

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD (“CAB”)**

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

<https://theaurorahighlands.specialdistrict.net/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2025/May 2025
Carla Ferreira (AACMD Rep.)	Vice President	2025/May 2025
Michael Sheldon (TAH 1–3 & 6 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **November 3, 2022**
TIME: **3:00 P.M.**
PLACE: **Construction Trailer (formerly Information Center)
3900 E. 470 Beltway
Aurora, CO 80019**

THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS CAB 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:

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

Meeting ID: 854 2133 7424
Passcode: 545615
One tap mobile
1-719-359-4580,*545615#

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.

- C. Public Comment. Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

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

- None.

III. FINANCIAL MATTERS

- A. Update regarding 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**”).
- B. Discuss 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. FIRST READING (2022B BONDS)

- a. Discuss Resolution which, if adopted on Second Reading at a subsequent Board meeting, would: authorize the issuance of the CAB’s 2022B Bonds for the purpose of financing certain public improvements serving occupants, property owners and taxpayers within the CAB’s service area and paying the costs incidental to the issuance of the 2022B Bonds; approving forms of an indenture of trust, bond purchase agreement, continuing disclosure agreement, and other related financing documents and instruments; authorizing the execution and delivery thereof and performance by the CAB thereunder; appointing a CAB Representative to act on behalf of the CAB under such indenture of trust; appointing an Authorized Delegate to make certain determinations relating to the 2022B Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; establishing the effective date thereof; and repealing prior inconsistent actions (“**2022B Bond Resolution**”) (enclosure).
- b. Consider approval, at this First Reading, of placement of consideration of adoption of the proposed 2022B Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2022B Bond Resolution on November 17, 2022 at

1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway,
 Aurora, CO 80019 and via Zoom.

IV. LEGAL MATTERS

- A. Discuss and consider approval of the 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, ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (enclosure).
1. Discuss and consider adoption of a Resolution of the Board of Directors of the CAB 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 District, ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (enclosure).
- B. Consider approval of Termination of Intergovernmental Agreement Regarding Sharing of Tax Revenue and Services by and between the CAB and First Creek Ranch Metropolitan District, n/ka The Aurora Highlands Metropolitan District No. 6 (enclosure).

V. OTHER BUSINESS

- A. Other.

VI. BOARD MEMBER MATTERS

- A. Update regarding status of public art installation.

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 17, 2022.

CERTIFIED RECORD
OF
PROCEEDINGS OF
THE BOARD OF DIRECTORS
OF
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Relating to a Resolution authorizing the issuance of:

**Subordinate Special Tax Revenue Bonds
Series 2022B (or Series 2023B, as applicable)**

Considered on First Reading
at a Regular Meeting Held on November 3, 2022

Considered on Second Reading
at a Regular Meeting Held on November 17, 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) ss.
CITY OF AURORA)
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD)

For purposes of considering the following resolution (“Resolution”) on first reading, the Board of Directors (the “Board”) of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (the “Authority”), met at a regular meeting on Thursday, the 3rd day of November 2022, at 3:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via video enabled web conference.* For purposes of considering the Resolution on second reading, the Board of the Authority met at a regular meeting on Thursday, the 17th day of November 2022 at 3:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via video enabled web conference.**

At the November 3, 2022 meeting, the following members of the Board were present in person or via video enabled web conference, constituting a quorum:

Matt Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer/Assistant Secretary
Cynthia Shearon	Assistant Secretary
Deanna Hopper	Assistant Secretary
Kathleen Sheldon	Assistant Secretary
Vacancy	

Also present at the November 3, 2022 meeting:

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

The Secretary reported that, prior to the November 3, 2022 meeting, each of the members of the Board had been notified of the date, time and place of such meeting and the purpose for which such meeting was called, and notice of the meeting was duly given and posted as required by law and, with respect to the November 17, 2022 meeting, was published in accordance with the CABEA, a copy of such notice being included herein. Thereupon there was introduced the following resolution:

