose; and

WHEREAS, the Authority agreed in the ARTA IGA to fund and construct, from time to time, ARTA Regional Improvements on the condition that ARTA will reimburse the Authority for the actual costs incurred by the Authority to complete such ARTA Regional Improvements from proceeds of bonds issued by ARTA or from other legally available sources; and

WHEREAS, the Authority has developed a long term financing plan to fund the Public Improvements (including Regional Transportation System 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 (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take

into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of 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 and other future developments occurring and anticipated to occur within the Service Area of the Authority, will benefit the occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB Districts; and

WHEREAS, Aurora Tech Center Development, LLC, a Colorado limited liability company (“ATEC Development LLC”), is the holder of an option to purchase, and is anticipated to close on the purchase 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 intends to sell real property comprising the Aurora Tech Center Development to an entity yet to be determined (the “Developer”), and the Developer is expected to construct or cause the construction of certain Public Improvements within or otherwise serving the occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB 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 and may in the future construct or cause the construction of Public Improvements within or otherwise serving the occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB Districts; and

WHEREAS, the Board of Directors of the Authority (the “Authority Board”) and the Boards of Directors of each of the CAB Districts (collectively, the “Governing Boards”) have 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 occupants and property owners within the Service Area of the Authority, including those within the boundaries of ATEC No. 1 and the other CAB Districts in furtherance of carrying out the Long Term Capital Improvements Plan; and

WHEREAS, the Governing Boards have further determined that it is necessary to pay and/or reimburse ATEC Development LLC, Aurora Highlands LLC, and/or other entities that construct or cause the construction of Public Improvements within or otherwise serving the occupants and property owners within the Service Area of the Authority; 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 also previously determined and the Board hereby affirms its determination that the Authority shall from time to time issue bonds or other indebtedness (as more particularly defined in Section 1 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 previously determined and the Board hereby affirms its determination that each of the CAB 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 such application by the Authority shall be subject to State law 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 hereof, the “CAB Operating Costs”), the Governing Boards previously determined and the Board hereby affirms its determination that each of the CAB 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, the Board has determined that ATEC No. 1 shall impose its debt service mill levies and its operations mill levies in the amounts, at the times and as otherwise provided in the Second Amended and Restated Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 (the “Second Amended and Restated Revenue Pledge Agreement”) for the purposes of providing revenue to the Authority to pay and secure CAB Obligations and to fund CAB Operating Costs; 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 an exhibit to the Second Amended and Restated Revenue Pledge Agreement; 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 were filed the division of securities created by Section 11-51-701, C.R.S., all within 45 days after the ATEC No. 1 Election; and

WHEREAS, Ballot Issue 5A approved at the ATEC No. 1 Election (“Ballot Issue 5A”), a copy of which is attached as an exhibit to the Second Amended and Restated Revenue Pledge Agreement, authorized ATEC No. 1 to impose ad valorem property taxes in any year in an amount of up to \$4,000,000,000 annually to pay administration, operations, maintenance, and capital expenses; and

WHEREAS, Ballot Issue 5C approved at the ATEC No. 1 Election (“Ballot Issue 5C”), a copy of which is attached as an exhibit to the Second Amended and Restated Revenue Pledge Agreement, authorized ATEC No. 1 to impose ad valorem property taxes in any year in an amount of up to \$4,000,000,000 annually for the payment of amounts due pursuant to one or more intergovernmental agreements or other contracts; and

WHEREAS, Ballot Issue 5S approved at the ATEC No. 1 Election (“Ballot Issue 5S” and, together with Ballot Issue 5A and Ballot Issue 5C, the “Voted Authorization”), a copy of which is attached as an exhibit to the Second Amended and Restated Revenue Pledge Agreement, authorized ATEC No. 1 to enter into one or more intergovernmental agreements with one or more political subdivisions of the State, governmental units, governmentally-owned enterprises, or other public entities for the purpose of jointly financing the costs of any public improvements, facilities, systems, programs, or projects which ATEC No. 1 may lawfully provide, or for the purpose of providing for the operations and maintenance of ATEC No. 1 and such facilities and properties, which agreement may constitute a multiple fiscal year financial obligation of ATEC No. 1; and

WHEREAS, the Second Amended and Restated Revenue Pledge Agreement shall constitute a multiple fiscal year financial obligation of ATEC No. 1, and the Board has determined and hereby determines that ATEC No. 1 is authorized to enter into the Second Amended and Restated Revenue Pledge Agreement and perform its obligations thereunder pursuant to the Voted Authorization obtained at the ATEC No. 1 Election; and

WHEREAS, the Board has determined and hereby determines that the execution and delivery of the Second Amended and Restated Revenue Pledge Agreement and the performance of ATEC No. 1’s obligations thereunder are in furtherance of carrying out the Long Term Capital Improvements Plan, thus benefitting the occupants, property owners and taxpayers in the Service Area of the Authority, including those in the District and in the other CAB Districts; and

WHEREAS, the Authority shall be authorized, in its sole discretion, subject to applicable law and the terms of the CABEA, to determine how the moneys transferred to the Authority by ATEC No. 1 in furtherance of satisfying ATEC No. 1’s obligations under the Second Amended and Restated Revenue Pledge Agreement shall be expended; provided, however, that in no event shall the financial obligations of ATEC No. 1 thereunder (defined as the “Payment Obligation” under the Second Amended and Restated Revenue Pledge Agreement) exceed the limits set forth in such agreement; and

WHEREAS, the Second Amended and Restated Revenue Pledge Agreement is an obligation of ATEC No. 1 entered into pursuant to the authority 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 Public Securities Act”) provides that all or any provisions of the Supplemental Public Securities 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) 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 Board of ATEC No. 1, in its capacity as the governing body of a 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 Public Securities Act to the issuance of such securities; and

WHEREAS, the Board of ATEC No. 1 has elected and hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the issuance, execution and delivery of the Second Amended and Restated Revenue Pledge Agreement and the performance by ATEC No. 1 of its Payment Obligation thereunder, *except for* 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 the Second Amended and Restated Revenue Pledge Agreement nor to the Payment Obligation of ATEC No. 1 thereunder; and

WHEREAS, ATEC No. 1’s Payment Obligation under the Second Amended and Restated Revenue Pledge Agreement shall be payable solely from and to the extent of the ATEC No. 1 Revenues; and

WHEREAS, pursuant to Section 32-1-902(3), C.R.S., and Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the District Board were disclosed to the Colorado Secretary of State and to the District Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with Section 24-18-110, C.R.S., the appropriate District Board members have made disclosure of their personal and private interests relating to the Second Amended and Restated Revenue Pledge Agreement in writing to the Secretary of State and the District Board; finally, the District Board members having such interests have stated for the record immediately prior to the adoption of this Resolution the fact that they have such interests and the summary nature of such interests and the participation of those District Board members is necessary to obtain a quorum or otherwise enable the District Board to act; and

WHEREAS, there has been presented at or prior to this meeting of the Board substantially final drafts of the District Documents; and

WHEREAS, the Board desires to authorize the execution and delivery of the District Documents and the execution, completion, and delivery of such certificates and other documents as may be necessary to effectuate the intent of this Resolution.

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

Section 1. Definitions. The following capitalized terms when used in this Resolution shall have the respective meanings set forth below and, with respect to capitalized terms used

and not otherwise defined in this Resolution, such capitalized terms shall have the respective meanings assigned thereto in the Second Amended and Restated Revenue Pledge Agreement:

“*ARTA*” means the Aerotropolis Regional Transportation Authority, a political subdivision and body corporate of the State of Colorado formed pursuant to the Regional Transportation Law, Sections 43-4-601, *et seq.*, C.R.S.

“*ARTA IGA*” means the Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction dated November 24, 2021 between the Authority and ARTA.

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

“*ATEC No. 1 Debt Service Revenues*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

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

“*ATEC No. 1 Operations Revenues*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

“*ATEC No. 1 Revenues*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

“*ATEC No. 1 Required Debt Service Mill Levy*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

“*ATEC No. 1 Required Operations Mill Levy*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

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

“*Aurora Highlands Development*” or “*The Aurora Highlands Development*” means the planned residential development occurring and planned to occur within the Service Area of the Authority and commonly known as The Aurora Highlands.

“*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 Powhaton Road within the Service Area of the Authority.

“*Authority*” means The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado.

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

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

“*Bond Counsel*” means Kutak Rock LLP, Denver, Colorado.

“*CAB Districts*” means, collectively (as of the date of this Resolution): (a) District No. 1; (b) District No. 2; (c) District No. 3; (d) District No. 6; (e) ATEC No. 1; (f) ATEC No. 2; and (g) the Coordinating District.

“*CAB Obligations*” means bonds, loans, notes and other obligations (a) issued by the Authority 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 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.

“*CABEA*” means the Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 27, 2022 by and among the CAB Districts, 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.

“*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.

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

“*Developments*” means, collectively, The Aurora Highlands Development and the Aurora Tech Center Development.

“*District*” or “*ATEC No. 1*” means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado.

“*District Counsel*” means McGeady Becher P.C., Denver, Colorado.

“*District Documents*” means, collectively, the Second Amended and Restated Revenue Pledge Agreement and this Resolution.

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

“*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. 6*” means The Aurora Highlands Metropolitan District No. 6, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Governing Boards*” means, collectively, the Authority Board and the Boards of Directors of the CAB Districts (including the Board).

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority to fund the Public Improvements (including Regional Transportation System 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 (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“*Payment Obligation*” has the meaning assigned to such term in the Second Amended and Restated Revenue Pledge Agreement.

“*Prior Agreements*” that certain Amended and Restated Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board on May 9, 2022, which amended and restated the Revenue Pledge Agreement (ATEC No. 1) between the Authority and ATEC No. 1 approved by the Board on November 4, 2021.

“*Public Improvements*” means the public infrastructure improvements serving and supporting the development of real property in the Service Area of the Authority, including, without limitation, the Developments and the Regional Transportation System Improvements, all as contemplated under the Long Term Capital Improvements Plan.

“*Regional Transportation System*” has the meaning assigned to such term in the ARTA IGA.

“*Regional Transportation System Improvements*” has the meaning assigned to such term in the ARTA IGA.

“*Resolution*” means this resolution which authorizes the execution, delivery, and performance of the District Documents by the District and execution and delivery of other certificates, documents and instruments relating thereto.

“*Second Amended and Restated Revenue Pledge Agreement*” means the Second Amended and Restated Revenue Pledge Agreement (ATEC No. 1) dated on or about December 8, 2022 between the District and the Authority.

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

“*Service Plan*” means 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, as the same may be amended or modified from time to time.

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

“*State*” means the State of Colorado.

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

“*Voted Authorization*” means the authorization set forth in Ballot Issue 5A, Ballot Issue 5C and Ballot Issue 5S approved at the ATEC No. 1 Election, copies of which are attached as an exhibit to the Second Amended and Restated Revenue Pledge Agreement.

Section 2. District Documents: Approval, Authorization, and Amendment. The District Documents are incorporated herein by reference and are hereby approved. The District is hereby authorized and directed to enter into and perform its obligations under the District Documents in the form of such documents presented at or prior to this meeting, with such changes as are made pursuant to this Section 2 and are not inconsistent herewith. The President, Vice President and the Treasurer of the District are each hereby authorized and directed to execute and deliver the District Documents and the Secretary and each Assistant Secretary of the District are each hereby authorized and directed to attest the District Documents and to affix the seal of the District thereto, and any one of the President, Vice President, Treasurer, Secretary or Assistant Secretary of the District are further authorized to execute, deliver and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to effectuate the transactions contemplated under the District Documents. The District Documents are to be executed in substantially the form presented at or prior to this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary or convenient in order to carry out the purposes and intent of this Resolution and the action taken by the Board at this meeting. To the extent any District Document has been executed prior to the date hereof, then said execution is hereby ratified and affirmed. Copies of all of the District Documents shall be delivered, filed, and recorded as provided therein.

Upon execution of the District Documents, the covenants, agreements, recitals, and representations of the District therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The appropriate officers of the District are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the District relating to the District Documents and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any District Document The execution by any one of the President, Vice President, Treasurer, Secretary or Assistant Secretary of the District shall be conclusive evidence of the approval by the District of such instrument in accordance with the terms thereof and hereof.

Section 3. Findings and Declarations of the Board. The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, and declares as follows:

(a) ***Second Amended and Restated Revenue Pledge Agreement.*** The Board hereby determines that the execution and delivery of the Second Amended and Restated Revenue Pledge Agreement and the performance by the District of its obligations thereunder are in the best interests of the District, its occupants, its property owners, and its taxpayers and of the other occupants, property owners and taxpayers within the Service Area of the Authority.

(b) ***Termination of Prior Agreements.*** The Board hereby declares that the Second Amended and Restated Revenue Pledge Agreement shall supersede and replace in its entirety the Prior Agreements. The Board acknowledges that neither of the Prior Agreements were executed by the parties thereto; however, inasmuch as the Board approved each of the Prior Agreements at meetings of the Board, for avoidance of doubt the Board has determined that it is appropriate and desirable to declare such Prior Agreements of no force or effect.

(c) ***Allocation of Voted Authorization.*** The Board finds that the Second Amended and Restated Revenue Pledge Agreement constitutes a multiple fiscal year financial obligation and limited tax general obligation of the District, and the Board hereby determines that the District is authorized to enter into such agreement and perform its obligations thereunder pursuant to the Voted Authorization obtained at the ATEC No. 1 Election.

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

(i) The ATEC No. 1 Debt Service Revenues to be remitted to or at the direction of the Authority in accordance with the Second Amended and Restated Revenue Pledge Agreement are for the purpose of providing revenue to fund the repayment of up to \$4,000,000,000 in CAB Obligations issued from time to time by the Authority, which CAB Obligations 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).

(ii) The District's Payment Obligation under the Second Amended and Restated Revenue Pledge Agreement with respect to the ATEC No. 1 Debt Service Revenues is not divisible, is deemed to be issued and transferable (if at all, in the sole discretion of the District) in a single authorized denomination equal to the principal amount of the CAB Obligations issued by the Authority that are payable from the ATEC No. 1 Debt Service Revenues (which CAB Obligations, to the extent secured by and payable from the ATEC No. 1 Debt Service Revenues, shall not exceed \$4,000,000,000 in aggregate principal amount), which authorized denomination shall be not less than \$500,000 or integral multiples of \$1,000 in excess thereof, and such Payment Obligation (with respect to the ATEC No. 1 Debt Service Revenues) is exempt from the registration requirements of the Colorado Municipal Bond Supervision Act in accordance with Rule 59-10.3. The District is hereby directed to file or cause to be filed a claim of exemption under the Colorado Municipal Bond Supervision Act on such basis.

(iii) With respect to the District's Payment Obligation relating to the ATEC No. 1 Operations Revenues to be applied, in the sole discretion of the Authority, to CAB Operating Costs or other purposes not including a pledge as security 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.

(e) ***Special District Act.*** The Board finds that, for purposes of Section 32-1-1101(6)(a), C.R.S., CAB Obligations secured by the District's Payment Obligation under the Second Amended and Restated Revenue Pledge Agreement and payable from ATEC No. 1 Debt Service Revenues shall be deemed obligations issued on behalf of the District by the Authority, and the Second Amended and Restated Revenue Pledge Agreement shall contain a provision pursuant to which the Authority shall agree that all CAB Obligations secured by ATEC No. 1 Debt Service Revenues (or any portion thereof) will initially be issued only to a "financial institution or institutional investor" (as such terms are defined in Section 32-1-103(6.5), C.R.S.) or will constitute a refunding or restructuring contemplated by Section 32-1-1101(6)(b), C.R.S.

