

MillerLaw_{pllc}

1555 California Street No. 505
Denver CO 80202
303.285.5320

September 1, 2023

Denver County Clerk & Recorder
201 W. Colfax, Dept. 101
Denver, CO 80202

Division of Local Government
Department of Local Affairs
1313 Sherman Street, Room 521
Denver, CO 80203

Office of the State Auditor
Local Government Audit Division
1525 Sherman Street, 7th Floor
Denver, CO 80203

Managers of Revenue & Public Works
City and County of Denver
201 West Colfax Avenue, Dept. 509
Denver, CO 80202

City Council
Denver City Council
1437 Bannock St., Rm. 451
Denver, CO 80202

RE: 2022 Annual Reports

To Whom It May Concern:

Enclosed for your records is the annual report for 2022 for the captioned district below.
Please contact me with any questions or concerns. Thank you.

Mile High Business Center Metropolitan District

MILLER LAW PLLC

Sonja Steele

Sonja Steele
Paralegal

Enclosures

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
COUNTY OF DENVER, STATE OF COLORADO**

ANNUAL REPORT FOR FISCAL YEAR 2022

Pursuant to the Service Plan for the Mile High Business Center Metropolitan District (the “District”), the District is required to provide an annual report to the City and County of Denver with regard to the following matters:

- a. Annual District budget to both the Manager of Revenue, and Manager of Public Works;
- b. Annual construction schedules and work and capital improvement programs for one (1) year and six (6) years to the Manager of Public Works;
- c. Annual audited financial statements of the District including percent of budget for operation and maintenance, to the Manager of Revenue;
- d. Total Debt authorized and total debt issued and future debt issuances to the Manager of Revenue;
- e. Rules and regulations of the District regarding bidding, conflict of interest, contacting, and other governance matters to the Manager of Public Works;
- f. Current intergovernmental agreements, if amended, to both the Manager of Revenue and Manager of Public Works;
- g. All current contracts for services or construction to the Manager of Public Works;
- h. Current documentation of credit enhancements to the Manager of Revenue;
- i. Official statements of current outstanding bonded indebtedness, if not already received by the City, to the Manager or Revenue;
- j. Current approved Service Plan, if amended, to both the Manager of Revenue and Manager of Public Works;
- k. District office contact information to both the Manager of Revenue and Manager of Public Works;
- l. Any change in proposed development assumptions that negatively and materially impacts the financial projections to both the Manager of Revenue and Manager of Public Works; and

- m. Names and terms of board members of Board of Directors and officers to both the Manager of Revenue and Manager of Public Works.

For the year ending December 31, 2022, the District makes the following report:

- a. Annual District budget to both the Manager of Revenue, and Manager of Public Works;

The budget resolution is attached hereto as **Exhibit A**.

- b. Annual construction schedules and work and capital improvement programs for one (1) year and six (6) years to the Manager of Public Works;

The District is fully built-out and does not have any construction schedules or work and capital improvement programs.

- c. Annual audited financial statements of the District including percent of budget for operation and maintenance, to the Manager of Revenue;

The audited financial statements for the report year are attached at **Exhibit B**.

- d. Total Debt authorized and total debt issued and future debt issuances to the Manager of Revenue;

The total authorized debt for the District is \$13,000,000. The District previously issued its General Obligation Bonds, Series 2007 in the aggregate principal amount of \$5,000,000, and its General Obligation Bonds, Series 2010 in the aggregate principal.

- e. Rules and regulations of the District regarding bidding, conflict of interest, contacting, and other governance matters to the Manager of Public Works;

There are no rules and regulations.

- f. Current intergovernmental agreements, if amended, to both the Manager of Revenue and Manager of Public Works;

The District did not enter into or amend any intergovernmental agreements during the report year.

- g. All current contracts for services or construction to the Manager of Public Works attached hereto as **Exhibit C**;

- Engagement Letter with CliftonLarsonAllen LLP for the report year Accounting Services

- Engagement Letter with Fiscal Focus Partners, LLC for the report year Audit Services
- Property Management Agreement with Colliers International
- Detention pond maintenance/ compliance contracts with EarthX
- Landscaping and snow removal contracts with Keesen Enterprises
- Pest control contract with Wright Pest Control

h. Current documentation of credit enhancements to the Manager of Revenue;

No credit enhancements were issued in the report year.

i. Official statements of current outstanding bonded indebtedness, if not already received by the City, to the Manager or Revenue;

Official statements of current outstanding bonded indebtedness have already been provided to the City.

j. Current approved Service Plan, if amended, to both the Manager of Revenue and Manager of Public Works;

No Service Plan Amendments were filed in the reported year.

k. District office contact information to both the Manager of Revenue and Manager of Public Works;

The District's office contact is:

Mile High Business Center Metropolitan District
c/o Miller Law pllc
1555 California Street No. 505
Denver, CO 80202

l. Any change in proposed development assumptions that negatively and materially impacts the financial projections to both the Manager of Revenue and Manager of Public Works

At this time there are no changes in the development assumptions that result in a negative or material impact to the District's financial projections.

m. Names and terms of board members of Board of Directors and officers to both the Manager of Revenue and Manager of Public Works;

President	Thomas Stahl	Term Expires May 2025
Secretary/Treasurer	Mark Tekavec	Term Expires May 2025
Assistant Secretary	Robert Miller	Term Expires May 2025
Assistant Secretary	Vacant	Term Expires May 2023
Assistant Secretary	Vacant	Term Expires May 2023

Exhibit A
2023 Budget Resolution
Mile High Business Center Metropolitan District

**BUDGET RESOLUTION
(2023)**

CERTIFIED COPY OF RESOLUTION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

At the special meeting of the Board of Directors of MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT, City and County of Denver, County of Denver, Colorado, held at 10:00 AM. on Wednesday, November 2, 2022 via teleconference/Zoom:

<https://us02web.zoom.us/j/83491206530pwd=cHhZcWFjRFpNNjZlZlZVRmpMb284Zz09&from=addon>

Meeting ID: 834 9120 6530 Passcode: 682653 Telephone: 1 719 359 4580

, there were present:

- Thomas Stahl
- Mark Tekavec
- Robert Miller
- vacant
- vacant

Also present was Dianne Miller, Sonja Steele and Rhonda Bilek of Miller Law pllc (“District Counsel”); Janece Soendker, CPA of CliftonLarsonAllen LLP

District Counsel reported that, prior to the meeting, legal counsel had notified each of the directors of the date, time and place of this meeting and the purpose for which it was called. District Counsel further reported that this is a special meeting of the Board of Directors of the District and that the notice of the meeting was posted within the boundaries of the District, and to the best of their knowledge, remains posted to the date of this meeting.

Thereupon, Director Tekavec introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT, CITY OF DENVER, COUNTY OF DENVER, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023.

WHEREAS, the Board of Directors (the “Board”) of the Mile High Business Center Metropolitan District (the “District”) has authorized its treasurer and legal counsel to prepare and submit a proposed budget to said governing body no later than October 15, 2022; and

WHEREAS, the proposed 2023 budget has been submitted to the Board for its consideration; and

WHEREAS, upon due and proper notice, posted in accordance with Colorado law and published on October 24, 2022 in The Denver Post, said proposed budget was open for inspection by the public at a designated place, a public hearing was held at 10:00 a.m. on Wednesday, November 2, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT, DENVER, COLORADO, AS FOLLOWS:

Section 1. Summary of 2023 Revenues and 2023 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2023, as more specifically set forth in the budget attached hereto, are accepted, and approved.

Section 2. Adoption of Budget. That the budget as submitted, or as amended, and attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2023.

Section 3. 2023 Levy of General Property Taxes. That the foregoing budget indicates that the amount of money necessary to balance the budget for the General Fund for operating expenses is \$345,303.00, and that the 2022 valuation for assessment, as certified by the Denver County Assessor, is \$34,530,350.00. That for the purposes of meeting all general operating expenses of the District during the 2023 budget year, there is hereby levied a tax of 10.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2022.

Section 4. 2023 Levy of Debt Retirement Expenses. That the foregoing budget indicates that the amount of money necessary to balance the budget for the Debt Service Fund for debt retirement expense is \$565,987.00 and that the 2022 valuation for assessment, as certified by the Denver County Assessor, is \$34,530,350.00. That for the purposes of meeting all debt retirement expenses of the District during the 2023 budget year, there is hereby levied a tax of 16.391 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2022.

Section 5. Certification to Board of County Commissioners. That the attorney, accountant, or manager for the District is hereby authorized and directed to certify to the Denver County Board of County Commissioners, no later than December 15, 2022, the mill levies for the District hereinabove determined and set. That said certification shall be substantially in the same form as attached hereto and incorporated herein by this reference.

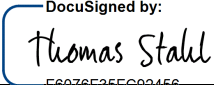
Section 6. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 7. Budget Certification. That the Budget shall be certified by the Secretary/Treasurer of the District and made a part of the public records of the District.

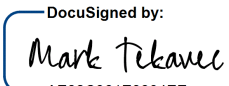
The foregoing Resolution was seconded by Director Miller.

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 2, 2022.

MILE HIGH BUSINESS CENTER METROPOLITAN
DISTRICT

By: 
F6076F35FC92456...
Thomas Stahl, President

ATTEST:


AE02C001E0004EE...
Mark Tekavec, Secretary/Treasurer

STATE OF COLORADO
COUNTY OF DENVER
MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT

I, Mark Tekavec, hereby certify that I am a director and the duly elected and qualified Secretary/Treasurer of the MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT (the "District"), and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District adopted at a meeting of the Board of Directors of the District held via teleconference/zoom on Wednesday, November 2, 2022, via <https://us02web.zoom.us/j/83491206530pwd=cHhZcWFjRmNNjZlZlZVRmpMb284Zz09&from=addon> Meeting ID: 834 9120 6530 Passcode: 682653 Telephone: 1 719 359 4580 as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2023; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name on November 2, 2022.

DocuSigned by:

AE82C961E8804EE...

Mark Tekavec, Secretary/Treasurer

EXHIBIT A
BUDGET DOCUMENT & BUDGET MESSAGE

MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
2023 BUDGET

MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2023

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 952,370	\$ 1,132,137	\$ 1,368,198
REVENUE			
Property taxes	944,893	889,147	911,291
Specific ownership tax	46,491	44,438	45,565
Interest income	717	12,000	24,000
Total revenue	<u>992,101</u>	<u>945,585</u>	<u>980,856</u>
Total funds available	<u>1,944,471</u>	<u>2,077,722</u>	<u>2,349,054</u>
EXPENDITURES			
General Fund	240,496	135,282	274,590
Debt Service Fund	571,838	574,242	579,000
Total expenditures	<u>812,334</u>	<u>709,524</u>	<u>853,590</u>
Total expenditures and transfers out requiring appropriation	<u>812,334</u>	<u>709,524</u>	<u>853,590</u>
ENDING FUND BALANCES	<u>\$ 1,132,137</u>	<u>\$ 1,368,198</u>	<u>\$ 1,495,464</u>
EMERGENCY RESERVE	\$ 10,800	\$ 10,400	\$ 10,900
AVAILABLE FOR OPERATIONS	911,696	1,121,727	1,209,941
TOTAL RESERVE	<u>\$ 922,496</u>	<u>\$ 1,132,127</u>	<u>\$ 1,220,841</u>

No assurances provided. See summary of significant assumptions.

**Mile High Business Center Metropolitan District
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/23

ACTUAL	ESTIMATED	BUDGET
2021	2022	2023

ASSESSED VALUATION - Denver County

Commercial	\$ 32,613,740	\$ 29,078,870	\$ 29,078,840
State assessed	-	-	56,200
Vacant land	-	-	30
Personal property		4,597,970	5,395,280
Certified Assessed Value	\$ 32,613,740	\$ 33,676,840	\$ 34,530,350

MILL LEVY

General	10.000	10.000	10.000
Debt Service	16.391	16.391	16.391
Total mill levy	26.391	26.391	26.391

PROPERTY TAXES

General	\$ 326,137	\$ 336,768	\$ 345,304
Debt Service	534,572	551,997	565,987
Levied property taxes	860,709	888,765	911,291
Adjustments to actual/rounding	24	(29)	-
Refunds and abatements	84,160	411	-
Budgeted property taxes	\$ 944,893	\$ 889,147	\$ 911,291

BUDGETED PROPERTY TAXES

General	\$ 358,036	\$ 336,913	\$ 345,304
Debt Service	586,857	552,234	565,987
	\$ 944,893	\$ 889,147	\$ 911,291

No assurances provided. See summary of significant assumptions.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 804,523	\$ 922,496	\$ 1,132,127
REVENUE			
Property taxes	358,036	336,913	345,304
Interest income	433	8,000	18,000
Total revenue	<u>358,469</u>	<u>344,913</u>	<u>363,304</u>
Total funds available	<u>1,162,992</u>	<u>1,267,409</u>	<u>1,495,431</u>
EXPENDITURES			
General and administrative			
Accounting	19,860	21,000	24,150
Auditing	5,600	5,900	6,250
County Treasurer's fee	3,581	3,368	3,453
Dues and licenses	809	789	1,000
Insurance and bonds	2,544	2,543	2,750
District management	21,000	30,000	30,000
Legal services	12,000	16,500	18,500
Miscellaneous	3	50	1,000
Election expense	-	2,655	49,500
City review fee	3,000	3,000	3,000
Contingency	-	-	7,737
Operations and maintenance			
Landscaping	23,636	30,000	35,000
Tree replacement	31,456	-	3,000
Utility - Electricity	152	175	250
Irrigation - Water	12,519	12,000	13,000
Drainage pond maintenance	104,310	7,275	75,000
Storm Drainage	26	27	1,000
Total expenditures	<u>240,496</u>	<u>135,282</u>	<u>274,590</u>
Total expenditures and transfers out requiring appropriation	<u>240,496</u>	<u>135,282</u>	<u>274,590</u>
ENDING FUND BALANCE	<u>\$ 922,496</u>	<u>\$ 1,132,127</u>	<u>\$ 1,220,841</u>
EMERGENCY RESERVE	\$ 10,800	\$ 10,400	\$ 10,900
AVAILABLE FOR OPERATIONS	<u>911,696</u>	<u>1,121,727</u>	<u>1,209,941</u>
TOTAL RESERVE	<u>\$ 922,496</u>	<u>\$ 1,132,127</u>	<u>\$ 1,220,841</u>

No assurances provided. See summary of significant assumptions.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

1/18/23

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 147,847	\$ 209,641	\$ 236,071
REVENUE			
Property taxes	586,857	552,234	565,987
Specific ownership tax	46,491	44,438	45,565
Interest income	284	4,000	6,000
Total revenue	<u>633,632</u>	<u>600,672</u>	<u>617,552</u>
Total funds available	<u>781,479</u>	<u>810,313</u>	<u>853,623</u>
EXPENDITURES			
General and administrative			
County Treasurer's fee	5,870	5,520	5,660
Paying agent fees	-	3,000	3,000
Contingency	-	-	2,162
Debt Service			
Bond interest - Series 2017	220,968	210,722	200,178
Bond principal - Series 2017	345,000	355,000	365,000
Total expenditures	<u>571,838</u>	<u>574,242</u>	<u>579,000</u>
Total expenditures and transfers out requiring appropriation	<u>571,838</u>	<u>574,242</u>	<u>579,000</u>
ENDING FUND BALANCE	<u>\$ 209,641</u>	<u>\$ 236,071</u>	<u>\$ 274,623</u>

No assurances provided. See summary of significant assumptions.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized by Court Order in December 2005, and held its organizational meeting on January 20, 2006, to provide financing for the design, acquisition, installation and construction of streets, traffic and safety controls, water, sewer, and storm drainage facilities, and park and recreation. The District's service area is located entirely within the city of Denver (the "City"), Colorado. The District is responsible for management of the construction of all facilities and improvements and for operation and maintenance of all improvements not conveyed to the City. The District also provides the funding for infrastructure improvements and the tax base needed to support ongoing operations. The District was originally organized as Sand Creek Commerce Center Metropolitan District, but changed its name to Mile High Business Center Metropolitan District during 2006.

On November 1, 2005, District voters approved authorization to increase property tax up to \$5,000,000, annually, as necessary, to pay for the operations and maintenance expenditures of the District. Debt authorization was approved in the amount of \$65,000,000 for the above listed facilities, \$13,000,000 for refunding debt, and \$5,000,000 for the cost of operating and maintaining the District's systems. Additionally, amounts were authorized for intergovernmental contracts of \$26,000,000. The election also provided for intergovernmental agreements as multi-fiscal year obligations and allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20 of the Colorado constitution or any other law. However, within the service plan for the District, the total debt that the District is permitted to issue shall not exceed \$13,000,000. Additionally, the service plan limits the mill levy to 50 mills for debt service. The service plan also limits 15 mills for operation and maintenance costs for the first five years of the District's existence and 10 mills thereafter, unless a higher mill levy for operation and maintenance costs is approved by the City.

The District has no employees and all services are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on the historical average interest rate.

Expenditures

Administrative Expenditures

Administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance and other administrative expenses.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.0% of property tax collections.

Debt and Leases

On December 21, 2017 the District issued Series 2017 Unlimited Tax General Obligation Refunding and Improvement Loan in the amount of \$8,425,000 to repay the outstanding Series 2007 and Series 2010 Bonds, as well as \$2,100,000 in new cash to fund infrastructure costs and repay developer advances. The Series 2017 Loan bears interest at 2.970% with a maturity date of December 1, 2037.

The District's current debt service schedule is attached.

The District has no operating or capital leases.

Reserves

The District has provided for an emergency reserve equal to at least 3% of the fiscal year spending for 2023, defined under TABOR.

This information is an integral part of the accompanying budget.

**MILE HIGH METROPOLITAN DISTRICT
SCHEDULE OF DEBT MATURITY**

**\$8,425,000 Unlimited tax General Obligation
Refunding and Improvement Loan
Series 2017 - Dated December 21, 2017
Interest Rate 2.970%
Principal Payable December 1
Interest Payable June 1 and December 1**

Year (December 1)	Principal	Interest	Total
2023	\$ 365,000	\$ 200,178	\$ 565,178
2024	375,000	189,338	564,338
2025	385,000	178,200	563,200
2026	395,000	166,766	561,766
2027	410,000	155,034	565,034
2028	420,000	142,857	562,857
2029	435,000	130,383	565,383
2030	445,000	117,464	562,464
2031	460,000	104,247	564,247
2032	475,000	90,585	565,585
2033	485,000	76,478	561,478
2034	500,000	62,073	562,073
2035	515,000	47,223	562,223
2036	530,000	31,928	561,928
2037	545,000	16,187	561,187
	<u>\$ 6,740,000</u>	<u>\$ 1,708,938</u>	<u>\$ 8,448,938</u>

The District may make prepayments, not to exceed \$250,000 annually, after December 1, 2024 without fees or penalty.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of DENVER COUNTY, Colorado.

