

**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
Otis Moore, III	Treasurer	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2025
Blake Amen	Assistant Secretary Secretary	2027/May 2027

DATE: July 24, 2023
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: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Acknowledge resignation of Ann Finn as Secretary to the Board and consider appointment of David Solin as Secretary to the Board.

II. CONSENT AGENDA – These items are considered to be routine and will be approved and/or 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 on the Regular Agenda.

- Review and approve Minutes of the May 22, 2023, Regular Meeting (**DHP, CIC No. 13 and CIC No. 14**) (enclosures).
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III. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period through _____, 2023, in the amount of \$ _____ (**DHP**) (to be distributed).
-

- B. Review and accept the Financial Statements dated _____, 2023 and Cash Position Schedule, dated _____, 2023, updated as of _____, 2023 (**DHP, CIC No. 13, CIC No. 14**) (to be distributed).
-

- C. Discuss status of 2022 Audit and authorize request to State Auditor for extension of time to file 2022 Audit (**DHP, CIC No. 14**).
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V. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 18, dated _____, 2023, prepared by Schedio Group LLC, for the amount of \$ _____ (enclosure) (**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. 18 (**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. 18 (**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. 18 (**DHP, CIC No. 13, CIC No. 14**).
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VI. OPERATIONS AND MAINTENANCE

- A. _____

VII. LEGAL MATTERS

- A. Review and consider approval of Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Sky City Corporation (enclosure) (**CIC No. 14**).
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VIII. OTHER BUSINESS

- A. _____

- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 28, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD MAY 22, 2023

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, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

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

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

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 that had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Ms. Finn 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 Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

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.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

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

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Claims: The Board reviewed the payment of claims for the period beginning March 23, 2023, and ending May 19, 2023, in the amount of \$65,100.00.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims for the period beginning March 23, 2023 and ending May 19, 2023, in the amount of \$65,100.00.

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

2022 Audit: Ms. Ross discussed the status of the 2022 Audit. It was noted that the 2022 Audit will be available in June or July 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

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. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

RECORD OF PROCEEDINGS

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. 17: The Board discussed the reimbursement to 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. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to 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. 17.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report: The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

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 Moore, 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 MAY 22, 2023

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, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

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

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

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: Ms. Finn 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 Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

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.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

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

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

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. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

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. 17: The Board discussed the reimbursement to 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. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to 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. 17.

RECORD OF PROCEEDINGS

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report:

The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

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 Moore, 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. 14 HELD MAY 22, 2023

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, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

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

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

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 that had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Ms. Finn 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 Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

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.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

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

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

2022 Audit: Ms. Ross discussed the status of the 2022 Audit. It was noted that the 2022 Audit will be available in June or July 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

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. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

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. 17: The Board discussed the reimbursement to 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. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to ACM under the Capital Funding and Reimbursement Agreement

RECORD OF PROCEEDINGS

(Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report:

The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

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 Moore, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

FACILITIES ACQUISITION AGREEMENT

This **FACILITIES ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of July, 2023 (“**Effective Date**”), by and between COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “**District**”) and SKY CITY CORPORATION, a Colorado corporation (the “**Buyer**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Buyer entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated December 19, 2022, as amended from time to time (“**PSA**”), with **ACM HIGH POINT VI A LLC**, a Delaware limited liability company, an affiliate of ACM High Point VI LLC (collectively, the “**Seller**”), pursuant to which the Buyer is the owner of property within a project located in the City and County of Denver (the “**City and County**”), State of Colorado, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is within the boundaries and/or service area of the District.

C. Pursuant to the authority granted to the District by its Service Plan, as approved by the City and County on or about August 14, 2006, as it may be amended from time to time (the “**Service Plan**”), the District is authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, fire protection, television relay and translation, and mosquito control and other facilities and services (“**District Improvements**”), which benefit property within the District’s boundaries and/or service area.

D. The District Improvements are necessary for the development of the Property.

E. The District does not currently have sufficient monies available to construct and/or acquire the Improvements.

F. The District has determined that for reasons of economic efficiency and timeliness it is in the best interests of the District for the Seller and/or Buyer to construct or cause construction of certain of the District Improvements.

G. The District is a party to that certain Facilities Funding, Construction and Operations Agreement dated June 28, 2007_(as amended from time to time, 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 District Improvements for the District and certain other metropolitan districts within its service area.

H. The District, Seller and DHP have entered into that certain Capital Funding and Reimbursement Agreement dated on or about July 20, 2017 (as it has been and may be amended

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

I. Pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments dated of even date herewith, by and between Seller and Buyer, Buyer and Seller have agreed that, to the extent Buyer constructs any District Improvements, Seller shall retain any and all right in and to reimbursements from the District arising from the Construction Related Expenses incurred by Buyer (the “**District Reimbursement Rights**”).

J. District and Buyer desire to set forth their respective rights, obligations and the procedures by which Construction Related Expenses incurred by the Buyer will be verified for eligibility for reimbursement to Seller as District Reimbursement Rights and by which any District Improvements that are not otherwise dedicated to the City and County or other government entity will be conveyed to one of the Districts.

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 District Improvements. The Buyer agrees to design, construct, and complete the District 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 and County approved plans (the “**Plans**”). If the District so requests, the Buyer shall provide periodic reports on the status of completion and costs of the District Improvements.