* Join Zoom Meeting:
<https://us02web.zoom.us/j/85421337424?pwd=Uk01M0h1bk9vd0g2ampvUkZpenRRQT09>
Meeting ID: 854 2133 7424
Passcode: 545615
One tap mobile
1-719-359-4580, #545615#

** Join Zoom Meeting

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (THE “AUTHORITY”) OF ITS SUBORDINATE SPECIAL TAX REVENUE BONDS, SERIES 2022 (OR SERIES 2023, AS APPLICABLE), IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF UP TO \$100,000,000 FOR THE PURPOSE OF FINANCING PUBLIC IMPROVEMENTS SERVING OCCUPANTS, PROPERTY OWNERS AND TAXPAYERS WITHIN THE AUTHORITY’S SERVICE AREA; APPROVING FORMS OF AN INDENTURE OF TRUST, ATEC NO. 1 REVENUE PLEDGE AGREEMENT AND OTHER RELATED DOCUMENTS AND INSTRUMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE FOREGOING AND PERFORMANCE BY THE AUTHORITY THEREUNDER; APPOINTING AN AUTHORITY REPRESENTATIVE TO ACT ON BEHALF OF THE AUTHORITY UNDER THE INDENTURE OF TRUST; APPOINTING AN AUTHORIZED DELEGATE TO MAKE CERTAIN DETERMINATIONS RELATING TO THE BONDS AS AUTHORIZED UNDER SECTION 11-57-205, C.R.S.; AUTHORIZING INCIDENTAL ACTION; RATIFYING PRIOR ACTION; REPEALING PRIOR INCONSISTENT ACTION; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

Capitalized terms used and not otherwise defined in the recitals below have the respective meanings set forth in Section 1 of this Resolution or in the Indenture (as defined in Section 1 hereof).

WHEREAS, The Aurora Highlands Community Authority Board (the “Authority”) is a public corporation and political subdivision of the State, duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, 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”); ATEC Metropolitan District No. 1 (“ATEC No. 1”) 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, the 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, ATEC No. 1 was organized by Order and Decree of the District for Adams County, Colorado issued on November 14, 2019 and recorded in the real property records 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 was amended and restated on February 28, 2022 pursuant to City Ordinance effective on April 23, 2022 (as so amended and restated and more particularly defined in Section 1 hereof, the “Service Plan”); and

WHEREAS, ATEC No. 1 is 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, at a special election of the eligible electors of the ATEC No. 1, duly called and held on Tuesday, November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 1 Election”), a majority of those qualified to vote and voting at the ATEC No. 1 Election voted in favor of, *inter alia*, the issuance of ATEC No. 1 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the ATEC No. 1 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 City Council of the City of Aurora, being the governing body of the municipality that adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., and such results were filed by ATEC No. 1 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, 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 Service Area known as the Aurora Tech Center (the “Aurora Tech Center Development”) and certain Regional Transportation System Improvements (defined below) (collectively, and as more particularly defined in the Indenture (defined in Section 1 hereof), the “Public Improvements”); and

WHEREAS, the Authority has entered into an Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction, dated November 24, 2021 (the “ARTA IGA”, with the Aerotropolis Regional Transportation Authority (as more particularly defined in Section 1 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, 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, the Board has determined and hereby determines that it is in the best interests of the Authority, ATEC No. 1, their respective taxpayers, occupants and the public, that the Authority finance the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Tech Center Development, in furtherance of effectuating the Long Term Capital Improvements Plan (as more particularly defined in the Indenture, the “Project”); and

WHEREAS, the Board has determined and hereby determines that the Authority shall issue its Subordinate Special Tax Revenue Bonds, Series 2022B (or Series 2023B, as applicable), in the maximum aggregate principal amount of up to \$100,000,000 (the “Bonds”) for the purposes of financing costs of the Project; and

WHEREAS, the Board has also determined that the Authority shall issue its Special Tax Revenue Capital Appreciation Bonds, Series 2022A, in the aggregate Original Principal Amount of \$[102,541,462] (the “Series 2022A Senior Bonds”) for the purposes of financing costs of the Project, and the Series 2022A Senior Bonds shall be issued pursuant to separate Indenture of Trust (Senior) dated as of the date of issuance thereof (the “Series 2022A Senior Bond Indenture”); and