On behalf of the MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT,
(taxing entity)^A

the BOARD OF DIRECTORS
(governing body)^B

of the MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 34,530,350 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 34,530,350 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: 12/05/2022 for budget/fiscal year 2023.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	10.000 mills	\$ 345,303
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	10.000 mills	\$ 345,303
3. General Obligation Bonds and Interest ^J	16.391 mills	\$ 565,987
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	26.391 mills	\$ 911,290

Contact person: Mark Tekavec Daytime phone: (303) 779-5710
(print)

Signed: _____ Title: Board Member

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	<u>Refund Series 2007 & 2010 General Obligation Bonds</u>
	Series:	<u>Series 2017 General Obligation Refunding and improvement loan</u>
	Date of Issue:	<u>December 21, 2017</u>
	Coupon Rate:	<u>2.97%</u>
	Maturity Date:	<u>December 1, 2037</u>
	Levy:	<u>16.391</u>
	Revenue:	<u>\$565,987</u>

2.	Purpose of Issue:	_____
	Series:	_____
	Date of Issue:	_____
	Coupon Rate:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

CONTRACTS^K:

3.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

4.	Purpose of Contract:	_____
	Title:	_____
	Date:	_____
	Principal Amount:	_____
	Maturity Date:	_____
	Levy:	_____
	Revenue:	_____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Exhibit B
2022 Audited Financial Statements
Mile High Business Center Metropolitan District

**MILE HIGH BUSINESS CENTER
METROPOLITAN DISTRICT
City and County of Denver, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2022

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Mile High Business Center Metropolitan District
City and County of Denver, Colorado

Opinions

We have audited the financial statements of the governmental activities and each major fund of Mile High Business Center Metropolitan District (the District) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of December 31, 2022, and the respective changes in financial position thereof, and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate to those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary and other information (together, the information) as identified in the table of contents is presented for the purposes of additional analysis and legal compliance and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Fiscal Focus Partners, LLC

Arvada, Colorado
May 9, 2023

BASIC FINANCIAL STATEMENTS

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2022**

	Governmental Activities
ASSETS	
Cash and Investments	\$ 1,152,004
Cash and Investments - Restricted	254,373
Property Taxes Receivable	911,290
Receivable from Country Treasurer	2,829
Prepaid Expenses	495
Capital Assets:	
Capital Assets, Net of Depreciation	208,278
Total Assets	2,529,269
LIABILITIES	
Accounts Payable	15,504
Accrued Interest Payable	16,682
Noncurrent Liabilities:	
Due Within One Year	365,000
Due in More Than One Year	6,375,000
Total Liabilities	6,772,186
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	911,290
Total Deferred Inflows of Resources	911,290
NET POSITION	
Net Investment in Capital Assets	208,278
Restricted For:	
Emergency Reserves	10,700
Debt Service	229,820
Unrestricted	(5,603,005)
Total Net Position	\$ (5,154,207)

See accompanying Notes to Basic Financial Statements.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
FUNCTIONS/PROGRAMS	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary Government:					
Governmental Activities:					
General Government	\$ 146,859	\$ -	\$ -	\$ -	\$ (146,859)
Interest and Related Costs on Long-Term Debt	215,169	-	-	-	(215,169)
Total Governmental Activities	\$ 362,028	\$ -	\$ -	\$ -	(362,028)
 GENERAL REVENUES					
Property Taxes					889,147
Specific Ownership Taxes					45,297
Net Investment Income					29,758
Total General Revenues					964,202
 CHANGE IN NET POSITION					
Net Position - Beginning of Year					(5,756,381)
 NET POSITION - END OF YEAR					
					\$ (5,154,207)

See accompanying Notes to Basic Financial Statements.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 1,152,004	\$ -	\$ 1,152,004
Cash and Investments - Restricted	10,700	243,673	254,373
Property Tax Receivable	345,303	565,987	911,290
Receivable from County Treasurer	-	2,829	2,829
Prepaid Insurance	495	-	495
	<u>\$ 1,508,502</u>	<u>\$ 812,489</u>	<u>\$ 2,320,991</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 15,504	\$ -	\$ 15,504
Total Liabilities	<u>15,504</u>	<u>-</u>	<u>15,504</u>
DEFERRED INFLOWS OF RESOURCES			
Property Tax Revenue	345,303	565,987	911,290
Total Deferred Inflows of Resources	<u>345,303</u>	<u>565,987</u>	<u>911,290</u>
FUND BALANCES			
Nonspendable For:			
Prepaid Expenses	495	-	495
Restricted For:			
Emergency Reserves	10,700	-	10,700
Debt Service	-	246,502	246,502
Unassigned	1,136,500	-	1,136,500
Total Fund Balances	<u>1,147,695</u>	<u>246,502</u>	<u>1,394,197</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 1,508,502</u>	<u>\$ 812,489</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital Assets, Net 208,278

Long-term liabilities, including bonds payable and interest payable, are not due and payable in the current period and, therefore, are not reported in the funds.

Bonds Payable (6,740,000)
Accrued Bond Interest (16,682)

Net Position of Governmental Activities \$ (5,154,207)

See accompanying Notes to Basic Financial Statements.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022**

	General	Debt Service	Total Governmental Funds
REVENUES			
Property Taxes	\$ 336,913	\$ 552,234	\$ 889,147
Specific Ownership Taxes	-	45,297	45,297
Net Investment Income	19,381	10,377	29,758
Total Revenues	<u>356,294</u>	<u>607,908</u>	<u>964,202</u>
EXPENDITURES			
Current:			
Accounting	20,781	-	20,781
Audit	5,900	-	5,900
County Treasurer's Fees	3,371	5,525	8,896
City Review Fee	3,000	-	3,000
Election	2,737	-	2,737
Insurance	2,543	-	2,543
District Management	30,000	-	30,000
Dues and Subscriptions	789	-	789
Irrigation Water	10,165	-	10,165
Landscape Maintenance	36,894	-	36,894
Legal	14,717	-	14,717
Storm Drainage	50	-	50
Utilities	146	-	146
Miscellaneous	2	-	2
Debt Service:			
Bond Interest - Series 2017	-	210,522	210,522
Bond Principal - Series 2017	-	355,000	355,000
Total Expenditures	<u>131,095</u>	<u>571,047</u>	<u>702,142</u>
NET CHANGE IN FUND BALANCES	225,199	36,861	262,060
Fund Balances - Beginning of Year	<u>922,496</u>	<u>209,641</u>	<u>1,132,137</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 1,147,695</u></u>	<u><u>\$ 246,502</u></u>	<u><u>\$ 1,394,197</u></u>

See accompanying Notes to Basic Financial Statements.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 YEAR ENDED DECEMBER 31, 2022**

Net Change in Fund Balances - Governmental Funds \$ 262,060

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense, the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Depreciation (15,764)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Loan Principal Payment 355,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Loan Interest - Change in Liability 878

Changes in Net Position of Governmental Activities \$ 602,174

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
GENERAL FUND –
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 336,768	\$ 336,913	\$ 145
Net Investment Income	1,000	19,381	18,381
Total Revenues	<u>337,768</u>	<u>356,294</u>	<u>18,526</u>
EXPENDITURES			
Accounting	27,500	20,781	6,719
Audit	6,000	5,900	100
County Treasurer's Fees	3,368	3,371	(3)
City Review Fee	3,000	3,000	-
Election	1,500	2,737	(1,237)
Insurance	3,000	2,543	457
District Management	30,000	30,000	-
Dues and Subscriptions	850	789	61
Irrigation Water	8,000	10,165	(2,165)
Landscape Maintenance	22,000	36,894	(14,894)
Drainage Pond Maintenance	50,000	-	50,000
Legal	10,000	14,717	(4,717)
Storm Drainage	1,000	50	950
Utilities	230	146	84
Miscellaneous	1,000	2	998
Contingency	8,552	-	8,552
Total Expenditures	<u>176,000</u>	<u>131,095</u>	<u>44,905</u>
NET CHANGE IN FUND BALANCE	161,768	225,199	63,431
Fund Balance - Beginning of Year	<u>970,251</u>	<u>922,496</u>	<u>(47,755)</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 1,132,019</u></u>	<u><u>\$ 1,147,695</u></u>	<u><u>\$ 15,676</u></u>

See accompanying Notes to Basic Financial Statements.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 1 DEFINITION OF REPORTING ENTITY

Mile High Business Center Metropolitan District (the District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by order and decree of the District Court for the city and County of Denver in November 2005 and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located entirely within the city and County of Denver, Colorado. The District was established to provide financing for the design, acquisition, installation, and construction of water, sanitation, streets, safety protection and park and recreation facilities. Upon the completion of the infrastructure improvements, the District anticipates dedicating most of the improvements to the city or to such other governmental entity as appropriate. The District also provides the funding for infrastructure improvements and the tax base needed to support ongoing operations.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District has no employees, and all operations and administrative functions are contracted.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the assets, deferred outflow of resources, liabilities, and deferred inflow of resources of the District is reported as net position.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Capital Assets

Capital assets, which include property and equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Assets included in construction in progress that the District will convey to other entities are not included in the calculation of net investment in capital assets.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Streets	20 Years
---------	----------

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance (Continued)

Assigned Fund Balance – The portion of fund balance that is constrained by the government’s intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District’s practice to use the most restrictive classification first.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2022, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 1,152,004
Cash and Investments - Restricted	254,373
Total Cash and Investments	\$ 1,406,377

Cash and investments as of December 31, 2022, consist of the following:

Deposits with Financial Institutions	\$ 20,197
Investments	1,386,180
Total Cash and Investments	\$ 1,406,377

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2022, the District’s cash deposits had a bank balance and a carrying balance of \$20,197.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2022, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted-Average Under 60 Days	\$ 1,386,180
Total		<u>\$ 1,386,180</u>

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers two portfolios – CSAFE CASH FUND and CSAFE CORE. CSAFE CASH FUND operations similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds and highest rated commercial paper, any security allowed under CRS 24-75-601. CSAFE CORE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$2.00 transactional share price. CSAFE CORE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for CSAFE’s portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE’s investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian’s internal records segregate investments owned by CSAFE. CSAFE CASH FUND is rated AAmmf and CSAFE CORE is rated AAAf/S1 by Fitch Ratings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE using the amortized cost method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2022 follows:

	Balance - December 31, 2021	Additions	Retirements	Balance - December 31, 2022
Governmental Activities				
Capital Assets, Being				
Depreciated:				
Streets - East Shared Drive	\$ 315,276	\$ -	\$ -	\$ 315,276
Total Capital Assets, Being				
Depreciated	315,276	-	-	315,276
Less Accumulated Depreciation				
For:				
Streets - East Shared Drive	(91,234)	(15,764)	-	(106,998)
Total Accumulated				
Depreciation	(91,234)	(15,764)	-	(106,998)
Total Capital Assets, Being				
Depreciated, Net	\$ 224,042	\$ (15,764)	\$ -	\$ 208,278

Depreciation expense was charged to the governmental operations of the District for the year ended December 31, 2022.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS

The District's outstanding long-term obligations at December 31, 2022, were as follows:

	Balance - December 31, 2021	Additions	Reductions	Balance - December 31, 2022	Due Within One Year
Notes / Loans / Bonds From Direct Borrowing and Direct Placement: General Obligation Refunding and Improvement Loan Series 2017	\$ 7,095,000	\$ -	\$ 355,000	\$ 6,740,000	\$ 365,000
Total	<u>\$ 7,095,000</u>	<u>\$ -</u>	<u>\$ 355,000</u>	<u>\$ 6,740,000</u>	<u>\$ 365,000</u>

The details of the District's long-term obligations are as follows:

\$8,425,000 General Obligation Refunding and Improvement Loan, Series 2017, was issued on December 21, 2017, in the original amount of \$8,425,000. The loan matures on December 1, 2037, with principal payments starting at \$325,000 on December 1, 2018. The loan bears interest at 2.97%, payable semiannually on June 1 and December 1. The loan may be prepaid prior to maturity, at the option of the District, in part, in any amount not exceeding \$250,000 annually on any principal payment date with no penalty. The loan may be prepaid prior to the maturity date, in whole but not in part, on or after December 1, 2024 at a prepayment price equal to the sum of the loan balance plus accrued interest thereon with no prepayment fee. The District will give the lender at least 10 days' notice prior to any prepayment.

The occurrence or existence of any one or more of the following events shall be an Event of Default:

- (a) The District fails to pay the principal and interest on the loan when due;
- (b) The District fails or refuses to impose the Required Mill Levy or to apply the Pledged Revenue as required;
- (c) The District defaults in the performance or observation of any of the covenants, agreements, or conditions on the part of the District and fails to remedy the same after notice; or
- (d) The District files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the loan.

Acceleration of the Series 2017 Loan shall not be a remedy for any default or Event of Default unless the bank has directed such acceleration.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

The District's long-term obligations will mature as follows:

<u>Year Ending December 31,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 365,000	\$ 200,178	\$ 565,178
2024	375,000	189,338	564,338
2025	385,000	178,200	563,200
2026	395,000	166,766	561,766
2027	410,000	155,034	565,034
2028-2032	2,235,000	585,536	2,820,536
2033-2037	2,575,000	233,889	2,808,889
Total	<u>\$ 6,740,000</u>	<u>\$ 1,708,941</u>	<u>\$ 8,448,941</u>

Authorized Debt

On November 1, 2005, a majority of the qualified electors of the District who voted in the election authorized the issuance of indebtedness in an amount not to exceed \$109,000,000 at an interest rate not to exceed 18% per annum:

	<u>Authorized November 1, 2005 Election</u>	<u>Series 2007 Authorization Used</u>	<u>Series 2010 Authorization Used</u>	<u>Series 2017 Authorization Used</u>	<u>Remaining at December 31, 2022</u>
Street Improvement, Traffic and Safety Controls	\$ 13,000,000	\$ 1,095,447	\$ 1,334,234	\$ 944,297	\$ 9,626,022
Water Supply System	13,000,000	1,304,512	605,788	286,811	10,802,889
Storm and Sanitary System	13,000,000	2,600,041	1,044,978	632,598	8,722,383
Parks and Recreation Facilities	13,000,000	-	-	149,920	12,850,080
Traffic and Safety	13,000,000	-	-	86,374	12,913,626
Debt Refunding	13,000,000	-	-	6,325,000	6,675,000
Intergovernmental Contracts	13,000,000	-	-	-	13,000,000
Reimbursement	13,000,000	-	-	-	13,000,000
Operations and Maintenance	5,000,000	-	-	-	5,000,000
Total	<u>\$ 109,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ 2,985,000</u>	<u>\$ 8,425,000</u>	<u>\$ 92,590,000</u>

Per the Service Plan, the general obligation debt of the District shall not exceed \$13,000,000. In addition, the maximum debt service mill levy for the District is 50 mills, as adjusted for changes in the ratio of actual value to assessed value of property within the District.

No changes to the ratio have occurred and the maximum mill levy for the debt service remains 50 mills. A maximum of 15 mills may be levied for operation and maintenance costs for the first five years and 10 mills thereafter.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2022, the District had net investment in capital assets calculated as follows:

Net Investment in Capital Assets:	
Capital Assets, Net	<u>\$ 208,278</u>

Restricted net position consists of assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2022, as follows:

	<u>Governmental Activities</u>
Restricted Net Position:	
Emergency Reserves	\$ 10,700
Debt Service	229,820
Total Restricted Net Position	<u>\$ 240,520</u>

The District has a deficit in unrestricted net position. This deficit amount is a result of the District being responsible for the repayment of bonds issued for public improvements, which were transferred to other governments for ownership and maintenance.

NOTE 7 RELATED PARTY

The members of the Board of Directors are employees, owners, or are otherwise associated with Colliers International and may have conflicts of interest in dealing with the District. During 2022, the District paid Colliers International \$30,000.

NOTE 8 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in the past fiscal year.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 8 RISK MANAGEMENT (CONTINUED)

The District pays annual premiums to the Pool for liability, property and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 9 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On November 1, 2005, District voters passed an election question to increase property taxes \$5,000,000 annually to pay the District's operational and maintenance costs, without regard to any limitations under TABOR.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
DEBT SERVICE FUND –
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 551,997	\$ 552,234	\$ 237
Specific Ownership Taxes	44,438	45,297	859
Net Investment Income	350	10,377	10,027
Total Revenues	<u>596,785</u>	<u>607,908</u>	<u>11,123</u>
EXPENDITURES			
Debt Service:			
County Treasurer's Fees	5,520	5,525	(5)
Bond Interest - Series 2017	210,722	210,522	200
Bond Principal - Series 2017	355,000	355,000	-
Paying Agent Fees	3,000	-	3,000
Contingency	2,758	-	2,758
Total Expenditures	<u>577,000</u>	<u>571,047</u>	<u>5,953</u>
NET CHANGE IN FUND BALANCE	19,785	36,861	17,076
Fund Balance - Beginning of Year	<u>203,263</u>	<u>209,641</u>	<u>6,378</u>
FUND BALANCE - END OF YEAR	<u>\$ 223,048</u>	<u>\$ 246,502</u>	<u>\$ 23,454</u>

OTHER INFORMATION

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2022**

<u>Loan and Interest Maturing in the Year Ending December 31,</u>	\$8,425,000 General Obligation Loan Dated December 21, 2017 Interest rate 2.97%		
	Total Requirements		
	<u>Interest due Semi-annually, Principal due December 1</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 365,000	\$ 200,178	\$ 565,178
2024	375,000	189,338	564,338
2025	385,000	178,200	563,200
2026	395,000	166,766	561,766
2027	410,000	155,034	565,034
2028	420,000	142,857	562,857
2029	435,000	130,383	565,383
2030	445,000	117,464	562,464
2031	460,000	104,247	564,247
2032	475,000	90,585	565,585
2033	485,000	76,478	561,478
2034	500,000	62,073	562,073
2035	515,000	47,223	562,223
2036	530,000	31,928	561,928
2037	545,000	16,187	561,187
Total	<u>\$ 6,740,000</u>	<u>\$ 1,708,941</u>	<u>\$ 8,448,941</u>

NOTE: The Loan may be prepaid prior to maturity on or before December 1, 2024.

**MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2022**

<u>Year Ended December 31,</u>	Prior Year Assessed Valuation for Current Year Property Tax Levy	<u>Mills Levied for</u>		<u>Property Taxes</u>		Percent Collected to Levied
		<u>General</u>	<u>Debt Service</u>	<u>Levied</u>	<u>Collected</u>	
2018	\$ 26,970,550	9.952	20.048	\$ 809,117	\$ 809,117	100.0 %
2019	26,566,800	9.952	20.048	797,004	797,788	100.1
2020	31,341,390	10.000	16.391	827,131	820,877	99.2
2021	32,613,740	10.000	16.391	860,709	944,893	109.8
2022	33,676,840	10.000	16.391	888,765	889,147	100.0
Estimated for the Year Ending December 31, 2023	\$ 34,530,350	10.000	16.391	\$ 911,290		

NOTE: Periodically, the District may receive delinquent, abated or refunded taxes for prior years. These are recorded in the year received. The additional tax receipt in 2021 is due to a personal property tax audit by the State Treasury.

Exhibit C

**Current Contracts for Services or Construction to the
Manager of Public Works**

Mile High Business Center Metropolitan District

**ADDENDUM TO ENGAGEMENT LETTER
BETWEEN
MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
AND CLIFTONLARSONALLEN LLP**

THIS ADDENDUM TO ENGAGEMENT LETTER BETWEEN MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT AND CLIFTONLARSONALLEN LLP (the "Addendum") is entered into to become effective as of November 22, 2017, by and between the MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and CLIFTONLARSONALLEN, LLP, a limited liability partnership (the "Consultant"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and exist in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of providing of certain public improvements, facilities and services, to and for the use and benefit of its inhabitants and/or taxpayers; and

WHEREAS, the Board of Directors of the District is granted certain powers to assist in the carrying out of the purposes of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, pursuant to § 32-1-1001(1)(i), the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District has retained the Consultant to provide certain services, the terms and conditions for which have been memorialized in an Engagement Letter dated November 14, 2017 (the "Engagement Letter"), attached hereto and made a part hereof; and

WHEREAS, the Parties wish to enter into this Addendum to incorporate certain additional provisions that were not otherwise included in the Engagement Letter.

THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereto agree as follows:

1. **ADDENDUM.** The terms of this Addendum shall be considered to be merged and incorporated into the Engagement Letter and together shall be read as the whole agreement between the Parties regarding the matters described herein and therein. For purposes herein, the term "Agreement" shall be considered to refer to, collectively, the Engagement Letter and this Addendum. In the event of any conflict between the Engagement Letter and this Addendum, the terms of this Addendum shall govern.

2. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Consultant's agents, contractors, sub-contractors or employees. Neither the Consultant nor any of its agents, contractors, sub-contractors or employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The Consultant has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. The agents, contractors, sub-contractors and employees who assist the Consultant in the performance of the services provided under this Agreement shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries and other amounts due its agents, contractors, sub-contractors and employees in connection with the performance of all services provided under this Agreement and shall be responsible for all reports and obligations respecting such agents, contractors, sub-contractors and employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control its agents, contractors, sub-contractors and employees. The Consultant has sole authority and responsibility as principal for its agents, employees and all others it hires to perform or assist in performing the services provided under this Agreement, if any. **The Consultant is not entitled to worker's compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

3. **INDEMNIFICATION.** The Consultant agrees, to the fullest extent permitted by law, to indemnify the District and each of its directors, officers, agents and employees against all damages, liabilities, costs and losses, including reasonable attorney's fees and defense costs, arising from the intentional misconduct, negligent acts, errors or omissions of the Consultant or its sub-consultants in the performance of professional services under this Addendum. The Consultant is not obligated to indemnify the District for the District's own negligence or intentional misconduct. The Consultant's defense obligation will be satisfied by reimbursement of the District's attorney's fees to the extent the Consultant is found liable for the claims covered by this indemnity. This indemnification obligation shall survive the expiration or termination of this Agreement.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

4. ILLEGAL ALIENS:

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subconsultant that knowingly employs or contracts with an illegal alien to perform under the Agreement. The Consultant represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

B. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not: (i) knowingly employ or contract with an illegal alien to perform work under the Agreement; or (ii) enter into a contract with a subconsultant that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

C. The Consultant represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Consultant is not accepted into the E-Verify Program prior to entering into this Agreement the Consultant shall apply to participate in the E-Verify Program every three (3) months until the Consultant is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Consultant shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

E. If the Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(i) Notify the subconsultant and the District within three (3) days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

(ii) Terminate the contract with the subconsultant if, within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subconsultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

G. If the Consultant violates any provision of this Agreement or §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

5. **DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Consultant expressly understands and agrees that the District's obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the District and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of District funds.