(f) ***Election to Apply Supplemental Public Securities Act.*** The Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Public Securities Act"), to the Second Amended and Restated Revenue Pledge Agreement and its pledge of revenues thereunder, *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 the Second Amended and Restated Revenue Pledge Agreement nor to the Payment Obligation of the District thereunder.

Section 4. Authorization; Levy of Ad Valorem Property Taxes. In accordance with the Constitution of the State of Colorado; the Special District Act; the Supplemental Public Securities 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 shall not apply to the Second Amended and Restated Revenue Pledge Agreement nor to the Payment Obligation of the District thereunder); the ATEC No. 1 Election, and all other laws of the State of Colorado thereunto enabling, the District is authorized to execute and deliver the Second Amended and Restated Revenue Pledge Agreement and perform its obligations thereunder for the purposes of securing and paying CAB Obligations issued by the Authority from time to time and paying CAB Operating Expenses. The appropriate officers of the District are hereby authorized and directed to levy ad valorem property taxes in the amounts of the ATEC No. 1 Required Debt Service Mill Levy and the ATEC No. 1 Required Operations Mill Levy, respectively, on all of the taxable property of the District as provided in the Second Amended and Restated Revenue Pledge Agreement for the purposes aforesaid.

Section 5. Permitted Amendments to Resolution. Except as otherwise provided herein, the District may amend this Resolution in the same manner, and subject to the same terms and conditions, as apply to an amendment or supplement to the Second Amended and Restated Revenue Pledge Agreement as provided therein.

Section 6. Authorization to Execute Other Documents and Instruments. Any one of the President, Vice President, Treasurer, Secretary or Assistant Secretary of the District shall, and they are hereby authorized and directed, to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution of all documents and certificates necessary or desirable to effectuate the execution and delivery of the District Documents and the performance by the District of its obligations thereunder, and such certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel or District Counsel. The execution by any one of the President, Vice President, Treasurer, Secretary or Assistant Secretary of the District of any document not inconsistent herewith shall be conclusive proof of the approval by District of the terms thereof.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the ATEC No. 1 Revenues pledged by the District to the Authority under the Second Amended and Restated Revenue Pledge Agreement for the purposes provided therein shall be governed by Section 11-57-208 of the Supplemental Public Securities Act, this Resolution, and the Second Amended and Restated Revenue Pledge Agreement. The ATEC No. 1 Revenues collected pursuant to the Second Amended and Restated Revenue Pledge Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the ATEC No. 1 Revenues and the obligation to perform the contractual provisions made in the Second Amended and Restated Revenue Pledge Agreement shall have priority over any or all other obligations and liabilities of the District. 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 the District irrespective of whether such persons have notice of such lien.

Section 8. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Public Securities Act, if a member of the Board, or any officer or

agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent in connection with its obligations under the Second Amended and Restated Revenue Pledge Agreement. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of a CAB Obligation secured in whole or in part by the ATEC No. 1 Debt Service Revenues and as part of the consideration thereof, each purchaser or transferee thereof specifically waives any such recourse.

Section 9. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Second Amended and Restated Revenue Pledge Agreement shall contain a recital that it is entered into pursuant to certain provisions of the Supplemental Public Securities Act (but *excluding* the provisions of Section 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 the Second Amended and Restated Revenue Pledge Agreement or the Payment Obligation of the District thereunder). Such recital shall be conclusive evidence of the validity and the regularity of the Second Amended and Restated Revenue Pledge Agreement after its delivery.

Section 10. Limitation of Actions. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or execution and delivery of the Second Amended and Restated Revenue Pledge Agreement by the District shall be commenced more than thirty days after the effective date of this Resolution.

Section 11. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the District and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the execution and delivery of the District Documents and the consummation of the transactions contemplated thereunder are hereby ratified, approved, and confirmed.

Section 12. Resolution Irrepealable. After the Second Amended and Restated Revenue Pledge Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until such time as the Termination Date of the Second Amended and Restated Revenue Pledge Agreement (as defined therein).

Section 13. Repealer. All orders, bylaws, and resolutions of the District, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 14. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED by the Board of Directors of ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, on the 3rd day of November 2022.

ATEC METROPOLITAN DISTRICT NO. 1

[SEAL]

By _____
Matthew Hopper, President

ATTEST:

By _____
Secretary or Assistant Secretary

[Signature page to ATEC Metropolitan District No. 1 Resolution]

Thereupon, Director _____ moved for the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director _____, put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Those abstaining:

Those absent:

Thereupon the President, as Chairman of the meeting, declared the Resolution duly adopted and directed an Assistant Secretary to duly and properly enter the foregoing proceedings relating to such Resolution in the minutes of the Board and to record the same in the official record of proceedings of the District.

STATE OF COLORADO)
COUNTY OF ADAMS) ss.
CITY OF AURORA)
ATEC METROPOLITAN DISTRICT NO. 1)

I, _____, Assistant Secretary of ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado (the "District"), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 16 inclusive, constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of the District (the "Board") relating to the adoption of a resolution authorizing the District to enter into an Second Amended and Restated Revenue Pledge Agreement and related documents ("Resolution") adopted at a special meeting of the Board held on Thursday, the 3rd day of November 2022 at 3:00 p.m. at the Construction Trailer (formerly the Information Center), 3900 E-470 Beltway, Aurora, Colorado, 80019, which meeting was also accessible by video enabled web conference*, as recorded in the official record of proceedings of the District; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; and that a notice of meeting, in the form herein set forth at page (i), was posted prior to the meeting in accordance with applicable law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the District, this 3rd day of November 2022.

_____, Assistant Secretary

SEAL

[Certification Page to ATEC Metropolitan District No. 1 Resolution]

* To attend via Zoom Videoconference, access was provided via the below link:
<https://us02web.zoom.us/j/85421337424?pwd=Uk01M0hkbkgvd0g2ampvUkZpenRRQT09>
To attend via telephone, access was provided by dialing 719-359-4580 and entering the following additional information:
Meeting ID: 854 2133 7424, Passcode: 545615

**THIRD AMENDED AND RESTATED
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
ESTABLISHMENT AGREEMENT**

BETWEEN AND AMONG

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1 – 6
ATEC METROPOLITAN DISTRICT NOS. 1 – 2
AND
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

Original Effective Date: November 21, 2019

Third Amended and Restated Effective Date: _____

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**THIRD AMENDED AND RESTATED
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
ESTABLISHMENT AGREEMENT**

THIS THIRD AMENDED AND RESTATED THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ESTABLISHMENT AGREEMENT (“CABEA”) is made and entered into this ____ day of _____ 2022, between and among AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (“**AACMD**”), THE AURORA HIGHLANDS METROPOLITAN DISTRICT (“**TAH**”) NOS. 1 – 6, ATEC METROPOLITAN DISTRICT (“**ATEC**”) NOS. 1 & 2 (AACMD, TAH Nos. 1-6, and ATEC Nos. 1 & 2 may be collectively referred to as the “**CAB Districts**”), all being quasi-municipal corporations and political subdivisions of the State of Colorado, and THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado (the “**CAB**”).

RECITALS

A. The CAB Districts were organized pursuant to Service Plans, defined below, approved by the City Council of the City of Aurora, Colorado.

B. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., metropolitan 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 of taxes, and the incurring of debt.

C. Pursuant to Section 29-1-203.5, C.R.S., metropolitan districts may contract with one another for the joint exercise of any function, service or facility lawfully authorized to each, including the establishment of a separate legal entity to do so as a political subdivision and public corporation of the State of Colorado.

D. The CAB Districts exist 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.

E. The Service Plans disclose and establish the necessity for, and anticipate one or more intergovernmental agreements between and/or among two or more of the CAB Districts concerning the financing, construction, operation and maintenance of Public Improvements (as defined in this CABEA) contemplated in the Service Plans and concerning the provision of services in the community to be served by the CAB Districts.

F. The CAB Districts were organized with the authority of the City Council of the City of Aurora, Colorado, in order to economically provide for service within the CAB Districts’ combined Service Area (as defined in this CABEA), including, specifically, by contribution to the development of regional improvements through participation in the development of the ARTA Regional Transportation System (as defined below).

G. The Service Plans contemplate that the CAB Districts, with the approval of their electors, would enter into one or more intergovernmental agreements.

H. At elections of the qualified electors of each of the CAB Districts, 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. To the extent that this CABEA, as an intergovernmental agreement, constitutes a Multiple-Fiscal Year Financial Obligation of one or more of the CAB Districts, the same has received voter approval in such elections.

I. The Service Plans describe certain Public Improvements to be financed in accordance with general plans of finance described or permitted in the Service Plans, from one or more of the following: (1) revenues received from the imposition of a mill levy within the CAB Districts; (2) revenue received from Fees collected by the CAB Districts; or (3) the proceeds of Bonds and other available revenues (including Developer Advances).

J. The CAB Districts agree that the Public Improvements are needed by the CAB Districts and that such Public Improvements will benefit the residents and property owners in the CAB Districts in terms of cost, quality, and level of service.

K. The CAB Districts agree that the coordinated construction, financing, completion and availability of the Public Improvements in a timely fashion within the Service Area (as defined in this CABEA) will promote the health, safety, prosperity, security, and general welfare of the current and future inhabitants and current and future property owners within the CAB Districts.

L. On November 21, 2019, TAH No. 1, TAH No. 2, TAH No. 3, ATEC No. 1, and ATEC No. 2 entered into that certain The Aurora Highlands Community Authority Board Establishment Agreement (the “**Original Establishment Agreement**”) establishing the CAB to: (i) plan for, design and construct, furnish, operate, and maintain the Public Improvements; and (ii) provide services authorized by the Service Plans, and to which each CAB District shall transfer certain revenues received by it in order to fund the Actual Operation and Maintenance Costs (as such terms are defined in this CABEA).

M. On April 16, 2020, TAH No. 1, TAH No. 2, TAH No. 3, ATEC No. 1, and ATEC No. 2 entered into The Aurora Highlands Community Authority Board First Amended and Restated Establishment Agreement (the “**First Amended and Restated Establishment Agreement**”).

N. The First Amended and Restated Establishment Agreement provided for the addition of a new CAB District (“**Additional CAB District**”) after the then current CAB Board unanimously consents to the addition of the Additional CAB District, and the Board of Directors of the Additional CAB District has unanimously approved becoming a CAB District and approved becoming a party to and execution of the CABEA.

O. On April 27, 2022, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 6, ATEC No. 1, and ATEC No. 2 entered into The Aurora Highlands Community Authority Board Second Amended and Restated Establishment Agreement (the “**Second Amended and Restated Establishment Agreement**”).

P. The Second Amended and Restated Establishment Agreement provided for the addition of TAH No. 6 to the CAB, contemplated the potential addition of TAH Nos. 4 and 5 to the CAB following their organizations, and clarified certain other matters relating to the CAB structure.

Q. Upon the organization and request of TAH Nos. 4 and 5, the CAB Districts have authorized this Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement (the “**Third Amended and Restated Establishment Agreement**”) to add TAH Nos. 4 and 5 to the CAB.

R. Each CAB District has agreed that: (i) the CAB shall continue to own, operate, maintain, finance and construct the Public Improvements throughout the Service Area pursuant to the Long Term Capital Improvements Plan (as defined in this CABEA) benefiting the CAB Districts; and (ii) each of the CAB Districts shall transfer certain revenues received by it in order to fund the costs of construction, operation, and maintenance of such Public Improvements from its taxes and fees except for the revenues from the ARI Mill Levy, defined below, which are the subject of the ARTA Establishment Agreement, the AACMD/ARTA ARI Mill Levy IGA, and the CAB Districts ARI Mill Levy IGAs, all as defined below.

S. It is the purpose of this CABEA to bind the CAB Districts concerning capital expenditures and operation and maintenance expenses so that the cost of providing facilities and services to the entire Development (as defined in this CABEA) shall be shared by the property owners, taxpayers, and fee payers in the Service Area under the numerous circumstances which could occur in the future.

T. It is the intent of the CAB Districts that all bonds shall be issued by the CAB itself, from time to time, for the financing of the Public Improvements as set forth herein.

U. It is the intent of the CAB Districts that the CAB shall enter into contracts to plan, design, construct, and acquire the Public Improvements.

V. The amount of any bonds issued by the CAB or any applicable CAB District will 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 the bonds.

W. The CAB Districts agree that the provision of services and the operation and maintenance of the Public Improvements by the CAB will be financed, primarily, by mill levies imposed by each of the CAB Districts for such purposes.

X. The CAB Districts desire to set forth their agreement regarding the implementation of guidelines and objectives set forth in the Service Plans for: (i) the financing, construction, and operation and maintenance of the Public Improvements; and (ii) the provision of services described in the Service Plans.

Y. The CAB Districts acknowledge that AACMD entered into an Intergovernmental Agreement with the Board of County Commissioners of the County of Adams and the City of

Aurora establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018 (respectively, the “**ARTA Establishment Agreement**” and “**ARTA**”, both as defined below).

Z. Pursuant to the terms of the ARTA Establishment Agreement, ARTA has the responsibility to finance and construct the Regional Transportation System, as defined therein (the “**Regional Transportation System**”, as also defined below).

AA. ARTA has issued debt, and pursuant to the ARTA Establishment Agreement, ARTA will issue additional debt in the future to fund the Regional Transportation System.

BB. AACMD has entered into that certain Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies with ARTA dated May 22, 2019 (“**AACMD/ARTA ARI Mill Levy IGA**”).

CC. Pursuant to the terms of the AACMD/ARTA ARI Mill Levy IGA, AACMD has agreed: (i) to impose the ARI Mill Levy; (ii) to collect and remit the ARI Mill Levy Revenues, defined below, to ARTA; and (iii) to enter into intergovernmental agreements with the other CAB Districts to cause the other CAB Districts to impose the ARI Mill Levy and to collect and remit the ARI Mill Levy Revenues to ARTA (the “**CAB Districts ARI Mill Levy IGAs**”).

DD. The CAB Districts agree that the obligations of AACMD under the ARTA Establishment Agreement and the AACMD/ARTA ARI Mill Levy IGA, and the obligations of the CAB Districts under the CAB Districts ARI Mill Levy IGAs, shall remain the responsibility of AACMD and the other CAB Districts as set forth in such IGAs, and the CAB shall have no responsibility for the matters set forth therein unless specifically set forth in a written agreement between the CAB and ARTA or the CAB and AACMD, as applicable.

EE. The CAB Districts acknowledge that, prior to the organization of the CAB, AACMD coordinated the planning, design, and construction of the Public Improvements.

FF. The CAB Districts agree that: (i) the CAB shall enter into one or more agreements with AACMD pursuant to which AACMD will coordinate the planning, design, and construction of certain of the Public Improvements; and (ii) that nothing in this CABEA is intended to limit the authority of AACMD or the CAB to enter into such agreements.

GG. The owner of certain real property within the Development has executed that certain Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, effective January 31, 2020, and recorded such document in the real property records of Adams County, Colorado on February 2, 2020, at reception number 2020000010483 (the “**TAH Master Declaration**”). The TAH Master Declaration initially encumbers certain real property located within District No.1, however, the TAH Master Declaration also contemplates that Supplemental Declarations (as such term is defined below) will add additional real property to the purview of the TAH Master Declaration after platting and prior to such additional real property being sold to a third party. Following the execution and recordation of a Supplemental Declaration, such real property shall thereafter be subject to the TAH Master Declaration, as amended from time to time, and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, and altered in accordance with and subject to the covenants and use restrictions contained in the TAH Master Declaration.