WHEREAS, for the purpose of producing revenue and pledging such revenue to the Authority, ATEC No. 1 and the Authority are, prior to or concurrently upon issuance of the Bonds and the Serie 2022A Senior Bonds, entering into ATEC No. 1 Revenue Pledge Agreement pursuant to which ATEC No. 1 is to impose ad valorem property taxes and pledge the revenue derived therefrom to the Authority, subject to the terms and conditions of such agreement; and

WHEREAS, the revenue pledged to the Authority under the ATEC No. 1 Revenue Pledge Agreement is to be used by the Authority in the manner, for the purposes, at the times and in the

amounts as determined by the Authority, in its sole discretion, subject, however, to applicable law and the provisions of the CABEA; and

WHEREAS, the ATEC No. 1 Revenue Pledge Agreement contemplates the issuance by the Authority of CAB Obligations; and

WHEREAS, the Bonds will constitute CAB Obligations within the meaning of the ATEC No. 1 Revenue Pledge Agreement, and the Board has determined and hereby determines to use certain revenue received by the Authority under the ATEC No. 1 Revenue Pledge Agreement to secure and pay the Bonds, as more particularly provided in the Indenture; and

WHEREAS, the Bonds shall be subordinate special tax revenue obligations of the Authority, payable solely from and to the extent of the revenue pledged thereto pursuant to the Indenture; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the CABEA, the Act, and all other laws thereunto enabling; and

WHEREAS, the Bonds shall be issued in denominations of \$500,000 each, and in integral multiples above \$500,000 of not less than \$1,000 each; and

WHEREAS, pursuant to Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the Board of Directors of the Authority (the "Directors") were disclosed to the Colorado Secretary of State and to the 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 Board members have made disclosure of their personal and private interests relating to the Bonds and the ATEC No. 1 Revenue Pledge Agreement in writing to the Secretary of State and the Board; finally, the Board members having such interests have stated for the record immediately prior to consideration of this Resolution on first reading and the adoption of this Resolution on second reading the fact that they have such interests and the summary nature of such interests and the participation of those Board members is necessary to obtain a quorum or otherwise enable the Board to act; and

WHEREAS, at or prior to this meeting, the Board has been presented with substantially final forms of the Financing Documents; 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 authority organized or acting pursuant to the Act, such as the Authority) to securities issued by such public entity (such as the Bonds) if the issuing authority (being the Board, 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 (being this Resolution) to so apply all or any provisions of the Supplemental Public Securities Act to the issuance of such securities; and

WHEREAS, accordingly, the Board has elected and hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the issuance of the Bonds; and

WHEREAS, the Board has the authority, as provided in the Supplemental Public Securities Act, to delegate to one or more officers of the Authority the authority to determine certain provisions of the Bonds in accordance with the provisions of this Resolution; and

WHEREAS, the Board desires to authorize the issuance and delivery of the Bonds; to delegate the authority to the Authorized Delegate pursuant to Section 11-57-205(1), C.R.S., to make certain determinations regarding the Bonds as more specifically set forth herein, subject to the limitations set forth herein; to authorize the execution and delivery of the Financing Documents and the performance by the Authority thereunder; and to authorize 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 THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO:

Section 1. Definitions. The following capitalized terms shall have the respective meanings set forth below in this Section 1. Unless the context clearly indicates otherwise or as otherwise defined herein, capitalized terms used in this Resolution (including the recitals hereof) and not otherwise defined herein shall have the respective meanings ascribed thereto by the Indenture (defined below).

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

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

“*ATEC No. 1 Election*” means the special election of the eligible electors of ATEC No. 1 held on November 5, 2019.

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

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

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

“*Authority Accountant*” means (a) as of the date hereof, CliftonLarsonAllen LLP, Greenwood Village, Colorado, and (b) as of any other date, the firm or individual then serving as the accountant for the Authority.