6. **WORK PRODUCT.** The District acknowledge the Consultant's documents prepared pursuant to this Agreement, including but not limited to, all plans, drawings, specifications, reports, electronic files and other documents are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the District upon completion of the services or termination of this Agreement, which ever occurs first, and the payment in full of all monies due to the Consultant. The District shall not reuse or make any modification to the Consultant's documents, other than for the purposes for which the work was intended, without the prior review and written authorization of the Consultant. The Consultant shall maintain copies on file of Consultant's documents involved in the services provided under this Agreement for five (5) years, shall make them available for the District's use and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the five (5) years during which the Consultant must retain copies of Consultant's documents involved in the services provided under this Agreement, the District may obtain copies of the Consultant's documents by paying printing or reproduction costs as set forth above.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the services and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both the Consultant and the District.

8. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

9. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10. **CONFLICTS OF INTEREST.** Except as otherwise disclosed, to the best of the Consultant's knowledge and belief, neither the Consultant nor any sub-consultant has other interests which conflict with the interests of the District. The Consultant shall make written inquiry of all of its sub-consultants, if any, concerning the existence of or potential for such conflict and disclose those to the District. At its discretion, the District may grant a written waiver for a particular employee or sub-consultant.

11. **SEVERABILITY.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

12. **GOVERNMENTAL IMMUNITY.** Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

13. **COUNTERPART EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

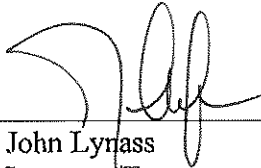
IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

**MILE HIGH BUSINESS CENTER
METROPOLITAN DISTRICT**



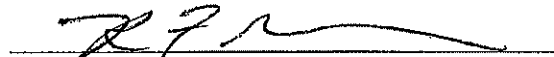
By: James Odewald
Its: President

ATTEST:



By: John Lynass
Its: Secretary/Treasurer

CLIFTONLARSONALLEN, LLP



By: Kevin Collins, CPA
Its: Principal, Outsourcing Team



CliftonLarsonAllen

CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
303-779-5710 | fax 303-779-0348
CLAcconnect.com

November 14, 2017

Mile High Business Center Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

We are pleased to serve you on this consulting engagement. The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided.

Kevin Collins will be the client partner responsible for these services to be provided to you. Dawn Herrington will also be assigned to your account. This arrangement ensures that another person you know will be familiar with your operations. It also provides a person who can substitute for Kevin should he not be available. We hope you will call either of these persons when you believe the firm can be of assistance.

We will perform the consulting procedures described below. This engagement is solely to assist the required parties in evaluating schedules prepared by D.A. Davidson & Co. (the Placement Agent) with respect to the proposed Mile High Business Center Metropolitan District, City and County of Denver, Colorado, (the District) General Obligation Refunding and Improvement Loan, Series 2017 (the Refunding Loan), and the related refunding of the District's currently outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2007, dated August 7, 2007, and Unlimited Tax General Obligation Bonds, Series 2010, dated September 30, 2010, (collectively, the Refunded Bonds).

Our engagement will be conducted in accordance with Statements on Standards for Consulting Services established by the American Institute of Certified Public Accountants. The sufficiency of the procedures conducted is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below; either for the purpose for which this report has been requested or for any other purpose. If for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

We will compare the debt maturity schedules for the Refunded Bonds, as prepared by the Placement Agent, to the original maturity schedules as shown in the Indentures of Trust authorizing the issuance of the Refunded Bonds. Our comparison will include the maturity dates, annual principal payments, interest rates, call premium and call dates.

We will recalculate the escrow payment requirements for the refunding of the Refunded Bonds up to and through the respective call dates.

We will recalculate the semi-annual cash receipts relating to the escrow securities as shown in the schedule provided by the Placement Agent and determine whether the schedule provided by the Placement Agent is mathematically accurate.



We will compare the amounts and interest rates on the escrow securities to the SLGS daily rate sheet as provided by the Bureau of the Public Debt as of the date of subscription for United States Treasury State and Local Government Securities or to trade tickets for United States Treasury Securities, and to information provided by the Placement Agent.

We will recalculate the amounts displayed as Totals and Present Values, as shown on the exhibit of proposed refunding escrow receipts and yield calculation and the exhibit of proposed debt service requirements and escrow yield limitation, and determine whether they are mathematically accurate.

We will trace the semi-annual cash receipts relating to the escrow securities and the debt service disbursements for the Refunded Bonds to the exhibit of proposed refunding escrow transactions. We will compare the beginning cash balance on the exhibit of proposed refunding escrow transactions to the exhibit of proposed schedule of sources and uses of funds, as provided by the Placement Agent, and will recalculate the arithmetical accuracy of the ending cash balance, after semi-annual receipts and disbursements.

We will compare the present value yield calculation on the escrow securities in the Refunding Escrow to the present value yield calculation on the Refunding Loan.

This letter constitutes the entire agreement regarding services to be provided to you and to the parties specified in our report and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

Because the procedures described above do not constitute an audit, we will not express an opinion on the schedules prepared by the Placement Agent. In addition, we have no obligation to perform any procedures beyond those described above.

We will submit a report listing the consulting procedures performed and our findings. This report is intended solely for the use of the District, the Placement Agent, Bond Counsel, and the Trustee, Insurer, and Rating Agency, as applicable, and should not be used by any other parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We estimate that our fee for these services will be \$3,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for this fee will be rendered upon completion of the work and is payable upon presentation.

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1½%, which is an annual percentage rate of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

This engagement is limited to that described in this letter. As such, you understand and agree that we are acting solely as accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

CliftonLarsonAllen LLP certifies that as of the date of this letter, it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. We have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. The District may terminate this Agreement if we do not comply with the provisions of C.R.S. 8-17.5 – 102(2) and we shall be liable for actual and consequential damages to the District. We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102(5).

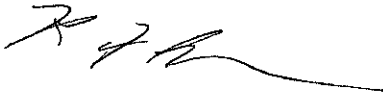
The working papers for our engagement are the sole and exclusive property of CliftonLarsonAllen LLP and constitute confidential and proprietary information. We do not provide access to our work papers to you or anyone else in the normal course of business. Should we be ordered by a valid subpoena or other appropriate court order to provide access to or copies of our work papers, you agree to reimburse us for the time and out-of-pocket expense necessary to comply with such order.

We will do our uppermost to provide quality service to you. We do not anticipate any difficulties in meeting the expectations recited in this letter. However, in the unlikely event that there are disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of the engagement, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, must be brought within one year from the date of our report, or if a report is not issued, within one year from the date of the acceptance of this letter. Any damages will be limited to the amount of fees paid to CliftonLarsonAllen LLP.

You hereby agree that the District will indemnify CliftonLarsonAllen LLP and its partners, principals and employees and hold them harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Board or any employee and/or consultant hired by the District, regardless of whether such person was acting in the best interests of the District. The foregoing indemnification agreement commitment shall be limited by and subject to the rights, defenses and limitations upon liability available to the District pursuant to Colorado Statutes.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy to confirm your understanding and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,



Kevin Collins, CPA
Principal, Outsourcing Team
303-779-5710
kevin.collins@CLAconnect.com

APPROVED:



Signature

PRESIDENT

Title

11/21/17

Date



November 9, 2022

To the Board of Directors and Management
Mile High Business Center Metropolitan District
City and County of Denver, Colorado

We are pleased to confirm our understanding of the services we are to provide Mile High Business Center Metropolitan District (the District) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If the District elects to omit the MD&A, as in prior years, our report will contain a statement that the District has omitted MD&A. The Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

We have also been engaged to report on supplementary and other information other than RSI that accompanies the District's financial statements. We will subject the following supplementary and other information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Debt Service Fund
- 2) Schedule of Debt Service Requirements to Maturity
- 3) Schedule of Assessed Valuation, Mill Levy, and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether the District's financial statements are fairly presented, in all material respects in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including

Fiscal Focus Partners, LLC

the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any nonattest services we may provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees or consultants will prepare the financial statements and all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an applicable regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fiscal Focus Partners, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an applicable regulator or its designee. The applicable regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2023, or September 30, 2023 if the District is eligible for, and management requests, an extension of time from state auditor. If the originally scheduled audit commencement date is not met due to delays in availability of required information and rescheduling is necessary, we will advise you of any change in anticipated report issuance dates. Eric Barnes will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The designated partner may change depending on scheduling and work demands. You will be advised of any change in the designated partner. Our audit engagement commences when all information necessary to conduct the audit is available and provided to us, and ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of

that new engagement will be governed by a new, specific engagement letter for that service. This engagement agreement may be cancelled by you or by us upon written notice provided at least 45 days prior to engagement commencement.

Our fee for these services will be \$6,450 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered upon completion of fieldwork and in-house review and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Contractor Certification Regarding Illegal Aliens – Public Contracts for Services

Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., we hereby certify to the District that we do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that we participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Fiscal Focus Partners, LLC who are newly hired to perform work under the Agreement.

In accordance with Section 8-17.5-102(2)(a), C.R.S., we shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- 2) Enter into a contract with a subcontractor that fails to certify to us that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

We represent and warrant that we have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

We are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If we obtain actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, we shall:

- 1) Notify the subcontractor and the District within three days that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that we shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

We shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

If we violate any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Agreement immediately and we shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by us to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to Mile High Business Center Metropolitan District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Fiscal Focus Partners, LLC

Fiscal Focus Partners, LLC

RESPONSE:

This letter correctly sets forth the understanding of Mile High Business Center Metropolitan District.

Authorized signature: DocuSigned by: Thomas Stahl Title: Thomas B. Stahl, President
F6076F35FC92456...

Date: 2/22/2023

PROPERTY MANAGEMENT AGREEMENT
BETWEEN
MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT
and
COLLIERS BENNETT & KAHNWEILER, INC.
DATE: August 23, 2021

PROPERTY MANAGEMENT AGREEMENT

This PROPERTY MANAGEMENT AGREEMENT (this “Agreement”) made as of this 23 day of August 2021, by and between MILE HIGH BUSINESS CENTER METROPOLITAN the District (the “the District”), and COLLIERS BENNETT & KAHNWEILER, INC., a Colorado corporation (“Property Manager”). The District and the Property Manager are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS the District has certain maintenance, repair and replacement obligations and responsibilities for the public improvements located within the boundaries of the District (the “Property”); and

WHEREAS the District and the Property Manager have previously entered into that certain Property Management Agreement (“2015 Agreement”), dated June 22, 2015, as amended to address such maintenance, repair and replacement obligations and responsibilities; and

WHEREAS the District and the Property Manager have determined to update and replace the 2015 Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. TERM OF AGREEMENT: The District retains and employs the Property Manager to act as the manager of the Property, commencing as of July 1, 2021 (the “Effective Date”). The Parties agree that the 2015 Agreement is terminated as of June 30, 2021 and shall be of no further force or effect except that any payments due under that 2015 Agreement shall be processed so long as they are submitted to the District on or before August 31, 2021. This Agreement shall terminate on December 31, 2021, but shall automatically renew for one-year terms unless terminated pursuant to Paragraph 13 below.

2. ANNUAL BUDGET: Property Manager shall submit to the District an annual budget (“Annual Budget”) respecting the anticipated maintenance, repairs and replacement required for the Property for the next calendar year. During the term of this Agreement, Property Manager shall prepare an Annual Budget and submit the same for the District’s review and approval no later than October 1 preceding the commencement of such calendar year. The Annual Budget shall not be placed into effect except to the extent all or portions of the Annual Budget are not approved by the District and, to the extent all or portions are not approved by the District, Property Manager shall have no duty of obligation hereunder to implement those items not approved. To the extent that the District approves and appropriates funds to cover all or portions of the Annual Budget, the funded portions shall be deemed to be the “Approved Annual Budget” and shall be implemented by Property Manager in accordance with the terms of this

Agreement. No changes or departures from an Approved Annual Budget shall be made without the mutual written consent of the District and Property Manager.

3. PROPERTY MANAGER FEE: the District agrees that Property Manager shall be paid a management fee of \$2,500 per month.

With regard to this Agreement, Property Manager hereby undertakes not to accept for its own account in the execution of its duties hereunder, any commissions, reductions, finder's fees or other concessions from tradesmen, suppliers, contractors, insurers, or tenants. If such concessions are received by Property Manager, they shall be remitted to or credited to the District forthwith after receipt.

4. SERVICES: Property Manager shall be responsible for a site visit at a minimum of once per week to review the condition of the Property and any maintenance or work performed by contractors. Should repair work be needed for asphalt, concrete, painting, etc., three bids shall be sought and discussed with the District before initiating the work. If the cost of any work is sixty thousand dollars (\$60,000) or more, the work must be bid in accordance with C.R.S. § 32-1-1001(1)(d). In addition, Property Manager shall provide the District with Quarterly Financial Reports. These services shall collectively be referred to herein as the "Services."

5. PROPERTY MANAGER'S BEST EFFORTS: Property Manager, on behalf of the District, shall use diligent efforts to manage and operate the Property consistent with the Approved Annual Budget and shall comply with the District's instructions as set forth herein or as may from time to time be provided by the District to Property Manager. Property Manager shall devote its best efforts consistent with first-class professional management to serving the District as manager of the Property and shall perform its duties hereunder in a professional, diligent, careful and vigilant manner so as to manage and maintain the exterior aspects of the Property as described in the Service for the Property as a first-class mixed use development consistent with industry standards in the locale where the Property is located. The Property Manager shall make available to the District the full benefit of the judgment, experience and advice of the members of the Property Manager's organization and staff with respect to the policies to be pursued by the District in operating the Property, and will perform such services as may be reasonably requested by the District in operating, maintaining, servicing, and improving the Property. For purposes hereof, the term "best efforts" shall mean commercially reasonable efforts and procedures for a competent and knowledgeable commercial property manager servicing first-class mixed use developments in the State of Colorado and experienced in the management of commercial buildings, but the term "best efforts" shall not in and of itself require Property Manager to act in a manner or expend sums which would not be commercially reasonable under the circumstances unless requested to do so by the District at the District's cost. In connection therewith, Property Manager shall conduct the ordinary and usual business affairs of the District relating to the Property as provided in this Agreement and shall implement, or cause to be implemented, the District's decisions. In particular, Property Manager shall have the duties and obligations set forth herein.

6. INSURANCE:

(a) **Property.** the District is responsible for insuring the Property.

(b) **Property Manager.**

(i) Property Manager shall acquire and maintain, during the entire term of this Agreement, including any extensions of the term, insurance that shall include statutory worker's compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in Subsection 7(b)(iv) below. the District and its directors, officers, employees and agents shall be named as an additional insured on Property Manager's commercial general liability insurance and automobile liability insurance. The commercial general liability insurance shall include contractual liability insurance. Any policy of insurance obtained to comply with this Section shall provide that the District shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under this Agreement. All coverages provided pursuant to this Section shall be primary and any insurance maintained by the District shall be considered excess. the District shall have the right to verify or confirm, at any time, all coverages, information or representations contained herein. All insurance companies issuing policies hereunder must carry at least an A-10 rating from A.M. Best Company or obtain a written waiver of this requirement from the District.

(ii) Prior to commencing any work under this Agreement, Property Manager shall provide the District a certificate or certificates evidencing the policies required by this Section, as well as the amounts of coverage for the respective types of coverage.

(iii) If any policy obtained by Property Manager is a claims-made policy, the following conditions shall apply: the policy shall provide Property Manager the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. Property Manager agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date this Agreement is signed by the Parties. If Property Manager purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the Parties.

(iv) Property Manager shall acquire and maintain during the entire term of the agreement, statutory workers' compensation insurance coverage, commercial general liability insurance coverage, automobile liability insurance coverage (if applicable), and professional liability insurance coverage (if applicable) in the following amounts:

A. Worker's Compensation Insurance in accordance with applicable law, including employers' liability, but not less than \$100,000/\$100,000/\$500,000.

B. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a commercial basis including, but not limited to:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. blanket contractual;
- d. broad form property damages;
- e. medical payments;
- f. independent contractors coverage.

C. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

D. Umbrella Liability with limits of not less than \$5,000,000 each Occurrence, \$5,000,000 Aggregate. Coverage must follow underlying Commercial Liability Policy, Employer's Liability and Commercial Automobile Coverage.

E. Fidelity Coverage with limits of \$50,000 naming the District as loss payee.

F. Employee Dishonesty Bond with a limit of \$1,000,000 per occurrence.

G. **All coverages specified above shall waive any right of subrogation against the District and its directors, officers and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of Property Manager, and in no way limits the right of subrogation for acts, actions, omissions or neglect of the District or others.** The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of the Property Management Agreement provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

(c) Property Manager's failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit Property Manager's liability under any provision herein. Property Manager shall be responsible for the payment of any deductibles on issued policies.

(d) **Contractor's Insurance.** Property Manager shall require that all contractors or service providers performing work or services at or for the Property have

insurance coverage, at the contractor's or service provider's expense, in the following minimum amounts:

- (i) Worker's Compensation – statutory amount;
- (ii) Employer's Liability – minimum of \$500,000 each accident; \$500,000 disease, policy limit; \$500,000 disease, per employee;
- (iii) Broad Form Commercial General Liability (naming the District and Property Manager as additional insureds) - \$1,000,000 per occurrence Combined Single Limit; \$2,000,000 aggregate (i.e., such insurance shall be broad form and shall include contractual liability, personal injury protection and completed operations coverage);
- (iv) Auto Liability (if deemed appropriate by Property Manager) - \$1,000,000 minimum; and
- (v) Property Insurance coverage for tools and equipment brought onto and/or used on any Property by the contractor – an amount equal to the replacement costs of all such tools and equipment.

Property Manager must obtain the the District's prior permission to waive any of the above requirements. Property Manager shall obtain and keep on file a certificate of insurance which shows that the contractor is so insured.

(d) **Miscellaneous:**

- (i) Vendor insurance policies shall name the District and the Property Manager as the named insured or named additional insured.
- (ii) All Insurance Companies must rate an A+ or better per A.M. Best.

7. MANAGEMENT AND MAINTENANCE OF THE PROPERTY: Property Manager agrees to cause to be made such repairs and replacements as may be necessary to maintain said exterior of Property in the condition required under this Agreement and, unless expressly approved in writing by the District, consistent with the Approved Annual Budget, including, but not limited to, the building and grounds (snow removal, landscape maintenance, detention pond maintenance/compliance, pest control, annual backflow test/certification, asphalt/concrete repair, sidewalk sweeping, graffiti cleanup, pedestrian light maintenance, banner maintenance) in good workable condition and order and in such manner that the Property may be used at all times and in its entirety for the purpose intended and to be approved for such use and purpose by the appropriate government authorities; and to negotiate for, and obtain such contracts as may be necessary for the operation and maintenance of said Property and the fulfillment of the District's obligations on the Property.

Property Manager shall do everything reasonably necessary for the proper management of the Property, including, without limitation, obtaining any necessary certificates, licenses and permits. This includes conducting periodic inspections, supervision of maintenance

and arranging for improvements, alterations and repairs as may be required within the applicable Approved Annual Budget.

No single improvement, alteration or repair costing more than Five Thousand Dollars (\$5,000.00) shall be made by Property Manager without the District's prior authorization unless prior approval is given by the District for a budgeted item within the applicable Approved Annual Budget. However, in case of an emergency requiring immediate repairs or alterations, if the District is not readily available for consultation, Property Manager shall use its good faith and reasonable discretion regarding the making of any such repairs and alterations and shall notify the District as soon as possible with respect thereto.

Property Manager shall obtain all necessary receipts, releases, waivers, discharges and assurances necessary to keep the Property free of any mechanics', laborers', materials suppliers' or vendors' liens in connection with work, materials or supplies contracted for which Property Manager contracts. Property Manager shall supervise and monitor all independent contractors, consultants, suppliers and entities retained by Property Manager for the operation, repair, maintenance and servicing of the Property or for any other activity within the scope of this Agreement.

