

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2027/May 2027
Blake Amen	Treasurer	2027/May 2027
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2025
Paige Langley	Assistant Secretary	2025/May 2025
David Solin	Secretary	

DATE: Monday, April 22, 2024

TIME: 1:00 p.m.

PLACE: VIA Zoom

Join Zoom Meeting:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of meeting and posting of meeting notices.

C. Review and approve Minutes of the February 26, 2024 Regular Meeting (enclosures).

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes.

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims (**DHP**) (enclosures).

- B. Review and accept the schedule of cash position (**DHP, CIC No. 13, CIC No. 14**) (enclosure).

IV. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 20, prepared by Schedio Group LLC (to be distributed) (**DHP, CIC No. 13, CIC No. 14**).

- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).

- C. Consider approval, ratification or acknowledgment (as appropriate) of reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).

- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).

V. OPERATIONS AND MAINTENANCE

- A. _____

VI. LEGAL MATTERS

- A. Review and consider approval of Facilities Acquisition and Reimbursement Agreement by and between Colorado International Center Metropolitan District No. 14, ACM High Point VI LLC, and DIA 66th & Argonne Development, LLC (enclosure) (**CIC No. 14**).
-

- B. Discuss and acknowledge Agreement and Assignment Regarding Metropolitan District Payments by and between ACM High Point VI LLC, and DIA 66th & Argonne Development, LLC (enclosure) (**CIC No. 14**).
-

VII. OTHER BUSINESS

- A. _____

- VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 27, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD FEBRUARY 26, 2024

A Regular Meeting of the Board of Directors (the “Board”) of the Denver High Point at DIA Metropolitan District (the “District”) was convened on Monday, February 26, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Theodore Laudick
Blake Amen
Megan Waldschmidt

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Andrew Klein was excused, and Director Amen was appointed as acting President for this meeting.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Paige Langley; Westside Investment Partners, Inc. (Board Candidate)

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the January 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the January 22, 2024 Regular Meeting.

Appointment of Director: The Board considered the appointment of qualified individual Paige Langley to the Board of Directors. It was noted that a Notice of Vacancy was published on January 18, 2024, and that no letters of interest from other qualified individuals were received within 10 days following such publication.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen, upon vote, unanimously carried, the Board appointed Paige Langley to the Board of Directors, such appointment to be effective at the end of the meeting.

Appointment of Officers: Upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed, effective at the end of the meeting:

President	Andrew Klein
Treasurer	Blake Amen
Secretary	David Solin
Assistant Secretary	Paige Langley
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

**PUBLIC
COMMENTS**

There were no public comments.

**FINANCIAL
MATTERS**

Claims: Ms. Ross reviewed with the Board the payment of claims for the period beginning January 19, 2024, through February 20, 2024, in the amount of \$27,923.15.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the Board ratified approval of the payment of claims for the period beginning January 19, 2024, through February 20, 2024, in the amount of \$27,923.15.

Schedule of Cash Position: Ms. Ross reviewed with the Board the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Laudick and, upon vote, unanimously carried, the Board accepted the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 20: The Board deferred action.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20: The Board deferred action.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS

There were no legal matters.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD FEBRUARY 26, 2024

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 13 (the “District”) was convened on Monday, February 26, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Theodore Laudick
Blake Amen
Megan Waldschmidt

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Andrew Klein was excused, and Director Amen was appointed as acting President for this meeting.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Paige Langley; Westside Investment Partners, Inc. (Board Candidate)

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved.

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the January 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the January 22, 2024 Regular Meeting.

Appointment of Director: The Board considered the appointment of qualified individual Paige Langley to the Board of Directors. It was noted that a Notice of Vacancy was published on January 18, 2024, and that no letters of interest from other qualified individuals were received within 10 days following such publication.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen, upon vote, unanimously carried, the Board appointed Paige Langley to the Board of Directors, such appointment to be effective at the end of the meeting.

Appointment of Officers: Upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed, effective at the end of the meeting:

President	Andrew Klein
Treasurer	Blake Amen
Secretary	David Solin
Assistant Secretary	Paige Langley
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

**PUBLIC
COMMENTS**

There were no public comments.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Schedule of Cash Position: Ms. Ross reviewed with the Board the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Laudick and, upon vote, unanimously carried, the Board accepted the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 20: The Board deferred action.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20: The Board deferred action.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS There were no legal matters.

OTHER BUSINESS There was no other business.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

RECORD OF PROCEEDINGS

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT
NO. 14
HELD
FEBRUARY 26, 2024**

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 14 (the “District”) was convened on Monday, February 26, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Theodore Laudick
Blake Amen
Megan Waldschmidt

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the absence of Director Andrew Klein was excused, and Director Amen was appointed as acting President for this meeting.

Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Paige Langley; Westside Investment Partners, Inc. (Board Candidate)

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved.