HH. The TAH Master Declaration provides that the CAB shall enforce each of the provisions provided therein on behalf of AACMD, TAH No. 1, TAH No. 2, and TAH No. 3, and additional metropolitan districts, which may include TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1 and ATEC No. 2.

II. The TAH Master Declaration further provides for The Aurora Highlands design guidelines (the “**TAH Design Guidelines**” as defined below) and The Aurora Highlands rules and regulations for covenant enforcement (the “**TAH Covenant Enforcement Rules and Regulations**” as defined below) to be administered and enforced by the CAB on behalf of the applicable CAB Districts.

JJ. Each of the CAB Districts intends that the CAB shall be authorized to undertake covenant enforcement and design review services within the boundaries of the applicable CAB District to the extent that the real property within such boundaries is subject to the TAH Master Declaration, the TAH Design Guidelines, the TAH Covenant Enforcement Rules and Regulations, and such additional declarations imposing covenants, conditions and restrictions, design guidelines, and rules and regulations as may be adopted from time to time for non-residential development that provide for enforcement by the CAB on behalf of any or all of the CAB Districts (the “**TAH Covenants**”); provided, however, that any and all revenues used to furnish such covenant enforcement and design review services in accordance with the TAH Master Declaration, the TAH Design Guidelines, the TAH Covenants, the TAH Covenant Enforcement Rules and Regulations, and such additional declarations imposing covenants, conditions and restrictions, design guidelines, and rules and regulations as may be adopted from time to time for non-residential development, must be derived from within the boundaries of the CAB District in which the services are furnished.

KK. To promote efficient administration and enforcement of the TAH Master Declaration, the TAH Design Guidelines, the TAH Covenants, the TAH Covenant Enforcement Rules and Regulations, and such additional declarations imposing covenants, conditions and restrictions, design guidelines, and rules and regulations as may be adopted from time to time for non-residential development, AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1 and ATEC No. 2, to the extent property within the boundaries of such District is burdened by the TAH Covenants, wish to expressly authorize the CAB to exercise their powers with respect to covenant enforcement and design review services (the “**TAH Covenant Enforcement Services**” as defined below); provided, the CAB is not responsible to enforce covenants for owners’ associations or sub-associations formed within the CAB’s service area unless a separate resolution is adopted by the CAB consenting to and accepting such enforcement obligation.

LL. AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2 have each adopted a resolution: (i) acknowledging its powers to enforce covenants pursuant to state statute and acknowledging its intention to provide for uniform enforcement of the covenants and the uniform provision of design review services; and (ii) authorizing the CAB to perform such covenant enforcement and design review services within their respective boundaries, in order to achieve such uniform enforcement of covenants and uniform provision of design review services.

MM. AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2 wish to further define the CAB's authority to administer and enforce the TAH Master Declaration, the TAH Design Guidelines, the TAH Covenants, and the TAH Covenant Enforcement Rules and Regulations for the real property within their boundaries that are encumbered by the TAH Covenants, subject to the terms and conditions set forth in this CABEA.

NOW, THEREFORE, for and in consideration of the Recitals and the mutual covenants in this CABEA, the CAB Districts agree as follows:

ARTICLE I : GENERAL PROVISIONS

1.1 Interpretation. This CABEA shall be subject to the following rules of interpretation:

(a) The terms "herein", hereunder", "hereby", "hereto", "hereof", and any similar terms, refer to this CABEA as a whole, including all exhibits, addendums, and amendments, and not to any particular article, section, or subdivision of this CABEA unless otherwise specifically stated to the contrary.

(b) All definitions and terms shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in the Recitals and Section 2.1.

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

(d) The term "and" can mean "or" and the term "or" can mean "and" in any provision, article or section of this CABEA.

1.2 Effective Date and Term. This CABEA shall be effective as of the Original Effective Date and shall continue to be in full force and effect until all of the following have occurred: (a) each and every CAB District agrees to terminate this CABEA; (b) there is no outstanding Debt; and (c) all Public Improvements owned by the CAB, and all services performed by the CAB, have been assumed by another governmental entity.

1.3 Purpose and Scope of CABEA. As more specifically set forth in this CABEA, the primary purpose of the CABEA is to create The Aurora Highlands Community Authority Board which will: (a) facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements; and (b) provide certain services contemplated by the Service Plans of the CAB Districts on behalf of the CAB Districts, including covenant enforcement and design review services, to benefit the taxpayers, property owners, and residents in the Development. The Service Plans describe the individual CAB Districts and contemplate that the CAB Districts will provide services and Public Improvements to serve the Development. This CABEA will enhance the ability of the CAB Districts, through the CAB, to effectively coordinate the provision of, and financing of, the Public Improvements and services set forth in the Service

Plans, and will further facilitate the build-out of the Development in accordance with the City's land use regulations and development standards. The CAB Districts intend to cooperate with one another and with the CAB to effectuate the financing of, and operation and maintenance of, the Public Improvements, and effectuate the provision of services, in a manner that is equitably allocated among the CAB Districts and the residents and taxpayers of the CAB Districts. The statements of intention set forth in this Section 1.3 are essential to the proper interpretation of this CABEA and are intended to clarify the general intent of specific provisions contained in this CABEA.

1.4 Addition of Members. Any metropolitan district organized pursuant to the Act may request to become a CAB District upon its organization, subject to: (a) obtaining the unanimous agreement of the CAB Board, (b) obtaining the unanimous consent of the requesting metropolitan district's board of directors, and (c) requesting metropolitan district's execution of this CABEA.

1.5 Inactive Status and Return to Active Status. The CAB Districts acknowledge that one or more of the CAB Districts may elect to become inactive pursuant to the Act, and may determine to remain inactive, in any one or more of the years that this CABEA is in effect.

1.6 Incorporation of Recitals. The Recitals set forth above are incorporated into the body of this Agreement by this reference.

ARTICLE II : DEFINITIONS

2.1 Definitions. As used in this CABEA, unless the context indicates otherwise, the words and terms defined below and capitalized throughout the text of this CABEA shall have the meanings set forth below.

(a) **“Act”** shall mean Title 32, Article 1, C.R.S., as the same may be amended from time to time.

(b) **“Actual Capital Costs”** shall mean those costs which are to be incurred by the CAB for the purpose of planning, designing, constructing, financing, and acquiring the Public Improvements, including, but not limited to, the following:

(i) All costs of labor and materials attributable to the actual construction or acquisition of the Public Improvements and all related components and materials used therein, and all other costs or fees due or paid under cost recovery agreements or due and paid under other agreements with the Developer or Third-Persons, together with all costs and fees incurred to obtain financing for the Public Improvements;

(ii) All costs attributable to the construction or acquisition of the Public Improvements and the Regional Transportation System or any part or component thereof incurred as a result of change orders approved in accordance with any construction contract;

(iii) All costs incurred for planning, design, engineering, construction, management, landscape architecture, engineering, soil testing and inspection, and

line and systems testing and inspection attributable to the Public Improvements and the Regional Transportation System, including legal fees;

(iv) Site, permit, and right-of-way or easement acquisition costs, including legal fees;

(v) All bond costs, including, without limitation: (A) the principal and redemption price of, and interest and premium on, any Bonds, including any scheduled mandatory or cumulative sinking fund payments and any mandatory redemption or principal prepayment amounts as provided in the bond documents; (B) accumulation or replenishment of any reserves or surplus funds relating to the Debt; and (C) customary fees related to the issuance of the Debt (including, but not limited to, fees of a trustee, paying agent, rebate agent, and provider of liquidity or credit facility), fees related to remarketing the debt, and any reimbursement due to a provider of liquidity or credit facility securing any Debt;

(vi) All legal fees, management fees, bond issuance costs and fees, credit enhancement costs and fees, accounting fees, interest costs, and reserve funds incurred in connection with the financing, construction, or acquisition of the Public Improvements and the Regional Transportation System;

(vii) All costs for Bonds, insurance, construction administration, financial services, inspections, appraisals, and other professional fees;

(viii) Any other capital costs, expenses, or expenditures associated with the financing, construction, or acquisition of the Public Improvements and the Regional Transportation System; and

(ix) Reimbursement to the Developer for Developer Capital Advances to fund items in Section 2.1(b) (i)-(viii) above.

(c) **“Actual Operations and Maintenance Costs”** shall mean the costs incurred by the CAB to provide Operation and Maintenance Services for the Public Improvements and the Regional Transportation System and shall include the reimbursement to the Developer of the Developer Operating Advances.

(d) **“Additional CAB District”** shall mean Additional CAB District as defined in Recital P.

(e) **“Alternate Board Member”** shall mean an alternate Board Member, appointed from among a CAB District’s Board of Directors and authorized to serve on the CAB Board in the event such CAB District’s regular Board Member is unable to attend a Board Meeting or is no longer qualified to serve.

(f) **“ARI Mill Levy”** shall mean the ARI Mill Levy as defined in the Service Plans for each of the CAB Districts.

(g) **“ARI Mill Levy Revenues”** shall mean the revenue received by each CAB District from the imposition of the ARI Mill Levy.

(h) “**ARTA**” shall mean the Aerotropolis Regional Transportation Authority, a regional transportation district created and existing pursuant to Title 43, Article 4, Part 6, C.R.S., and any successor entity created to fulfill the purposes for which ARTA was established pursuant to the ARTA Establishment Agreement.

(i) “**ARTA Establishment Agreement**” shall mean the intergovernmental agreement between and among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District establishing the Aerotropolis Regional Transportation Authority, dated February 27, 2018, which incorporates as Exhibit A thereto, the Regional Transportation System improvements, and any amendments thereto.

(j) “**Board**” or “**Boards**” shall mean the lawfully organized Board or Boards of Directors of the CAB District(s), as applicable.

(k) “**Board Meeting**” shall mean a regular or special meeting of the Board Members convened pursuant to Section 3.4(d) herein.

(l) “**Board Member**” shall mean a director of the CAB Board of Directors.

(m) “**Bonds**” shall mean bonds or other obligations for the payment of which the CAB Districts have promised to impose an *ad valorem* property tax mill levy and/or the CAB has promised to collect Development Fee revenue.

(n) “**Budget Year**” shall mean the year (immediately following the applicable Planning Year) during which the Actual Operations and Maintenance Costs and Actual Capital Costs are to be incurred.

(o) “**Bylaws**” shall mean any bylaws adopted by the CAB Board, as the same may be amended from time to time. In the absence of any bylaw(s) adopted by the CAB Board or addressing a particular circumstance or interpretation of bylaws adopted by the CAB Board, the CAB Board and any committees established by the CAB Board shall refer to *Robert’s Rules of Order, (11th Edition 2018)*.

(p) “**CAB**” shall mean The Aurora Highlands Community Authority Board established pursuant to this CABEA.

(q) “**CAB Board**” shall mean the Board of Directors of the CAB.

(r) “**CAB Districts**” shall mean all districts formed and operating pursuant to Title 32, C.R.S., which agree to the terms and conditions set forth in this CABEA and which are unanimously accepted by the CAB Board as members of the CAB: (i) AACMD, (ii) TAH No. 1, (iii) TAH No. 2, (iv) TAH No. 3, (v) TAH No. 4, (vi) TAH No. 5, (vii) TAH No. 6, (viii) ATEC No. 1, and (ix) ATEC No. 2.

(s) “**CAB Manager**” shall mean a professional manager or management company, hired by the CAB Board, who is experienced and knowledgeable in the management of authorities or local governments.

(t) **“CABEA”** shall mean:

(i) The Original Establishment Agreement through the First Amended and Restated Effective Date; and

(ii) The First Amended and Restated Community Authority Board Establishment Agreement through the Second Amended and Restated Effective Date; and

(iii) The Second Amended and Restated Community Authority Board Establishment Agreement through the Third Amended and Restated Effective Date; and

(iv) as of the Third Amended and Restated Effective Date, the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement; and

(v) Any exhibits, addendums, and amendments hereto made in accordance herewith.

(u) **“Capital Repair and Replacement Costs”** shall mean those costs related to the non-routine repair and replacement of the Public Improvements, as a part of the Actual Operations and Maintenance Costs, which shall be set forth in the Final Budget.

(v) **“City”** shall mean the City of Aurora, Colorado.

(w) **“Consolidated Service Plan”** shall mean the Consolidated Service Plan set forth in Recital E.

(x) **“Construction”** shall include, but not be limited to, construction, expansion, acquisition, capital maintenance, repair, and replacement of the Public Improvements.

(y) **“Construction Schedule”** shall mean the schedule showing the Public Improvements planned for Construction to commence during the Budget Year.

(z) **“County”** shall mean Adams County, Colorado.

(aa) **“Covenant Enforcement Rules and Regulations”** shall mean the TAH Covenant Enforcement Rules and Regulations.

(bb) **“Covenant Enforcement Services”** shall mean the TAH Covenant Enforcement Services.

(cc) **“C.R.S.”** shall mean the Colorado Revised Statutes as such statutes are amended from time to time. In the event of a repeal of a statute cited herein, the procedure contained in the statute immediately prior to repeal shall apply; provided, however, that if such repealed statute is replaced by another statute, then the new statute shall apply.

(dd) **“Debt”** shall mean: (i) any Bonds, promissory notes, agreements, instruments, or other obligations issued or incurred by the CAB, and payable from the *ad*

valorem property taxes of the CAB Districts and other revenues of the CAB Districts, including, but not limited to, Fees, rates, tolls, and charges; or (ii) any other multiple fiscal year financial obligation whatsoever, the payment for which any of the CAB Districts has promised to impose an *ad valorem* property tax mill levy, but excluding any ARI Mill Levy or ARI Mill Levy Revenue.

(ee) “**Design Guidelines**” shall mean the TAH Design Guidelines, as the same may be amended or supplemented from time to time.

(ff) “**Developer**” shall mean Aurora Highlands, LLC, a Nevada limited liability company, or its designated successors and permitted assigns.

(gg) “**Developer Advances**” shall mean, collectively, the Developer Capital Advances and the Developer Operating Advances.

(hh) “**Developer Capital Advances**” shall mean funds advanced by the Developer for payment of Actual Capital Costs, including the amounts previously advanced by the Developer for this purpose.

(ii) “**Developer Operating Advances**” shall mean funds advanced by the Developer for payment of Actual Operations and Maintenance Costs, including the amounts previously advanced by the Developer for this purpose.

(jj) “**Development**” or “**Property**” shall mean the approximately 3,920-acre development known as The Aurora Highlands and the Aurora Technology and Energy Center, located in the City of Aurora, County of Adams, State of Colorado, which is anticipated to be developed with single family and multi-family homes, commercial, retail, industrial, and other amenities, reaching an estimated population of approximately 41,823 people at full build-out.

(kk) “**Development Fees**” shall mean fees imposed by vote of the CAB, and memorialized in a writing recorded in the real property records of the County, for financing Actual Capital Costs, and such fees shall be required to be paid to the CAB prior to the issuance of a building permit.

(ll) “**District Administrative Costs**” shall mean the costs incurred by the CAB Districts directly related to administrative functions of each applicable CAB District, including, but not limited to, costs related to accounting, financing, audit, insurance, management, and legal services.

