

**ADMINISTRATIVE, OPERATIONS AND MAINTENANCE ADVANCE AND  
REIMBURSEMENT AGREEMENT  
(REMUDA RIDGE METROPOLITAN DISTRICT)**

This Administrative, Operations and Maintenance Advance and Reimbursement Agreement (“**Agreement**”) is dated as of October 16, 2017, by and between Remuda Ridge Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and COLA, LLC, a Colorado limited liability company (hereinafter referred to as the “**Owner**” and together with the District, the “**Parties**,” and each a “**Party**”).

RECITALS

WHEREAS, the District was organized to finance, acquire, construct, install and maintain public infrastructure within and without the boundaries of the Districts, in accordance with its Service Plan; and

WHEREAS, the District’s available general fund property tax revenues and other general fund revenues may not, from time to time, be sufficient to fully fund and pay its operating, maintenance, and general administrative expenses; and

WHEREAS, the Owner will advance reasonable funds as requested from time to time by the District to pay such expenses with the expectation of being reimbursed by the District pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein and other good and sufficient consideration, the Parties agree to the terms herein.

COVENANTS AND AGREEMENTS

1. Advances.

(a) The Owner agrees, subject to the terms hereof, to incur and or advance funds in a maximum not to exceed total amount of \$65,000 unless otherwise agreed to by Owner during the term of this Agreement (the "Advances") as may be reasonably requested from time to time by the District to pay operating, maintenance, and administrative expenses.

(b) If the District determines that there will be insufficient funds available to pay the District’s operating, maintenance, and administrative expenses for the next fiscal year or at any time during the fiscal year, the District shall calculate the anticipated amount of such funding shortfall (the "Funding Shortfall"), which shall be classified by nature of operational use.

(c) Unless otherwise agreed to by the Parties, the District shall submit written requests on an as needed basis, which may be made monthly, quarterly, bi-annually and annually, to the Owner requesting Advances to be deposited as directed with the District’s bank in the amount of the Funding Shortfall. The Owner, after reasonable verification of such Funding Shortfall, shall incur or make an Advance for the reasonable Funding Shortfall for the period requested within 30 days from receipt of the written request. Depending on the amount of

a Funding Shortfall request, the Owner, in its sole discretion, may elect to make the Advances in equal monthly installments for the period requested.

(d) Within 45 days after the end of each fiscal year during the term of this Agreement, the District shall complete an accounting of any funds respectively incurred or advanced pursuant to this Agreement, which shall be classified by nature of use, and submit said accounting to the Owner. In the event that the amount of the Advances hereunder exceed the actual costs and expenses incurred by the District for operation, maintenance, and/or administration, the District shall, within 30 days after the completion of such accounting, refund such excess amounts to the Owner if requested.

2. Reimbursement.

(a) If and to the extent the District determines that it has legally available revenue which is not otherwise appropriated, obligated, pledged or reserved for any current or future purpose in any fiscal year, the District will, from such available sources, reimburse the Owner for all respective Advances, together with simple interest thereon at a rate of 8.0% (cumulatively, the "Reimbursement Amount") commencing as of the date of each Advance.

(b) If requested, the District will take all reasonable necessary action to recognize that interest paid to the Owner on the Reimbursement Amount will, to the extent possible under federal tax regulations, be treated as exempt from federal income taxation. Any District Board decision to appropriate the Reimbursement Amount, however, shall be purely discretionary and non-obligatory.

3. Integrated Agreement and Amendments. This Agreement and any special terms and conditions described hereunder and appended hereto as contemplated by this Agreement constitute the entire, integrated agreement of the Parties. This Agreement, and each and every of its terms and conditions, may be added to or amended only by the mutual written agreement of the Parties, which agreement shall be executed with the same formalities as this Agreement shall have been executed. Special terms and conditions, if any, which are agreed upon by the Parties at the time this Agreement is executed shall be reduced to writing in accordance with this Section and appended to this Agreement.

4. Notice. Any notices, demands, or other communications required or permitted to be given in writing hereunder shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

District: Remuda Ridge Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron  
Attorneys at Law  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

Attention: Sean Allen, Esq.  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
[sallen@wbapc.com](mailto:sallen@wbapc.com)

Owner: COLA, LLC  
555 Middle Creek Parkway, Suite 380  
Colorado Springs, Colorado 80921  
Attention: Kevin Hart  
719-382-9433 (phone)  
[khart@asperviewhomes.net](mailto:khart@asperviewhomes.net)

5. Assignment. This Agreement, and each and every of its rights and obligations, may not be assigned by the District except with the written consent of the Owner, and may not be assigned by the Owner.

6. Severability. If any clause(s) or provision(s) of this Agreement shall be adjudged to be invalid and unenforceable by a court of competent jurisdiction or by operation of any law, such clause(s) or provision(s) shall not affect the validity of this Agreement as a whole, or of the remaining clauses and provisions.

7. Enforcement. This Agreement shall inure to the mutual benefit of the Parties, their respective heirs, successors and permitted assigns, subject to Section 5 hereof, and shall be enforceable according to its terms and conditions under the laws of the State of Colorado. In this regard, the Parties hereto agree that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State of Colorado.

8. Counterpart Execution. This Agreement may be executed in counterparts, and the authorized signatures of any Party affixed to a counterpart signature shall be deemed to constitute execution of the original Agreement.

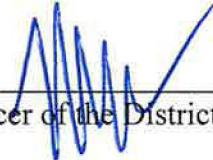
9. Term. This Agreement shall be effective as of October 16, 2017, and shall terminate on December 31, 2021, but the District's obligations hereunder shall remain until repayment in full of the Advances.

*[Signature Page Follows.]*


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

DISTRICT:

REMUDA RIDGE METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

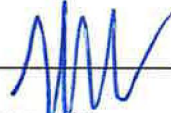
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the District

OWNER:

COLA, LLC, a Colorado limited liability company



Printed Name: Kevin Hunt

Title: Multi Agent