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Minutes: The Board reviewed the Minutes of the January 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Minutes of the January 22, 2024 Regular Meeting.

Appointment of Director: The Board considered the appointment of qualified individual Paige Langley to the Board of Directors. It was noted that a Notice of Vacancy was published on January 18, 2024, and that no letters of interest from other qualified individuals were received within 10 days following such publication.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Amen, upon vote, unanimously carried, the Board appointed Paige Langley to the Board of Directors, such appointment to be effective at the end of the meeting.

Appointment of Officers: Upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed, effective at the end of the meeting:

President	Andrew Klein
Treasurer	Blake Amen
Secretary	David Solin
Assistant Secretary	Paige Langley
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

**PUBLIC
COMMENTS**

There were no public comments.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Schedule of Cash Position: Ms. Ross reviewed with the Board the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Laudick and, upon vote, unanimously carried, the Board accepted the schedule of cash position for the period ending December 31, 2023, updated as of February 20, 2024.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: There was no report available at this time.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 20: The Board deferred action.

Reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20: The Board deferred action.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20: The Board deferred action.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS There were no legal matters.

OTHER BUSINESS There was no other business.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Waldschmidt, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

RECORD OF PROCEEDINGS

Respectfully submitted,

By: _____
Secretary for the Meeting

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

Payment of Claims Report

For the Period Beginning January 19, 2024 and Ending February 20, 2024

<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Date Paid</u>	<u>Payment Type</u>
Colorado Pool Designs	3723_081723	\$ 14,062.50	1/24/2024	BILL Check
Denver Water	5526067811Dec23	19.15	1/24/2024	BILL Check
Denver Water	6178639911Dec23	28.26	1/24/2024	BILL Check
Denver Water	4855974777Dec23	96.12	1/24/2024	BILL Check
Godden\Sudik Architects,Inc.	231574	2,000.00	1/24/2024	BILL Check
McGeady Becher, PC	Multiple	10,041.24	1/24/2024	BILL Check
Schedio Group LLC	2001032430	17.00	1/24/2024	BILL EFT
Special District Mgmt. Services, Inc	Multiple	1,595.69	1/24/2024	BILL EFT
Xcel Energy	Multiple	63.19	1/24/2024	BILL Check
	GRAND TOTAL	<u><u>\$ 27,923.15</u></u>		

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

Payment of Claims Report

For the Period Beginning February 21, 2024 and Ending March 27, 2024

<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Date Paid</u>	<u>Payment Type</u>
Dodge Construction Network	340585438	\$ 61.20	2/28/2024	BILL Check
PCS Group Inc	16411	1,456.25	2/28/2024	BILL Check
Schedio Group LLC	200103-2458	2,430.50	2/28/2024	BILL EFT
Special District Mgmt. Services, Inc	DENVERHP.00Jan24	2,462.67	2/28/2024	BILL EFT
Xcel Energy	Multiple	59.90	2/28/2024	BILL Check
Special District Association	Multiple	1,183.91	3/20/2024	Vendor Direct Virtual Card
Andrew Klein	111110	554.10	3/27/2024	BILL Check
Blake Amen	111116	554.10	3/27/2024	BILL Check
CliftonLarsonAllen LLP	L241070873	5,528.67	3/27/2024	BILL EFT
Denver Water	5526067811Jan24	19.15	3/27/2024	BILL Check
Denver Water	5526067811Feb24	20.11	3/27/2024	BILL Check
Denver Water	6178639911Jan24	28.26	3/27/2024	BILL Check
Denver Water	6178639911Feb24	29.67	3/27/2024	BILL Check
Denver Water	4855974777Jan24	96.12	3/27/2024	BILL Check
Denver Water	4855974777Feb24	100.92	3/27/2024	BILL Check
McGeady Becher, PC	Multiple	9,505.56	3/27/2024	BILL Check
Megan Waldschmidt	111115	277.05	3/27/2024	BILL Check
PCS Group Inc	Multiple	1,621.86	3/27/2024	BILL Check
Schedio Group LLC	Multiple	1,136.00	3/27/2024	BILL EFT
Special District Mgmt. Services, Inc	DENVERHP.00Feb24	2,490.28	3/27/2024	BILL EFT
Theodore Laudick	111111	554.10	3/27/2024	BILL Check
Xcel Energy	Multiple	23,263.43	3/22/2024	Other
Xcel Energy	Multiple	58.30	3/27/2024	BILL Check
GRAND TOTAL		\$ 53,492.11		

CO International Center Metro District No. 13
Schedule of Cash Position
December 31, 2023
Updated as of April 2, 2024