“*Authority Representative*” means the person or persons designated to act on behalf of the Authority by this Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority

by its President and attested by an Assistant Secretary, and any alternate or alternates designated as such therein.

“*Authorized Delegate*” means the person or persons appointed as such pursuant to the provisions of Section 4(a) of this Resolution, including any alternate thereof.

“*Board*” means the Board of Directors of the Authority.

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

“*Bond Purchase Agreement*” means the agreement between the Authority and the Underwriter relating to the purchase and sale of the Bonds.

“*Bonds*” means the Subordinate Special Tax Revenue Bonds, Series 2022B (or Series 2023B, as applicable), in the aggregate principal amount of up to \$100,000,000, issued by the Authority pursuant to this Resolution and the Indenture.

“*CAB Districts*” means, collectively, District No. 1, District No. 2, District No. 3, District No. 6, ATEC No. 1, ATEC No. 2 and the Coordinating District.

“*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 amended from time to time.

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

“*Code*” means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended and in effect as of the date of issuance of the Bonds.

“*Colorado Constitution*” means the Constitution of the State of Colorado.

“*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 and supplemented as of the date hereof.

“*Delegated Determinations*” has the meaning set forth in Section 4(a) hereof.

“*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.

“*Financing Documents*” means, collectively, this Resolution, the Bonds, the Indenture, the ATEC No. 1 Revenue Pledge Agreement, the Bond Purchase Agreement and the Letter of Representations.

“*Indenture*” means the Indenture of Trust (Subordinate) dated as of the date of issuance of the Bonds between the Authority and the Trustee, pursuant to which the Bonds are being issued.

“*Letter of Representations*” means the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC, in order for DTC to serve as securities depository for the Bonds.

“*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.

“*Project*” has the meaning assigned to such term in the Indenture.

“*Public Improvements*” has the meaning assigned to such term in the Indenture.

“*Resolution*” means this Resolution which authorizes, among other things, the Authority to issue the Bonds and to execute, deliver and perform its obligations under the Financing Documents.

“*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, approved by the City of Aurora, Colorado on August 6, 2018, as the same may be amended from time to time.

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

“*Tax Compliance Certificate*” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code with respect to the Bonds.

“*Trustee*” means and Zions Bancorporation, National Association, having an office and corporate trust offices in Salt Lake City, Utah, its successors and assigns, in its capacity as the trustee under the Indenture.

“*Underwriter*” means Piper Sandler & Co., Denver, Colorado.

Section 2. Approval and Authorization to Issue Bonds; Approval and Authorization of Financing Documents. The Authority is hereby authorized and directed to issue the Bonds in accordance with the terms set forth herein and in the Indenture. The Financing

Documents are incorporated herein by reference and are hereby approved. The Authority shall enter into and perform its obligations under the Financing 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 or Vice President of the Authority are each hereby authorized and directed to execute and deliver the Financing Documents and the Assistant Secretaries of the Authority are each hereby authorized and directed to attest the Financing Documents and to affix the seal of the Authority thereto, and each of the President, Vice President, Treasurer and Assistant Secretaries of the Authority are further authorized to execute, deliver and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to effect the transactions contemplated under the Financing Documents. The Financing Documents are to be executed in substantially the forms 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 of this Resolution and the action taken by the Board at this meeting. To the extent any Financing Document has been executed prior to the date hereof, then said execution is hereby ratified and affirmed. Copies of all of Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution of the Financing Documents, the covenants, agreements, recitals, and representations of the Authority 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 Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds 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 instrument by the President, Vice President, Treasurer, any Assistant Secretary or other appropriate officer of the Authority in connection with the issuance, sale, delivery or administration of the Bonds and consummation of the transactions contemplated by the Financing Documents not inconsistent herewith shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

Section 3. Delegation of Authority.

(a) The Board hereby delegates [Matthew Hopper], the [President] of the Authority, as the Authorized Delegate. Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to the Authorized Delegate, for a period of one year following adoption of this Resolution, the authority to approve, execute and deliver the Bond Purchase Agreement and to make the following determinations with respect to the Bonds, subject to the parameters and restrictions set forth below in Section 4(b) below (the “Delegated Determinations”).