Property Manager's obligations to expend sums pursuant to this Paragraph 6 are limited to the extent of funds that the District has agreed to provide Property Manager in order to pay the costs of the items set forth above.

8. PAYMENT OF BILLS; OPERATING EXPENSES: Property Manager agrees to submit to the District all bills for contracted services, as hereinafter provided, plus all charges against the Property for which the District may be liable, including, but not limited to, insurance, license fees, inspection fees and such other fees as governmental authorities may assess against the Property (collectively, the "Expenses"), promptly and when due and in such manner as to prevent any liens or judgments from being filed or perfected against Property Manager shall submit all approved and authorized Expenses to the District by the twenty-fifth (25th) day of each month for payment by the District at the following address:

Email directly to milehighbusinesscenter@bill.com

OR mailed to:

Mile High Business Center Metropolitan District
c/o CliftonLarsonAllen
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

The District shall review all submitted Expenses and shall have ten (10) days to object to any items listed on the Expenses. In the event the District objects to any items listed on the Expenses, the Parties shall meet and use their best efforts to determine the validity of such item(s). The District shall pay all approved Expenses within thirty (30) days of receipt from Property Manager. the District shall be responsible for payment of all real estate taxes and any

associated fees, if any. All discounts and rebates are to be accounted for to the District. In the event Property Manager fails to timely submit any such bills and assessments when due, and as a result of such failure to pay the bills and assessments, legal fees, court costs, interest or any other penalties are incurred, then Property Manager shall be liable for all such additional expense, provided, however, notice was given to Property Manager of said bill or assessment. In connection with the performance of its duties pursuant to this Paragraph 7, Property Manager shall use its best efforts to qualify for any cash and trade discounts, refunds, or credits and which, if they are in the form of cash, shall be submit them to the District. If the District is entitled to discounts from contractors and suppliers under any national or regional agreements, Property Manager shall avail itself of such national or regional agreements whenever possible.

9. MAINTENANCE OF RECORDS: Property Manager agrees to keep and maintain at all times, all necessary books and records relating to the management and operation of the Property and to prepare and render to the District monthly itemized accounts of receipts and disbursements incurred in connection with its operation and management by approximately the twenty-fifth (25th) day of each month. All financial statements and reports required by the District will be prepared in accordance with generally accepted accounting principles or with such methods as the District may from time to time request in writing. Unless the District, in writing, expressly directs, and Property Manager, in writing agrees to do so, Property Manager shall not be required to file any reports other than the rendering of said monthly statements. All books, correspondence and data pertaining to the management of the Property shall, at all times, be safely preserved. Such books, correspondence and data shall be available to the District at all reasonable times, and shall, upon the termination of this Agreement be delivered to the District in their entirety.

10. COMPLAINTS AND NOTICES:

(a) Property Manager shall handle promptly complaints and requests that are within the scope of duties of this Agreement. Property Manager shall notify the District promptly of: (i) any notice received by Property Manager or known to Property Manager of violation of any governmental requirements (and make recommendations regarding compliance therewith); (ii) any defect or unsafe condition in the Property known to Property Manager; (iii) any notice received by Property Manager or known to Property Manager of violation of covenants, conditions and restrictions affecting the Property; (iv) any fire, accident or other casualty or damage to the Property; (v) any condemnation proceedings, rezoning or other governmental order, lawsuit or threat thereof involving the Property; (vi) any violations relative to the use, repair and maintenance of the Property under governmental laws, rules, regulations, ordinances or like provisions; (vii) defaults under agreements affecting the Property; (viii) any notice from any taxing or other governmental authority; (ix) any legal notices received in connection with the Property. Property Manager shall promptly deliver to the District copies of any documentation in its possession relating to such matters. Property Manager shall keep the District reasonably informed of the status of the particular matter through the final resolution thereof. In the case of any fire or other damage to the Property or violation or alleged violation of laws respecting Hazardous Materials (as hereinafter defined), Property Manager shall immediately give notice by telephone and email thereof to the District. Property Manager shall complete all necessary and customary loss reports in connection with any fire or other damage to

the Property. Property Manager shall retain in the records it maintains for the Property, copies of all supporting documentation with reference to such notices.

(b) Property Manager shall promptly notify the District and any insurance agent the District may designate of any personal injury or property damage occurring to or claimed by third party on or with respect to the Property. Property Manager shall promptly forward to the District, with copies to any insurance agent the District may designate, any summons, subpoena or other legal document served upon Property Manager relating to the actual or alleged potential liability of the District, of Property Manager or of the Property.

(c) Should any claim, demand, suit or other legal proceeding be made or instituted by any third party against the District which arises out of any matters relating to the Property, this Agreement or Property Manager's performance hereunder, Property Manager shall give the District all pertinent information, and reasonable assistance in the defense or other disposition thereof, which reasonable assistance shall not require Property Manager to expend its own funds in connection therewith.

11. RESPONSIBILITIES OF THE DISTRICT: In consideration of the property management services to be rendered by Property Manager under this Agreement, the District agrees as follows:

(a) The District shall promptly furnish Property Manager with all documents and records reasonably required for the management of the Property, including, but not limited to, copies of service contracts in effect; as-built plans and specifications; and all applicable insurance policies which are carried by the District from time to time during the term of this Agreement and the endorsements called for herein.

(b) The District shall pay all obligations of the Property in a timely manner, including all commissions and any management fee then due.

12. UTILITY AND SERVICE CONTRACTS; AGENT'S SUPERVISION: All contracts in excess of \$5,000.00 shall be competitively bid so that Property Manager receives at least 3 competitive, written bids from reputable contractors and/or service providers for such work, material or service before contracting therefor. If the cost of any work is sixty thousand dollars (\$60,000) or more, the work must be bid in accordance with C.R.S. § 32-1-1001(1)(d). Each contract executed on behalf of Property shall have a thirty (30) day cancellation/termination provision, with no costs, fees or penalties associated therewith. Property Manager shall negotiate contracts on behalf of the District for landscaping and such other services as are, or will be, furnished to the Property as are reasonably required for the exterior operation of the Property for terms of not greater than one year, unless otherwise approved by the District in writing.

13. INDEMNIFICATION.

(a) Without limiting any indemnity provided elsewhere in this Agreement, Property Manager shall indemnify, defend, protect and hold harmless the District and the District's officers, directors, partners, members, agents, representatives and employees from and against all claims, losses and liabilities (including, without limitation, all expenses and attorneys'

fees and including, but not limited to, damage to the Property of the District which results from, arises out of or is occasioned by (a) any breach of this Agreement by Property Manager, its employees, officers, contractors, agents or representatives, (b) any act of Property Manager, its employees, officers, contractors, agents or representatives which is outside the scope of Property Manager's authority under this Agreement, or (c) the professional negligence, gross negligence, recklessness, willful misconduct, fraud or criminal acts of Property Manager, or its employees, officers, contractors, agents or representatives.

(b) **No Effect on Insurance.** Nothing in this Paragraph 12 shall be deemed to affect any Party's rights under any insurance policy procured by such Party or under which such Party is an insured or an additional insured. It is the intention of the Parties that Property Manager be included as an insured under the District's Commercial General Liability policy to cover inherent and operational hazards associated with the Property. It is thus understood that if bodily injury, property damage or personal injury liability claims are brought or made against Property Manager or the District, or both, based upon the alleged negligence of Property Manager in performing its services hereunder, which are covered by the District's Commercial General Liability Insurance, such coverage for Property Manager shall not be impaired, reduced or barred by the above indemnity provisions. All indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.

14. TERMINATION: Either Party may terminate this Agreement not-for-cause in whole or in part, by delivering to the non-terminating Party a written notice of such termination specifying the extent of termination and the effective date, not less than thirty (30) days after the date of notice. If this Agreement is terminated, Property Manager shall be paid for services satisfactorily performed prior to the designated termination date. Unless directed otherwise by the District, Property Manager shall immediately terminate all subcontracts to the extent they relate to the Services terminated.

15. OBLIGATIONS UPON TERMINATION: Upon termination of this Agreement for any reason, Property Manager shall deliver the following to the District at the District's expense on or before thirty (30) days following the termination date:

(a) a final accounting, reflecting the balance of income and expenses for the Property;

(b) any balance of monies of the District held by Property Manager with respect to the Property, net of amounts owed to Property Manager or other obligations pursuant to this Agreement; and

(c) all contracts, books and records furnished by the District, drawings, insurance policies, unpaid bills and correspondence, in Property Manager's possession at the time of termination and all other papers or documents pertaining to the Property which are the property of the District. Property Manager shall be allowed to retain originals or copies of books and records as required to comply with applicable law.

(d) Property Manager shall remove all signs, if applicable, that it may have placed at the Property containing its name.

16. NOTICES: All notices to be given hereunder by either Party to the other shall be given by personal delivery, certified or registered mail, or by a reputable overnight delivery service and shall be effective on the date of personal delivery, the third day after certification or registration thereof or the first business day after deposit with said overnight delivery service. Notices to the respective Party shall be addressed as follows:

If to Property Manager:

Colliers Bennett & Kahnweiler, Inc.
c/o Colliers International
4643 South Ulster Street
Suite 1000
Denver CO 80237

If to the District:

Mile High Business Center Metropolitan
District
c/o CliftonLarsonAllen
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Either Party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.

17. INDEPENDENT CONTRACTOR:

Property Manager is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and Property Manager's agents, contractors, sub-contractors or employees. Neither Property Manager nor any of its agents, contractors, sub-contractors or employees are or shall be deemed employees of the District. Property Manager is not, and shall not act as, the agent of the District. Property Manager has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. The agents, contractors, sub-contractors and employees who assist Property Manager in the performance of the services provided under this Agreement shall at all times be under Property Manager's exclusive direction and control and shall be employees of Property Manager and not employees of the District. Property Manager shall pay all wages, salaries and other amounts due its agents, contractors, sub-contractors and employees in connection with the performance of all services provided under this Agreement and shall be responsible for all reports and obligations respecting such agents, contractors, sub-contractors and employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Property Manager has sole authority and responsibility to employ, discharge and otherwise control its agents, contractors, sub-contractors and employees. Property Manager has sole authority and responsibility as principal for its agents, employees and all others it hires to perform or assist in performing the services provided under this Agreement, if any. **Property Manager is not entitled to worker's compensation benefits and Property Manager is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

18. PARTIAL INVALIDITY: If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. BINDING AGREEMENT: This Agreement shall be binding upon the heirs, administrators, successors and assigns of the Parties and shall be governed by the laws of the State of Colorado.

20. LEGAL FEES: Property Manager and the District agree that in the event of any action or proceeding brought by one against the other under this Agreement the prevailing Party will be entitled to fair and reasonable legal fees as determined by the court.

21. TIME OF THE ESSENCE: Time shall be of the essence herein.

22. BANKRUPTCY: If a petition in bankruptcy is filed by or against the District, or if the District makes an assignment for the benefit of creditors or takes advantage of any insolvency act or proceeding, the Property Manager may cancel this Agreement upon ten (10) days notice in writing to the District.

23. COMPLIANCE WITH LAWS: Property Manager shall not knowingly violate any applicable laws, ordinances, rules, regulations, requirements or orders of any federal, state, municipal, or other governments in performing its services under this Agreement and Property Manager shall use reasonable diligence to comply with any and all such laws, ordinances, rules, regulations, requirements and orders in performing its services at the Property. Property Manager shall promptly notify the District of any known violation of any federal, state, municipal, or other governmental law, ordinance, rule, regulation, requirement or order due to the structure, operation or condition of the Property or the use thereof by any occupant or employee. Property Manager shall make recommendations to the District for the correction of said complaints, warnings, notices or summonses received, and to perform any approved recommendations based on Property Manager's knowledge of the statute, ordinance, law or regulation.

24. LICENSES AND AUTHORIZATIONS: Property Manager shall obtain and keep in full force and effect all real estate and business licenses and governmental authorizations (including qualifications to do business) as may be necessary for the proper performance by Property Manager of its duties and obligations under this Agreement. All such licenses and authorizations shall be in the name of Property Manager.

25. CONFIDENTIALITY: Property Manager shall hold in confidence and not use or disclose to others any confidential or proprietary information of the District which is disclosed to Property Manager, including but not limited to any data, information, plans, programs, processes, costs, or operations of the District, provided, however, that Property Manager's obligations hereunder shall not apply if such information (a) is available to the general public or commonly known within the real estate industry, or (b) is required to be disclosed pursuant to law, court order or subpoena.

26. ENVIRONMENTAL RISK MANAGEMENT: Property Manager shall not place or cause to be placed on the Property, other than in the ordinary course of performing its obligations under this Agreement and in compliance with applicable law, any hazardous or

toxic wastes or substances, as such terms are defined by federal, state or municipal statutes or regulations promulgated thereunder (collectively “Hazardous Materials”).

27. GIFTS: Property Manager shall not accept any gift from vendors employed in connection with the Property, other than gratuities of nominal value received in the ordinary course of business. Property Manager shall not, on the District’s behalf or in connection with the services being rendered under this Agreement, provide any gift to or otherwise entertain any public official. The term “public official” means every member, officer, employee or consultant of a state or local agency. The term “gift,” as used herein, includes any service or merchandise of any kind, discounts on merchandise or services, and any other item of value. Under no circumstances shall the District be deemed to have waived the provisions of this Section as to a specific gift unless the waiver is in writing and signed by two authorized representatives of the District.

28. DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET: Property Manager expressly understands and agrees that the District’s obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the District and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the District’s funds, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of the District’s funds.

29. UNDOCUMENTED WORKERS.

(a) Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., Property Manager hereby certifies to the District that Property Manager shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a sub-contractor that knowingly employs or contracts with an illegal alien to perform under the Agreement. Property Manager represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of Property Manager who are newly hired for employment in the United States.

(b) In accordance with Section 8-17.5-102(2)(a), C.R.S., Property Manager shall not:

(i) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(ii) Enter into a contract with a sub-contractor that fails to certify to Property Manager that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(c) Property Manager represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if Property Manager is not accepted into the E-Verify Program prior to entering into this Agreement Property Manager shall apply to participate in the E-Verify Program every three (3) months until Property Manager is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

(d) Property Manager shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

(e) If Property Manager obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Property Manager shall:

(i) Notify the sub-contractor and the District within three (3) days that Property Manager has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and

(ii) Terminate the contract with the sub-contractor if, within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the sub-contractor does not stop employing or contracting with the illegal alien; except that Property Manager shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.

(f) Property Manager shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

(g) If Property Manager violates any provision of this Agreement or §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate the Agreement immediately and Property Manager shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by Property Manager to the Colorado Secretary of State, as required by law.

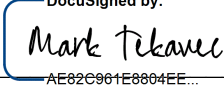
30. GOVERNMENTAL IMMUNITY: Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

31. COUNTERPART EXECUTION: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

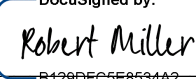
DISTRICT:

MILE HIGH BUSINESS CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
AE82C901E8804EE...
Secretary
Title: _____
Date: 8/23/2021

PROPERTY MANAGER:

COLLIERS BENNETT & KAHNWEILER, INC, a Colorado limited liability company

By: 
B129DFC5E8534A2...
VP? Operations
Title: _____
Date: 8/23/2021



SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of 11/02/2022, by and between
Mile High Business Center Metro District (hereinafter referred to as "Owner")
 and Colliers Bennett & Kahnweiler, Inc. d/b/a Colliers International (hereinafter referred to as Property
 Manager) and **EarthX** (hereinafter referred to as Contractor").

WITNESSETH

WHEREAS, Owner has given Property Manager the full right and authority to enter into this Service Agreement on Owners behalf and all action necessary to do so has been duly taken; and

WHEREAS, Owner and Manager desire to have Contractor provide the services set forth in "Exhibit C" for the property located at **The Mile High Metro District** (the "Property"), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Owner and Contractor agree as follows:

1. Contractor agrees to provide all labor, material, equipment, and supervision and do all things necessary to provide the hereinafter described services in accordance with the following terms and conditions, to include Exhibit A – Insurance Requirements and Exhibit B – Hazardous Materials Requirements.

2. Term and Cancellation.

2.1 Term of Agreement: The term of this agreement shall be _____ month(s) commencing _____ and ending _____ unless sooner terminated.

2.2. If box is checked, this Contract shall continue on a month-to-month basis after the initial term.

2.3 If this box is checked, this is a contract for a single project, to commence upon execution and to be completed in accordance with the contractor's proposal.

2.4 Cancellation. Either party reserves the right to cancel this Agreement upon thirty (30) days prior written notice given to the other. Further, the Manager may cancel this Agreement immediately upon sale of the Property or upon the effective date of the Manager's termination. If this Agreement is terminated, Manager's liability will be limited to the unpaid balance for services previously rendered.

3. Consideration for Services.

3.1 Consideration. In consideration of services performed in full compliance with all terms and conditions of this Agreement, Manager agrees to pay to Contractor as set forth in the attached "Exhibit C". It is understood that the Contract Price includes all labor, materials and other items of every description whatsoever necessary to the performance and completion of the Work, including the performance of and compliance by the Contractor with all covenants and agreements of Contractor contained herein. No additional charges, fuel surcharges, environmental fees or other additional costs or fees, not disclosed in the attached proposal will be paid.

3.2 Pro Rated Consideration. In the event this Agreement is terminated effective on any day other than the last day of a calendar month, the fee for such partial month shall be equal to the amount of the monthly installment, divided by the total number of days in the month and multiplied by the number of days in the month prior to the effective date of termination.

4. Miscellaneous.

4.1 Notices. Any notice, demand, request, approval or other communication to be given by one party to the other shall be in writing (unless some other form of notice is specifically provided for herein) and given by personal service, telegram, or express mail, Federal Express, DHL or any other similar form of airborne/overnight delivery service, or mailing in the United States mail (certified and return receipt requested), addressed to the parties at their respective addresses as follows:

To Contractor: **EarthX**

 3409 N Prospect Street

 Colorado Springs, Colorado 80907

To Manager:

 Colliers International
 4643 S. Ulster St, Suite 1000
 Denver, Colorado 80237
 Attention: **Mark Tekavec**

Any such notice shall be deemed to have been given upon delivery or refusal of acceptance of attempted delivery. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party. Manager and Contractor, and their respective counsel, hereby agree that notices may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by Manager's or Contractor's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

4.2 Owner is a Third-Party Beneficiary. The Owner is a third-party beneficiary of the Agreement and shall have all rights and remedies of Manager.

4.3 Assignment; Transferring. Contractor's interest, obligations, liabilities and duties under the Agreement may not be assigned or transferred without written agreement.

4.4 Integration of Other Agreements. This Agreement sets forth the entire contract and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

4.5 Duplicate Originals: Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal force and effect. Additionally, this Agreement may be executed in counterparts, but shall become effective only after a counterpart hereof has been executed by each party; all said counterparts, when taken together, shall constitute the entire single Agreement between the parties.

4.6 Exhibits. All Exhibits hereto are incorporated into and made part of this Agreement. In the event of any inconsistency between this Agreement and any of the Exhibits, this Agreement shall control.

TERMS AND CONDITIONS:

5. Performance. Contractor shall commence performance of Work at such time as designated by Manager; prosecute the Work with all reasonable diligence; complete the Work in a good and workmanlike manner in strict accordance with this Agreement, all specifications and instructions, and all Contract Documents. Time of performance is of the essence. Contractor acknowledges that it has examined and is familiar with the circumstances under which the Work is to be performed.

A. Contractor shall comply with all rules, regulations, ordinances and laws in the performance of the Work. Contractor shall secure and furnish to Owner any and all permits and authorizations required by any municipal, county, state or federal governmental body or agency in connection with the Work prior to the commencement thereof. Contractor shall cause the Work to be constructed in compliance with this Agreement, the Plans and Specifications and all applicable environmental, zoning, subdivision, building and use laws, rules, regulations, ordinances, codes and requirements imposed by any governmental authority.

B. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to, (i) all of Contractor's and any subcontractor's employees working on or about the Premises and any other persons who may be affected by the Work; (ii) the Work and all materials and equipment to be incorporated therein; and (iii) other real and personal property on, about or adjacent to the Premises. Contractor shall erect and maintain, as may be required, all reasonable safeguards for safety and protection in connection with or related to the Work, including but not limited to posting warning signs, promulgating safety regulations and notifying any occupants of any facilities adjacent to the Premises. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and property and their protection from damage, injury or loss.