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>CSAFE</u>				
Balance as of 12/31/23	\$ 60,771.60	\$ 86.03	\$ -	\$ 60,857.63
Subsequent events:				
01/20/24 Ptax - December	171.20	855.77	-	1,026.97
01/31/24 Interest Income	286.75	0.41	-	287.16
02/12/24 Ptax - January	522.36	2,613.06	-	3,135.42
02/29/24 Interest Income	277.56	0.39	-	277.95
03/08/24 Ptax - February	44,682.73	223,481.11	66,259.80	334,423.64
03/31/24 Interest Income	1,407.21	80.64	-	1,487.85
<i>Anticipated activities:</i>				
<i>Property Tax Revenue</i>	4,122.52	20,621.85	6,112.81	30,857.18
<i>Anticipated transfer to Authority</i>	(108,290.61)	(227,973.18)	(66,259.80)	(402,523.59)
<i>Total Anticipated Balance</i>	<u>\$ 3,951.32</u>	<u>\$ 19,766.08</u>	<u>\$ 6,112.81</u>	<u>\$ 29,830.21</u>
<u>Yield information (as of 3/31/24)</u>				
CSAFE - 5.39%				

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14
Schedule of Cash Position
December 31, 2023
Updated as of April 2, 2024

	General Fund	Debt Service Fund	Regional Capital Projects Fund	Total
<u>CSAFE - CIC 14 Project Fund 4931-01</u>				
12/31/23	\$ 337,164.02	\$ 38,078.34	\$ 4,332.65	379,575.01
Subsequent activities:				
01/10/24	Property and SO Taxes - CIC 14 1,224.07	7,954.39	2.28	9,180.74
01/31/24	Interest Income 1,567.05	213.17	20.08	1,800.30
02/12/24	Property and SO Taxes - CIC 14 10,388.36	55,662.86	11,880.94	77,932.16
02/29/24	Interest Income 1,422.48	413.77	80.96	1,902.17
03/08/24	Property and SO Taxes - CIC 14 109,407.59	551,023.06	160,331.41	820,762.06
03/31/24	Interest Income 1,811.43	2,566.25	693.85	5,071.53
Anticipated Activities:				
	<i>Wire to WF GF - CIC 14 Prop & SO Tax Oct 22 - Apr 23 (133,611.64)</i>	-	-	(133,611.64)
	<i>Wire to WF GF - CIC 14 Prop & SO Tax May 23 - Dec 23 (203,552.38)</i>	-	-	(203,552.38)
	<i>Wire to WF GF - CIC 14 Prop & SO Tax Jan 24 - Mar 24 (121,020.02)</i>	(614,640.31)	(172,214.63)	(907,874.96)
	<i>Wire to CSAFE - Correct 3/28/23 UMB Transfer -</i>	(22,203.22)	-	(22,203.22)
	Anticipated Balance \$ 4,800.95	\$ 19,068.32	\$ 5,127.54	\$ 28,981.77

	General Fund	Debt Service Fund	Regional Capital Projects Fund	Total
<u>1st Bank - Checking 4330</u>				
12/31/23	\$ -	\$ (37,061.35)	\$ 1,140,495.99	1,103,434.64
Subsequent activities:				
01/31/24	No Activity -	-	-	-
02/29/24	No Activity -	-	-	-
03/31/24	No Activity -	-	-	-
Anticipated Activities:				
	<i>Transfer from Wells Fargo - 9/07/22 Denver Water Pmt 11,453.20</i>	-	-	11,453.20
	<i>Transfer from Wells Fargo - Adjust 3/28/23 Ptax Transfer 3,415.93</i>	-	-	3,415.93
	<i>Trnsfr from CSAFE - Correct 3/28/23 UMB Transfer -</i>	22,203.22	-	22,203.22
	Anticipated Balance \$ 14,869.13	\$ (14,858.13)	\$ 1,140,495.99	\$ 1,140,506.99

<u>UMB - 2018 Bond Fund 147647.1</u>				
12/31/23	\$ -	\$ 0.02	\$ -	\$ 0.02
Subsequent activities:				
01/31/24	No Activity -	-	-	-
02/29/24	No Activity -	-	-	-
03/31/24	No Activity -	-	-	-
	Anticipated Balance \$ -	\$ 0.02	\$ -	\$ 0.02

<u>UMB - 2018 Surplus Fund 147647.2</u>				
12/31/23	\$ -	\$ 7,601,376.94	\$ -	\$ 7,601,376.94
Subsequent activities:				
01/31/24	Interest Income -	36,612.01	-	36,612.01
02/29/24	Interest Income -	31,867.91	-	31,867.91
03/31/24	Interest Income -	30,464.98	-	30,464.98
	Anticipated Balance \$ -	\$ 7,700,321.84	\$ -	\$ 7,700,321.84

<u>UMB - 2018 Project Fund 147647.3</u>				
12/31/23	\$ -	\$ -	\$ -	\$ -
Subsequent activities:				
01/31/24	No Activity -	-	-	-
	Anticipated Balance \$ -	\$ -	\$ -	\$ -