- (i) the structure of the Bonds;
- (ii) the rate or rates of interest and/or accretion on the Bonds;

- (iii) the terms and conditions on which and the prices at which the Bonds may be optionally redeemed prior to maturity;
- (iv) the price or prices at which the Bonds will be sold;
- (v) the original aggregate principal amount of the Bonds at issuance and the accreted value thereof at conversion to current interest obligations, if applicable;
- (vi) the amount of Bond principal subject to mandatory sinking fund redemption in any particular year;
- (vii) the amount of principal of the Bonds maturing in any particular year; and
- (viii) the existence and amounts of surplus funds, reserve funds and similar funds, if any, and the amount thereof to be funded with Bond proceeds.

(b) The authority of the Authorized Delegate to make the Delegated Determinations is subject to the following parameters and restrictions:

- (i) the interest rate on the Bonds shall not exceed a fair market interest rate for tax-exempt obligations of the nature and kind as the Bonds;
- (ii) no redemption premium to be paid in connection with any optional redemption of the Bonds prior to maturity shall exceed any limitation imposed by the Act or the CABEA; and
- (iii) the original aggregate principal amount of the Bonds at issuance shall not exceed \$100,000,000.

Section 4. 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) The Board hereby determines that the execution and delivery of the ATEC No. 1 Revenue Pledge Agreement and the performance by the District of its obligations thereunder are in the best interests of the Authority and the occupants, property owners and taxpayers within the Service Area of the Authority. The Board hereby declares that the ATEC No. 1 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.

(b) The Board finds that the issuance of the Bonds benefits and is in the best interests of the occupants, property owners and taxpayers in the Authority's Service Area.

(c) For the purpose of financing the Project, the Board hereby determines to issue, in one or more series, its Subordinate Special Tax Revenue Bonds, Series 2022B (or Series 2023B, as applicable).

(d) The Bonds constitute “CAB Obligations” within the meaning of the ATEC No. 1 Revenue Pledge Agreement.

(e) The Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds.

Section 5. Authorization. In accordance with the Colorado Constitution; the Act; the Supplemental Public Securities Act; and all other laws of the State of Colorado thereunto enabling, the Authority shall issue the Bonds for the purposes of financing the Project.

Section 6. Permitted Amendments to Resolution. Except as otherwise provided herein, the Authority 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 Indenture as provided therein.

Section 7. Authorization to Execute Other Documents and Instruments. The President, Vice President, Treasurer and Assistant Secretaries of the Authority shall, and they are each 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 and delivery of the Tax Compliance Certificate, a Form IRS 8038-G and any other documents relating to the exemption from taxation of interest to accrue on the Bonds; the execution of documents and certificates necessary or desirable to effectuate the entering into of the Financing Documents, the consummation of the transactions contemplated thereunder and the performance by the Authority of its obligations thereunder; and such other certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel, the Underwriter, or general counsel to the Authority. The execution by the President, Vice President, Treasurer or any Assistant Secretary of any document not inconsistent herewith shall be conclusive proof of the approval by the Authority of the terms thereof.

Section 8. Costs and Expenses. All costs and expenses incurred in connection with the issuance, payment and administration of the Bonds shall be paid from the proceeds of the Series 2022A Senior Bonds, legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 9. Act of Issuance. The adoption of this Resolution constitutes an “act of issuance” within the meaning of Section 11-57-205, C.R.S.

Section 10. Pledge. The creation, perfection, enforcement, and priority of the pledge of revenues to secure the payment of the principal of, premium, if any, and interest on the Bonds shall be governed by Section 11-57-208 of the Supplemental Public Securities Act, the Indenture, and this Resolution. The amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority set forth in the Indenture, but not necessarily exclusive such lien. 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 Authority irrespective of whether such persons have notice of such lien.

Section 11. 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 Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of, premium, if any, or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of a Bond, each purchaser or transferee thereof specifically waives any such recourse.