(mm) “**Event of Default**” shall mean any one or more of the events or the existence of one or more of the conditions set forth in Article XII hereof.

(nn) “**Expanded Notice**” shall mean, in addition to notice being posted as required by the Act, notification being provided by one of the following methods: (i) publication in a newspaper circulated within the City; (ii) an insert with a billing statement; or (iii) email or comparable then-current technology to all property owners. To constitute an Expanded Notice, publication must be made by one of the foregoing methods no less than thirty (30) days prior to the date of the Board Meeting at which consideration of a final decision on the matter will be

considered, and not more than sixty (60) days before the date of such Board Meeting. Such Expanded Notice shall include contact information for the CAB and the CAB Districts where additional information may be obtained.

(oo) **“Fee”** shall mean, collectively, (i) any type of charge to any portion of the Service Area for any services or facilities provided by or through the CAB, (ii) any fees imposed by the CAB for the Design Review Committee or Enforcement Committee services, or (iii) any other community-wide services or facilities provided by or through the CAB.

(pp) **“Final Budget”** shall mean the final budget in any year, and as may be amended within the fiscal year, as established and approved by the CAB following public hearings, for the payment of projected Actual Operations and Maintenance Costs and Actual Capital Costs.

(qq) **“Fine”** shall mean any monetary penalty imposed by the CAB due to a violation of the TAH Covenant Enforcement Rules and Regulations by such owner or resident of the subject real property.

(rr) **“First Amended and Restated Effective Date”** shall mean April 16, 2020.

(ss) **“First Amended and Restated Establishment Agreement”** shall mean the First Amended and Restated Establishment Agreement as defined in Recital M.

(tt) **“Funding Account”** shall mean the account owned, established, and managed by the CAB.

(uu) **“Long Term Capital Improvements Plan”** shall mean that certain Long Term Capital Improvements Plan adopted by the CAB Board, and amended from time to time, for design and construction of the Public Improvements to serve the Service Area.

(vv) **“Multiple-Fiscal Year Financial Obligation”** shall mean the obligation of the CAB Districts evidenced hereunder, whereby the CAB Districts covenant to pay their respective shares of the Actual Operations and Maintenance Costs and their respective shares of the Actual Capital Costs.

(ww) **“Operations and Maintenances Services”** shall mean those costs incurred in the administration of the CAB, including, but not limited to: (i) the cost of assuring compliance with this CABEA and all applicable statutory and regulatory provisions; (ii) the costs of administering the Funding Account; and (iii) those tasks, services, and functions performed by or on behalf of the CAB, or provided to the CAB, which are necessary or appropriate in order to operate, maintain, repair, and replace the Public Improvements, generally including, without limitation, costs of labor and materials, management, legal, financing, accounting, construction and other professional services, insurance, bonds, permits, licenses, and other governmental approvals.

(xx) **“Original Effective Date”** shall mean November 21, 2019.

(yy) **“Original Establishment Agreement”** shall mean the Original Establishment Agreement as defined in Recital L.

(zz) **“PIF Revenue”** (*definition reserved for future use*).

(aaa) **“PILOT”** shall mean any covenant recorded against the Development or a portion of the Development requiring a payment in lieu of taxes if real or personal property within the Development is not subject to *ad valorem* property taxation.

(bbb) **“Planning Year”** shall mean the year immediately preceding the corresponding Budget Year.

(ccc) **“Plans”** shall mean the plans, documents, drawings, and other specifications prepared by or for the CAB for the Construction of any Public Improvements.

(ddd) **“Present”** or **“Present at the Meeting”** shall mean either being physically present at a Board Meeting or attending a Board Meeting via phone or some other electronic device.

(eee) **“Public Improvements”** shall mean those improvements and facilities to be financed and constructed as authorized under the Service Plans necessary for the completion of the Development, which shall include the Regional Transportation System.

(fff) **“Regional Transportation System”** shall mean the regional transportation infrastructure projects identified on Exhibit A of the ARTA Establishment Agreement, as may be amended from time to time.

(ggg) **“Resolution Providing Notice of Completion”** shall mean the Resolution Providing Notice of Completion as defined in Section 3.4.

(hhh) **“Rules and Regulations”** shall mean those rules and regulations established by the CAB Board governing the operation and use of the Public Improvements, as the same may be amended from time to time.

(iii) **“Second Amended and Restated Effective Date”** shall mean April 27, 2022.

(jjj) **“Second Amended and Restated Establishment Agreement”** shall mean Second Amended and Restated Establishment Agreement as defined in Recital O.

(kkk) **“Service Area”** shall mean Service Area as defined in Section 3.2.

(lll) **“Service Plans”** shall mean the Service Plans, as amended or restated from time to time, for each CAB District, which were approved or will be approved by the appropriate jurisdiction and which include, initially, the following:

(i) The Second Amended and Restated Service Plan for the Aerotropolis Area Coordinating Metropolitan District approved by the City on February 28, 2022, by Ordinance No. 2022-07 effective April 23, 2022;

(ii) The Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-6 approved by the City on February 28, 2022, by Ordinance No. 2022-06 effective April 23, 2022; and

(iii) The Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 approved by the City on February 28, 2022, by Ordinance No. 2022-05 effective April 23, 2022.

(mmm) **“Specific Ownership Tax Revenues”** shall mean the specific ownership taxes remitted to the CAB Districts pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of the CAB Districts’ imposition of their respective mill levies.

(nnn) **“State”** shall mean the State of Colorado.

(ooo) **“Supplemental Declaration”** shall have the same meaning given to such term in the TAH Master Declaration.

(ppp) **“TAH Covenant Enforcement Rules and Regulations”** shall mean the Rules and Regulations for Covenant Enforcement adopted by the CAB and as may be amended from time to time, for the Property within the boundaries of AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2.

(qqq) **“TAH Covenants”** shall mean TAH Covenants as defined in Recital JJ.

(rrr) **“TAH Covenant Enforcement Services”** shall mean the covenant enforcement and design review services to be exercised by the CAB, TAH Design Review Committee, TAH Covenant Enforcement Committee, or such designee of the CAB as may enforce any portion of the TAH Master Declaration or the TAH Covenants on behalf of the CAB Districts.

(sss) **“TAH Master Declaration”** shall that certain Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, effective January 31, 2020, recorded in the real property records of Adams County, Colorado on February 2, 2020, at reception number 2020000010483, as the same may be amended from time to time, together with any Supplemental Declaration thereto.

(ttt) **“TAH Design Guidelines”** shall mean the Design Guidelines adopted pursuant to the TAH Master Declaration, as may be amended from time to time, that apply to the Property that is subject to the TAH Master Declaration.

(uuu) **“Term”** shall mean a Board Member’s term as defined in Section 3.4(b) below.

(vvv) “**Terminating District**” shall mean any CAB District that opts to terminate the Covenant Enforcement Services of the CAB and enforce the terms and conditions of the applicable Declaration, Design Guidelines, and Covenant Enforcement Rules and Regulations within its own territory.

(www) “**Third-Persons**” shall mean any individual, corporation, joint venture, estate, limited liability company, trust, partnership, association, or other legal entity, including governmental entities other than the CAB Districts, the Developer, and the CAB.

(xxx) “Third Amended and Restated Effective Date” shall mean [REDACTED] 2022.

(yyy) **“Third Amended and Restated Establishment Agreement”** shall mean Third Amended and Restated Establishment Agreement as defined in Recital Q.

(zzz) **“Transition Period”** shall mean the period of transition from Covenant Enforcement Services to enforcement of the applicable Declaration, Design Guidelines, and Covenant Enforcement Rules and Regulations by the Terminating District within its own territory as provided in Section 9.7 herein.

ARTICLE III : ESTABLISHMENT OF AUTHORITY

3.1 Establishment of Authority. The Aurora Highlands Community Authority Board is organized as a separate legal entity to be a political subdivision and public corporation of the State of Colorado pursuant to the powers set forth in Article XIV of the Colorado Constitution and in conformity with the provisions of Sections 29-1-203 and 203.5, C.R.S.

3.2 Service Area. The Service Area of the CAB shall consist of the combined service areas of the CAB Districts as defined in the Service Plans, as the same may change from time to time.

3.3 Purpose. As further described in Section 1.3, above, the primary purpose of the CAB is to effectuate the development of the Public Improvements, and provide certain services, for the benefit of the CAB Districts, the residents, taxpayers, and property owners, including the Developer. By the establishment of the CAB, the CAB Districts will be able to achieve efficiencies in coordinating the designing, planning, construction, acquisition, financing, operating, and maintaining of the Public Improvements. It is the intent that the CAB will provide for residents and property owners the opportunity to participate in the Development through representation on the CAB, ultimately transitioning from construction and development needs to operations and maintenance of all the Public Improvements when the Development is complete.

3.4 Governing. The CAB shall be governed and directed by the CAB Board, according to the following:

(a) Appointment of Board Members by CAB Districts.

(i) AACMD CAB Board Appointments Prior to Completion of All Public Improvements. It is the intent of the CAB and the CAB Districts that AACMD, as the Coordinating District under the Service Plans, have the ability to appoint seven (7) Board Members to the CAB Board through the date of completion of all of the Public Improvements authorized to be constructed under the Service Plans and the development that constitutes the Service Area is completed. The date of completion of all of the Public Improvements authorized to be constructed under the Service Plans and the development that constitutes the Service Area is completed will be set forth in a Resolution adopted by AACMD and delivered to each of the CAB Districts (the “**Resolution Providing Notice of Completion**”).

(ii) AACMD CAB Board Appointments After Delivery of Resolution Providing Notice of Completion.

(1) It is the intent of the CAB and the Member Districts, when the Public Improvements are all completed and the development that constitutes the Service Area is completed as evidenced in the Resolution Providing Notice of Completion, the role of AACMD as the coordinator of construction and financing of the Public Improvements will have been fulfilled. The ability of AACMD to appoint Board Members to the CAB will reduce from seven (7) to one (1) at that time.

(2) Other CAB District Board Member Appointments.

a) Each of TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2 may appoint one (1) Board Member to the CAB Board.

b) It is the intent of the CAB Districts, if and when added, each Additional CAB District will appoint one (1) Board member to the CAB Board.

(iii) Eligibility to Serve as a Board Member. To be eligible to be appointed as a Board Member the candidate must be currently serving on the CAB District Board that he or she is being appointed to represent. Each CAB District shall provide the CAB written notice evidencing the appointment of its appointed Board Member, including contact information and a disclosure of potential conflicts of interest, if any.

(iv) Alternate Board Members. Each CAB District may appoint from among its Board of Directors one or more Alternate Board Members to serve as an Alternate Board Member in the event such CAB District’s appointed Board Member is unable to attend a Board Meeting or is no longer qualified to serve.

(1) Each CAB District shall provide the CAB written notice evidencing the appointment of any Alternate Board Members, including contact information and disclosures of potential conflicts of interest, if any. Alternate Board Members may be appointed at such times as each CAB District determines; provided, however, that any Alternate Board Member must be designated to serve on the CAB Board by written notice to the CAB provided not less than five (5) business days prior to any Board Meeting at which the Alternate Board Member will serve on the CAB Board.

(v) Vacancies. In the event of a vacancy on the CAB Board, whether by expiration of Term, resignation, by virtue of the fact that the Board Member is no longer qualified to serve on the applicable CAB District's Board, the applicable CAB District shall appoint a successor Board Member.

(vi) Contact Notice. Each CAB District shall provide the CAB with written notice of the appointment and the name and contact information for each Board Member and Alternate Board Member(s) appointed.

(b) Term. Each Board Member's term on the CAB Board shall be coincident with his or her term on the CAB District Board from which he or she has been appointed and shall be extended to continue through such Board Member's subsequent term(s) if re-elected unless the CAB District Board, from which the Board Member has been appointed, delivers written notice to the CAB Board that it has appointed a successor Board Member ("**Term**"). There shall be no limit on the number of terms a Board Member may serve on the CAB Board.

(c) Compensation. Board Members may receive compensation from the CAB for their service as a Board Member in a manner similar to directors of special districts under the Act. The CAB Board shall adopt a resolution implementing this provision before any compensation is paid to any Board Member.

(d) Meetings.

(i) Regular Board Meetings of the CAB Board shall be held at such place, on such date, and at such time as the CAB Board shall, by resolution or motion, establish from time to time, and in accordance with the requirements for special districts under the Act.

(ii) At least two (2) Board Meetings of the CAB Board shall be held annually.

(iii) Special Board Meetings of the CAB Board may be held at such place, on such day, and at such hour as the CAB Board may determine.

(iv) Notices of all Board Meetings shall be the same as meetings for special districts under the Act, except for those matters requiring Expanded Notice as more fully set forth in this CABEA.

(v) Action of the CAB Board shall be taken at a duly noticed regular or special Board Meeting or continued Board Meeting; provided, however, that after the closing on the first sale of a residential unit by a homebuilder to an end user, the following items shall require approval of the CAB after provision of Expanded Notice and discussion at a minimum of two (2) public Board Meetings prior to approval (approval may be at the second Board Meeting, except for any bona-fide emergency action):

(1) Adoption of the Final Budget; and

(2) Issuance of Bonds.

3.5 Quorum. A Quorum is established by a majority of the Board Members being Present at a Board Meeting, which shall mean being either physically present at a Board Meeting or attending a Board Meeting via phone or by some other electronic device (“Present” or “Present at a Meeting”). If less than a majority of the Board Members then in office is Present at a Board Meeting, a majority of the Board Members Present shall constitute a quorum for the Board Meeting.

(a) Voting Process.

(i) Each serving Board Member or Alternate Board Member (if applicable) shall have one (1) vote; provided however, if the same person is appointed by multiple CAB Districts to serve as Board Member or Alternate Board Member, that person shall only have one (1) vote as a Board Member.

(ii) Each serving Board Member shall vote according to the policy established by the CAB District that the Board Member is representing.

(iii) Voting by proxy is prohibited.

(iv) In the event a vacancy is not filled as described in herein, that Board Member’s vote, which was caused by such vacancy, shall be waived on any matter coming before the CAB Board and the related voting requirement, if any, shall be reduced, until such time as the vacancy is filled.

(b) Payments in Lieu of Taxes. PILOT revenues pledged by the CAB Districts to the CAB pursuant to a pledge agreement or pledge agreements shall be collected by the CAB and applied as set forth under such pledge agreements to the repayment of the obligations secured under the pledge agreements.

(c) Conflict Disclosures. All Board Members shall disclose conflicts of interest as required of officers or board members of special districts in accordance with Colorado law, as the same may be amended from time to time.

(d) Oath. Each Board Member shall take an oath of office substantially as required of directors of special districts under the Act.

(e) Officers. The officers of the CAB shall be a President, Vice-President, Secretary, Treasurer, and Assistant Secretary (individually, an “**Officer**”, and collectively, the “**Officers**”). In addition to the duties designated by the CAB Board, the duties of the Officers shall include:

(i) The President shall preside at all Board Meetings of the CAB Board and, except as otherwise delegated by the CAB Board or provided in this CABEA, shall execute all legal instruments of the CAB.

(ii) The Vice-President shall, in the absence of the President, or in the event of the President’s conflict or inability or refusal to act, perform the duties of the

President and where so acting shall have all the powers of and be subject to all restrictions upon the President.