<u>UMB - 2022B Subordinate Bond Fund 157711.1</u>				
12/31/23	\$ -	\$ -	\$ 27.30	\$ 27.30
Subsequent activities:				
01/31/24	No Activity -	-	-	-
02/29/24	No Activity -	-	-	-
03/31/24	No Activity -	-	-	-
	Anticipated Balance \$ -	\$ -	\$ 27.30	\$ 27.30

UMB - 2022B Subordinate Project Fund 157711.2

12/31/23		\$	-	\$	-	\$	27,947,680.89	\$	27,947,680.89
Subsequent activities:									
01/29/24	Requisition No. 9 - ACM High Point VI LLC		-		-		(675,381.92)		(675,381.92)
01/31/24	Interest Income		-		-		126,397.46		126,397.46
02/29/24	Interest Income		-		-		108,154.15		108,154.15
03/31/29	Interest Income		-		-		104,754.62		104,754.62
Anticipated Balance		\$	-	\$	-	\$	27,611,605.20	\$	27,611,605.20

Anticipated Balances **\$ 19,670.08** **\$ 7,704,532.05** **\$ 28,757,256.03** **\$ 36,481,443.12**

Yield Information as of March 31, 2024:

- CSAFE - 5.39%
- UMB Series 2018 (ColoTrust +) - 5.35%
- UMB Series 2022B (ColoTrust +) - 5.15%

DENVER HIGH POINT at DIA METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2023
Updated as of April 2, 2024

	General Fund	Capital Projects Fund	Regional Capital Projects Fund	Total
<u>Wells Fargo Bank - Checking Account</u>				
Balance as of December 31, 2023	\$ 131,477.26	\$ 217,385.03	\$ 7,754,250.80	\$ 8,103,113.09
Subsequent activities:				
01/04/24 Bill.com	(1,079.77)	(9,866.98)	-	(10,946.75)
01/18/24 Dodge construction Payment	(612.00)	-	-	(612.00)
01/24/24 Bill.com Payables	(11,088.65)	(16,834.50)	-	(27,923.15)
02/14/24 City of Denver - Review Fee	-	(1,370.60)	-	(1,370.60)
02/14/24 City of Denver - Review Fee	-	(153.00)	-	(153.00)
02/23/24 CSDPL Refund	3,669.00	-	-	3,669.00
02/28/24 Bill.com Payables	(2,583.77)	(3,886.75)	-	(6,470.52)
03/20/24 Bill.com Payables	(1,183.91)	-	-	(1,183.91)
03/22/24 Xcel Energy	-	(23,263.43)	-	(23,263.43)
03/27/24 Bill.com Payables	(15,085.19)	(7,489.06)	-	(22,574.25)
Anticipated Activities:				
<i>Transfer to First Bank - 9/07/22 Denver Water Payment</i>	-	(11,453.20)	-	(11,453.20)
<i>Transfer from Wells Fargo Acct - Adjust 3/28/23 Ptax Trsf</i>	(3,415.93)	-	-	(3,415.93)
<i>Transfer from CIC 14 - GF Prop & SO Tax Jan - Mar 23</i>	133,611.64	-	-	133,611.64
<i>Transfer from CIC 13 - GF Prop & SO Tax Jan - Mar 23</i>	20,463.73	-	-	20,463.73
<i>Return of Duplicate Pepsi Payment</i>	-	-	(3,092,900.40)	(3,092,900.40)
<i>Subtotal</i>	\$ 254,172.41	\$ 143,067.51	\$ 4,661,350.40	\$ 5,058,590.32
Reserved for minimum balances	(5,000.00)	-	-	(5,000.00)
Reserved for TABOR	(10,100.00)	-	-	(10,100.00)
<i>Anticipated Balance</i>	\$ 254,256.28	\$ 179,230.35	\$ 4,661,350.40	\$ 5,094,837.03

FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT

This **FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT** (“**Agreement**”) is made and entered into effective the ___ day of _____, 2024 (“**Effective Date**”), by and between **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **ACM HIGH POINT VI LLC**, a Delaware limited liability company (“**Developer**” or “**ACM**”), and **DIA 66th & ARGONNE DEVELOPMENT, LLC**, a Colorado limited liability company (the “**Buyer**”) (individually, each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. Buyer is the owner of certain property located in the City and County of Denver, Colorado (the “**City**”) and within the boundaries and/or service area of the District, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

B. Pursuant to the authority granted to the District by its Service Plan, as approved by the City Council for the City on March 13, 2006, as it may be amended from time to time (the “**Service Plan**”), the District is authorized to construct, acquire and install certain public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, limited fire protection, and mosquito control and other facilities and services (“**Improvements**”), which benefit property within the District’s boundaries and/or service area.

C. The Improvements are necessary for the development of the Property.

D. The District has determined that, for reasons of economic efficiency and timeliness, it is in the best interests of the District for the Developer and/or Buyer to construct or cause construction of certain of the Improvements, including certain street, safety protection, water and sanitation improvements more particularly described in that certain Hillton Garden Inn – 66th Ave Site Plan recorded on July 23, 2021 at Reception No. 2021138713, in the real property records of the City and County of Denver (the “**Buyer Improvements**”).

E. The District is a party to that certain Facilities Funding, Construction and Operations Agreement dated June 28, 2007, as amended by that certain First Amendment to Facilities Funding, Construction and Operations Agreement dated October 29, 2009 (the “**Master IGA**”) whereby Denver High Point at DIA Metropolitan District (“**DHP**” and, with the District, the “**Districts**”) acts as the “**Managing District**” for the District and is responsible for coordinating the financing, construction and operation and maintenance of the Improvements for the District and certain other metropolitan districts within its service area.

F. The District, ACM, and DHP have entered into that certain Capital Funding and Reimbursement Agreement dated July 20, 2017 (as it has been and may be amended from time to time, the “**CFRA**”), pursuant to which DHP and ACM have agreed to provide for the construction

or acquisition of certain Improvements including, but not limited to, the design, testing, engineering, and construction of the Improvements, together with the related consultant and management fees associated with the construction of the Improvements (“**Construction Related Expenses**”), and to the extent ACM advances monies to DHP for such Construction Related Expenses or expends monies on Construction Related Expenses for Improvements to be acquired by DHP, the District, City or other local government entity, DHP agreed to reimburse ACM for such Construction Related Expenses, as provided therein.

G. Pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments dated _____, 2024 between ACM and Buyer (“**Assignment Agreement**”), ACM and Buyer have agreed that, to the extent Buyer constructs any Buyer Improvements, Buyer shall be entitled to reimbursement from the District for twenty percent (20%) of the Verified Construction Costs (defined below) associated with the Buyer Improvements (“**Buyer Reimbursement**”) and ACM shall be entitled to reimbursement from the District for eighty percent (80%) of the Verified Construction Costs associated with the Buyer Improvements (“**ACM Reimbursement**”).

H. The District, Developer and Buyer desire to set forth their respective rights, obligations and procedures with respect to the District’s reimbursement of the Developer and Buyer as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Construction of Buyer Improvements. Buyer agrees to design, construct, and complete the Buyer Improvements in full conformance with the design standards and specifications as established and in use by the District, if applicable, and substantially in accordance with (and only to the extent set forth in) the City approved plans (the “**Plans**”). If the District so requests, Buyer shall provide periodic reports on the status of completion and costs of the Buyer Improvements.

2. Transfer of Completed Buyer Improvements. Upon completion of Buyer Improvements by Buyer or a third party, Buyer shall, subject to the City’s rights to the Buyer Improvements, transfer the completed Buyer Improvements by special warranty bill of sale to the District, substantially in a form attached hereto as **Exhibit B** and incorporated herein by this reference (“**Bill of Sale**”).

3. Construction Warranty and Assignment; Limitation of Buyer’s Liability.

(a) Buyer shall require, in each construction contract for all or any portion of the Buyer Improvements, that the contractor under such construction contract provide a warranty for the period of time between initial acceptance and final acceptance of the Buyer Improvements by the appropriate accepting jurisdiction. Upon Buyer’s substantial completion of any Buyer Improvements to be perpetually owned, operated and maintained by the District, if any, and after initial acceptance by the City, Buyer shall give the acquiring District a non-exclusive assignment of all warranties from third-party contractors and subcontractors in

connection with all Buyer Improvements caused to be constructed by Buyer and eligible to be financed by the Districts pursuant to their respective service plans.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that Buyer's agreement to construct or cause the construction of the Buyer Improvements as set forth in this Agreement is done as an accommodation to the Districts and that, except as expressly set forth in this subsection 3(b), Buyer shall have no responsibility, liability or obligation with respect to (and the District hereby covenants not to sue Buyer for, and hereby releases Buyer from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the Buyer Improvements, any damage, loss or injury to the District or otherwise related to any action or inaction of Buyer in connection with this Agreement, or any defect in the materials or workmanship pertaining to the Buyer Improvements, except for any "Covered Liability," as hereinafter defined. "**Covered Liability**" means the following matters for which Buyer shall be liable to the District in connection with its performance under this Agreement: (i) any damage, loss or injury arising from the willful misconduct, bad faith, recklessness or illegal acts of the Buyer in performing or failing to perform hereunder, or (ii) damage, loss or injury arising from the fraudulent conduct of Buyer; provided, however, that any damages to which the District shall be entitled to recover for any Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and the District shall not be entitled to recover from Buyer any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Covered Liability. Buyer makes no representation or warranty with respect to the Buyer Improvements, and shall have no liability for any defect in the materials or workmanship pertaining thereto. Upon initial acceptance of completion of any Buyer Improvements by the District or applicable "Governmental Authorities", Buyer shall provide the District with non-exclusive assignments of warranty from all contractors that have completed the Buyer Improvements. Upon receipt of such assignments, the District hereby agrees to look solely to the contractors engaged to construct and complete the Buyer Improvements for any contractual violation, indemnity, warranty or guarantee relating to the Buyer Improvements. This Subsection 3(b) shall survive expiration or termination of this Agreement.