Section 12. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that the Bonds are issued pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after delivery for value.

Section 13. 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 legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of such securities.

Section 14. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers and agents of the Authority and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization and issuance of the Bonds, or the execution and delivery of any documents in connection therewith, are hereby ratified, approved, and affirmed.

Section 15. Delegated Determinations. The Authority is hereby authorized and directed to incorporate or cause to be incorporated the Delegated Determinations into the Indenture, the other Financing Documents, and any other appropriate document.

Section 16. Resolution Irrepealable. After the issuance of the Bonds, this Resolution shall be and remain irrepealable until such time as the Bonds shall have been fully discharged pursuant to the terms thereof and of the Indenture.

Section 17. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 18. 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 19. Effective Date. This Resolution shall take effect immediately upon its adoption and approval on second reading.

[End of Bond Resolution; Signatures Appear on Following Page]

THIS RESOLUTION WAS CONSIDERED ON FIRST READING at a regular meeting duly noticed and held on the 3rd day of November 2022 and was **CONSIDERED ON SECOND READING** at a regular meeting of the Authority duly noticed and held on the 17th day of November 2022, [and following the second reading hereof, this Resolution was approved and adopted by the Board of Directors of The Aurora Highlands Community Authority Board].

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

[SEAL]

By _____
Matthew Hopper, President

ATTEST:

By _____
Secretary or Assistant Secretary

[Signature Page to Bond Resolution of Authority]

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 declared the Resolution duly adopted and directed the Secretary or any Assistant Secretary to duly and properly enter the foregoing proceedings and resolution upon the minutes of the Board.

Thereupon, after consideration of other business before the Board, the meeting was adjourned.

STATE OF COLORADO)
 COUNTY OF ADAMS, CITY OF AURORA) ss.
 THE AURORA HIGHLANDS)
 COMMUNITY AUTHORITY BOARD)

I, _____, being an Assistant Secretary of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (“the Authority”), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 12 inclusive, constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of the Authority (the “Board”) relating to a resolution authorizing the Authority to issue its Subordinate Special Tax Revenue Bonds, Series 2022B (or Series 2023B, as applicable), and addressing related matters (the “Resolution”), which Resolution was considered on *first reading* at a regular meeting of the Board held on Thursday, the 3rd day of November 2022 at 3:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via video enabled web conference.* For purposes of considering the Resolution on *second reading*, the Board of the Authority met at a regular meeting held on Thursday, the 17th day of November 2022 at 3:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via video enabled web conference.** The Resolution was recorded in the official records of the Authority; the proceedings were duly had and taken; the meeting was duly held; and the persons therein named were present at said meeting and voted as shown therein; and notices of the meetings, in the form herein set forth at page (i), were posted in accordance with law and the CABEA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority, this ___ day of _____ 2022.

 Assistant Secretary

SEAL

[Certification Page to Bond Resolution]

* Join Zoom Meeting:
<https://us02web.zoom.us/j/85421337424?pwd=Uk01M0h1bk9vd0g2ampvUkZpenRRQT09>
 Meeting ID: 854 2133 7424
 Passcode: 545615
 One tap mobile
 1-719-359-4580, #545615#
 ** Join Zoom Meeting

**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: _____

TABLE OF CONTENTS

ARTICLE I : GENERAL PROVISIONS	6
1.1 Interpretation.	6
1.2 Effective Date and Term.	6
1.3 Purpose and Scope of CABEA.	6
1.4 Addition of Members.	7
1.5 Inactive Status and Return to Active Status.	7
1.6 Incorporation of Recitals.	7
ARTICLE II : DEFINITIONS	7
2.1 Definitions.	7
ARTICLE III : ESTABLISHMENT OF AUTHORITY	15
3.1 Establishment of Authority.....	15
3.2 Service Area.	15
3.3 Purpose.	15
3.4 Governing.	15
3.5 Quorum.....	18
3.6 Powers.	19
ARTICLE IV : ADMINISTRATIVE SERVICES.....	20
4.1 Administrative Services.	20
ARTICLE V : FINANCING OF PUBLIC IMPROVEMENTS AND THE REGIONAL TRANSPORTATION SYSTEM.....	22
5.1 Electoral Approval.	22
5.2 Bond Issuance, Debt, or Multiple-Fiscal Year Financial Obligation Incurrence. .	22
5.3 Financial Obligations.	23
5.4 Funding Account.....	24
5.5 Disbursement of Funds.....	25