C. Contractor shall comply with Owner's reasonable requirements regarding daily clean-up. Contractor shall keep the Premises and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under this Agreement. Upon completion of the Work, Contractor shall remove all surplus material, containers and rubbish from the Premises and shall leave the Premises clean and ready for occupancy.

6. Indemnification by Contractor. Contractor agrees to indemnify, defend and hold Manager and Owner free and harmless of, from and against any and all claims, demands, losses, liabilities, causes of action, costs or expenses (including reasonable attorney's fees), directly or indirectly arising in connection with, resulting from or in any way connected to the breach of any covenant, agreement, representation or warranty of Contractor under the terms of this Agreement.

7. Taxes. Contractor shall pay all state, local, or federal sales, use, income, excise, property, employment, unemployment or other taxes incurred on labor, materials and equipment connected with the Work, and Contractor shall reimburse Manager or Manager may, at its option, deduct and withhold the amount of such taxes paid by Manager from payments due or to become due to the Contractor.

8. Changes in the Work. Manager reserves the right to make changes in the Work and to increase or decrease the sum payable to Contractor accordingly. Only those changes in the Work which are approved in writing and executed by an authorized representative shall be binding on Manager.

9. Liens. Contractor shall keep the premises and property thereon free and clear from all liens of any kind and shall defend, indemnify and save Manager, Owner, and Property harmless against all costs, expenses, loss of use, and damage resulting from the filing of liens.

10. Warranties. Contractor warrants the Work will conform to the Contract Documents. Contractor further warrants that the Work will comply with and will be performed in accordance with all applicable laws, codes, rules or regulations. Inspection or acceptance of and payment for the Work, or any portion thereof, by Manager shall not constitute a waiver by Manager of any of its rights under this Agreement resulting from Contractor's breach or failure to perform or any other act or omission of Contractor, including without limitation the failure to perform the work in a good and workmanlike manner as required by the Contract Documents.

11. Corrective Work. Upon notification by Manager, Contractor shall, at its sole cost and expense, promptly correct any defective work which may appear before or after payment. Any corrective work performed by Contractor pursuant to the foregoing shall not, under any circumstance, limit any other rights or remedies available to Manager [or Owner] for breach, failure to perform or otherwise.

12. Payment. Upon receipt of an accurate invoice in duplicate, payment will be made to Contractor within thirty (30) days for the Work completed during the period covered by the invoice. Owner shall not be obligated to make any payment to Contractor hereunder if: (i) Contractor has failed to perform any of Contractor's obligations hereunder or otherwise is in default under this Agreement; (ii) any part of such payment is attributable to Work that is defective or not performed in accordance with the Proposal and the Plans and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work that is performed in accordance with the Proposal and the Plans and Specifications and is not defective; (iii) Contractor has failed to make payments promptly to Contractor's subcontractors or for material or labor used in the Work; or (iv) if Owner, in Owner's sole and absolute judgment, determines that any portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Proposal and the Plans and Specifications, no additional payments shall be due Contractor hereunder unless Contractor, at Contractor's sole cost and expense, completes a sufficient portion of the Work so that portion of the Contract Price remaining unpaid is determined by Owner to be sufficient to complete the Work.

13. Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

14. Relationship Between Parties. It is understood and agreed that the relationship between Manager and Contractor is that of employer and independent contractor and neither Contractor nor anyone employed by or under the supervision of or otherwise retained by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Manager or Owner.

15. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within the State of Colorado.

16. Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Unless otherwise indicated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or provisions are to those in this Agreement. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only Manager or Contractor but rather as if both Manager and Contractor had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

17. General.

17.1 Number and Gender. As used in this Agreement, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular.

17.2 Modification. A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by both Manager and Contractor.

17.4 Non-Waiver of Rights. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

17.5 Days. The term "days" as used herein shall mean actual days occurring, including Saturdays, Sundays and holidays. The term "business days" shall mean days other than Saturdays, Sundays and holidays. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered if accomplished or delivered on the next following business day.

17.6 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. (Subject to Section 4.3)

17.7 TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY TERM AND PROVISION HEREOF.

In witness whereof, each party has executed this Agreement on the date set forth under its signature below, but effective as of the date first set forth above.

By: Colliers International,
As Manager/Agent for **Mile High Business Center Metro District**

Its: Authorized Signatory

By: Robert D. Miller 11/16/2022
Date

Name: Robert Miller
Title: Vice President

By: **EarthX**

By: Brian Garber 11/15/22
Date

Name: Brian Garber
Title: Vice president Environmental Services

EXHIBIT A

INSURANCE REQUIREMENTS

1. Insurance Coverage. During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance policies of the types, in the minimum amounts and under the terms and conditions set forth below, with a company or companies licensed in the State of Colorado and rated B+ VII or better by A.M. Best Company.

2. Forms of Insurance Coverage.

2.1 Commercial General Liability Insurance. Commercial General Liability Insurance, including Bodily Injury, Broad Form Property Damage, Product Liability and Completed Operations, Independent Contractors (if any), and Contractual Liability.

Low Risk - \$1,000,000 liability requirement, per occurrence /Aggregate Limits must total \$2,000,000 (General Liability plus Umbrella):

Landscapers, Window cleaners, Trash Removers, Locksmith, Sign companies, Carpet and tile Installers, Janitorial, Cable companies, Carpet Cleaners, Parking lot sweepers, Tree Installers

Moderate Risk - \$2,000,000 liability requirement, per occurrence/Aggregate Limits must total \$3,000,000 (General Liability plus Umbrella):

Snow removal, Plumbers, Paving contractors, Painters, HVAC contractors, Framers Concrete/masonry contractors, Scaffolding contractors, Welders, Electricians, Pesticide Service, Drywall repairs, General Contractors, Mudjackers

High Risk - \$5,000,000 liability requirement, per occurrence/Aggregate Limits must total \$6,000,000 (General Liability plus Umbrella):

Roofers & Structural Contractors

2.2 Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance, Bodily Injury and Property Damage in all owned, non-owned and hired vehicles. **Combined Single Limit - \$1,000,000**

2.3 Worker's Compensation & Employer's Liability Insurance. Statutory amounts as required for Worker's Compensation by the laws of the State of Colorado.

2.4 All Risk Property Coverage. Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance ("Property Coverage") Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers or forms owned or rented for the benefit of Contractor. Failure of Contractor to secure Property Coverage or to maintain adequate levels of coverage shall not obligate Owner or Manager or their agents and employees for any losses of owned or rented equipment. Contractor's Property Coverage policy shall include a waiver of subrogation clause.

2.5 Professional Liability (Errors and Omissions) If Contractor is engaged for professional services or Contractor's Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$1,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after

completion of the services. Coverage shall be provided in a "claims made" form and shall include defense expense.

3. Terms and Conditions of Insurance Coverage.

3.1 Excess / Umbrella Liability. If a contractor's primary limits do not meet the minimum requirements for Commercial General Liability, Automobile Liability, and/or Employer's Liability as set forth in Section 1, then Excess / Umbrella Liability must be in place to meet minimum levels.

3.2 Primary Coverage. The Commercial General Liability Policies must state that it is primary, without right of contribution from any insurance carried by Manager or Owner. Contractor's policy shall include such words in an endorsement or on the Certificate of Insurance to be provided to Manager.

3.3 Additional Insured. Each of Manager and Owner must be named as an additional insured under the Commercial General Liability Policy on the Certificate of Insurance. Copies of the Certificate of Insurance and additional insured endorsements from the carrier should be forwarded to Manager prior to the commencement of work.

3.4 Certificate of Insurance. Contractor will deliver a newly-issued original ACORD 25-S Certificate of Insurance to the address shown below (i) with the Agreement signed by Contractor and (ii) at any time thereafter when any of Contractor's insurance coverages listed on the Certificate are renewed.

Certificate Holder:

Mile High Business Center Metro District
c/o Colliers International
4643 South Ulster Street, Suite 1000
Denver, CO 80237

3.5 Notice of Cancellation. The words "endeavor to" on the ACORD 25-S must be struck out and initialed by the executing agent. The agent signing the ACORD 25-S form must provide evidence of its authorization to bind the carrier in the form of a letter from the carrier. Thirty (30) days' notice is required to be shown on the Certificate of Insurance.

3.6 Other. Provide the carriers' numeric and alphabetic A.M. Best rating along with the rating date.

3.7 Insurance indemnification and hold harmless agreement. Contractor ("Indemnitor") does hereby indemnify, protect, defend and hold harmless **Mile High Business Center Metro District** ("Indemnitee"), and their respective partners, members, officers, directors, shareholders, participants, affiliates, insurers, employees, representatives, investors, invitees, agents, successors and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all costs, expenses, losses, liabilities, damages, claims, liens, demands, allegations or actions (collectively, "Losses") suffered by or otherwise asserted against any Indemnified Party as a result of or otherwise arising in connection with any act or omission taken or which was failed to be taken by or on behalf of Indemnitor or any of Indemnitor's officers, employees, subcontractors, agents or affiliates on or otherwise with respect to the Property – it being agreed that Losses shall include, without limitation, any and all Property damage and rent abated, withheld or otherwise offset by any tenant as a result of any act or omission by or on behalf of Indemnitor. Indemnitor agrees to defend, at Indemnitor's sole cost (including, without limitation, attorneys' fees) and with counsel acceptable to Indemnitee, each Indemnified Party against any Losses.

EXHIBIT B

HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

A. For purposes of this Agreement, the term "Hazardous Materials" includes (i) any matter or substance defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste," "toxic material," "toxic substance" or any substance or matter listed or subject to regulation in whole or in part under any part of the Resource Conservation and Recovery Act, Toxic Substances Control Act, Comprehensive Environmental Response, Conservation and Liability Act, Occupational Safety and Health Act, or any applicable federal, state or local statute, regulation, rule or ordinance, all as amended or by the Environmental Protection Agency or by any federal state or local governmental agency; and (ii) biological agents, including but not limited to mold.

B. Contractor shall submit to Manager detailed data and information sheets listing all hazardous materials or wastes on all products that may be used by Contractor in the performance of its services hereunder prior to the use of any such products. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on the surrounding stone, metal frame or gasketing materials.

C. Contractor shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, under, above, from or about the Premises (which shall include, but is not limited to, subsurface soil and ground water) by Contractor or its agents, without the prior written consent of Manager. Manager may, in its sole and absolute discretion, place such conditions as Manager deems appropriate with respect to such Hazardous Materials, and may further require that Contractor demonstrate to Manager, which may include an opinion from an independent environmental or legal consultant at Manager's sole option, that such Hazardous Materials are necessary to Contractor's performance of the Work and will be generated, stored, used and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with best industry customs or business practices. Manager may require Contractor to obtain Pollution Liability Insurance to insure against liabilities arising out of Contractor's work, and to include Owner and Manager as an additional insured under such insurance policies.

D. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, protect and defend (with attorneys acceptable to Owner) Owner and Manager, and any successors to all or any portion of Owner's interest in the Premises, and their directors, officers, employees, partners, shareholders, members, authorized agents, affiliates, representatives, insurers and mortgagees, and their successors and assigns, from and against any and all liabilities, losses and damages, including but not limited to damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact or marketing of space in the Premises, diminution in the value of the Premises, judgments, fines, demands, claims, recoveries, deficiencies, cost and expenses, including but not limited to reasonable attorney's fees, disbursements and court costs and all other professional or consultant's expenses, whether foreseeable or unforeseeable or arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Premises by Contractor, or Contractor's agents, and specifically including the cost of any required or necessary repair, restoration and clean-up, including but not limited to the cost of investigation and removal of Hazardous Materials or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Agreement. This Exhibit B shall survive the termination of this Agreement.

EXHIBIT C

CONTRACTOR'S SPECIFICATIONS FOR SERVICES

See attached proposal.



3409 N Prospect Street
 Colorado Springs Co
 719-659-6129

Date: October 13, 2022
 Company: Mile High Business Center
 Attn: Mark Tekavec / James Sheehan
 Project: Mile High Business Center Spring 2023

Item	Pond 1	Quantity		Unit Price	Total
1	Dewatering 4" Trash Pump	12.00	HR	\$ 56.65	\$679.80
	Remove sediment from pond area	208.00	SYD	\$ 12.36	\$2,570.88
2	Spread and treat/ fertilize material	208.00	SYD	\$ 7.70	\$1,601.60
3	8" Filtrexx	400.00	LFT	\$ 4.89	\$1,956.00
4	Seed & Crimp mulch	10,000.00	SFT	\$ 0.16	\$1,600.00
5	clean and reset riprap berms at ends of channel	2.00	EA	\$ 46.50	\$93.00
6	Erosion Control Blanket and Seed	624.00	SYD	\$ 4.12	\$2,570.88
Total:					\$11,072.16

Item	Pond 2	Quantity		Unit Price	Total
1	Dewatering 4" Trash Pump	12.00	HR	\$ 56.65	\$679.80
2	remove sediment from pond area	114.00	SYD	\$ 12.36	\$1,409.04
3	Spread and treat/ fertilize material	114.00	SYD	\$ 7.70	\$877.80
4	8" Filtrexx	300.00	LFT	\$ 4.89	\$1,467.00
5	Seed & Crimp mulch	5,500.00	SQFT	\$ 0.16	\$880.00
6	clean and reset riprap berms at ends of channel	1.00	EA	\$ 46.50	\$46.50
6	Erosion Control Blanket and Seed	340.00	SYD	\$ 4.12	\$1,400.80
Total:					\$6,760.94

Item	Pond 3	Quantity		Unit Price	Total
1	Dewatering 4" Trash Pump	12.00	HR	\$ 56.65	\$679.80
2	remove sediment from pond area	333.00	SYD	\$ 12.36	\$4,115.88
3	Spread and treat/ fertilize material	333.00	SYD	\$ 7.70	\$2,564.10
4	Down Gradient linear control - Mulch filled watt	400.00	LFT	\$ 4.89	\$1,956.00
5	Seed & Crimp mulch	12,000.00	SQFT	\$ 0.16	\$1,920.00
6	clean and reset riprap berms at ends of channel	2.00	EA	\$ 46.50	\$93.00
7	Erosion Control Blanket and Seed	1,000.00	SYD	\$ 4.12	\$4,120.00
Total:					\$15,448.78

Item	Overall site work	Quantity		Unit Price	Total
1	Liason with City of Denver, plan developement	80.00	Hr	\$ 10.00	\$800.00
2	Clean Concrete Channel	540.00	LFT	\$ 12.36	\$6,674.40
3	Clean Velocity Control Pads	13.00	EA	\$ 154.50	\$2,008.50
4	Site dumpsters	3.00	EA	\$ 1,236.00	\$3,708.00
5	Mobilization	3.00	LS	\$ 1,854.00	\$5,562.00
Total:					\$18,752.90
Grand Total					\$52,034.78

Exclusions-

Note-

Notes:

* Addendums Acknowledged:

*This bid is good for thirty days from the bid date listed on this quote.

*This bid does not include a performance and or payment Bond.

*EarthX has not been provided any warranty or guarantee information for this project. No warranty or guarantee is expressed or Implied. We will honor general workmanship standards.

Payment Terms:

Acceptance of quote and terms: Company Name: Signature: Date:	Agreement to quote and terms: EarthX. Signature: Date:
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Please call us if you have any questions or concerns regarding this quote:

Best regards,
 Jim Daulton.



SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of **11/02/2022**, by and between **Mile High Business Center Metro District** (hereinafter referred to as "Owner") and **Colliers Bennett & Kahnweiler, Inc. d/b/a Colliers International** (hereinafter referred to as Property Manager) and **EarthX** (hereinafter referred to as Contractor").

WITNESSETH

WHEREAS, Owner has given Property Manager the full right and authority to enter into this Service Agreement on Owners behalf and all action necessary to do so has been duly taken; and

WHEREAS, Owner and Manager desire to have Contractor provide the services set forth in "Exhibit C" for the property located at **The Mile High Metro District** (the "Property"), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Owner and Contractor agree as follows:

1. Contractor agrees to provide all labor, material, equipment, and supervision and do all things necessary to provide the hereinafter described services in accordance with the following terms and conditions, to include Exhibit A – Insurance Requirements and Exhibit B – Hazardous Materials Requirements.

2. Term and Cancellation.

2.1 Term of Agreement: The term of this agreement shall be _____ month(s) commencing _____ and ending _____ unless sooner terminated.

2.2. If box is checked, this Contract shall continue on a month-to-month basis after the initial term.

2.3 If this box is checked, this is a contract for a single project, to commence upon execution and to be completed in accordance with the contractor’s proposal.

2.4 Cancellation. Either party reserves the right to cancel this Agreement upon thirty (30) days prior written notice given to the other. Further, the Manager may cancel this Agreement immediately upon sale of the Property or upon the effective date of the Manager's termination. If this Agreement is terminated, Manager's liability will be limited to the unpaid balance for services previously rendered.

3. Consideration for Services.

3.1 Consideration. In consideration of services performed in full compliance with all terms and conditions of this Agreement, Manager agrees to pay to Contractor as set forth in the attached "Exhibit C". It is understood that the Contract Price includes all labor, materials and other items of every description whatsoever necessary to the performance and completion of the Work, including the performance of and compliance by the Contractor with all covenants and agreements of Contractor contained herein. No additional charges, fuel surcharges, environmental fees or other additional costs or fees, not disclosed in the attached proposal will be paid.

3.2 Pro Rated Consideration. In the event this Agreement is terminated effective on any day other than the last day of a calendar month, the fee for such partial month shall be equal to the amount of the monthly installment, divided by the total number of days in the month and multiplied by the number of days in the month prior to the effective date of termination.

4. Miscellaneous.

4.1 Notices. Any notice, demand, request, approval or other communication to be given by one party to the other shall be in writing (unless some other form of notice is specifically provided for herein) and given by personal service, telegram, or express mail, Federal Express, DHL or any other similar form of airborne/overnight delivery service, or mailing in the United States mail (certified and return receipt requested), addressed to the parties at their respective addresses as follows:

To Contractor: **EarthX**

 3409 N Prospect Street

 Colorado Springs, Colorado 80907

To Manager:

 Colliers International
 4643 S. Ulster St, Suite 1000
 Denver, Colorado 80237
 Attention: **Mark Tekavec**

Any such notice shall be deemed to have been given upon delivery or refusal of acceptance of attempted delivery. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party. Manager and Contractor, and their respective counsel, hereby agree that notices may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by Manager's or Contractor's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

4.2 Owner is a Third-Party Beneficiary. The Owner is a third-party beneficiary of the Agreement and shall have all rights and remedies of Manager.

4.3 Assignment; Transferring. Contractor's interest, obligations, liabilities and duties under the Agreement may not be assigned or transferred without written agreement.

4.4 Integration of Other Agreements. This Agreement sets forth the entire contract and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

4.5 Duplicate Originals: Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal force and effect. Additionally, this Agreement may be executed in counterparts, but shall become effective only after a counterpart hereof has been executed by each party; all said counterparts, when taken together, shall constitute the entire single Agreement between the parties.

4.6 Exhibits. All Exhibits hereto are incorporated into and made part of this Agreement. In the event of any inconsistency between this Agreement and any of the Exhibits, this Agreement shall control.

TERMS AND CONDITIONS:

5. Performance. Contractor shall commence performance of Work at such time as designated by Manager; prosecute the Work with all reasonable diligence; complete the Work in a good and workmanlike manner in strict accordance with this Agreement, all specifications and instructions, and all Contract Documents. Time of performance is of the essence. Contractor acknowledges that it has examined and is familiar with the circumstances under which the Work is to be performed.

A. Contractor shall comply with all rules, regulations, ordinances and laws in the performance of the Work. Contractor shall secure and furnish to Owner any and all permits and authorizations required by any municipal, county, state or federal governmental body or agency in connection with the Work prior to the commencement thereof. Contractor shall cause the Work to be constructed in compliance with this Agreement, the Plans and Specifications and all applicable environmental, zoning, subdivision, building and use laws, rules, regulations, ordinances, codes and requirements imposed by any governmental authority.

B. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to, (i) all of Contractor's and any subcontractor's employees working on or about the Premises and any other persons who may be affected by the Work; (ii) the Work and all materials and equipment to be incorporated therein; and (iii) other real and personal property on, about or adjacent to the Premises. Contractor shall erect and maintain, as may be required, all reasonable safeguards for safety and protection in connection with or related to the Work, including but not limited to posting warning signs, promulgating safety regulations and notifying any occupants of any facilities adjacent to the Premises. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and property and their protection from damage, injury or loss.