4. Deliverables. Buyer shall deliver the following to District at the time of or prior to the transfer of Buyer Improvements to the City or District(s), and at such other times upon request of the District and no later than December 31, 2024 (collectively, the "**Deliverables**"):

(a) As-built drawings for the Buyer Improvements to be transferred to the District;

(b) Lien waivers from each contractor in a commercially reasonable form verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full except for any retainage that is held by Buyer until final acceptance of the Buyer Improvements;

(c) Copies of all contracts, pay requests, change orders, invoices, the final AIA payment form (or similar form), canceled checks, and any other reasonably requested documentation to verify the expenses incurred by Buyer relative to the construction and installation of Buyer Improvements by Buyer;

(d) For any Buyer Improvements to be perpetually owned, operated and maintained by the District, an executed Bill of Sale conveying the Buyer Improvements to the District; and

(e) To the extent necessary, any licenses or easements held by Buyer and related to the installation, operation or maintenance of the Buyer Improvements.

5. Verification of Costs. Upon Buyer's completion of any Buyer Improvements, Buyer shall cooperate with Developer and the District, at no out-of-pocket cost to Buyer, to enable the District's engineer or other independent engineer licensed in the State of Colorado to prepare a cost verification of the Buyer Improvements so that expenses can be verified as qualified Construction Related Expenses that may be eligible for reimbursement to Buyer subject to the Buyer Maximum Reimbursement Amount and/ or Developer as District Reimbursement Rights. Such cost verification (the "**Verification of Costs**") shall include, but not necessarily be limited to, a certification by the engineer generally stating that: (i) the Improvement(s) are fit for the intended purpose; (ii) the Buyer Improvements (including individual components) were constructed in substantial accordance with their design; and (iii) the costs for the design, construction and completion of said Buyer Improvements are reasonable ("**Verified Construction Costs**").

6. Acquisition of and Reimbursement for Buyer Improvements.

(a) Acquisition. The District shall acquire any Buyer Improvements not being acquired by the City or other local government, upon the expiration of any applicable warranty period, upon receipt, review and approval by the District's accountant and engineer of the Deliverables set forth in Section 4, above, and the Verification of Costs, as set forth in Section 5, above.

(b) Buyer and Developer Reimbursement. Subject to the receipt of funding as set forth in Section 7 below:

(i) The District agrees to reimburse Buyer the Buyer Reimbursement, or for twenty percent (20%) of the Verified Construction Costs. In the event the District has not paid or reimbursed Buyer the Buyer Reimbursement, whether invoiced or not invoiced by December 31, 2029, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

(ii) The District agrees to reimburse the Developer the ACM Reimbursement, or eighty percent (80%) of the Verified Construction Costs. In the event the District has not paid or reimbursed the Developer the Developer Reimbursement, whether invoiced or not invoiced by December 31, 2029, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

(iii) The Developer Reimbursement and the Buyer Reimbursement shall be paid by the District on a *pari passu* basis if and when revenues are available for such reimbursement in accordance with Section 7.

7. Funding. The Parties agree that no payment shall be required of the District hereunder unless and until the District issues bonds in an amount sufficient to reimburse the Buyer and the Developer. The District may, however, make payments from available funds after the payment of the District's annual debt service and operations and maintenance expenses. Buyer agrees that, to the extent that any amounts are still owed under this Agreement after the District issues bonds, any obligation to pay such amounts is subordinate to such bonds. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Buyer and ACM hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, Developer and Buyer agree and consent to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District's Service Plan.

8. Representations. Buyer hereby represents and warrants to and for the benefit of the District as follows:

(a) Buyer is a limited liability company is qualified to do business in the State of Colorado.

(b) Buyer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by Buyer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which Buyer is a party or by which Buyer is or may be bound. Buyer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) Buyer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Buyer to the District for the entire term of this Agreement.

9. Term; Repose. This Agreement shall become effective on the Effective Date and shall remain in effect until all applicable Buyer Improvements have been constructed by Buyer, all documentation and information reasonably required for verification of Construction Related Expenses has been provided and any Buyer Improvements constructed by Buyer have been conveyed to the City, District, or other governing local government entity.

10. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder 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 FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Colorado International Center Metropolitan District
No. 14
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Attention: Peggy Rupp
Phone: 303-987-0835
Email: prupp@sdmsi.com

With a copy to: McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To Buyer: DIA 66th & Argonne Development, LLC
Attn: BJ Patel
7300 Blanco Rd., Ste. 701
San Antonio, Texas 78216
e-mail: bj.patel@baywoodhotels.com

With a copy to: Robert Pazouki
Pazouki & Arambula, LLP
17115 San Pedro Ave., Suite 330
San Antonio, Texas 78232
e-mail: rp@pazoukilaw.com

To Developer: ACM High Point VI LLC
4100 East Mississippi Avenue, Suite 500
Glendale, CO 80246
Attention: Andrew R. Klein
Phone: 303-984-9800
Email: aklein@westsideinv.com

With a copy to: Westside Property Investment Company, Inc.
4100 East Mississippi Avenue, Suite 500
Glendale, CO 80246
Attention: Michael J. Schroeder
Phone: 303-984-9800
Email: mschroeder@westsideinv.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with

the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

11. Assignment. Buyer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

12. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and Buyer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, the Developer and Buyer shall be for the sole and exclusive benefit of the District, the Developer and Buyer.

13. Default/Remedies. In the event of a breach or default of this Agreement by any Party, any non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

17. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

18. Counterparts. This Agreement 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.

19. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Developer unless the same is in writing and duly executed by the Parties hereto.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FACILITIES ACQUISITION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 14**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

**DIA 66TH & ARGONNE DEVELOPMENT,
LLC**, a Colorado limited liability company

By: _____

Name: _____

Title: _____

ACM HIGH POINT VI LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

**EXHIBIT A
PROPERTY**

EXHIBIT I

Improvements

Project Description

Estimated/Actual Cost

**AGREEMENT AND ASSIGNMENT REGARDING
METROPOLITAN DISTRICT PAYMENTS**

THIS AGREEMENT AND ASSIGNMENT REGARDING METROPOLITAN DISTRICT PAYMENTS (“**Agreement**”) is made and entered into as of January ____, 2024, by and between ACM High Point VI LLC, a Delaware limited liability company (“**Buyer**”), and DIA 66th & Argonne Development, LLC, a Colorado limited liability company (“**Seller**”). Individually, Buyer and SELLER may be referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. The Parties previously executed that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated effective March 4, 2019 (as amended from time to time, and as assigned, the “**Purchase Contract**”), pursuant to which Buyer has acquired from Seller record title to certain real property located in the City and County of Denver (the “**City**”), State of Colorado, as more particularly described on **Exhibit A** hereto and incorporated herein by this reference (the “**Property**”).

B. The Parties desire to enter into this Agreement to assign from Buyer to Seller any and all interests in any reimbursements, credits, payments or other amounts payable by the District (defined below) on account of the construction of the public improvements, which may include but is not limited to, certain water, sanitary sewer (including storm drainage), street, safety protection, park and recreation, transportation, fire protection, television relay and translation, and mosquito control improvements and facilities (the “**District Improvements**”) that are eligible for acquisition and reimbursement by the Colorado International Center Metropolitan District No. 14 (the “**District**”) in accordance with authority granted under the District’s Service Plan as approved by the City.

C. In addition to this Agreement, the Seller has entered into a separate agreement with the District to address Seller’s rights and obligations relative to construction of and provision of information and documentation for the reimbursement of the expenses associated with provision of the District Improvements, including that certain Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between the Seller and Denver High Point at DIA Metropolitan District dated on or about July 20, 2017 (as it has been and may be amended from time to time, the “**Seller Agreement**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized words used in this Agreement shall have the meaning ascribed to them in the Purchase Contract, unless the context clearly requires otherwise.
2. Transfer of Completed District Improvements. All District Improvements constructed or caused to be constructed by Buyer shall be constructed substantially in accordance with the approved plans (the “**Plans**”).
3. Seller Reimbursement Rights. Buyer acknowledges that: (i) the construction and conveyance of the District Improvements shall be without compensation to Buyer; and (ii) any reimbursements, credits, payments, or other amounts payable by the District on

account of the District Improvements or any other matters related thereto (“**Metro District Payments**”) shall remain the property of Seller and shall not be conveyed to Buyer. Buyer hereby assigns to Seller all of Buyer’s right, title and interest, if any, in and to reimbursements, credits, payments, or other amounts payable by the District on account of the District Improvements or any other matters related thereto. Upon request of Seller or the District, Buyer will execute any and all additional documents that may be reasonably required to confirm Buyer’s waiver of any right to Metro District Payments; provided, that such documents shall be subject to Buyer’s approval, which shall not be unreasonably withheld, delayed or conditioned and shall be without warranty or representation and at no cost or liability to Buyer. Seller shall be entitled to any Metro District Payments relative to the District Improvements in accordance with this Agreement and the Seller Agreement.