5.6	Interest on Bonds.	25
5.7	Pledge of Payment.	25
5.8	Effectuation of Pledge; Appropriation; Regulatory Amendment.	26
5.9	CAB Reliance; Funding Obligations Pending Dispute Resolution.	26
5.10	Parameters for Bond Issuance.	27
ARTICLE VI : CONSTRUCTION OF PUBLIC IMPROVEMENTS		27
6.1	Construction and Acquisition of Public Improvements.	27
6.2	Diligence.	27
6.3	Public Improvements Process.....	27
6.4	Governmental Requirements.	28
ARTICLE VII : OWNERSHIP AND DEDICATION OF PUBLIC IMPROVEMENTS; OPERATIONS AND MAINTENANCE SERVICES.....		28
7.1	Ownership of Public Improvements.	28
7.2	Transfer of Public Improvements.	28
7.3	Ownership of the Regional Transportation System.	29
7.4	Operations and Maintenance Services.	29
7.5	CAB Manager.....	30
ARTICLE VIII : BUDGET PROCESS.....		30
8.1	Adoption.....	30
8.2	Annual Appropriation.	30
8.3	Final Budget.	30
ARTICLE IX : COVENANT ENFORCEMENT AND ARCHITECTURAL REVIEW		31
9.1	TAH Master Declaration Delegation to CAB.	31
9.2	Covenant Enforcement Area and Revenue.....	32
9.3	Records and Reports.	32
9.4	Costs.....	32

9.5	Appellate Body.....	32
9.6	Other Committees.....	32
9.7	Termination of Covenant Enforcement Services and Transition of Responsibilities.	33
ARTICLE X : SPECIAL PROVISIONS		33
10.1	Rights of the CAB.....	33
10.2	Right to Provide Public Improvements and Services.....	34
10.3	Consolidation of CAB Districts.....	34
10.4	Dissolution of CAB.....	34
ARTICLE XI : REPRESENTATIONS AND WARRANTIES		34
11.1	General Representations.....	34
ARTICLE XII : DEFAULTS, REMEDIES, AND ENFORCEMENT		35
12.1	Events of Default.....	35
12.2	Remedies on Occurrence of Events of Default.....	35
12.3	General.....	36
ARTICLE XIII : INSURANCE.....		36
13.1	CAB Insurance.....	36
13.2	CAB District Insurance.....	36
13.3	Workers' Compensation.....	36
13.4	Certificates.....	36
ARTICLE XIV : EMPLOYMENT OF ILLEGAL ALIENS		37
14.1	Addendum regarding Employment of Illegal Aliens.....	37
ARTICLE XV : MISCELLANEOUS		37
15.1	Relationship of Parties.....	37
15.2	Third-Party Beneficiaries.....	37
15.3	Assignment; Delegation.....	37

15.4	Modification.	37
15.5	Governing Law.	37
15.6	Heading for Convenience Only.	37
15.7	Counterparts.....	38
15.8	Time is of the Essence.....	38
15.9	Notices.....	38
15.10	District Records.	38
15.11	Further Assurances.....	38
15.12	Severability of Provisions.	38
15.13	Cooperation Between the CAB Districts.	38
15.14	Entire Agreement.	39
15.15	Non-liability of CAB Directors, Members, and Employees.	39

**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 , 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]

RESOLUTION NO. 2022-11-_____

**RESOLUTION OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
ADDING THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5**

A. The Aurora Highlands Community Authority Board (the “CAB”) is a political subdivision and public corporation of the State of Colorado, established November 21, 2019 pursuant to Sections 29-1-203 and -203.5, C.R.S., and with the powers and authority of the Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement dated April 27, 2022 (the “CABEA”), by and between Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, and 6, and ATEC Metropolitan District Nos. 1 and 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “CAB Districts”).