C. Contractor shall comply with Owner's reasonable requirements regarding daily clean-up. Contractor shall keep the Premises and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under this Agreement. Upon completion of the Work, Contractor shall remove all surplus material, containers and rubbish from the Premises and shall leave the Premises clean and ready for occupancy.

6. Indemnification by Contractor. Contractor agrees to indemnify, defend and hold Manager and Owner free and harmless of, from and against any and all claims, demands, losses, liabilities, causes of action, costs or expenses (including reasonable attorney's fees), directly or indirectly arising in connection with, resulting from or in any way connected to the breach of any covenant, agreement, representation or warranty of Contractor under the terms of this Agreement.

7. Taxes. Contractor shall pay all state, local, or federal sales, use, income, excise, property, employment, unemployment or other taxes incurred on labor, materials and equipment connected with the Work, and Contractor shall reimburse Manager or Manager may, at its option, deduct and withhold the amount of such taxes paid by Manager from payments due or to become due to the Contractor.

8. Changes in the Work. Manager reserves the right to make changes in the Work and to increase or decrease the sum payable to Contractor accordingly. Only those changes in the Work which are approved in writing and executed by an authorized representative shall be binding on Manager.

9. Liens. Contractor shall keep the premises and property thereon free and clear from all liens of any kind and shall defend, indemnify and save Manager, Owner, and Property harmless against all costs, expenses, loss of use, and damage resulting from the filing of liens.

10. Warranties. Contractor warrants the Work will conform to the Contract Documents. Contractor further warrants that the Work will comply with and will be performed in accordance with all applicable laws, codes, rules or regulations. Inspection or acceptance of and payment for the Work, or any portion thereof, by Manager shall not constitute a waiver by Manager of any of its rights under this Agreement resulting from Contractor's breach or failure to perform or any other act or omission of Contractor, including without limitation the failure to perform the work in a good and workmanlike manner as required by the Contract Documents.

11. Corrective Work. Upon notification by Manager, Contractor shall, at its sole cost and expense, promptly correct any defective work which may appear before or after payment. Any corrective work performed by Contractor pursuant to the foregoing shall not, under any circumstance, limit any other rights or remedies available to Manager [or Owner] for breach, failure to perform or otherwise.

12. Payment. Upon receipt of an accurate invoice in duplicate, payment will be made to Contractor within thirty (30) days for the Work completed during the period covered by the invoice. Owner shall not be obligated to make any payment to Contractor hereunder if: (i) Contractor has failed to perform any of Contractor's obligations hereunder or otherwise is in default under this Agreement; (ii) any part of such payment is attributable to Work that is defective or not performed in accordance with the Proposal and the Plans and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work that is performed in accordance with the Proposal and the Plans and Specifications and is not defective; (iii) Contractor has failed to make payments promptly to Contractor's subcontractors or for material or labor used in the Work; or (iv) if Owner, in Owner's sole and absolute judgment, determines that any portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Proposal and the Plans and Specifications, no additional payments shall be due Contractor hereunder unless Contractor, at Contractor's sole cost and expense, completes a sufficient portion of the Work so that portion of the Contract Price remaining unpaid is determined by Owner to be sufficient to complete the Work.

13. Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

14. Relationship Between Parties. It is understood and agreed that the relationship between Manager and Contractor is that of employer and independent contractor and neither Contractor nor anyone employed by or under the supervision of or otherwise retained by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Manager or Owner.

15. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within the State of Colorado.

16. Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Unless otherwise indicated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or provisions are to those in this Agreement. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only Manager or Contractor but rather as if both Manager and Contractor had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

17. General.

17.1 Number and Gender. As used in this Agreement, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular.

17.2 Modification. A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by both Manager and Contractor.

17.4 Non-Waiver of Rights. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

17.5 Days. The term "days" as used herein shall mean actual days occurring, including Saturdays, Sundays and holidays. The term "business days" shall mean days other than Saturdays, Sundays and holidays. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered if accomplished or delivered on the next following business day.

17.6 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. (Subject to Section 4.3)

17.7 TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY TERM AND PROVISION HEREOF.

In witness whereof, each party has executed this Agreement on the date set forth under its signature below, but effective as of the date first set forth above.

By: Colliers International,
As Manager/Agent for **Mile High Business Center Metro District**

Its: Authorized Signatory

By: Robert P. Miller 11/16/2022
Date

Name: Robert Miller
Title: Vice President

By: **EarthX**

By: Brian Garber 11/15/22
Date

Name: Brian Garber
Title: Vice President Environmental Services

EXHIBIT A

INSURANCE REQUIREMENTS

1. Insurance Coverage. During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance policies of the types, in the minimum amounts and under the terms and conditions set forth below, with a company or companies licensed in the State of Colorado and rated B+ VII or better by A.M. Best Company.

2. Forms of Insurance Coverage.

2.1 Commercial General Liability Insurance. Commercial General Liability Insurance, including Bodily Injury, Broad Form Property Damage, Product Liability and Completed Operations, Independent Contractors (if any), and Contractual Liability.

Low Risk - \$1,000,000 liability requirement, per occurrence /Aggregate Limits must total \$2,000,000 (General Liability plus Umbrella):

Landscapers, Window cleaners, Trash Removers, Locksmith, Sign companies, Carpet and tile Installers, Janitorial, Cable companies, Carpet Cleaners, Parking lot sweepers, Tree Installers

Moderate Risk - \$2,000,000 liability requirement, per occurrence/Aggregate Limits must total \$3,000,000 (General Liability plus Umbrella):

Snow removal, Plumbers, Paving contractors, Painters, HVAC contractors, Framers Concrete/masonry contractors, Scaffolding contractors, Welders, Electricians, Pesticide Service, Drywall repairs, General Contractors, Mudjackers

High Risk - \$5,000,000 liability requirement, per occurrence/Aggregate Limits must total \$6,000,000 (General Liability plus Umbrella):

Roofers & Structural Contractors

2.2 Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance, Bodily Injury and Property Damage in all owned, non-owned and hired vehicles. **Combined Single Limit - \$1,000,000**

2.3 Worker's Compensation & Employer's Liability Insurance. Statutory amounts as required for Worker's Compensation by the laws of the State of Colorado.

2.4 All Risk Property Coverage. Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance ("Property Coverage") Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers or forms owned or rented for the benefit of Contractor. Failure of Contractor to secure Property Coverage or to maintain adequate levels of coverage shall not obligate Owner or Manager or their agents and employees for any losses of owned or rented equipment. Contractor's Property Coverage policy shall include a waiver of subrogation clause.

2.5 Professional Liability (Errors and Omissions) If Contractor is engaged for professional services or Contractor's Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$1,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after

completion of the services. Coverage shall be provided in a "claims made" form and shall include defense expense.

3. Terms and Conditions of Insurance Coverage.

3.1 Excess / Umbrella Liability. If a contractor's primary limits do not meet the minimum requirements for Commercial General Liability, Automobile Liability, and/or Employer's Liability as set forth in Section 1, then Excess / Umbrella Liability must be in place to meet minimum levels.

3.2 Primary Coverage. The Commercial General Liability Policies must state that it is primary, without right of contribution from any insurance carried by Manager or Owner. Contractor's policy shall include such words in an endorsement or on the Certificate of Insurance to be provided to Manager.

3.3 Additional Insured. Each of Manager and Owner must be named as an additional insured under the Commercial General Liability Policy on the Certificate of Insurance. Copies of the Certificate of Insurance and additional insured endorsements from the carrier should be forwarded to Manager prior to the commencement of work.

3.4 Certificate of Insurance. Contractor will deliver a newly-issued original ACORD 25-S Certificate of Insurance to the address shown below (i) with the Agreement signed by Contractor and (ii) at any time thereafter when any of Contractor's insurance coverages listed on the Certificate are renewed.

Certificate Holder:

Mile High Business Center Metro District
c/o Colliers International
4643 South Ulster Street, Suite 1000
Denver, CO 80237

3.5 Notice of Cancellation. The words "endeavor to" on the ACORD 25-S must be struck out and initialed by the executing agent. The agent signing the ACORD 25-S form must provide evidence of its authorization to bind the carrier in the form of a letter from the carrier. Thirty (30) days' notice is required to be shown on the Certificate of Insurance.

3.6 Other. Provide the carriers' numeric and alphabetic A.M. Best rating along with the rating date.

3.7 Insurance indemnification and hold harmless agreement. Contractor ("Indemnitor") does hereby indemnify, protect, defend and hold harmless **Mile High Business Center Metro District** ("Indemnitee"), and their respective partners, members, officers, directors, shareholders, participants, affiliates, insurers, employees, representatives, investors, invitees, agents, successors and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all costs, expenses, losses, liabilities, damages, claims, liens, demands, allegations or actions (collectively, "Losses") suffered by or otherwise asserted against any Indemnified Party as a result of or otherwise arising in connection with any act or omission taken or which was failed to be taken by or on behalf of Indemnitor or any of Indemnitor's officers, employees, subcontractors, agents or affiliates on or otherwise with respect to the Property – it being agreed that Losses shall include, without limitation, any and all Property damage and rent abated, withheld or otherwise offset by any tenant as a result of any act or omission by or on behalf of Indemnitor. Indemnitor agrees to defend, at Indemnitor's sole cost (including, without limitation, attorneys' fees) and with counsel acceptable to Indemnitee, each Indemnified Party against any Losses.

EXHIBIT B

HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

A. For purposes of this Agreement, the term "Hazardous Materials" includes (i) any matter or substance defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste," "toxic material," "toxic substance" or any substance or matter listed or subject to regulation in whole or in part under any part of the Resource Conservation and Recovery Act, Toxic Substances Control Act, Comprehensive Environmental Response, Conservation and Liability Act, Occupational Safety and Health Act, or any applicable federal, state or local statute, regulation, rule or ordinance, all as amended or by the Environmental Protection Agency or by any federal state or local governmental agency; and (ii) biological agents, including but not limited to mold.

B. Contractor shall submit to Manager detailed data and information sheets listing all hazardous materials or wastes on all products that may be used by Contractor in the performance of its services hereunder prior to the use of any such products. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on the surrounding stone, metal frame or gasketing materials.

C. Contractor shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, under, above, from or about the Premises (which shall include, but is not limited to, subsurface soil and ground water) by Contractor or its agents, without the prior written consent of Manager. Manager may, in its sole and absolute discretion, place such conditions as Manager deems appropriate with respect to such Hazardous Materials, and may further require that Contractor demonstrate to Manager, which may include an opinion from an independent environmental or legal consultant at Manager's sole option, that such Hazardous Materials are necessary to Contractor's performance of the Work and will be generated, stored, used and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with best industry customs or business practices. Manager may require Contractor to obtain Pollution Liability Insurance to insure against liabilities arising out of Contractor's work, and to include Owner and Manager as an additional insured under such insurance policies.

D. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, protect and defend (with attorneys acceptable to Owner) Owner and Manager, and any successors to all or any portion of Owner's interest in the Premises, and their directors, officers, employees, partners, shareholders, members, authorized agents, affiliates, representatives, insurers and mortgagees, and their successors and assigns, from and against any and all liabilities, losses and damages, including but not limited to damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact or marketing of space in the Premises, diminution in the value of the Premises, judgments, fines, demands, claims, recoveries, deficiencies, cost and expenses, including but not limited to reasonable attorney's fees, disbursements and court costs and all other professional or consultant's expenses, whether foreseeable or unforeseeable or arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Premises by Contractor, or Contractor's agents, and specifically including the cost of any required or necessary repair, restoration and clean-up, including but not limited to the cost of investigation and removal of Hazardous Materials or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Agreement. This Exhibit B shall survive the termination of this Agreement.

EXHIBIT C

CONTRACTOR'S SPECIFICATIONS FOR SERVICES

See attached proposal.



3409 N Prospect Street
 Colorado Springs Co
 719-659-6129

Date: October 13, 2022
 Company: Mile High Business Center
 Attn: Mark Tekavec / James Sheehan
 Project: MHBC Fall 2023 Maintainence All Basins

Phone:
 Fax:

Item	Items	Quantity		Unit Price	Total
1	Site Inspecton and Report	1.00	EA	\$ 500.00	\$500.00
2	Clean Velocity Control Pads	13.00	EA	\$ 160.50	\$2,086.50
3	Clean Concrete Channel	540.00	LFT	\$ 12.84	\$6,933.60
4	Mowing and Trimming	24,000	YD ²	\$ 0.1107	\$2,657.88
5	Trash Collection	12.00	HR	\$ 53.50	\$642.00
6	Dumpsters	1.00	HR	\$ 1,200.00	\$1,200.00
7	Mobilization	1.00	LS	\$ 1,800.00	\$1,600.00
Sub Total:					\$15,619.98

MONTHLY TRASH SERVICE -

Item	ASNEEDED	Quantity		Unit Price	Total
1	Trash removal as needed	8.00	EA	\$ 753.00	\$6,024.00
Annual Sub Total:					\$6,024.00

Bond if required @ 2.50% additional

TOTAL ANTICIPATED ANNUAL MAINTAINENCE COST **\$21,643.98**

Exclusions-

Note-

No warranty or guarantee is expressed or Implied. We will honor general workmanship standards.

Payment Terms:

Payment Net is 30 days. Interest will be charged @ 1.5% per month.

Acceptance of quote and terms: Company Name: Signature: Date:	Agreement to quote and terms: EarthX. Signature: Date:
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SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of **11/02/2022**, by and between
Mile High Business Center Metro District (hereinafter referred to as "Owner")
and Colliers Bennett & Kahnweiler, Inc. d/b/a Colliers International (hereinafter referred to as Property
Manager) and **EarthX** (hereinafter referred to as Contractor").

WITNESSETH

WHEREAS, Owner has given Property Manager the full right and authority to enter into this Service Agreement on Owners behalf and all action necessary to do so has been duly taken; and

WHEREAS, Owner and Manager desire to have Contractor provide the services set forth in "Exhibit C" for the property located at **The Mile High Metro District** (the "Property"), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Owner and Contractor agree as follows:

1. Contractor agrees to provide all labor, material, equipment, and supervision and do all things necessary to provide the hereinafter described services in accordance with the following terms and conditions, to include Exhibit A – Insurance Requirements and Exhibit B – Hazardous Materials Requirements.

2. Term and Cancellation.

2.1 Term of Agreement: The term of this agreement shall be _____ month(s) commencing _____ and ending _____ unless sooner terminated.

2.2. If box is checked, this Contract shall continue on a month-to-month basis after the initial term.

2.3 If this box is checked, this is a contract for a single project, to commence upon execution and to be completed in accordance with the contractor's proposal.

2.4 Cancellation. Either party reserves the right to cancel this Agreement upon thirty (30) days prior written notice given to the other. Further, the Manager may cancel this Agreement immediately upon sale of the Property or upon the effective date of the Manager's termination. If this Agreement is terminated, Manager's liability will be limited to the unpaid balance for services previously rendered.

3. Consideration for Services.

3.1 Consideration. In consideration of services performed in full compliance with all terms and conditions of this Agreement, Manager agrees to pay to Contractor as set forth in the attached "Exhibit C". It is understood that the Contract Price includes all labor, materials and other items of every description whatsoever necessary to the performance and completion of the Work, including the performance of and compliance by the Contractor with all covenants and agreements of Contractor contained herein. No additional charges, fuel surcharges, environmental fees or other additional costs or fees, not disclosed in the attached proposal will be paid.

3.2 Pro Rated Consideration. In the event this Agreement is terminated effective on any day other than the last day of a calendar month, the fee for such partial month shall be equal to the amount of the monthly installment, divided by the total number of days in the month and multiplied by the number of days in the month prior to the effective date of termination.

4. Miscellaneous.

4.1 Notices. Any notice, demand, request, approval or other communication to be given by one party to the other shall be in writing (unless some other form of notice is specifically provided for herein) and given by personal service, telegram, or express mail, Federal Express, DHL or any other similar form of airborne/overnight delivery service, or mailing in the United States mail (certified and return receipt requested), addressed to the parties at their respective addresses as follows:

To Contractor: **EarthX**

 3409 N Prospect Street

 Colorado Springs, Colorado 80907

To Manager:

 Colliers International
 4643 S. Ulster St, Suite 1000
 Denver, Colorado 80237
 Attention: **Mark Tekavec**

Any such notice shall be deemed to have been given upon delivery or refusal of acceptance of attempted delivery. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party. Manager and Contractor, and their respective counsel, hereby agree that notices may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by Manager's or Contractor's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

4.2 Owner is a Third-Party Beneficiary. The Owner is a third-party beneficiary of the Agreement and shall have all rights and remedies of Manager.

4.3 Assignment: Transferring. Contractor's interest, obligations, liabilities and duties under the Agreement may not be assigned or transferred without written agreement.

4.4 Integration of Other Agreements. This Agreement sets forth the entire contract and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

4.5 Duplicate Originals: Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal force and effect. Additionally, this Agreement may be executed in counterparts, but shall become effective only after a counterpart hereof has been executed by each party; all said counterparts, when taken together, shall constitute the entire single Agreement between the parties.

4.6 Exhibits. All Exhibits hereto are incorporated into and made part of this Agreement. In the event of any inconsistency between this Agreement and any of the Exhibits, this Agreement shall control.

TERMS AND CONDITIONS:

5. Performance. Contractor shall commence performance of Work at such time as designated by Manager; prosecute the Work with all reasonable diligence; complete the Work in a good and workmanlike manner in strict accordance with this Agreement, all specifications and instructions, and all Contract Documents. Time of performance is of the essence. Contractor acknowledges that it has examined and is familiar with the circumstances under which the Work is to be performed.

A. Contractor shall comply with all rules, regulations, ordinances and laws in the performance of the Work. Contractor shall secure and furnish to Owner any and all permits and authorizations required by any municipal, county, state or federal governmental body or agency in connection with the Work prior to the commencement thereof. Contractor shall cause the Work to be constructed in compliance with this Agreement, the Plans and Specifications and all applicable environmental, zoning, subdivision, building and use laws, rules, regulations, ordinances, codes and requirements imposed by any governmental authority.

B. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to, (i) all of Contractor's and any subcontractor's employees working on or about the Premises and any other persons who may be affected by the Work; (ii) the Work and all materials and equipment to be incorporated therein; and (iii) other real and personal property on, about or adjacent to the Premises. Contractor shall erect and maintain, as may be required, all reasonable safeguards for safety and protection in connection with or related to the Work, including but not limited to posting warning signs, promulgating safety regulations and notifying any occupants of any facilities adjacent to the Premises. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and property and their protection from damage, injury or loss.

C. Contractor shall comply with Owner's reasonable requirements regarding daily clean-up. Contractor shall keep the Premises and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under this Agreement. Upon completion of the Work, Contractor shall remove all surplus material, containers and rubbish from the Premises and shall leave the Premises clean and ready for occupancy.

6. Indemnification by Contractor. Contractor agrees to indemnify, defend and hold Manager and Owner free and harmless of, from and against any and all claims, demands, losses, liabilities, causes of action, costs or expenses (including reasonable attorney's fees), directly or indirectly arising in connection with, resulting from or in any way connected to the breach of any covenant, agreement, representation or warranty of Contractor under the terms of this Agreement.

7. Taxes. Contractor shall pay all state, local, or federal sales, use, income, excise, property, employment, unemployment or other taxes incurred on labor, materials and equipment connected with the Work, and Contractor shall reimburse Manager or Manager may, at its option, deduct and withhold the amount of such taxes paid by Manager from payments due or to become due to the Contractor.

8. Changes in the Work. Manager reserves the right to make changes in the Work and to increase or decrease the sum payable to Contractor accordingly. Only those changes in the Work which are approved in writing and executed by an authorized representative shall be binding on Manager.

9. Liens. Contractor shall keep the premises and property thereon free and clear from all liens of any kind and shall defend, indemnify and save Manager, Owner, and Property harmless against all costs, expenses, loss of use, and damage resulting from the filing of liens.

10. Warranties. Contractor warrants the Work will conform to the Contract Documents. Contractor further warrants that the Work will comply with and will be performed in accordance with all applicable laws, codes, rules or regulations. Inspection or acceptance of and payment for the Work, or any portion thereof, by Manager shall not constitute a waiver by Manager of any of its rights under this Agreement resulting from Contractor's breach or failure to perform or any other act or omission of Contractor, including without limitation the failure to perform the work in a good and workmanlike manner as required by the Contract Documents.