(iii) The Secretary shall maintain the official records of the CAB, including the minutes of Board Meetings of the CAB Board, and a register of the names and addresses of the CAB Districts, Board Members, Alternate Board Members, and Officers, and shall issue notice of Board Meetings, attest and affix the corporate seal, as applicable, to all documents of the CAB, and perform such other duties as the CAB Board may prescribe from time to time. The Secretary need not be a Board Member.

(iv) The Treasurer shall serve as financial officer of the CAB.

3.6 Powers. In general, the CAB shall have the power to exercise all powers which are now or may in the future be conferred by law upon a political subdivision and public corporation organized pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., or which are essential to the provision of its functions, services, and facilities, subject to such limitations as are or may be prescribed by law or in this CABEA. In accordance with Subsection 29-1-203.5(2)(a), C.R.S., the CAB is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1, Title 32, C.R.S., so long as each of the CAB Districts may lawfully exercise the power; provided, however, that pursuant to Subsection 29-1-203.5(2)(b), C.R.S., the CAB may not levy a tax or exercise a power of eminent domain. The CAB is further authorized to exercise the powers established in Subsection 29-1-203.5(3), C.R.S. To the extent permitted by law and subject to the limitations set forth in this CABEA, the powers and duties of the CAB Board, which shall be exercised by approval of a majority of the present and voting Board Members, unless otherwise specified in this CABEA, include, without limitation, the following:

(a) To establish such Bylaws, rules, regulations, procedures, and policies as may be reasonably necessary for the administration of the CAB and to provide access to and use of the Public Improvements.

(b) To plan, design, acquire, construct, install, relocate and/or redevelop, and finance the Public Improvements according to the procedures set forth in this CABEA.

(c) To own, operate, and manage the Public Improvements as set forth in this CABEA, and to cooperate with other governmental entities with respect to the Public Improvements.

(d) To collect from the CAB Districts and administer revenues for all such purposes in this CABEA, subject to the terms of this CABEA and limitations of law.

(e) To determine the Actual Operations and Maintenance Costs and Final Budget for the Public Improvements and the mill levy required to be imposed by each CAB District.

(f) To determine the Actual Capital Costs and Final Budget for the Public Improvements, the mill levy required to be imposed by each CAB District, and the anticipated revenues generated from the CAB Districts pursuant to the pledge set forth below.

(g) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of (subject to the limitations set forth in this CABEA) any legal or equitable interest in real or personal property utilized for the authorized purposes of the CAB.

(h) To conduct the business and affairs of the CAB in the best interests of, and for the benefit of, the CAB Districts and their inhabitants.

(i) To enter into, make, and perform contracts of every kind with the CAB Districts, including the agreements attached to this CABEA, the United States, any state or political subdivision thereof, or any county, city, town, municipality, city and county, any special district formed pursuant to Title 32, C.R.S., or any predecessor thereof, authority, or any person or individual, firm, association, partnership, corporation, or any other organization of any kind with the capacity to contract, for any of the purposes contemplated under this CABEA.

(j) To set Fees, rates, tolls, and charges.

(k) To employ agents and employees, and engage accountants, attorneys, managers, engineers, and other consultants, and to appoint officers of the CAB.

(l) To sue and be sued in the name of the CAB.

(m) To have and use a corporate seal.

(n) To report to the CAB Districts on the progress of plans for and development of the Public Improvements as set forth in the Long Term Capital Improvements Plan.

(o) To keep minutes of the CAB's Board Meetings.

(p) To ensure compliance with all Colorado statutes that apply to the CAB, including the provisions of Parts 1 (Local Government Budget Law of Colorado), 5 (Local Government Uniform Accounting Law), and 6 (Local Government Audit Law) of Article 1, Title 29, C.R.S.

ARTICLE IV : ADMINISTRATIVE SERVICES

4.1 Administrative Services. The CAB or its designee shall perform the following administrative services for each CAB District (the “**Administrative Services**”):

(a) Serving as the “official custodian” and repository for the CAB Districts’ records and files, and providing incidental office supplies and photocopying, and meeting and reception services.

(b) Coordination of all Board Meetings, to include:

(i) Preparation and distribution of agenda and information packets;

- (ii) Preparation and distribution of Board Meeting minutes;
 - (iii) Attendance at Board Meetings;
 - (iv) Preparation, filing, and posting of legal notices required in conjunction with the Board Meeting; and
 - (v) Other details incidental to Board Meeting preparation and follow-up.
- (c) Ongoing maintenance of an accessible, secure, organized, and complete filing system for the CAB Districts' official records.
- (d) Monthly preparation of checks and coordination of postings.
- (e) Periodic coordination for financial report preparation and review of financial reports.
- (f) Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc., and confirming that all contractors and subcontractors maintain required coverage for the CAB's and the applicable CAB District's benefit.
- (g) Election administration, including preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and generally assisting in conducting elections.
- (h) Budget preparation, including preparation of proposed budgets, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications, and correspondence associated with the adoption of the annual budget and certification of the tax levies.
- (i) Response to inquiries, questions, and requests for information from the applicable CAB District's property owners, residents, and Third-Persons.
- (j) Drafting proposals, bidding, contract and construction administration, and supervision of contractors.
- (k) Analysis of financial condition and alternative financial strategies, and supervision of contractors.
- (l) Oversee investment of each CAB District's funds based on investment policies established by the CAB Districts' Boards in accordance with State and federal law.
- (m) Provide liaison services and coordination with other governments.

(n) Coordinate activities and provide information as requested to external auditors engaged by the CAB Districts' Boards.

(o) Coordinate legal, accounting, engineering, financing, and other professional services for the CAB Districts.

(p) Perform other services with respect to the operation and management of each CAB District as requested by the applicable CAB District's Board.

In addition to these services, when other services are, in the professional opinion of the CAB, necessary, the CAB may, with the approval of a CAB District, provide professional services to such CAB District in lieu of retaining consultants or contractors to provide those services. Without limiting the foregoing provisions of this 4.1, each CAB District may elect, at its own cost, to retain its own legal counsel and/or accounting services (each, a "**Professional Service Provider**"). In addition to providing their respective legal and accounting services, such Professional Service Provider may also assist and/or advise such CAB District as it relates to the Administrative Services provided to such CAB District by the CAB. The CAB Districts do not intend for a CAB District to pay duplicative costs for such legal and/or accounting services. Therefore, reasonable costs incurred by a CAB District for legal and/or accounting services provided by a Professional Service Provider that are similar in scope and cost to, and not in excess of, such CAB District's share of legal and/or accounting services set forth in the Final Budget shall be deducted from amounts that would otherwise be payable to the CAB for legal and/or accounting services. If such CAB District engages a Professional Service Provider for legal and/or accounting services that are not similar in scope and cost to (or are in excess of) such CAB District's share of legal and/or accounting services set forth in the Final Budget, the costs for such Professional Service Provider(s) shall be borne solely by such CAB District.

ARTICLE V : FINANCING OF PUBLIC IMPROVEMENTS AND THE REGIONAL TRANSPORTATION SYSTEM

5.1 Electoral Approval. Each of the CAB Districts has authorized, through the affirmative vote of their respective voting electors, the issuance of debt, fiscal year spending, Multiple-Fiscal Year Financial Obligations, revenue collections, and other constitutional matters requiring voter approval for purposes of this CABEA, as well as the Construction of the Public Improvements, in accordance with law and pursuant to due notice.

5.2 Bond Issuance, Debt, or Multiple-Fiscal Year Financial Obligation Incurrence. Each CAB District shall use its best efforts to meet its funding obligations under this CABEA through the imposition of mill levies and the imposition and collection of Development Fees, for payment on the CAB's Bonds. With regard to the financing of the Actual Capital Costs of the Public Improvements as determined by the CAB and required for the phasing and build-out of the Development, the CAB Districts agree that the CAB shall issue Bonds. Other than the obligations of the CAB Districts under this CABEA, the AACMD/ARTA ARI Mill Levy IGA, the CAB Districts ARI Mill Levy IGAs, and the Pledge Agreements contemplated by this CABEA, the CAB Districts shall not issue any Bonds or contractually commit to any multiple fiscal year obligations. The CAB Districts acknowledge that from time to time, the Developer will advance funds to the CAB to ensure that the CAB has sufficient funds to meet the CAB's

Actual Operation and Maintenance Costs. The CAB is authorized to enter into service, funding, and reimbursement agreements with the Developer, on behalf of all the CAB Districts, for repayment of such obligations in reliance on the CAB Districts' pledge of revenues to the CAB as set forth in this CABEA.

5.3 Financial Obligations. The CAB shall have the authority to issue Bonds, notes, or other financial obligations payable solely from: (a) revenue derived from one or more of the functions, services, systems, or facilities of the CAB; (b) from money received under contracts entered into by the CAB; or (c) from other available money of the CAB. The terms, conditions, and details of Bonds, notes, or other financial obligations including related procedures and refunding conditions, must be set forth in the resolution of the CAB authorizing the Bonds, notes, or other financial obligations (pursuant to which resolution the CAB may elect to apply the terms of the Title 11, Article 57, Part 2, C.R.S., as amended to such Bonds, notes or other financial obligations) and must, to the extent practical, be substantially the same as those provided in Part 4 of Article 35, Title 31, C.R.S., relating to water and sewer revenue bonds; except that the purposes for which the same may be issued are not limited to the financing of water or sewage facilities. Bonds, notes, or other financial obligations issued under this Section are not an indebtedness of the CAB or the cooperating or contracting parties within the meaning of any provision or limitation specified in the Colorado Constitution or statutes. Each Bond, note, or other financial obligation issued under this Section must recite in substance that it is payable solely from the revenues and other available funds of the CAB pledged for the payment thereof, and that it is not a debt of the CAB or the cooperating or contracting parties within the meaning of any provision or limitation specified in the Colorado Constitution or statutes. Notwithstanding anything in this Section to the contrary, Bonds, notes, and other obligations may be issued to mature at such times not beyond forty (40) years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, at a public or private sale, all as determined by the CAB Board. Interest on any Bond, note, or other financial obligation issued under this Section is exempt from taxation except as otherwise may be provided by law. The resolution, trust indenture, or other security agreement under which Bonds, notes, or other financial obligations are issued is a contract with the holders thereof and may contain such provisions as the CAB Board determines to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in revenue, money, rights, or property of the CAB. The provisions of this Section shall apply to any Bonds issued by the CAB.

(a) The proceeds of any Bonds, the interest on which is intended to be excludable from gross income of the bondholders thereof for federal income tax purposes, shall be used solely to finance items that will not adversely affect the exclusion of such interest from such gross income.

(b) The CAB Districts acknowledge that the CAB may enter into pledge agreements with one or more CAB Districts, pursuant to which such CAB District(s) will be obligated to impose *ad valorem* property taxes for the payment of obligations issued by the CAB to fund Actual Capital Costs of Public Improvements. Notwithstanding any other provision contained in this CABEA, for so long as there remains in effect between the CAB and any CAB District such a pledge agreement, the provisions of such pledge agreement shall supersede every

financial obligation of such CAB District under this CABEA with respect to the funding of Actual Costs of Public Improvements. Any provisions of this CABEA purporting to require such CAB District to impose *ad valorem* property taxes, collect Development Fees, or otherwise pay moneys to the CAB to fund Actual Capital Costs of Public Improvements shall be of no force and effect during the term of such pledge agreement by the terms of the pledge agreement, and the application of any moneys to be imposed, collected, or received by the CAB District under such pledge agreement for the purpose of funding Actual Capital Costs of Public Improvements shall be governed solely by the terms of such pledge agreement.

(c) The CAB Districts acknowledge that the CAB may enter into pledge agreements with one or more CAB Districts, pursuant to which such CAB District(s) will be obligated to impose *ad valorem* property taxes for the payment of the cost of Operations and Maintenance Services and to fund obligations issued by the CAB to reimburse Developer advances to fund the cost of Operations and Maintenance Services. Notwithstanding any other provision contained in this CABEA, for so long as there remains in effect between the CAB and any CAB District such a pledge agreement, the provisions of such pledge agreement shall supersede every financial obligation of such CAB District under this CABEA with respect to the funding of Operations and Maintenance Services and the repayment of Developer advances to fund the cost of Operations and Maintenance Services. Any provisions of this CABEA purporting to require such CAB District to impose *ad valorem* property taxes, collect Fees, or otherwise pay moneys to the CAB to fund Operations and Maintenance Services shall be of no force and effect during the term of such pledge agreement by the terms of the pledge agreement, and the application of any moneys to be imposed, collected, or received by the CAB District under such pledge agreement for the purpose of funding the cost of Operations and Maintenance Service shall be governed solely by the terms of such pledge agreement.

5.4 Funding Account.

(a) Prior to or upon the execution of this CABEA, the CAB will establish the Funding Account.

(b) All revenue received by the CAB Districts (exclusive of any revenue received from the imposition of an ARI Mill Levy imposed pursuant to the AACMD/ARTA ARI Mill Levy IGA or the CAB Districts ARI Mill Levy IGAs) will be transferred on a monthly basis to the CAB for deposit in the Funding Account and application in accordance with the Final Budget for the Budget Year. Notwithstanding the foregoing, if any Bond document or any pledge agreement with respect to any outstanding obligations of any CAB District requires revenue to be deposited directly with a bond trustee or other Third-Person, the applicable CAB District(s) shall be entitled to make such payments, and the failure to deposit such funds into the Funding Account shall not be considered a default under this CABEA. The CAB District(s) making such deposits shall provide the remaining CAB Districts with appropriate supporting documentation evidencing that such deposits are being made in a timely manner.

(c) The CAB shall, pursuant to each CAB District's respective Final Budget, deposit the required portion of revenues from Development Fees, revenue Bond proceeds, and any other revenues received from other sources, including Developer Capital Advances, into the Funding Account.

(d) Each CAB District acknowledges that the CAB may borrow funds for deposit into the Funding Account in reliance on each CAB District's covenants to comply with the requirements of this CABEA.

5.5 Disbursement of Funds. The CAB shall have the sole authority to withdraw moneys from the Funding Account for use in the payment of Actual Capital Costs and Actual Operations and Maintenance Costs as specified by the Final Budget for the CAB. Such funds, together with any interest thereon, shall be used only to pay Actual Capital Costs and Actual Operations and Maintenance Costs incurred by the CAB. The CAB shall provide each CAB District with an annual audit reflecting funds withdrawn and payments made from the Funding Account.

5.6 Interest on Bonds. With respect to the CAB Bonds, the CAB Districts covenants they will not take any action or omit to take any action, if such action or omission would cause the interest on such Bonds to lose any of the following applicable exclusion(s):

(a) exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "**Tax Code**");

(b) exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income; or

(c) exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law.

Without limiting the generality of the foregoing, the CAB shall maintain such records regarding the investment of the proceeds of any Bonds that are issued by the CAB to fulfill any rebate obligations pursuant to Section 148 of the Tax Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the CAB in fulfilling the above covenant under the Tax Code and State law have been met.