4. Verification of Costs. Upon request by Seller, Buyer shall deliver to the District the following documentation and information that has been entered into or generated by Buyer in connection with Buyer’s construction of the District Improvements (to the extent reasonably required by the District): contracts, change orders, checks, invoices from third-party contractors and subcontractors, receipts, evidence of payment, lien waivers, as-built drawings and such other information that may reasonably be necessary to verify the amounts expended by Buyer on the District Improvements. Buyer shall cooperate with Seller and the District, at no out-of-pocket cost to Buyer, to enable the District’s engineer or other independent engineer licensed in the State of Colorado to prepare a cost verification of the District Improvements. Such cost verification shall include, but not necessarily be limited to, a certification by the engineer generally stating that: (i) the District Improvement(s) are fit for the intended purpose; (ii) the District Improvements (including individual components) were constructed in substantial accordance with their design; and (iii) the costs for the design, construction and completion of said District Improvements are reasonable. Notwithstanding anything to the contrary contained in this Agreement, and for the avoidance of doubt, the Parties acknowledge and agree that the cost of compliance with any requirements for approval of the District shall be the sole responsibility of the District, Buyer shall have no financial obligations or other obligations related thereto, and the District shall be entitled to reimbursement therefor as a part of the Metro District Payments.

5. Release.

a. Buyer hereby waives and releases any present or future claims it might have against the District or the District’s elected or appointed officers, employees, agents, or contractors (the “**Released Persons**”) in any manner related to or connected with the Metro District Payments (excepting any claims arising from the negligence or intentional acts of the District or the District’s contractors).

b. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that Buyer’s agreement to construct or cause the construction of the District Improvements as set forth in this Agreement is done as an accommodation to Seller and that, except as expressly set forth in this subsection 5(b), Buyer shall have no responsibility, liability or obligation with respect to (and Seller hereby covenants not to sue Buyer for, and hereby releases the Buyer from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the

To Buyer:

DIA 66th & Argonne Development, LLC
Attn: BJ Patel
7300 Blanco Rd., Ste. 701
San Antonio, Texas 78216
e-mail: bj.patel@baywoodhotels.com

With A Copy To:

Robert Pazouki
Pazouki & Arambula, LLP
17115 San Pedro Ave., Suite 330
San Antonio, Texas 78232
e-mail: rp@pazoukilaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the parties shall have the right from time to time to change its address.

7. Default/Remedies. In the event of a breach or default of this Agreement by either party, the non-defaulting party shall give the defaulting party notice of such breach or default (“**Default Notice**”) identifying the nature of the breach or default. If the defaulting party fails to cure any such breach or default within ten (10) business days after receipt of the Default Notice, then the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or actual monetary damages (but excluding incidental, consequential and punitive damages). In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be awarded its reasonable attorneys’ fees.

8. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado without regard to conflicts of law principles that would result in the application of any law other than Colorado law. Exclusive venue for all actions arising out of this Agreement shall be in the district court in and for Denver County, Colorado.

9. Inurement; Transfer of the Property. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Buyer and Seller any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Buyer and Seller shall be for the sole and exclusive benefit of the Buyer and Seller.

11. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. Counterparts. This Agreement 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.

13. Time. Time is of the essence with respect to the rights and obligations set forth in this Agreement.

14. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER:

DIA 66TH & ARGONNE DEVELOPMENT, LLC, a Colorado limited liability company

By: _____
Name: _____
Its: _____
Date: _____

SELLER:

ACM High Point VI LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
The Property

A PORTION OF LOT 1, BLOCK 3, HIGHPOINT SUBDIVISION FILING NO. 1 RECORDED JUNE 23, 2008 AT RECEPTION NO. 2008085984 AND BEING SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE NORTH MOST POINT OF CURVATURE OF THE SOUTH RIGHT-OF-WAY FOR 66TH AVENUE AT ITS INTERSECTION WITH TOWER ROAD, AND CONSIDERING THE 20 FOOT RANGE LINE RUNNING IN SAID 66TH AVENUE BETWEEN SAID TOWER ROAD AND ARGONNE STREET TO BEAR N89°25'17"E WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY AND THE NORTH LINE OF SAID LOT 1, BLOCK 3, N89°25'17"E, A DISTANCE OF 263.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINES, N89°25'17"E, A DISTANCE OF 227.32 FEET;

THENCE TRANSITIONING FROM THE SAID SOUTH RIGHT-OF-WAY FOR 66TH AVE TO THE WEST RIGHT-OF-WAY FOR ARGONNE STREET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 91°24'24" AN ARC DISTANCE OF 47.86 FEET AND HAVING A CHORD THAT BEARS S44°52'31"E A CHORD DISTANCE OF 42.94 FEET;

THENCE ALONG SAID WEST RIGHT-OF-WAY, S00°49'41"W, A DISTANCE OF 377.00 FEET;

THENCE N89°10'19"W, A DISTANCE OF 257.99 FEET;

THENCE N00°49'41"E, A DISTANCE OF 401.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,168 SQUARE FEET OR 2.391 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE, #101
LITTLETON, CO 80128
(720) 258-6836
cwatson@pnt-llc.com