11. Corrective Work. Upon notification by Manager, Contractor shall, at its sole cost and expense, promptly correct any defective work which may appear before or after payment. Any corrective work performed by Contractor pursuant to the foregoing shall not, under any circumstance, limit any other rights or remedies available to Manager [or Owner] for breach, failure to perform or otherwise.

12. Payment. Upon receipt of an accurate invoice in duplicate, payment will be made to Contractor within thirty (30) days for the Work completed during the period covered by the invoice. Owner shall not be obligated to make any payment to Contractor hereunder if: (i) Contractor has failed to perform any of Contractor's obligations hereunder or otherwise is in default under this Agreement; (ii) any part of such payment is attributable to Work that is defective or not performed in accordance with the Proposal and the Plans and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work that is performed in accordance with the Proposal and the Plans and Specifications and is not defective; (iii) Contractor has failed to make payments promptly to Contractor's subcontractors or for material or labor used in the Work; or (iv) if Owner, in Owner's sole and absolute judgment, determines that any portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Proposal and the Plans and Specifications, no additional payments shall be due Contractor hereunder unless Contractor, at Contractor's sole cost and expense, completes a sufficient portion of the Work so that portion of the Contract Price remaining unpaid is determined by Owner to be sufficient to complete the Work.

13. Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

14. Relationship Between Parties. It is understood and agreed that the relationship between Manager and Contractor is that of employer and independent contractor and neither Contractor nor anyone employed by or under the supervision of or otherwise retained by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Manager or Owner.

15. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within the State of Colorado.

16. Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Unless otherwise indicated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or provisions are to those in this Agreement. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only Manager or Contractor but rather as if both Manager and Contractor had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

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17.6 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. (Subject to Section 4.3)

17.7 TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY TERM AND PROVISION HEREOF.

In witness whereof, each party has executed this Agreement on the date set forth under its signature below, but effective as of the date first set forth above.

By: Colliers International,
As Manager/Agent for **Mile High Business Center Metro District**

Its: Authorized Signatory

By: Robert P. Miller 11/16/2022
Date

Name: Robert Miller
Title: Vice President

By: **EarthX**

By: Brian Garbar 11/15/22
Date

Name: Brian Garbar
Title: Vice President - Environmental Services

EXHIBIT A

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1. Insurance Coverage. During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance policies of the types, in the minimum amounts and under the terms and conditions set forth below, with a company or companies licensed in the State of Colorado and rated B+ VII or better by A.M. Best Company.

2. Forms of Insurance Coverage.

2.1 Commercial General Liability Insurance. Commercial General Liability Insurance, including Bodily Injury, Broad Form Property Damage, Product Liability and Completed Operations, Independent Contractors (if any), and Contractual Liability.

Low Risk - \$1,000,000 liability requirement, per occurrence /Aggregate Limits must total \$2,000,000 (General Liability plus Umbrella):

Landscapers, Window cleaners, Trash Removers, Locksmith, Sign companies, Carpet and tile Installers, Janitorial, Cable companies, Carpet Cleaners, Parking lot sweepers, Tree Installers

Moderate Risk - \$2,000,000 liability requirement, per occurrence/Aggregate Limits must total \$3,000,000 (General Liability plus Umbrella):

Snow removal, Plumbers, Paving contractors, Painters, HVAC contractors, Framers Concrete/masonry contractors, Scaffolding contractors, Welders, Electricians, Pesticide Service, Drywall repairs, General Contractors, Mudjacks

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2.3 Worker's Compensation & Employer's Liability Insurance. Statutory amounts as required for Worker's Compensation by the laws of the State of Colorado.

2.4 All Risk Property Coverage. Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance ("Property Coverage") Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers or forms owned or rented for the benefit of Contractor. Failure of Contractor to secure Property Coverage or to maintain adequate levels of coverage shall not obligate Owner or Manager or their agents and employees for any losses of owned or rented equipment. Contractor's Property Coverage policy shall include a waiver of subrogation clause.

2.5 Professional Liability (Errors and Omissions) If Contractor is engaged for professional services or Contractor's Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$1,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after

completion of the services. Coverage shall be provided in a “claims made” form and shall include defense expense.

3. Terms and Conditions of Insurance Coverage.

3.1 Excess / Umbrella Liability. If a contractor's primary limits do not meet the minimum requirements for Commercial General Liability, Automobile Liability, and/or Employer's Liability as set forth in Section 1, then Excess / Umbrella Liability must be in place to meet minimum levels.

3.2 Primary Coverage. The Commercial General Liability Policies must state that it is primary, without right of contribution from any insurance carried by Manager or Owner. Contractor's policy shall include such words in an endorsement or on the Certificate of Insurance to be provided to Manager.

3.3 Additional Insured. Each of Manager and Owner must be named as an additional insured under the Commercial General Liability Policy on the Certificate of Insurance. Copies of the Certificate of Insurance and additional insured endorsements from the carrier should be forwarded to Manager prior to the commencement of work.

3.4 Certificate of Insurance. Contractor will deliver a newly-issued original ACORD 25-S Certificate of Insurance to the address shown below (i) with the Agreement signed by Contractor and (ii) at any time thereafter when any of Contractor's insurance coverages listed on the Certificate are renewed.

Certificate Holder:

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4643 South Ulster Street, Suite 1000
Denver, CO 80237

3.5 Notice of Cancellation. The words "endeavor to" on the ACORD 25-S must be struck out and initialed by the executing agent. The agent signing the ACORD 25-S form must provide evidence of its authorization to bind the carrier in the form of a letter from the carrier. Thirty (30) days' notice is required to be shown on the Certificate of Insurance.

3.6 Other. Provide the carriers' numeric and alphabetic A.M. Best rating along with the rating date.

3.7 Insurance indemnification and hold harmless agreement. Contractor (“Indemnitor”) does hereby indemnify, protect, defend and hold harmless **Mile High Business Center Metro District** (“Indemnitee”), and their respective partners, members, officers, directors, shareholders, participants, affiliates, insurers, employees, representatives, investors, invitees, agents, successors and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all costs, expenses, losses, liabilities, damages, claims, liens, demands, allegations or actions (collectively, “Losses”) suffered by or otherwise asserted against any Indemnified Party as a result of or otherwise arising in connection with any act or omission taken or which was failed to be taken by or on behalf of Indemnitor or any of Indemnitor’s officers, employees, subcontractors, agents or affiliates on or otherwise with respect to the Property – it being agreed that Losses shall include, without limitation, any and all Property damage and rent abated, withheld or otherwise offset by any tenant as a result of any act or omission by or on behalf of Indemnitor. Indemnitor agrees to defend, at Indemnitor’s sole cost (including, without limitation, attorneys’ fees) and with counsel acceptable to Indemnitee, each Indemnified Party against any Losses.

EXHIBIT B

HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

A. For purposes of this Agreement, the term "Hazardous Materials" includes (i) any matter or substance defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste," "toxic material," "toxic substance" or any substance or matter listed or subject to regulation in whole or in part under any part of the Resource Conservation and Recovery Act, Toxic Substances Control Act, Comprehensive Environmental Response, Conservation and Liability Act, Occupational Safety and Health Act, or any applicable federal, state or local statute, regulation, rule or ordinance, all as amended or by the Environmental Protection Agency or by any federal state or local governmental agency; and (ii) biological agents, including but not limited to mold.

B. Contractor shall submit to Manager detailed data and information sheets listing all hazardous materials or wastes on all products that may be used by Contractor in the performance of its services hereunder prior to the use of any such products. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on the surrounding stone, metal frame or gasketing materials.

C. Contractor shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, under, above, from or about the Premises (which shall include, but is not limited to, subsurface soil and ground water) by Contractor or its agents, without the prior written consent of Manager. Manager may, in its sole and absolute discretion, place such conditions as Manager deems appropriate with respect to such Hazardous Materials, and may further require that Contractor demonstrate to Manager, which may include an opinion from an independent environmental or legal consultant at Manager's sole option, that such Hazardous Materials are necessary to Contractor's performance of the Work and will be generated, stored, used and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with best industry customs or business practices. Manager may require Contractor to obtain Pollution Liability Insurance to insure against liabilities arising out of Contractor's work, and to include Owner and Manager as an additional insured under such insurance policies.

D. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, protect and defend (with attorneys acceptable to Owner) Owner and Manager, and any successors to all or any portion of Owner's interest in the Premises, and their directors, officers, employees, partners, shareholders, members, authorized agents, affiliates, representatives, insurers and mortgagees, and their successors and assigns, from and against any and all liabilities, losses and damages, including but not limited to damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact or marketing of space in the Premises, diminution in the value of the Premises, judgments, fines, demands, claims, recoveries, deficiencies, cost and expenses, including but not limited to reasonable attorney's fees, disbursements and court costs and all other professional or consultant's expenses, whether foreseeable or unforeseeable or arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Premises by Contractor, or Contractor's agents, and specifically including the cost of any required or necessary repair, restoration and clean-up, including but not limited to the cost of investigation and removal of Hazardous Materials or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Agreement. This Exhibit B shall survive the termination of this Agreement.

EXHIBIT C

CONTRACTOR'S SPECIFICATIONS FOR SERVICES

See attached proposal.



3409 N Prospect Street
 Colorado Springs Co
 719-659-6129

Date: October 13, 2022
 Company: Mile High Business Center
 Attn: Mark Tekavec / James Sheehan
 Project: MHBC Fall 2022 Maintenance

Phone:
 Fax:

Item	Items	Quantity		Unit Price		Total
1	Site Inspeiton and Report	0.00	EA	\$ 500.00		\$0.00
2	Mowing and Trimming	24,000.00	YD ²	\$ 0.1100		\$2,640.00
3	Trash Collection and vegetation removal	24.00	HR	\$ 51.50		\$1,236.00
4	Dumpsters	2.00	EA	\$ 1,236.00		\$2,472.00
5	Mobilization	0.50	LS	\$ 1,854.00		\$927.00
Total:						\$7,275.00

Bond if required @ 2.50% additional

Exclusions-

Note-

No warranty or guarantee is expressed or Implied. We will honor general workmanship standards.

Payment Terms:

Payment Net is 30 days. Interest will be charged @ 1.5% per month.

Acceptance of quote and terms: Company Name: Signature: Date:	Agreement to quote and terms: EarthX. Signature: Date:
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SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of _____, by and between _____ (hereinafter referred to as "Owner") and Colliers Bennett & Kahnweiler, Inc. d/b/a Colliers International (hereinafter referred to as Property Manager) and _____ (hereinafter referred to as Contractor").

WITNESSETH

WHEREAS, Owner has given Property Manager the full right and authority to enter into this Service Agreement on Owners behalf and all action necessary to do so has been duly taken; and

WHEREAS, Owner and Manager desire to have Contractor provide the services set forth in "Exhibit C" for the property located at _____ (the "Property"), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Owner and Contractor agree as follows:

1. Contractor agrees to provide all labor, material, equipment, and supervision and do all things necessary to provide the hereinafter described services in accordance with the following terms and conditions, to include Exhibit A – Insurance Requirements and Exhibit B – Hazardous Materials Requirements.

2. Term and Cancellation.

2.1 Term of Agreement: The term of this agreement shall be _____ month(s) commencing _____ and ending _____ unless sooner terminated.

2.2. If box is checked, this Contract shall continue on a month-to-month basis after the initial term.

2.3 If this box is checked, this is a contract for a single project, to commence upon execution and to be completed in accordance with the contractor’s proposal.

2.4 Cancellation. Either party reserves the right to cancel this Agreement upon thirty (30) days prior written notice given to the other. Further, the Manager may cancel this Agreement immediately upon sale of the Property or upon the effective date of the Manager's termination. If this Agreement is terminated, Manager's liability will be limited to the unpaid balance for services previously rendered.

3. Consideration for Services.

3.1 Consideration. In consideration of services performed in full compliance with all terms and conditions of this Agreement, Manager agrees to pay to Contractor as set forth in the attached "Exhibit C". It is understood that the Contract Price includes all labor, materials and other items of every description whatsoever necessary to the performance and completion of the Work, including the performance of and compliance by the Contractor with all covenants and agreements of Contractor contained herein. No additional charges, fuel surcharges, environmental fees or other additional costs or fees, not disclosed in the attached proposal will be paid.

3.2 Pro Rated Consideration. In the event this Agreement is terminated effective on any day other than the last day of a calendar month, the fee for such partial month shall be equal to the amount of the monthly installment, divided by the total number of days in the month and multiplied by the number of days in the month prior to the effective date of termination.

4. Miscellaneous.

4.1 Notices. Any notice, demand, request, approval or other communication to be given by one party to the other shall be in writing (unless some other form of notice is specifically provided for herein) and given by personal service, telegram, or express mail, Federal Express, DHL or any other similar form of airborne/overnight delivery service, or mailing in the United States mail (certified and return receipt requested), addressed to the parties at their respective addresses as follows:

To Contractor:

To Manager:

Colliers International
4643 S. Ulster St, Suite 1000
Denver, Colorado 80237
Attention:

Any such notice shall be deemed to have been given upon delivery or refusal of acceptance of attempted delivery. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party. Manager and Contractor, and their respective counsel, hereby agree that notices may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by Manager's or Contractor's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

4.2 Owner is a Third-Party Beneficiary. The Owner is a third-party beneficiary of the Agreement and shall have all rights and remedies of Manager.

4.3 Assignment; Transferring. Contractor's interest, obligations, liabilities and duties under the Agreement may not be assigned or transferred without written agreement.

4.4 Integration of Other Agreements. This Agreement sets forth the entire contract and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

4.5 Duplicate Originals: Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal force and effect. Additionally, this Agreement may be executed in counterparts, but shall become effective only after a counterpart hereof has been executed by each party; all said counterparts, when taken together, shall constitute the entire single Agreement between the parties.

4.6 Exhibits. All Exhibits hereto are incorporated into and made part of this Agreement. In the event of any inconsistency between this Agreement and any of the Exhibits, this Agreement shall control.

TERMS AND CONDITIONS:

5. Performance. Contractor shall commence performance of Work at such time as designated by Manager; prosecute the Work with all reasonable diligence; complete the Work in a good and workmanlike manner in strict accordance with this Agreement, all specifications and instructions, and all Contract Documents. Time of performance is of the essence. Contractor acknowledges that it has examined and is familiar with the circumstances under which the Work is to be performed.

A. Contractor shall comply with all rules, regulations, ordinances and laws in the performance of the Work. Contractor shall secure and furnish to Owner any and all permits and authorizations required by any municipal, county, state or federal governmental body or agency in connection with the Work prior to the commencement thereof. Contractor shall cause the Work to be constructed in compliance with this Agreement, the Plans and Specifications and all applicable environmental, zoning, subdivision, building and use laws, rules, regulations, ordinances, codes and requirements imposed by any governmental authority.

B. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to, (i) all of Contractor's and any subcontractor's employees working on or about the Premises and any other persons who may be affected by the Work; (ii) the Work and all materials and equipment to be incorporated therein; and (iii) other real and personal property on, about or adjacent to the Premises. Contractor shall erect and maintain, as may be required, all reasonable safeguards for safety and protection in connection with or related to the Work, including but not limited to posting warning signs, promulgating safety regulations and notifying any occupants of any facilities adjacent to the Premises. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the safety of persons and property and their protection from damage, injury or loss.

C. Contractor shall comply with Owner's reasonable requirements regarding daily clean-up. Contractor shall keep the Premises and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under this Agreement. Upon completion of the Work, Contractor shall remove all surplus material, containers and rubbish from the Premises and shall leave the Premises clean and ready for occupancy.

6. Indemnification by Contractor. Contractor agrees to indemnify, defend and hold Manager and Owner free and harmless of, from and against any and all claims, demands, losses, liabilities, causes of action, costs or expenses (including reasonable attorney's fees), directly or indirectly arising in connection with, resulting from or in any way connected to the breach of any covenant, agreement, representation or warranty of Contractor under the terms of this Agreement.

7. Taxes. Contractor shall pay all state, local, or federal sales, use, income, excise, property, employment, unemployment or other taxes incurred on labor, materials and equipment connected with the Work, and Contractor shall reimburse Manager or Manager may, at its option, deduct and withhold the amount of such taxes paid by Manager from payments due or to become due to the Contractor.

8. Changes in the Work. Manager reserves the right to make changes in the Work and to increase or decrease the sum payable to Contractor accordingly. Only those changes in the Work which are approved in writing and executed by an authorized representative shall be binding on Manager.

9. Liens. Contractor shall keep the premises and property thereon free and clear from all liens of any kind and shall defend, indemnify and save Manager, Owner, and Property harmless against all costs, expenses, loss of use, and damage resulting from the filing of liens.

10. Warranties. Contractor warrants the Work will conform to the Contract Documents. Contractor further warrants that the Work will comply with and will be performed in accordance with all applicable laws, codes, rules or regulations. Inspection or acceptance of and payment for the Work, or any portion thereof, by Manager shall not constitute a waiver by Manager of any of its rights under this Agreement resulting from Contractor's breach or failure to perform or any other act or omission of Contractor, including without limitation the failure to perform the work in a good and workmanlike manner as required by the Contract Documents.

11. Corrective Work. Upon notification by Manager, Contractor shall, at its sole cost and expense, promptly correct any defective work which may appear before or after payment. Any corrective work performed by Contractor pursuant to the foregoing shall not, under any circumstance, limit any other rights or remedies available to Manager [or Owner] for breach, failure to perform or otherwise.

12. Payment. Upon receipt of an accurate invoice in duplicate, payment will be made to Contractor within thirty (30) days for the Work completed during the period covered by the invoice. Owner shall not be obligated to make any payment to Contractor hereunder if: (i) Contractor has failed to perform any of Contractor's obligations hereunder or otherwise is in default under this Agreement; (ii) any part of such payment is attributable to Work that is defective or not performed in accordance with the Proposal and the Plans and Specifications; provided, however, such payment shall be made as to the part thereof attributable to Work that is performed in accordance with the Proposal and the Plans and Specifications and is not defective; (iii) Contractor has failed to make payments promptly to Contractor's subcontractors or for material or labor used in the Work; or (iv) if Owner, in Owner's sole and absolute judgment, determines that any portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Proposal and the Plans and Specifications, no additional payments shall be due Contractor hereunder unless Contractor, at Contractor's sole cost and expense, completes a sufficient portion of the Work so that portion of the Contract Price remaining unpaid is determined by Owner to be sufficient to complete the Work.

13. Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

14. Relationship Between Parties. It is understood and agreed that the relationship between Manager and Contractor is that of employer and independent contractor and neither Contractor nor anyone employed by or under the supervision of or otherwise retained by Contractor shall be deemed for any purpose to be the employee, agent, servant or representative of Manager or Owner.

15. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within the State of Colorado.

16. Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Except as otherwise provided in this Agreement, all exhibits referred to herein are attached hereto and are incorporated herein by this reference. Unless otherwise indicated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or provisions are to those in this Agreement. Any reference to a Section herein includes all subsections thereof. This Agreement shall not be construed as if it had been prepared by only Manager or Contractor but rather as if both Manager and Contractor had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

17. General.

17.1 Number and Gender. As used in this Agreement, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular.

17.2 Modification. A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by both Manager and Contractor.

17.4 Non-Waiver of Rights. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

17.5 Days. The term "days" as used herein shall mean actual days occurring, including Saturdays, Sundays and holidays. The term "business days" shall mean days other than Saturdays, Sundays and holidays. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered if accomplished or delivered on the next following business day.

17.6 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. (Subject to Section 4.3)

17.7 TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY TERM AND PROVISION HEREOF.

In witness whereof, each party has executed this Agreement on the date set forth under its signature below, but effective as of the date first set forth above.

By: Colliers International,
As Manager/Agent for **Mile High Business Center Metropolitan District**

Its: Authorized Signatory

By: Robert P. Miller 8/4/2022
Date

Name: Robert Miller
Title: Vice President

By: **Keesen Landscape Management, Inc.**

By: [Signature] 8.4.22
Date

Name: David S. Hester
Title: Branch Manager

EXHIBIT A

INSURANCE REQUIREMENTS

1. Insurance Coverage. During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance policies of the types, in the minimum amounts and under the terms and conditions set forth below, with a company or companies licensed in the State of Colorado and rated B+ VII or better by A.M. Best Company.

2. Forms of Insurance Coverage.

2.1 Commercial General Liability Insurance. Commercial General Liability Insurance, including Bodily Injury, Broad Form Property Damage, Product Liability and Completed Operations, Independent Contractors (if any), and Contractual Liability.

Low Risk - \$1,000,000 liability requirement, per occurrence /Aggregate Limits must total \$2,000,000 (General Liability plus Umbrella):

Landscapers, Window cleaners, Trash Removers, Locksmith, Sign companies, Carpet and tile Installers, Janitorial, Cable companies, Carpet Cleaners, Parking lot sweepers, Tree Installers

Moderate Risk - \$2,000,000 liability requirement, per occurrence/Aggregate Limits must total \$3,000,000 (General Liability plus Umbrella):

Snow removal, Plumbers, Paving contractors, Painters, HVAC contractors, Framers Concrete/masonry contractors, Scaffolding contractors, Welders, Electricians, Pesticide Service, Drywall repairs, General Contractors, Mudjackers

High Risk - \$5,000,000 liability requirement, per occurrence/Aggregate Limits must total \$6,000,000 (General Liability plus Umbrella):

Roofers & Structural Contractors

2.2 Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance, Bodily Injury and Property Damage in all owned, non-owned and hired vehicles. **Combined Single Limit - \$1,000,000**

2.3 Worker's Compensation & Employer's Liability Insurance. Statutory amounts as required for Worker's Compensation by the laws of the State of Colorado.

2.4 All Risk Property Coverage. Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance ("Property Coverage") Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers or forms owned or rented for the benefit of Contractor. Failure of Contractor to secure Property Coverage or to maintain adequate levels of coverage shall not obligate Owner or Manager or their agents and employees for any losses of owned or rented equipment. Contractor's Property Coverage policy shall include a waiver of subrogation clause.

2.5 Professional Liability (Errors and Omissions) If Contractor is engaged for professional services or Contractor's Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$1,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after

completion of the services. Coverage shall be provided in a “claims made” form and shall include defense expense.

3. Terms and Conditions of Insurance Coverage.

3.1 Excess / Umbrella Liability. If a contractor's primary limits do not meet the minimum requirements for Commercial General Liability, Automobile Liability, and/or Employer's Liability as set forth in Section 1, then Excess / Umbrella Liability must be in place to meet minimum levels.

3.2 Primary Coverage. The Commercial General Liability Policies must state that it is primary, without right of contribution from any insurance carried by Manager or Owner. Contractor's policy shall include such words in an endorsement or on the Certificate of Insurance to be provided to Manager.

3.3 Additional Insured. Each of Manager and Owner must be named as an additional insured under the Commercial General Liability Policy on the Certificate of Insurance. Copies of the Certificate of Insurance and additional insured endorsements from the carrier should be forwarded to Manager prior to the commencement of work.

3.4 Certificate of Insurance. Contractor will deliver a newly-issued original ACORD 25-S Certificate of Insurance to the address shown below (i) with the Agreement signed by Contractor and (ii) at any time thereafter when any of Contractor's insurance coverages listed on the Certificate are renewed.

Certificate Holder:

c/o Colliers International
4643 South Ulster Street, Suite 1000
Denver, CO 80237

3.5 Notice of Cancellation. The words "endeavor to" on the ACORD 25-S must be struck out and initialed by the executing agent. The agent signing the ACORD 25-S form must provide evidence of its authorization to bind the carrier in the form of a letter from the carrier. Thirty (30) days' notice is required to be shown on the Certificate of Insurance.

3.6 Other. Provide the carriers' numeric and alphabetic A.M. Best rating along with the rating date.

3.7 Insurance indemnification and hold harmless agreement. Contractor (“Indemnitor”) does hereby indemnify, protect, defend and hold harmless _____ ; (“Indemnitee”), and their respective partners, members, officers, directors, shareholders, participants, affiliates, insurers, employees, representatives, investors, invitees, agents, successors and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all costs, expenses, losses, liabilities, damages, claims, liens, demands, allegations or actions (collectively, “Losses”) suffered by or otherwise asserted against any Indemnified Party as a result of or otherwise arising in connection with any act or omission taken or which was failed to be taken by or on behalf of Indemnitor or any of Indemnitor’s officers, employees, subcontractors, agents or affiliates on or otherwise with respect to the Property – it being agreed that Losses shall include, without limitation, any and all Property damage and rent abated, withheld or otherwise offset by any tenant as a result of any act or omission by or on behalf of Indemnitor. Indemnitor agrees to defend, at Indemnitor’s sole cost (including, without limitation, attorneys’ fees) and with counsel acceptable to Indemnitee, each Indemnified Party against any Losses.

EXHIBIT B

HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

A. For purposes of this Agreement, the term “Hazardous Materials” includes (i) any matter or substance defined as a “hazardous material,” “hazardous substance,” “hazardous waste,” “toxic waste,” “toxic material,” “toxic substance” or any substance or matter listed or subject to regulation in whole or in part under any part of the Resource Conservation and Recovery Act, Toxic Substances Control Act, Comprehensive Environmental Response, Conservation and Liability Act, Occupational Safety and Health Act, or any applicable federal, state or local statute, regulation, rule or ordinance, all as amended or by the Environmental Protection Agency or by any federal state or local governmental agency; and (ii) biological agents, including but not limited to mold.

B. Contractor shall submit to Manager detailed data and information sheets listing all hazardous materials or wastes on all products that may be used by Contractor in the performance of its services hereunder prior to the use of any such products. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on the surrounding stone, metal frame or gasketing materials.

C. Contractor shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, under, above, from or about the Premises (which shall include, but is not limited to, subsurface soil and ground water) by Contractor or its agents, without the prior written consent of Manager. Manager may, in its sole and absolute discretion, place such conditions as Manager deems appropriate with respect to such Hazardous Materials, and may further require that Contractor demonstrate to Manager, which may include an opinion from an independent environmental or legal consultant at Manager’s sole option, that such Hazardous Materials are necessary to Contractor’s performance of the Work and will be generated, stored, used and disposed of in a manner that complies with all applicable laws regulating such Hazardous Materials and with best industry customs or business practices. Manager may require Contractor to obtain Pollution Liability Insurance to insure against liabilities arising out of Contractor’s work, and to include Owner and Manager as an additional insured under such insurance policies.

D. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, protect and defend (with attorneys acceptable to Owner) Owner and Manager, and any successors to all or any portion of Owner’s interest in the Premises, and their directors, officers, employees, partners, shareholders, members, authorized agents, affiliates, representatives, insurers and mortgagees, and their successors and assigns, from and against any and all liabilities, losses and damages, including but not limited to damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact or marketing of space in the Premises, diminution in the value of the Premises, judgments, fines, demands, claims, recoveries, deficiencies, cost and expenses, including but not limited to reasonable attorney’s fees, disbursements and court costs and all other professional or consultant’s expenses, whether foreseeable or unforeseeable or arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the Premises by Contractor, or Contractor’s agents, and specifically including the cost of any required or necessary repair, restoration and clean-up, including but not limited to the cost of investigation and removal of Hazardous Materials or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Agreement. This Exhibit B shall survive the termination of this Agreement.

EXHIBIT C

CONTRACTOR'S SPECIFICATIONS FOR SERVICES



Snow & Ice Management Agreement

Property/Client Name and Contact Information:

Property Address:	Billing Address:	Colliers International
11551 E. 45th Ave. Denver, CO 80239	4643 South Ulster Street, Suite 1000 Denver, CO 80237	James Sheehan
		James.Sheehan@colliers.com
		720-833-4632

Mile High Metro District, ("**Client**"), hereby engages Keesen Landscape Management Inc., ("**Company**"), to provide certain snow and ice management services ("**Services**") in accordance with this Snow & Ice Management Agreement (this "**Agreement**"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "**General Terms**"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "**Addendum**"), which are part of this Agreement and incorporated herein by this reference.

Service Areas. Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas specified in the Addendum (collectively, "**Service Areas**") during each snow or ice event ("**Event**"), subject to all of the terms and conditions of this Agreement.

Event. Each Event will be deemed to start when accumulations of snow and/or ice at the Service Areas reach the depth specified in the Addendum as the "**Trigger Depth**", or other Services-initiation factors as described in the Addendum and will continue until 24 hours after increases in such accumulations first end. Services will be performed prior to or after an Event to the extent expressly provided for in the Addendum or otherwise agreed in writing by Client and Company.

Services. Services during the term of this Agreement will include the following, subject to the specifics as described in the Addendum:

Snow Plowing/Clearing - Snow will be plowed/cleared in Service Areas during each Event, as provided for in the Addendum.

De-icing - De-icing materials will be applied in Service Areas during each Event, as provided for in the Addendum.

Pricing and Payment. Pricing of amounts payable by Client to Company for the Services is set forth in the Addendum. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional \$25 late fee.

Term. The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified below and as described in the Addendum, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.

Term of Agreement (Select One): 2022-2023 Snow Season

EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

Client: Mile High Metro District	Company: Keesen Landscape Management Inc.
By:	By:
Name: James Sheehan	Name:
Title: Property Manager	Title:
Date:	Date:

GENERAL TERMS AND CONDITIONS

Authority: Based upon weather forecasts, existing conditions at the time and the Client's property profile as included in the Addendum to this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications in the Addendum and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

Client Instructions: If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability for any resulting consequences of complying with said instructions. All such instructions must be made in writing and must be received and acknowledged by Company, a minimum of four (4) hours ahead of time in order for Company to make adjustments to Services. Any change in level or scope of Services as specified in the Addendum must be requested by Client in writing and agreed to by Company in writing. Any such changes will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed. If client becomes aware of a snow related incident or accident, it is the duty of the Client to immediately notify the Company.

Damage: Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or "worn" as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

Indemnification: To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

Insurance: A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client's written request.

Limitations:

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to "bare pavement", and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow or the failure or refusal of Client to permit or provide for removal or

relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice from roofs, awnings, gutters, gutter drains, icicles, trees or drifting or piled snow.

- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company and obtain Company's agreement for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

Non-Payment: In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

Service Area Diagrams / Maps: Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow. If requested by Company, Client will have a Client representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues.

Miscellaneous:

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.
- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company's principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator's fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company's principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

SNOW & ICE SERVICES AND PRICING ADDENDUM					
Property Address: 11551 E. 45th Ave. Denver, CO 80239	Contract Effective Date: November 1, 2022 (or upon execution of Agreement) End Date: April 30, 2023 Winter Season: 2022 - 2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Primary Contact: James Sheehan</td> </tr> <tr> <td style="padding: 2px;">720-833-4632 James.Sheehan@colliers.com</td> </tr> <tr> <td style="padding: 2px;">Opp# 87555 - SNOW 2022-2023</td> </tr> </table>	Primary Contact: James Sheehan	720-833-4632 James.Sheehan@colliers.com	Opp# 87555 - SNOW 2022-2023
Primary Contact: James Sheehan					
720-833-4632 James.Sheehan@colliers.com					
Opp# 87555 - SNOW 2022-2023					

SCOPE:

The company will commence services at Mile High Metro District only after the "Trigger" depths listed on page listed on page 5 are reached. Any services required before "Trigger" depths are met will need to be requested by the Client in writing. Please also indicate any special requests or property specifics under the "Special Instructions" section on page 5.

PLOWING:

The Company, by use of heavy duty 4-wheel drive trucks or other heavy equipment, will plow Service Areas as direct by the Client. This does not include unpaved surface areas. Plowing is accomplished by mechanically pushing snow to side boundaries and/or with windrowing snow into landscaped areas. The Company, at its sole discretion, will supply the most efficient type of equipment for the property. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

SHOVELING:

The Company, by use of labor with snow shovels, snow blowers, Snow Rator, ATVs or UTVs, will clear sidewalks as directed by the Contracting Officer. This does not include unpaved surface area. Clearing is accomplished by pushing snow to side boundaries. All perimeter walks will be cleared unless instructed otherwise by the Client in writing. The Company, at its sole discretion, will supply the most efficient type of equipment. This Agreement does not provide for physical removal or hauling of snow from site, these services can be completed upon written request by Client.

DE-ICING:

Unless otherwise noted by the Client in the "Special Instructions" section on page 5, deicing products will be applied to Service Areas as conditions dictate and the Company's sole discretion. It is important to note that deicing products may be corrosive and potentially damaging to pets, plants and turf. Colored concrete and pavers may particularly be susceptible to staining. It is the Client's responsibility to notify the Company of any concrete that is less than one year old or any other areas of concern where deicing products should not be applied. The Company is not responsible for damage caused by deicing products.

EVENT:

Each Event will be deemed to start when accumulations of snow at the Service Areas reaches the specified "Trigger" depth. Once initial services are complete, the Company will monitor the Service Areas and provide any additional services deemed necessary for 24 hours after initial accumulation has ended. Any necessary services prior to the "Trigger" depth being met, or after the 24-hour Event timeframe has ended, will require a written request by the Client.

BLIZZARD and HEAVY SNOW CONDITIONS:

Blizzard conditions or heavy snowfall in excess of 10" will require an adjusted initial service plan. When these conditions are present, as much snow as possible will be cleared from sidewalks, parking lots, drive lanes, and driveways during the initial visit to keep areas "open". Internal sidewalks will be cleared to one shovel width to allow access and perimeter walks (greenbelts, walkways, and sidewalks along City streets) will be cleared post event and after City/County/State snowplows have complete their street removal. Perimeter walks may require specialty equipment due to the depth and severity of plowed up snow on perimeter walks from the City plows. A secondary visit will be done to complete any additional services that were not complete during the initial clearing.

TRIGGER DEPTHS:

Client's Initials	Depth	Service
<u>JS</u>	2" inches	Clearing of Sidewalks
<u>JS</u>	2" inches	Plowing of Parking Lots, Drive Lanes, and Streets

RATES:

Hourly & Unit	2022 - 2023 Season
Plow Truck	\$125.00/hr.
Skid Steer	\$140.00/hr.
Front End Loader	\$250.00/hr.
SnowRator or UTV	\$115.00/hr.
ATV or Sidewalk Blade	\$100.00/hr.
Snow Blower	\$75.00/hr.
Hand Shoveling	\$68.00/hr.
Ice Melt	\$.90 lbs.
Ice Melt Application	\$68.00/hr.
Liquid Magnesium Chloride	\$3.00 gal
Liquid Mag. Chloride Application	\$130.00/hr.
Ice Slicer	\$295.00 Ton
Ice Slicer Application	\$115.00/hr.
Snow Stake Labor	\$55.00/hr.
Snow Stakes	\$4.00/hr.

All Services are billed on a Time and Material basis, including port to port travel time to the property.

SPECIAL INSTRUCTIONS:

PAYMENT:

Company's invoices will be due and payable by Client upon issuance by Company. Payments may be made by ACH or mail payments to:

Keesen Landscape Management Inc. 3541 E. 64th Avenue Commerce City, CO 80022

Snow Management Agreement valid for 30 days unless approved by Keesen Landscape Management Inc.

Mile High Metro District (Client):		Keesen Landscape Management Inc. (Company):	
By:		By:	
Name: James Sheehan		Name:	
Title: Property Manager	Date:	Title:	Date:

East 47th Avenue

11700 E 47th Ave.
Mile High 1

11775 E 45th Ave.
Mile High 2A

11551 E 45th Ave.
Mile High 2

11198 E 45th Ave.
Mile High 4

11351 E 45th Ave.
Mile High 3

East 45th Avenue

Northeast Early College

Parking lot

Wright Pest Control, Inc

10973 Mill Hollow Rd Littleton, CO 80127

(303) 257-2206

billing@wrightpest.com

Pest Control Service Contract

Billing Information	Service Information
Customer: Colliers Intl	Property Name: Mile High Business Park
Street: 4643 S Ulster St	Street: 11351 E 45th Ave <i>DETENTION POND TREE LINE ON SOUTH SIDE OF 45TH AVENUE</i>
City, State, Zip: Denver, Co 80237	City, State, Zip: Denver, Co 80239
Contact Person: Mark Tekavec Phone: 303-309-3524	Contact Person: Mark Tekavec Phone: 303-309-3524
Email: mark.tekavec@colliers.com	Property Type: Commercial #Apts:
Payment is due within 30 days of service. If payment is not received within 30 days a \$25 late fee will be added monthly.	Services to be performed: <input type="checkbox"/> Weekly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> One Time Special <input type="checkbox"/> Other Click here to enter text.

Initial Treatment Instructions:

Area - Bait, and cover open Prairie Dog holes

Method - Using Weevicide

Maintenance Service Instructions : Service Day Click here to enter a date.

Area - Same as above- We will Treat Holes only along Sidewalk area. *ON SOUTH SIDE OF 45TH AVE.*

Method - Click here to enter text.

Target Pests (Check all that apply):

- Roaches Pharaoh Ants Mice Silver Fish Spiders Rats Cluster Flies
 Wasps Centipedes Bees Fire Brats Millipedes Pigeons Hornets
 Sugar Ants Voles Carpenter Ants Pavement Ants Other Prairie Dogs

Warranty:

MONTHLY SERVICE includes unlimited service calls at no additional charge for ants, crickets, mice and spiders.

QUARTERLY SERVICE includes four scheduled visits per year and up to four extra service calls per year at no additional charge.

ONE TIME services have a 30-day warranty for the original problem.

APARTMENTS: Unless otherwise arranged only 6 units per service will be treated.

Service Renewal: This agreement shall be for an initial period of one year and will automatically renew itself annually unless cancelled by giving 30 day notice in writing.

Initial Service Charge: \$125.00 Monthly Service Charge: \$90.00

Wright Pest Control: *Keith Kohler*

Date: 4/5/2018

Customer X MARK TEKAVEC *Mark Tekavec*
 VP - PROPERTY MANAGER

Date: 4/6/18

Customer Cooperation: Customer agrees to fully cooperate with Wright Pest Control to ensure effective results in Wright's pest control treatments and services. Customer agrees to (1) Provide proper and full access to the premises; (2) maintain the premises in a clean and uncontaminated state; (3) prepare all areas necessary to allow Wright's to perform the services per practices and regulations. If the Wright's employee arrives to perform a scheduled service and is unable to do so because of failure on the client's part to provide access or appropriate preparation as instructed a \$25 trip charge will be assessed. Any checks /payments returned will be charged a \$50 fee and payment in the form of money order or cashier's check will be due immediately.

Warranties: Wright's guarantees to conduct inspections and apply chemicals in accordance with the specifications contained in this agreement. In addition, Wright's guarantees that all labor furnished by Wright's will meet safety standards required by federal, state, and local laws and regulations. Wright's will provide service and will respond for any true emergency calls. Except as expressly written in this contract, Wright's disclaims *any* other warranties, written or implied.

Insurance: Wright's agrees to maintain, during the term of this agreement, liability insurance to protect the customer and its' employees and agents.

Damages:

Pest Damage: Customer agrees that Wright's (1) is not responsible for any direct or indirect damage to the premises or the contents therein caused by the customer's pest infestation; (2) is not responsible for any inconvenience or burden caused by Wright's treatment or delay in treatment of the premises.

Force Majeure: Wright's shall not be liable to the customer for any damages as result of delay or damage caused by act of God, fire, lightning, flood, earthquake, cyclone, strikes, neglect/default of any third party, or any other cause beyond Wright's control. Wright's obligations, as set forth in this agreement, shall be extended and continued for a period of time equivalent to the time lost by reason of any of said causes.

Cancellation: This agreement may be cancelled by either party with 30 days written notice.

Collection Expenses: In the event of default by the customer of any term or provision of this agreement, the customer agrees to be responsible for any costs or fees incurred by Wright's in enforcing the terms and provisions of this agreement and/or collecting any amounts due hereunder, including but not limited to, reasonable attorneys' fees.

Limitation of Remedies: Customer agrees and acknowledges that Wright's is not responsible or otherwise liable for any direct, indirect, special or consequential damages or punitive damages, of whatever nature, or any indirect damages or punitive damages. Wright's liability for damages resulting or arising from the performance of this agreement shall be limited to and not exceed the annual fee paid by the customer which has been set in this agreement. In the event Wright's is late, or unable to appear at any scheduled appointment, Wright's shall make all reasonable efforts to contact the customer prior to the scheduled appointment to reschedule for a mutually convenient time. If Wright's is unable to appear or is forced to reschedule any appointment with the customer, this does not alter or release the customer's obligations under this agreement.

Law, Jurisdiction and Venue: This agreement and all matters and issues collateral hereto shall be constructed according to the laws of the State of Colorado. The parties agree that the County and/or District Court of the City and County of Denver, Colorado shall have exclusive jurisdiction, including personal jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this agreement or the breach of this agreement, except as otherwise unanimously agreed upon by the parties.