5.7 Pledge of Payment. The CAB Districts acknowledge that the CAB will determine the Actual Capital Costs and the Actual Operations and Maintenance Costs and will determine the mill levy that, if imposed by all CAB Districts and together with projected Fee revenue, would be sufficient to pay such Actual Capital Costs and Actual Operations and Maintenance Costs. The CAB Districts further agree to impose such mill levies as are determined by the CAB to be sufficient, together with projected Fee revenue, to pay Actual Capital Costs and Actual Operations and Maintenance Costs. The financial obligations of the CAB Districts to remit CAB District revenues to the CAB to fund the Actual Capital Costs and Actual Operations and Maintenance Costs under this CABEA shall be Multiple-Fiscal Year Financial Obligations of each CAB District, payable from ad valorem property taxes generated as a result of the certification by each CAB District of a debt service and operations mill levy and any revenue derived from Development Fees or other Fees, rates, tolls, or other charges of the CAB Districts. The full faith and credit of each CAB District, as limited by this CABEA, is hereby pledged to

the punctual payment of the amounts to be paid under this CABEA. Such amounts shall, to the extent necessary, be paid out of the general revenues of each CAB District or out of any funds available for that purpose.

For the purpose of raising such general revenues, and for the purpose of providing the necessary funds to make payments under this CABEA as the same become due, the Board of each CAB District shall annually determine, fix, and certify a rate of levy for *ad valorem* property taxes to the County, which when levied on all of the taxable property of such CAB District, shall raise direct *ad valorem* property tax revenues which, when added to other funds of the CAB District legally available therefor, will be sufficient to promptly and fully pay the amounts to be paid under this CABEA, as well as all other Multiple-Fiscal Year Financial Obligations or general obligation indebtedness of such CAB District, as the same become due. Except as limited in this CABEA, each CAB District covenants to levy such mills which are from time to time lawful, and as necessary, together with other moneys of the CAB District, to pay the amounts to be paid under this CABEA, along with all other general obligation indebtedness or Multiple-Fiscal Year Financial Obligations of the CAB District.

Notwithstanding anything to the contrary set forth in this CABEA, no CAB District shall be obligated to impose a mill levy in excess of what is allowable under its Service Plan.

5.8 Effectuation of Pledge; Appropriation; Regulatory Amendment. Except as limited by this CABEA, the amounts to be paid under this CABEA are hereby appropriated for that purpose, and such amounts shall be included in the annual budgets and the appropriation resolutions or measures to be adopted or passed by the board of directors of each CAB District in each year this CABEA remains in effect. The CAB shall direct the mill levy to be imposed each year by the CAB Districts. No provisions of any constitution, statute, resolution, or other measure enacted after the execution of this CABEA shall in any manner be construed as limiting or impairing the obligations of a CAB District to levy, administer, enforce, and collect the *ad valorem* property taxes and other revenues required for the payment of its obligations under this CABEA.

It shall be the duty of the Board of each CAB District annually, at the time and in the manner provided by law for the levying of such CAB District's taxes, to ratify and carry out the provisions of this CABEA regarding the levy and collection of the *ad valorem* property taxes specified under this CABEA, and to require the officers of the CAB District to cause the appropriate officials of the County, to levy, extend, and collect such taxes in the manner provided by law.

5.9 CAB Reliance; Funding Obligations Pending Dispute Resolution. The CAB Districts agree that their authority to modify this CABEA is limited so as to prohibit a repeal of the obligations set forth in this CABEA. The CAB Districts each agree, notwithstanding any fact, circumstance, dispute, or any other matter, that it will not take or fail to take any action which would delay a payment to the CAB or impair the CAB's ability to receive payment due under this CABEA. Each CAB District acknowledges that the CAB may issue revenue Bonds and the CAB may obtain financial commitments and security for its Bonds from Third-Persons, all of whom shall be relying on performance of the payment obligations of the CAB Districts under this CABEA. The purpose of this Section is to ensure that the CAB receives all payment

due under this CABEA in a timely manner so that the CAB may pay Actual Capital Costs and Actual Operations and Maintenance Costs. Notwithstanding that the bondholders are not in any manner third party beneficiaries of this CABEA, and do not have any rights in or rights to enforce or consent to amendment of this CABEA, each CAB District agrees that during the pendency of any litigation which may arise under this CABEA, all payments shall be made by such CAB District for the purpose of enabling the CAB to make payments on its Bonds. If a CAB District believes it has valid defenses, setoffs, counterclaims, or other claims, it shall make all payments to the CAB as described in this CABEA and seek to recover such payments by actions at law or in equity for damages or specific performance.

5.10 Parameters for Bond Issuance. Unless otherwise previously approved in writing by the City, all Bonds issued by any of the CAB Districts and/or the CAB shall be subject to the applicable provisions of the CAB Districts' Service Plans.

ARTICLE VI : CONSTRUCTION OF PUBLIC IMPROVEMENTS

6.1 Construction and Acquisition of Public Improvements.

(a) The CAB shall have the right and power to construct and acquire all Public Improvements set forth in the Long Term Capital Improvements Plan pursuant to a process and procedure set forth in the Bylaws, if any, and as provided in this CABEA.

(b) The CAB Districts acknowledge that the CAB may engage AACMD to provide services to the CAB in relation to the planning, design and construction of the Public Improvements from time to time, including but not limited to, the provision of project management services, and the terms and conditions of the provision of such services shall be as set forth in the agreements as approved and executed by the CAB and AACMD.

(c) The CAB Districts acknowledge that AACMD is a party to the ARTA Establishment Agreement and the AACMD/ARTA ARI Mill Levy IGA, and that the CAB Districts shall have responsibilities under the CAB Districts ARI Mill Levy IGAs.

(d) The CAB Districts agree that unless and until a separate written agreement is entered into between the CAB and AACMD or the CAB and ARTA, the CAB shall have no responsibility for the matters that are the subject of the AACMD/ARTA ARI Mill Levy IGA and the CAB Districts ARI Mill Levy IGAs.

(i) The CAB Districts acknowledge the CAB and AACMD are under current discussions regarding an agreement pursuant to which the CAB shall be responsible for the operations and maintenance of certain parts of the Regional Transportation System, prior to acceptance by the appropriate jurisdiction for ownership and maintenance.

6.2 Diligence. If required by the Act or any agreement between the CAB and/or the CAB Districts and another governmental entity having jurisdiction, a contract for construction of approved Public Improvements shall be publicly bid and fully approved at a public meeting.

6.3 Public Improvements Process. Prior to the approval of a construction contract for approved Public Improvements:

(a) The CAB shall determine the operations and maintenance and repair and replacement costs associated with such Public Improvements for purposes of the impact on the operations and maintenance budget in the current and future years. The CAB Board shall schedule, phase, and configure the Public Improvements to adequately and economically provide for the needs of the CAB Districts' residents and property owners, and as development demands require.

(b) The CAB shall obtain all necessary governmental approvals, and exercise reasonable efforts to comply with Colorado and other applicable rules, laws, regulations, and orders.

(c) The CAB shall cause Construction of the Public Improvements to be commenced on a timely basis, subject to receipt of all necessary governmental approvals and the terms of this CABEA.

(d) The CAB shall make available during normal business hours to the CAB Districts copies of any and all Construction contracts and related documents concerning the Public Improvements and shall deliver copies of such documents to any CAB District upon receipt of a written request. The CAB shall diligently and continuously prosecute to completion the Construction of the Public Improvements.

(e) The CAB Board shall have the authority to approve non-material changes or modifications to construction contracts, in accordance with any adopted CAB Board resolution, between Board Meetings and as necessary to diligently pursue Construction activities; provided, however, that any such change order shall be ratified at the next Board Meeting.

(f) In case of emergencies, the CAB Board may approve contracts which shall be ratified at the next Board Meeting, so long as it facilitates Construction of the Public Improvements within the Final Budget.

6.4 Governmental Requirements. The facility and service standards of the CAB shall be compatible with those of the City and such other governmental entities as may be applicable.

ARTICLE VII : OWNERSHIP AND DEDICATION OF PUBLIC IMPROVEMENTS; OPERATIONS AND MAINTENANCE SERVICES

7.1 Ownership of Public Improvements. The CAB shall own, operate, and maintain all Public Improvements unless and until any of such Public Improvements are dedicated to the City or another appropriate governmental entity for perpetual ownership and maintenance. The CAB Districts hereby transfer and assign to the CAB all interests in real estate contracts, and the CAB Districts agree to execute all deeds and other documents necessary to evidence this transfer and conveyance.

7.2 Transfer of Public Improvements. Except as may be required by law, the City, or any other jurisdiction that will be accepting the completed improvement for ownership, operations or maintenance, or under the Service Plans, the CAB shall not transfer Public Improvements to another entity without the express written consent of the CAB Districts' Boards.

7.3 Ownership of the Regional Transportation System. The CAB Districts acknowledge that AACMD may own, operate, or maintain certain of the Regional Transportation System during the applicable warranty period and before final transfer to the appropriate governing jurisdiction pursuant to one or more separate agreements between the CAB and AACMD.

(a) Following the applicable warranty period and pursuant to one or more separate agreements between the CAB and AACMD, the CAB shall assume ownership, operate, and maintain any Regional Transportation System improvement(s) constructed by AACMD and not transferred to a separate governing jurisdiction.

(b) The CAB shall not accept any Regional Transportation System improvement that is not constructed in accordance with applicable laws, rules, and regulations.

7.4 Operations and Maintenance Services. Within the constraints of the Final Budget and appropriations for such purposes, the CAB Board shall supervise and cause to be performed all Operation and Maintenance Services, regardless of location, including, but not limited to, the following:

(a) Draft proposals, bidding (if required by laws applying to special districts), contracts, and provide contract administration and supervision of service providers;

(b) Supervise and ensure contract compliance by all service providers, including the establishment and maintenance of preventive maintenance programs;

(c) Procure all inventory, parts, tools, equipment, and other supplies necessary to perform the services required;

(d) Retain service providers and professional services, to perform duties, including, but not limited to, the following:

(i) Operations and maintenance, including mosquito, weed, and animal control;

(ii) Cooperation with City, County, State, and federal authorities in providing such tests as are necessary to maintain compliance with appropriate governmental standards;

(iii) Permitting and supervision of the connection of utility lines to private developments;

(iv) Coordinate Construction with various utility companies to ensure minimum interference with CAB maintenance responsibilities and assets owned;

(v) Perform routine maintenance and repairs necessary to continue the efficient operation of assets;

(vi) Provide for the services of subcontractors necessary to maintain and continue the efficient operation of assets; and

(vii) Provide for emergency preparedness, consisting of a centralized telephone number maintained to provide adequate response to emergencies.

7.5 CAB Manager. The CAB may hire or engage a CAB Manager to assist in the implementation of the Operations and Maintenance Services.

(a) The Actual Operations and Maintenance Costs shall be determined during the budget process.

(b) The CAB shall make available to the CAB Districts copies of all service contracts.

(c) Any agreement governing a CAB Manager's contractual relationship with respect to Bond financed Public Improvements shall comply with all applicable federal income tax requirements if interest on the Bonds is intended to be excluded from gross income of the bondholders for federal income tax purposes.

ARTICLE VIII : BUDGET PROCESS

8.1 Adoption. The CAB budget process shall require the CAB to furnish to each CAB District the following:

(a) An accounting of any estimated carryover balances from prior years; and

(b) A proposed schedule for deposits based on the expected timing for receipt of funds generated from (i) the CAB Districts' *ad valorem* property taxes and specific ownership taxes; (ii) Developer Capital Advance(s) and Developer Operating Advances to the CAB or CAB Districts; and/or (iii) other rates, Fees, tolls, and other charges that may be imposed by the CAB or any of the CAB Districts from time to time in accordance with State law.

8.2 Annual Appropriation. On or before December 10th of each year throughout the term of this CABEA, each of the CAB Districts and the CAB agree to budget and appropriate funds for ensuing year in the amount sufficient to pay for the costs and expenses necessary to undertake the services.

8.3 Final Budget. The Final Budget may be amended from time to time in accordance with State law, to reflect changes in actual revenues and/or expenses, utilizing the same process and requirements set forth in this Article, except that the CAB may establish alternative reasonable time periods for preparation, review, and approval of proposed budget amendments. Any Final Budget processed and approved in accordance with this Section shall be known as an "**Amended Final Budget**".

In the event that funding provided by any CAB District to the CAB exceeds the amount owed by that CAB District according to the Amended Final Budget, the balance may be carried

over and credited against the anticipated funding obligation of such CAB District for the following year as identified by the Preliminary Budget Documents.

ARTICLE IX : COVENANT ENFORCEMENT AND ARCHITECTURAL REVIEW

9.1 TAH Master Declaration Delegation to CAB. During the term of this CABEA, AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2 assign to the CAB all duties, rights, and obligations delegated to AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2 by the TAH Master Declaration, the TAH Design Guidelines, and the TAH Covenant Enforcement Rules and Regulations, all as may be amended, with respect to the TAH Covenant Enforcement Services, together with the TAH Covenants, as may be recorded in the future. Specifically, with respect to each document, the CAB is authorized as follows:

(a) TAH Master Declaration. On behalf of AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2, the CAB shall be charged with enforcing the TAH Design Guidelines and additional or supplemental design guidelines (including with respect to specific portions of the Service Area) as authorized by the TAH Master Declaration or the TAH Covenants. AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2, further authorize the CAB to enforce any and all use restrictions as set forth in the TAH Master Declaration or TAH Covenants on behalf of AACMD, TAH No. 1, TAH No. 2, TAH No. 3, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and ATEC No. 2, without regard to which of such CAB Districts the property subject to the action is included.

(b) TAH Design Review Committee. The CAB Districts acknowledge that general administration of the TAH Design Guidelines is assigned by the TAH Master Declaration to the TAH Design Review Committee, (also known as the “Community-Wide Architectural Review Committee”) as such committee is more particularly defined and described in the TAH Master Declaration and Covenant Enforcement Rules and Regulations (the “**TAH Design Review Committee**”). The CAB shall appoint not less than five (5) members to the TAH Design Review Committee, three (3) of whom having experience in architecture, engineering, land planning, landscape architecture, real estate development, contracting, building, code enforcement, or a related field that the CAB Board deems relevant and appropriate.

(c) TAH Enforcement Committee. The CAB Districts acknowledge that general administration of the covenants, rules, and regulations set forth in the TAH Master Declaration is assigned by the TAH Master Declaration to the Enforcement Committee (“**TAH Enforcement Committee**”), as such committee is more particularly described in the TAH Master Declaration and Covenant Enforcement Rules and Regulations. The CAB shall appoint the members of the TAH Enforcement Committee in accordance with the TAH Master Declaration and Covenant Enforcement Rules and Regulations.

(d) Imposition of Fees and Fines Related to TAH Master Declaration and TAH Covenants. The CAB Board may adopt and impose appropriate Fees and Fines related to the activities of the TAH Design Review Committee and the TAH Enforcement Committee, and

to otherwise implement the provisions of the TAH Master Declaration, the TAH Covenants, and this CABEA.

(e) Independent Contractors. The CAB Districts agree and acknowledge that at any time during the term of this CABEA the CAB may engage one or more independent contractors to carry out and enforce all or a portion of the provisions of the TAH Master Declaration, TAH Design Guidelines, TAH Covenant Enforcement Rules and Regulations, and any supplemental documents and agreements related to the provision of the TAH Covenant Enforcement Services. The contractual relationship with any such independent contractor shall be managed solely by the CAB.

9.2 Covenant Enforcement Area and Revenue. During the term of this CABEA, the CAB is authorized to undertake the applicable Covenant Enforcement Services within the boundaries of the CAB Districts to the extent that the real property within such boundaries is subject to the Declaration, the TAH Design Guidelines, and/or the TAH Covenant Enforcement Rules and Regulations; provided, however, that any and all revenues used to furnish the Covenant Enforcement Services in accordance with TAH Master Declaration, the TAH Design Guidelines, and the TAH Covenant Enforcement Rules and Regulations must be derived from within the boundaries of the CAB District in which the Covenant Enforcement Services are furnished. By way of illustration, revenue furnished for the administration of the TAH Master Declaration, the TAH Design Guidelines, and the TAH Covenant Enforcement Rules and Regulations within the boundaries of TAH No. 1 shall be derived from within the boundaries of TAH No. 1 or from within a smaller sub-portion of such area to the extent such sub-area is the sole recipient of the TAH Covenant Enforcement Services provided.

9.3 Records and Reports. Throughout the term of Covenant Enforcement Services by the CAB, the CAB shall maintain and preserve books, documents, papers, and records of any independent contractors or service providers providing services on behalf of the CAB, which are directly pertinent to the Covenant Enforcement Services (subject in all events to the then-current document retention policies of the CAB), and the CAB shall make available the same to the CAB Districts and any of their authorized representatives upon request at all reasonable times for the purpose of making audits and examinations.

9.4 Costs. Costs incurred by the CAB in the provision of Covenant Enforcement Services shall be considered Actual Operations and Maintenance Costs for purposes of this CABEA.

9.5 Appellate Body. The CAB Districts acknowledge that the CAB Board may create an appellate board to review the decisions of the TAH Design Review Committee and the TAH Enforcement Committee. Any appellate board may consist of a subset of the Board Members or all Board Members.

9.6 Other Committees. The CAB Board may organize and provide for the administration of such other boards, committees, and subcommittees as it deems reasonable and appropriate.

9.7 Termination of Covenant Enforcement Services and Transition of Responsibilities.

(a) Any CAB District may elect to terminate the CAB's Covenant Enforcement Services within its borders with or without cause; provided, however, that in such event the terminating CAB District shall be required to administer and enforce the TAH Master Declaration, the TAH Design Guidelines, and the TAH Covenant Enforcement Rules and Regulations within its own boundaries. In such case, the written resolution of the board of directors of the Terminating District shall establish a Transition Period of ninety (90) to one hundred twenty (120) days to unwind the mutual covenants of this CABEA related to the Covenant Enforcement Services. During such transition period, the Terminating District agrees to work cooperatively with the CAB and the other CAB Districts to develop and execute transition procedures that minimize impact to the CAB Districts' property owners.

(b) To the extent it is possible to assess whether excess funds of the Terminating District will remain under the CAB's control following the termination of Covenant Enforcement Services by the CAB, the CAB shall transmit any funding overage to the Terminating District during the Transition Period. In the event that the end balance for the Terminating District's funding of the Covenant Enforcement Services cannot be determined during the Transition Period, the CAB shall transmit any excess funds of the Terminating District remaining on the CAB's books to the Terminating District no later than January 31st of the year following the year in which Covenant Enforcement Services are terminated.

(c) During the Transition Period, the CAB shall transmit any and all books, documents, papers, and records related to Covenant Enforcement Services provided for the benefit of the Terminating District to such CAB District. The CAB shall also retain copies of such books, documents, papers, and records. The provisions of this subsection (c) are subject, in all events, to the then-current document retention policies of the CAB.

(d) Upon termination of the CAB's Covenant Enforcement Services, any Terminating District shall administer and enforce the applicable Declaration, Design Guidelines, and Covenant Enforcement Rules and Regulations within its own boundaries, and any and all revenues used to furnish such services shall continue to be derived from within the boundaries of the CAB District in which the services are furnished.

ARTICLE X : SPECIAL PROVISIONS

10.1 Rights of the CAB. Subject to the limitations of this CABEA, the CAB Districts grant the CAB the right to construct, own, use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon, or otherwise dispose of any and all real property, Public Improvements or appurtenances thereto, and any and all other interests in real or personal property or otherwise, within the ownership, possession or control of the CAB Districts to enable the CAB to provide the Public Improvements and Operations and Maintenance Services. The CAB Districts grant to the CAB the right to occupy any place, public or private, which the CAB Districts might occupy, for the purpose of fulfilling the obligations of the CAB under this CABEA. To implement the foregoing, the CAB Districts agree to exercise such authority, to do such acts, and to grant such easements or licenses as may be reasonably requested by the CAB;

provided that, any legal, engineering, technical, or other services required, or costs incurred, for the performance of this obligation shall be performed by a Person in the employment of or under contract with, and paid by, the CAB.

10.2 Right to Provide Public Improvements and Services. The CAB Districts agree that they shall not without the prior written consent of the CAB:

(a) Provide Public Improvements of any kind to their residents and property owners, except for financing or construction and dedication of the Public Improvements as set forth herein; or

(b) Provide Operations and Maintenance Services to its residents and property owners except as set forth herein.

10.3 Consolidation of CAB Districts. The CAB Districts may initiate consolidation proceedings in accordance with the Act and Service Plans at such time as the Resolution Providing Notice of Completion has been delivered to the CAB Districts by AACMD. The CAB Districts shall not file a request with any court to consolidate among themselves or with any other Title 32 districts without the prior written consent of the City. No such consolidation proceedings shall be initiated if less than all of the Boards of the CAB Districts adopt a joint resolution agreeing to such consolidation.

10.4 Dissolution of CAB. In accordance with Section 29-1-203.5(4), C.R.S., upon dissolution of the CAB, all the CAB's property shall be transferred to, or at the direction of, one or more of the CAB Districts. The CAB may not initiate dissolution proceedings until such time as the Resolution Providing Notice of Completion has been delivered to the CAB Districts by AACMD.

ARTICLE XI : REPRESENTATIONS AND WARRANTIES

11.1 General Representations. In addition to the other representations, warranties, and covenants made by the CAB Districts in this CABEA, the CAB Districts make the following representations, warranties, and covenants to each other:

(a) Each CAB District has the full right, power, and authority to enter into, perform, and observe this CABEA.

(b) Neither the execution of this CABEA, the consummation of the transactions contemplated hereunder, nor the compliance with the terms and conditions of this CABEA by the CAB Districts will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under any agreement, instrument, indenture, judgement, order, or decree to which a CAB District is a party or by which a CAB District is bound.

(c) This CABEA is the valid and binding obligation of each of the CAB Districts and is enforceable in accordance with its terms.

(d) The CAB Districts shall keep and perform all the covenants and agreements contained in this CABEA and shall take no action which could render this CABEA unenforceable in any manner.

ARTICLE XII : DEFAULTS, REMEDIES, AND ENFORCEMENT

12.1 Events of Default. The occurrence of any one or more of the following events and/or the existence of any one or more of the following conditions shall be considered an Event of Default under this CABEA:

(a) The failure of any CAB District to make any payment when the same shall become due and payable as provided in this CABEA and cure such failure within ten (10) business days of receipt of notice from one of the other CAB Districts or the CAB of such failure;

(b) The failure to perform or observe any other covenants, agreements, or conditions in this CABEA on the part of any CAB District and to cure such failure within thirty (30) days of receipt of notice from one of the other CAB Districts or the CAB of such failure, unless such default cannot be cured within such thirty- (30)-day period, in which case the defaulting party shall have an extended period of time to complete the cure, provide that action to cure such default is commenced within said thirty- (30)-day period and the defaulting party is diligently pursuing the cure to completion.

12.2 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, the CAB Districts and the CAB shall, individually and collectively, have the following rights and remedies:

(a) The non-defaulting CAB District(s) or the CAB may ask a court of competent jurisdiction to enter a writ of mandamus to compel the board of directors of the defaulting CAB District to perform its duties under this CABEA, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting CAB District to perform in accordance with this CABEA.

(b) The non-defaulting CAB District(s) or the CAB, or both, may protect and enforce its rights under this CABEA by such suits, actions, or special proceedings as it shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this CABEA, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcement this CABEA.

(c) The non-defaulting CAB District(s) shall have the right to impose a mill levy, budget, and expend funds as necessary to enforce the terms of this CABEA.

(d) To foreclose any and all liens in the manner specified by law.

Notwithstanding anything to the contrary contained in this CABEA, prior to the time the CAB requires a CAB District to impose a mill levy for their obligations under this

CABEA, any CAB District may file for inactive status and filing for such inactive status shall not constitute an Event of Default.

12.3 General.

(a) Delay or Omission No Waiver. No delay or omission of any CAB District or the CAB to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or be construed as a waiver of any such Event of Default.

(b) No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default by any CAB District or the CAB shall extend to or affect any subsequent or other Event of Default. All rights and remedies of the CAB Districts and the CAB provided in this CABEA may be exercised with or without notice, shall be cumulative, may be exercised separately, concurrently, or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

ARTICLE XIII : INSURANCE

13.1 CAB Insurance. During the term of this CABEA, the CAB shall maintain appropriate insurance limits and overage related to the provision of the services described in this CABEA and in other agreements of the CAB.

13.2 CAB District Insurance. The CAB Districts shall, to the extent each is active and the same are reasonably and commercially available and funds are available therefor, maintain the following insurance coverages, with companies and in amounts acceptable to each CAB District's respective board of directors:

(a) General liability coverage protecting the CAB Districts and their officers, directors, and employees against any loss, liability, or expense whatsoever from bodily injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations.

(b) Directors' and officers' liability coverage (errors and omissions) protecting the CAB Districts and their directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the CAB Districts and their directors and officers in the performance of their duties.

13.3 Workers' Compensation. To the extent they retain employees, the CAB Districts and the CAB shall make provisions for workers' compensation insurance, social security employment insurance, and unemployment compensations for employees, if any, as required by applicable State or federal law.

13.4 Certificates. Upon written request, each CAB District and the CAB shall furnish to the others, certificates of insurance showing compliance with the foregoing requirements. Said certificates shall state that the policy or policies evidenced thereby will not be cancelled or altered without at least thirty (30) days prior written notice to each CAB District and the CAB.

ARTICLE XIV : EMPLOYMENT OF ILLEGAL ALIENS

14.1 Addendum regarding Employment of Illegal Aliens. By its execution, the CAB Districts and the CAB confirm that they each shall comply with the applicable provisions of Section 8-17.5–101 *et. seq.*, C.R.S., and that every public contract for services to which the CAB or a CAB District is a party shall include the certificates, statements, representations, and warranties substantially in the form set forth in **Addendum 1**, Public Contract for Services Addendum, attached to and made a part of this CABEA by this reference.

ARTICLE XV : MISCELLANEOUS

15.1 Relationship of Parties. This CABEA does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employees between or among the CAB Districts.

15.2 Third-Party Beneficiaries. The CAB Districts agree that (i) unless and until the processes set forth in Sections 10.3 and 10.4 of this CABEA have been completed, and (ii) all Developer Advances have been repaid, the Developer is a third-party beneficiary to this CABEA, and the Developer agrees to and acknowledges such as evidenced by signature below. Other than the Developer, it is intended that there be no third-party beneficiaries of this CABEA, including, without limitation, the owners of any Bonds, notes, contracts, or other obligations incurred or executed by either the CAB Districts or the CAB. Nothing contained in this CABEA, expressed or implied, is intended to give any person other than the CAB Districts, the Developer, and the CAB any claim, remedy, or right under or pursuant to this CABEA, and any agreement, condition, covenant, or term contained in this CABEA required to be observed or performed by or on behalf of any party to this CABEA shall be for the sole and exclusive benefit of the other parties.

15.3 Assignment; Delegation. Except as set forth herein or as contemplated in the Service Plans, neither this CABEA, nor any of the CAB Districts' rights, obligations, duties, or authority under this CABEA may be assigned or delegated, in whole or in part, by any CAB District without the prior written consent of all the other CAB Districts, which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of the foregoing shall be deemed void. Consent to one assignment or delegation shall not be deemed to be consent to any subsequent assignment or delegation, nor the waiver of any right to consent to such subsequent assignment or delegation.

15.4 Modification. This CABEA may be modified or amended only by the written agreement of the CAB Districts and the CAB.

15.5 Governing Law. This CABEA shall be construed and interpreted in accordance with the laws of the State of Colorado. Venue for all actions shall be exclusive in Adams County, Colorado.

15.6 Heading for Convenience Only. The headings, captions, and titles contained in this CABEA are intended for convenience of reference only.

15.7 Counterparts. This CABEA may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. Photocopies, facsimile copies, and .pdf copies of original signatures shall be treated as originals for all purposes under this CABEA.

15.8 Time is of the Essence. Time is of the essence in this CABEA.

15.9 Notices. Unless otherwise provided below, all notices, demands, requests or other communications to be sent by one party to the other under this CABEA or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronic mail transmission (read-review acknowledged), or by depositing the same in the United States Mail, postage prepaid, addressed as set forth on the attached Addendum 2, Notice Addendum.

All notices, demands, requests, or other communications shall be effective: upon such personal delivery or upon electronic mail, read-review acknowledged; one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service; or three (3) business days after deposit in the United States mail. By giving the other parties to this CABEA at least ten (10) days' written notice thereof in accordance with the provisions of this CABEA, each of the parties shall have the right to change its individual notice address from time to time, all notice addresses to be maintained by the CAB.

15.10 District Records. The CAB shall maintain the public records for all the CAB Districts. Access to such records by the CAB Districts and the public shall be as set forth in the Rules and Regulations and in accordance with State law.

15.11 Further Assurances. The CAB Districts each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and documents as may be reasonably required for the performance of their obligations under this CABEA.

15.12 Severability of Provisions. Any provision of this CABEA which is prohibited, unenforceable, or not authorized as determined by a court of competent jurisdiction, shall not affect the remaining provisions of this CABEA or affect the validity, enforceability, or legality of such provisions in any other jurisdiction. Furthermore, in lieu of such prohibited, unenforceable, or non-authorized provision there shall be added automatically as a part of this CABEA, a provision as similar in terms to such prohibited, unenforceable, or non-authorized provision as may be possible and be legal, valid, and enforceable.

15.13 Cooperation Between the CAB Districts. Subject to the terms of the Service Plans, the CAB Districts will cooperate with one another, and any other districts organized within the Development to finance the Actual Operations and Maintenance Costs and Actual Capital Costs. The CAB Districts acknowledge that the boundaries of the CAB Districts may change in the future and that each CAB District shall support the exclusion/inclusion of the subject property from and into the respective CAB District.

15.14 Entire Agreement. This CABEA and all attached addenda and exhibits set forth the entire understanding and agreement of the CAB Districts and supersede and replace all prior agreements, memoranda, arrangements, and understandings relating to the subject matter of this CABEA (including, without limitation, that certain The Aurora Highlands Community Authority Board Establishment Agreement between and among the CAB Districts dated November 21, 2019).

15.15 Non-liability of CAB Directors, Members, and Employees. No Board Member, or director of the CAB Districts' individual boards of directors, or officer, employee, agent, attorney or consultant of the CAB Districts or the CAB shall be personally liable in the event of default or breach of this CABEA, or for any amount that may become due under the terms of this CABEA.

[signature blocks on following pages]

IN WITNESS WHEREOF, Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 4, The Aurora Highlands Metropolitan District No. 5, The Aurora Highlands Metropolitan District No. 6, ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and The Aurora Highlands Community Authority Board have executed this CABEA as of the day and year first written above.

**AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1**

By: _____
President

Attest:

Secretary

[signature blocks continue on following pages]

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

By: _____
President

Attest:

Secretary

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

By: _____
President

Attest:

Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 6**

By: _____
President

Attest:

Secretary

ATEC METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

ATEC METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD,**

By: _____
President

Attest:

Secretary

ADDENDUM 1

Public Contract for Services

By execution of this addendum (“**Addendum**”) to that certain *[insert name of agreement]* dated _____, 20____, by and between _____ Metropolitan District (the “**District**”) and _____ (the “**Contractor**”) (the “**Agreement**”), the parties to the Agreement further agree as follows:

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Contractor hereby certifies to the District that the Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Contractor who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Contractor shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Contractor represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

(a) Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Contractor violates any provision of this Addendum, the District may terminate the Agreement immediately and the Contractor shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State, as required by law.

[end of Addendum 1]

ADDENDUM 2

Notice Addendum

To the CAB:	The Aurora Highlands Community Authority Board c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado Email: Denise.Denslow@claconnect.com Attn: Denise Denslow
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, CO 80203 Email: legalnotices@specialdistrictlaw.com Attn: MaryAnn McGeady
To TAH No. 1, TAH No. 2, and/or TAH No. 3:	<i>[Name of District]</i> c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado Email: Denise.Denslow@claconnect.com Attn: Denise Denslow
With a Copy To:	Cockrel Ela Glesne Greher & Ruhland, P.C. 44 Cook Street, Suite 620 Denver, Colorado 80206 Email: mruhland@cegrlaw.com Attn: Matt Ruhland
To AACMD, TAH No. 4, TAH No. 5, TAH No. 6, ATEC No. 1, and/or ATEC No. 2:	<i>[Name of District]</i> c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado Email: Denise.Denslow@claconnect.com Attn: Denise Denslow
With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, CO 80203 Email: mmcgeady@specialdistrictlaw.com Attn: MaryAnn McGeady

[end of Addendum 2]

RESOLUTION NO. 2022-11-__

RESOLUTION OF THE BOARD OF DIRECTORS OF ATEC METROPOLITAN DISTRICT NO. 1 APPROVING THE ADDITION OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5 INTO THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD AND AUTHORIZING EXECUTION OF THE THIRD AMENDED AND RESTATED THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ESTABLISHMENT AGREEMENT PURSUANT TO SECTION 23-1-203.5, C.R.S.

A. ATEC Metropolitan District No. 1 (the “**District**”) was duly organized pursuant to Order and Decree of the District Court of the County of Adams, State of Colorado recorded on November 19, 2019.

B. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., metropolitan 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 of taxes, and the incurring of debt.

C. Section 29-1-203.5, C.R.S., metropolitan districts may contract with one another for the joint exercise of any function, service, or facility lawfully authorized to each, including the establishment of a separate legal entity to do so as a political subdivision and public corporation of the State of Colorado.

D. The District and Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”), The Aurora Highlands Metropolitan District Nos. 1, 2, 3, and 6, and ATEC Metropolitan District No. 2 (collectively, the “**CAB Districts**”) previously formed The Aurora Highlands Community Authority Board (the “**CAB**”) pursuant to Section 23-1-203.5, C.R.S., and that certain Establishment Agreement effective November 21, 2019 (as amended and restated effective April 27, 2022, the “**CABEA**”).

E. The CAB was formed to: (a) facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements (as defined in the CABEA); and (b) provide certain services contemplated by the Service Plans of the CAB Districts on behalf of the CAB Districts, including covenant enforcement and design review services, to benefit the taxpayers, property owners, and residents in the development commonly known as The Aurora Highlands.

F. The Aurora Highlands Metropolitan District Nos. 4 and 5 (“**TAH Nos. 4 and 5**”) may be organized following the regular election on November 8, 2022, upon which organizations TAH Nos. 4 and 5 will be eligible to seek and be added to the CAB as CAB Districts by the execution of the CABEA.

G. The Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-6, and the Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 (collectively, the “**Service Plans**”)

contemplate the coordinated development of The Aurora Highlands, including through cooperation in the financing, operation, and maintenance of the Public Improvements.

H. Section 1.4 of the CABEA provides that any properly formed metropolitan district may request to become a CAB District upon its organization, subject to: (a) obtaining the unanimous agreement of the CAB Board, (b) obtaining the unanimous consent of the requesting district's board of directors, and (c) the requesting district's execution of the CABEA.

I. The Boards of Directors of TAH No. 4 and TAH No. 5 have unanimously consented to requesting the addition of TAH Nos. 4 and 5 into the CAB and authorized the execution of the CABEA in order to effectuate its purpose in the coordinate development of The Aurora Highlands.

J. The Board of Directors of the District desires to approve the addition of TAH Nos. 4 and 5 into the CAB.

K. In order to effectuate the addition of TAH Nos. 4 and 5 into the CAB, the Board of Directors of the District also desires to approve and authorize the execution of the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement between and among AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, and 6, ATEC Metropolitan District No. 2, and the District (attached hereto as **Exhibit A**, the "**3rd A/R CABEA**").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 1, Adams County, Colorado, that:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a substantive part of this Resolution.

2. **Addition of TAH Nos. 4 and 5.** The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to approve the addition of TAH Nos. 4 and 5 into the CAB.

3. **Execution of CABEA.** The Board hereby determines that it is in the best interest of the District and its property owners and users for the CABEA to be amended and restated to add TAH Nos. 4 and 5, and therefore authorizes the execution of 3rd A/R CABEA.

4. **Authorizing Actions.** The Board hereby authorizes and directs the officers and consultants of the District to take all actions necessary to execute the duties, rights, and obligations of the District as provided in the 3rd A/R CABEA.

5. **Severability.** Judicial invalidation of any provision of this Resolution or any paragraph, sentence, clause, or phrase hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

6. **Effective Date.** This Resolution shall be effective upon the countersigning of the 3rd A/R CABEA by all CAB Districts.

APPROVED AND ADOPTED this 3rd day of November 2022.

ATEC METROPOLITAN DISTRICT NO. 1

By: _____
Matt Hopper, President

Attest:

Secretary/Asst. Sec.

RESOLUTION NO. 2022-11-___

RESOLUTION OF THE BOARD OF DIRECTORS OF ATEC METROPOLITAN DISTRICT NO. 2 APPROVING THE ADDITION OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5 INTO THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD AND AUTHORIZING EXECUTION OF THE THIRD AMENDED AND RESTATED THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ESTABLISHMENT AGREEMENT PURSUANT TO SECTION 23-1-203.5, C.R.S.

A. ATEC Metropolitan District No. 2 (the “**District**”) was duly organized pursuant to Order and Decree of the District Court of the County of Adams, State of Colorado recorded on November 19, 2019.

B. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., metropolitan 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 of taxes, and the incurring of debt.

C. Section 29-1-203.5, C.R.S., metropolitan districts may contract with one another for the joint exercise of any function, service, or facility lawfully authorized to each, including the establishment of a separate legal entity to do so as a political subdivision and public corporation of the State of Colorado.

D. The District and Aerotropolis Area Coordinating Metropolitan District (“**AACMD**”), The Aurora Highlands Metropolitan District Nos. 1, 2, 3, and 6, and ATEC Metropolitan District No. 1 (collectively, the “**CAB Districts**”) previously formed The Aurora Highlands Community Authority Board (the “**CAB**”) pursuant to Section 23-1-203.5, C.R.S., and that certain Establishment Agreement effective November 21, 2019 (as amended and restated effective April 27, 2022, the “**CABEA**”).

E. The CAB was formed to: (a) facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements (as defined in the CABEA); and (b) provide certain services contemplated by the Service Plans of the CAB Districts on behalf of the CAB Districts, including covenant enforcement and design review services, to benefit the taxpayers, property owners, and residents in the development commonly known as The Aurora Highlands.

F. The Aurora Highlands Metropolitan District Nos. 4 and 5 (“**TAH Nos. 4 and 5**”) may be organized following the regular election on November 8, 2022, upon which organizations TAH Nos. 4 and 5 will be eligible to seek and be added to the CAB as CAB Districts by the execution of the CABEA.

G. The Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-6, and the Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 (collectively, the “**Service Plans**”)

contemplate the coordinated development of The Aurora Highlands, including through cooperation in the financing, operation, and maintenance of the Public Improvements.

H. Section 1.4 of the CABEA provides that any properly formed metropolitan district may request to become a CAB District upon its organization, subject to: (a) obtaining the unanimous agreement of the CAB Board, (b) obtaining the unanimous consent of the requesting district's board of directors, and (c) the requesting district's execution of the CABEA.

I. The Boards of Directors of TAH No. 4 and TAH No. 5 have unanimously consented to requesting the addition of TAH Nos. 4 and 5 into the CAB and authorized the execution of the CABEA in order to effectuate its purpose in the coordinate development of The Aurora Highlands.

J. The Board of Directors of the District desires to approve the addition of TAH Nos. 4 and 5 into the CAB.

K. In order to effectuate the addition of TAH Nos. 4 and 5 into the CAB, the Board of Directors of the District also desires to approve and authorize the execution of the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement between and among AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, and 6, ATEC Metropolitan District No. 1, and the District (attached hereto as **Exhibit A**, the "**3rd A/R CABEA**").

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 2, Adams County, Colorado, that:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a substantive part of this Resolution.

2. **Addition of TAH Nos. 4 and 5.** The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to approve the addition of TAH Nos. 4 and 5 into the CAB.

3. **Execution of CABEA.** The Board hereby determines that it is in the best interest of the District and its property owners and users for the CABEA to be amended and restated to add TAH Nos. 4 and 5, and therefore authorizes the execution of 3rd A/R CABEA.

4. **Authorizing Actions.** The Board hereby authorizes and directs the officers and consultants of the District to take all actions necessary to execute the duties, rights, and obligations of the District as provided in the 3rd A/R CABEA.

5. **Severability.** Judicial invalidation of any provision of this Resolution or any paragraph, sentence, clause, or phrase hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

6. **Effective Date.** This Resolution shall be effective upon the countersigning of the 3rd A/R CABEA by all CAB Districts.

APPROVED AND ADOPTED this 3rd day of November 2022.

ATEC METROPOLITAN DISTRICT NO. 2

By: _____
Matt Hopper, President

Attest:

Secretary/Asst. Sec.

RESOLUTION NO. 2022-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 1
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors Deanna Hopper and Kathleen Sheldon shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 4, 2027.

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 2, 2023, 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, two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

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 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 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the District, c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380 and on the District's website at <https://theaurorahighlands.specialdistrict.net/>.

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 February 28, 2023, 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 2, 2023]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-11-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
ATEC METROPOLITAN DISTRICT NO. 2
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors Deanna Hopper and Kathleen Sheldon shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 4, 2027.

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 2, 2023, 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, two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

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 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 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the District, c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380 and on the District's website at <https://theaurorahighlands.specialdistrict.net/>.

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 February 28, 2023, 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 2, 2023]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 3, 2022.

**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

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 METROPOLITAN DISTRICT NO. 1 (“you” and “your”). 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, CPA 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 the Board of Directors.
 - 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
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- 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 non-attest 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. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. 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 on the Application for Exemption from Audit (if an audit is not required), we will not issue report on 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 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 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 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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.

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

Special Districts Payroll 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 METROPOLITAN DISTRICT NO. 1 ("you" and "your"). 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 information needed for the 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
 - 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 your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

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 board of directors of the district 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 deficiencies in your internal control as part of this engagement but will promptly report them to the board of directors of the district if identified. You agree that we shall not be responsible for any misstatements in your 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.

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.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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 you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which you 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 your 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 you to us in confidence and CLA will not disclose it to any other person or party, unless you authorizes us to do so, it is published or released by you, 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 your 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

You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. You also agree to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by you to any governmental or regulatory body, or for any insurance reimbursement in the event that you is requested to do so by any lawful authority. Except as outlined in this SOW, 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

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
CLAAconnect.com

Special Districts Public Administration 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 METROPOLITAN DISTRICT NO. 1 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Denise Denslow 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 Public Management Services

CLA will perform the following services for the District:

District Board of Directors ("Board") Meetings

- Coordination of Board meetings
- Meeting Attendance: District Manager and/or designee will attend Board meetings
- Preparation and distribution of agenda and informational materials as requested by the District
- Drafting of meeting minutes as assigned for approval by the Board of Directors.
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory-of persons and organizations for correspondence
- Repository of 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 services
- Website administration. CLA will oversee maintenance of the District's website as needed or requested by the District
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the District.

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications..
- Coordination of insurance policy renewals and updates for approval by the district's board of directors.
- In collaboration with District counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district.
- At the direction of the Board of directors, supervise project processes and vendors as assigned by the Board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the District.
- Coordinate the administration of the District's Rules and Regulations as requested by the Board.
- At the direction of District legal counsel, coordinate election processes for the District. CLA will not serve as the Designated Election Official ("DEO");

Accounts Payable Services to be Provided:

- Coordinate review and approval of invoices with District Accountant and Board to ensure timely payment to vendors.

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 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 2022-2023 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

Principals	\$300 – \$425
Public managers	\$190 - \$265
Assistant public managers	\$145 - \$175
Public management analysts	\$135 - \$155
District administrators	\$135 - \$165
Records retention professionals	\$110 - \$140

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.

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



Denise Denslow
Principal
Denise.Denslow@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

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 METROPOLITAN DISTRICT NO. 2 ("you" and "your"). 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, CPA 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 the Board of Directors.
 - 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
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- 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 non-attest 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. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. 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 on the Application for Exemption from Audit (if an audit is not required), we will not issue report on 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 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 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 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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.

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

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 Payroll 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 METROPOLITAN DISTRICT NO. 2 ("you" and "your"). 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 information needed for the 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
 - 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 your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

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 board of directors of the district 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 deficiencies in your internal control as part of this engagement but will promptly report them to the board of directors of the district if identified. You agree that we shall not be responsible for any misstatements in your 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.

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.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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 you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which you 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 your 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 you to us in confidence and CLA will not disclose it to any other person or party, unless you authorizes us to do so, it is published or released by you, 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 your 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

You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. You also agree to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by you to any governmental or regulatory body, or for any insurance reimbursement in the event that you is requested to do so by any lawful authority. Except as outlined in this SOW, 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

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Special Districts Public Administration 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 METROPOLITAN DISTRICT NO. 2 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Denise Denslow 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 Public Management Services

CLA will perform the following services for the District:

District Board of Directors ("Board") Meetings

- Coordination of Board meetings
- Meeting Attendance: District Manager and/or designee will attend Board meetings
- Preparation and distribution of agenda and informational materials as requested by the District
- Drafting of meeting minutes as assigned for approval by the Board of Directors.
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory-of persons and organizations for correspondence
- Repository of 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 services
- Website administration. CLA will oversee maintenance of the District's website as needed or requested by the District
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the District.

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications..
- Coordination of insurance policy renewals and updates for approval by the district's board of directors.
- In collaboration with District counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district.
- At the direction of the Board of directors, supervise project processes and vendors as assigned by the Board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the District.
- Coordinate the administration of the District's Rules and Regulations as requested by the Board.
- At the direction of District legal counsel, coordinate election processes for the District. CLA will not serve as the Designated Election Official ("DEO");

Accounts Payable Services to be Provided:

- Coordinate review and approval of invoices with District Accountant and Board to ensure timely payment to vendors.

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 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 2022-2023 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

Principals	\$300 – \$425
Public managers	\$190 - \$265
Assistant public managers	\$145 - \$175
Public management analysts	\$135 - \$155
District administrators	\$135 - \$165
Records retention professionals	\$110 - \$140

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.

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



Denise Denslow
Principal
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APPROVED:

Signature

Title

Date