2. Transfer of Completed District Improvements. Upon completion of District Improvements by Buyer or a third party, Buyer shall, subject to the City and County’s rights to the District Improvements, transfer the completed District 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. Seller Reimbursement Rights. With acknowledgment of consideration previously and otherwise paid, Buyer acknowledges that: (i) the construction and conveyance of the District Improvements shall be without compensation from the District to Buyer; and (ii) District Reimbursement Rights shall remain the property of Seller and shall not be conveyed to Buyer.

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

a. Buyer shall require, in each construction contract for all or any portion of the District Improvements, that the contractor under such construction contract provide a warranty for the period of time between initial acceptance and final acceptance of the District Improvements by the appropriate accepting jurisdiction. Upon Buyer's substantial completion of any District Improvements to be perpetually owned, operated and maintained by the District, if any, and after initial acceptance by the City and County, Buyer shall give the acquiring District a non-exclusive assignment of all warranties from third-party contractors and subcontractors in connection with all District 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 District 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 4(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 the Buyer from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the District 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 District Improvements, except for any "Buyer Covered Liability," as hereinafter defined. "**Buyer 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 Buyer 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 Buyer Covered Liability. Buyer makes no representation or warranty with respect to the District Improvements and shall have no liability for any defect in the materials or workmanship pertaining thereto. Upon initial acceptance of completion of any District Improvements by the District or applicable "Governmental Authorities" (as such term is defined in the PSA), Buyer shall provide the District with non-exclusive assignments of warranty from all contractors that have completed the District Improvements. Upon receipt of such assignments, the District hereby agrees to look solely to the contractors engaged to construct and complete the District Improvements for any contractual violation, indemnity, warranty or guarantee relating to the District Improvements. This Subsection 4(b) shall survive expiration or termination of this Agreement.

5. Deliverables. Buyer shall deliver the following to District at the time of or prior to the transfer of the District Improvements to the City and County or District(s), and at such other times upon request of the District:

(a) As-built drawings for the District 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 District 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 District Improvements by Buyer;

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

6. Verification of Costs. Upon Buyer's completion of any District Improvements, Buyer shall cooperate with the 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 so that expenses can be verified as qualified Construction Related expenses that may be eligible for reimbursement to the Seller as District Reimbursement Rights. Such cost verification 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 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.

7. Acquisition of District Improvements. The District shall acquire any District 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 5, above, and the Verification of Costs, as set forth in Section 6, above.

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

(a) The Buyer is a limited liability company and 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 the 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 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 District Improvements have been constructed by the Buyer, all documentation and information reasonably required for verification of Construction Related Expenses has been provided and any District Improvements constructed by Buyer have been conveyed to the City and County, 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 Federal Express 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 McGeady Becher PC
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Buyer: Sky City Corporation
2698 South Federal Boulevard
Denver, CO 80219
Attention: Nhan Tran__
Telephone: 720-935-6426
E-mail: nhanforhomes@gmail.com

Copy To: Frascona, Joiner, Goodman and Greenstein, P.C.
Attn: Zachary A. Grey, Esq.
Boulder, CO 80305
Telephone: 303-494-3000
Email: zac@frascona.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or 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. The 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 and the 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 and the Buyer shall be for the sole and exclusive benefit of the District and the Buyer.

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the 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 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 Buyer unless the same is in writing and duly executed by the Parties hereto.

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

DISTRICT:

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

By: _____
Andrew R. Klein, President

ATTEST:

_____, Secretary

BUYER:

SKY CITY CORPORATION,
a Colorado corporation

By: _____
Nhan Tran, President

By: _____
Andy Luong, Vice President

EXHIBIT A
PROPERTY

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3. THENCE N89°32'04"E A DISTANCE OF 70.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD WHICH IS 70.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°49'25"E A DISTANCE OF 342.42 FEET; THENCE N89°34'06"E A DISTANCE OF 254.00 FEET; THENCE S00°49'25" W A DISTANCE OF 342.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID SOUTHERLY LINE, S89°32'04"W A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04" AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS#27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS#36580 AT THE CENTER QUARTER CORNER.

THE ABOVE LEGAL DESCRIPTION PREPARED BY:
DENNIS PETER AND REVIEWED BY RICHARD A. NOBBE, PLS 23899,
FOR AND ON BEHALF OF: MARTIN/MARTIN, INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that SKY CITY CORPORATION, a Colorado corporation (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) to be paid by the District (as defined herein) in accordance with the terms of the Facilities Acquisition Agreement of even date herewith, and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 E. 17th Avenue, Suite 400, Denver, CO 80203 (“**District**”), its successors and assigns, all of Grantor’s right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference (“District Improvements”).

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the title of said District Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever claiming title to the same by, through or under Grantor, and warrants that the conveyance of the District Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever arising by, through or under Grantor,

IN WITNESS WHEREOF, Grantor executes this Bill of Sale this ____ day of July, 2023.

GRANTOR:

SKY CITY CORPORATION, a Colorado corporation

By: _____
Name: Nhan Tran
Its: President

By: _____
Name: Andy Luong
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2023, by Nhan Tran, as President of SKY CITY CORPORATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2023, by Andy Luong, as Vice President of SKY CITY CORPORATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

Exhibit A
(District Improvements)

Project Description

Estimated/Actual Cost