B. 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.

C. The Aurora Highlands Metropolitan District Nos. 4 and 5 (“TAH Nos. 4 and 5”) were duly organized pursuant to Order and Decree of the District Court of the County of Adams, State of Colorado on _____.

D. Pursuant to Ordinance No. 2022-06 of the City Council of the City of Aurora, Colorado (the “City”), the City has approved the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5 and 6 (the “Consolidated Service Plan”).

E. The Consolidated Service Plan contemplates the coordinated development of The Aurora Highlands, including through cooperation in the financing, operation, and maintenance of public improvements for the benefit of the CAB Districts and their taxpayers and users.

F. 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.

G. By Resolution of the Board of Directors of TAH No. 4, unanimously adopted on _____, 2022, TAH No. 4 has requested to be added to the CAB as a CAB District.

H. By Resolution of the Board of Directors of TAH No. 5, unanimously adopted on _____, 2022, TAH No. 4 has requested to be added to the CAB as a CAB District.

I. In order to effectuate the addition of TAH Nos. 4 and 5 into the, the Board of Directors of the CAB desires to adopt the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement (attached hereto as **Exhibit A**, the “**3rd A/R CABEA**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, COUNTY OF ADAMS, STATE OF COLORADO, AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a substantive part of this Resolution.

2. **Addition to CAB.** The Board of Directors of The Aurora Highlands Community Authority Board hereby determines that it is in the best interests of the CAB and the CAB Districts, their property owners and users for TAH Nos. 4 and 5 to be added to the CAB and consents to the TAH Nos. 4 and 5’s request to be added to the CAB.

3. **Authorizing Actions.** The Board of Directors hereby acknowledges the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement and directs the officers and consultants of the CAB to take all actions necessary to execute the duties, rights, and obligations of the CAB as provided in the 3rd A/R CABEA.

4. **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.

5. **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.

THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD

By: _____
Matt Hopper, President

Attest:

Secretary/Asst. Sec.

**TERMINATION OF INTERGOVERNMENTAL AGREEMENT
REGARDING SHARING OF TAX REVENUE AND SERVICES**

THIS TERMINATION OF INTERGOVERNMENTAL AGREEMENT REGARDING SHARING OF TAX REVENUE AND SERVICES (this “**Termination Agreement**”) is made and entered into this 3rd day of November 2022, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”), and **THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6 f/k/a FIRST CREEK RANCH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The Authority and the District may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

A. The Authority and the District are parties to that certain Intergovernmental Agreement Regarding Sharing of Tax Revenue and Services dated and effective January 1, 2021 (the “**Agreement**”).

B. On April 27, 2022, the District joined The Aurora Highlands Community Authority Board (the “**CAB**”) by the execution of the Second Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement (the “**CABEA**”).

C. Pursuant to the CABEA, the CAB is organized to facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of public improvements and to provide for certain services within the combined service area of the CAB Districts (as defined in the CABEA), including the District, and the CAB Districts are required to remit revenues to the CAB to fund Actual Capital Costs and Actual Operations and Maintenance Costs (as defined in the CABEA) incurred by the CAB.

D. Because the purpose and intent of the Agreement has been incorporated into the CABEA, the Parties agree that the Agreement is no longer necessary and, therefore, desire to terminate the Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Termination. The Parties agree that the Agreement is terminated and is of no further force or effect, as April 27, 2022.

2. Representations. Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the Agreement.

3. Release. The Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen under or have been contemplated by the Agreement. Each Party agrees not to make any claim against the other Party with respect to the Agreement or

the performance or non-performance of any covenant or condition contained within or contemplated by the Agreement.

4. Binding Effect. This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**, a political subdivision and
public corporation of the State of Colorado

By: _____
Matt Hopper, President

Attest:

Secretary

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT No. 6 f/k/a FIRST
CREEK RANCH METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary