FUNDING, ACQUISITION AND REIMBURSEMENT AGREEMENT

(Capital)

This **FUNDING, ACQUISITION AND REIMBURSEMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 16th day of October, 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 (the "**Developer**"), (the Developer collectively with the District, the "**Parties**").

RECITALS

WHEREAS, the District is duly and validly organized as a quasi-municipal corporation and political subdivision of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the "**Special District Act**"), with the power to provide certain public infrastructure, improvements and services, as described in the Special District Act, within and without its boundaries (collectively, the "**District Infrastructure**"), as authorized and in accordance with the District's Service Plan (the "**Service Plan**"); and

WHEREAS, in accordance with the Special District Act and the Service Plan, the District has the power to manage, control, and supervise the affairs of the District, including the financing, construction, installation, operation and maintenance of the District Infrastructure, to hire and retain agents to perform the tasks empowered to the District, and to perform all other necessary and appropriate functions in furtherance of the Service Plan; and

WHEREAS, the District has or will incur costs in furtherance of the District's permitted purposes, including but not limited to costs related to District organization, the installation, construction, operation, maintenance, repair and replacement of District Infrastructure, engineering, architectural, surveying, construction planning, construction management, and related legal, accounting and other professional services (the "**Capital Costs**"); and

WHEREAS, in accordance with prior discussions with the District, the Developer has and may continue to incur certain costs related to the installation, construction and completion of District Infrastructure on behalf of the District, and is also willing from time to time, and at its sole discretion, to advance funds to and/or on behalf of the District for Capital Costs in order for the District to provide District Infrastructure (costs incurred and funds advanced collectively, the "**Developer Advances**"), on the condition that the District agrees to repay such Developer Advances, in accordance with the terms set forth herein; and

WHEREAS, the District is willing to issue one or more reimbursement notes, bonds, or other instruments ("**Reimbursement Instruments**"), to be issued to or at the direction of the Developer upon its request, subject to the terms and conditions hereof, to further evidence the District's obligation to repay Developer Advances; and

WHEREAS, the District anticipates repaying the Developer Advances with, but not limited to, the proceeds of *ad valorem* taxes, development fee revenue (if any), future general obligation bonds, bond anticipation notes and other legally available revenues determined to be available therefor by the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the provision of District Infrastructure, the funding of the Capital Costs and repayment of the Developer Advances; and

WHEREAS, the Board of Directors of the District has determined that the best interests of the District will be served by entering into this Agreement for the funding of certain, necessary Capital Costs and reimbursement of the Developer Advances in accordance with the terms of this Agreement; and

WHEREAS, the District's Board of Directors has authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement; and

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

NOW THEREFORE, in consideration of the mutual covenants and promises expressed herein, the parties hereby agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose of Agreement/Reimbursement. The District desires hereby to induce the Developer, and Developer agrees to cause the District Infrastructure to be designed, constructed, and completed subject to the terms and conditions set forth herein. This Agreement is necessary and appropriate to facilitate the timely provision of the District Infrastructure through execution of one or more construction contracts by the Developer for the benefit of the District, subject to future reimbursement by the District as further set forth herein.

The parties acknowledge and agree that construction of the District Infrastructure by the Developer for the benefit of the District is necessary and appropriate due to lack of funding currently available to the District, the need for coordinated construction efforts within the project, coupled with the manner in which the District Infrastructure connects with and is affected by the sequence and timing of construction, and to otherwise facilitate and coordinate the construction and development of District Infrastructure within the project in the most efficient and timely manner. The parties acknowledge and agree that the expected costs of the District Infrastructure will be reasonable due to the Developer's negotiation of the terms of the construction contract(s). Accordingly, the District has determined that this Agreement serves a public use, and is in furtherance of the District's purposes, and the District hereby agrees to reimburse the Developer from the sources set forth herein (and subject to the availability thereof), for all Developer Advances

2. Establishment of Obligation/Advanced Funds/Dedicated and Acquired District Infrastructure Generally. The District will be deemed to have incurred an obligation hereunder to reimburse the Developer ("**Repayment Obligation**") as follows:

a. Advanced Funds. The Developer, in its sole discretion and determination, may, from time to time, loan to the District one or more sums of money to fund Capital Costs, in an amount to be mutually agreeable and determined by the Parties, on a case-by-case basis, by execution of an addendum to this Agreement, a form of which is attached hereto as **Exhibit A**.

The District agrees that it shall apply all funds loaned by the Developer under this Agreement solely to the Capital Costs of the District as set forth in the executed addendums, unless otherwise agreed to in writing by the Developer. It is understood that the District has budgeted or may budget as revenue from year to year the entire aggregate amount included within the executed addendums.

The District and Developer shall from time to time meet to determine the amount of revenue required to fund necessary Capital Costs, and shall mutually agree on the scope of each capital project and the amount requested as a Developer Advance.

If the Developer elects to make an advance, upon receipt of any Developer Advances, the District will keep a record of such advances made. Failure to record such advances shall not affect inclusion of such amounts as reimbursable amounts hereunder; provided that such advances are substantiated by the District's accountant. Additionally, the District shall cause expenditures of such advances to be accounted for as part of its financial reporting.

With respect to funds advanced to or on behalf of the District, the District will become obligated to reimburse the Developer when:

(1) The Developer has deposited immediately available funds with the District for the purpose of funding eligible Capital Costs; or

(2) The Developer has paid or advanced funds on behalf of the District for Capital Costs; and

(3) The Developer has furnished to the District the information specified in Sections 4.b(2) and (6) as applicable, and the District has received a Cost Certification as set forth in Section 4.c(1).

b. Dedicated District Infrastructure. With respect to District Infrastructure which is being dedicated to other governmental entities, the District will become obligated to reimburse the Developer when:

(1) The Developer has furnished the information specified in Sections 4.b(1), (2), (3) and (6) to the District, and the District has received a certification as to reasonable costs as set forth in Section 4.c(1) and/or (2); and

(2) Such other governmental entities have accepted dedication of such District Infrastructure, subject to any applicable warranty period, and the Developer has executed

a letter agreement in form and substance satisfactory to the District addressing maintenance of such District Infrastructure during the applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such District Infrastructure is being dedicated, will be funded.

(3) Notwithstanding the foregoing, with respect to District Infrastructure being dedicated to other governmental entities, the District will become obligated to reimburse the Developer for Developer Advances for specific District Infrastructure in advance of the acceptance of such District Infrastructure by the applicable governmental entity, at such time as (i) the Developer complies with the requirements of Section 4.b. (1), (2), (3), (5) and (6), and Section 4.c. hereof, and (ii) provides assurance acceptable to the District that the Developer will execute or cause to be executed a letter agreement in form and substance satisfactory to the District addressing maintenance of such District Infrastructure during any applicable warranty period and the means by which any costs for corrective work or punch list items that must be completed before final acceptance by the governmental entity to which such District Infrastructure is being dedicated, will be funded.

c. Acquired District Infrastructure. With respect to District Infrastructure to be acquired by the District from the Developer, the District will become obligated to reimburse the Developer when the District has adopted and provided an Acquisition Resolution (as hereafter defined) to the Developer, and the Developer has provided a Bill of Sale with respect to such District Infrastructure and otherwise satisfied the conditions for the District to acquire such District Infrastructure, all in accordance with Section 4 hereof.

d. Deferred Reimbursement or Acquisition. The parties agree and acknowledge that certain District Infrastructure may initially be completed and made operational by the Developer and/or other private entities, pending the completion of future agreements concerning ownership, operation, and maintenance of such District Infrastructure by or on behalf of the District, including as appropriate, the completion of financing arrangements that produce cash proceeds sufficient to pay the costs of such District Infrastructure. Nothing shall prohibit the District from reimbursing and/or acquiring, as appropriate, such District Infrastructure at any time following its completion and the satisfaction of the conditions under which reimbursement is triggered hereunder. To the extent necessary to permit such acquisition and/or reimbursement to occur in the future, the District and the Developer shall cooperate to furnish such documentation as may be required as a matter of law to permit the same to occur.

3. Prior Costs Incurred. The Parties agree and acknowledge that the Developer has incurred Capital Costs and other expenses on behalf of the District prior to the execution of this Agreement in anticipation that the same would be reimbursed as provided in this Agreement (the "**Prior Costs**"). Reimbursement for Prior Costs shall be made in accordance with, and subject to the terms and conditions of this Agreement governing the reimbursement of any other Developer Advances and shall be noted on an Addendum pursuant to Section 1 above.

4. Procedures for Acquisition of Infrastructure.

a. General. This Paragraph and its subparagraphs govern the procedures for acquisition by the District of District Infrastructure not otherwise being dedicated to other

governmental entities. The District hereby agrees to acquire the District Infrastructure constructed by the Developer upon the District's acceptance of the District Infrastructure or such other date as may be mutually agreed upon by the parties, subject to the provisions of this Section 4 and the procedures set forth below. Payment shall be made in accordance with Sections 7 and 8 of this Agreement.

b. Application for Acquisition – Completed Infrastructure. Upon completion of any District Infrastructure (or portion thereof which, in the reasonable opinion of the District based upon advice from an engineer or other development professional, constitutes a discrete subsystem or component of a larger improvement or structure that may be separately acquired), the Developer shall submit the following materials in form and substance reasonably satisfactory to the District:

(1) A description of the District Infrastructure to be acquired and the proposed eligible Capital Costs thereof.

(2) Copies of all invoices, statements and evidence of payment thereof equal to the proposed Capital Costs, including lien waivers from suppliers and subcontractors, as applicable.

(3) Evidence that any and all real property interests necessary to permit the District's use and occupancy of the District Infrastructure have been granted, or, if permitted solely in the discretion of District, assurance acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement.

(4) A complete set of electronic or 24" by 36" mylar reproducible 'as-built' drawings of the District Infrastructure which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate size and location of all District Infrastructure. Such drawings shall be in form and content reasonably acceptable to the District. Where District Infrastructure is being acquired as discrete subsystems or components, this requirement may be satisfied upon final completion of the District Infrastructure of which the subsystem or component is a part.

(5) A form of Bill of Sale or other instrument of conveyance (in form and substance acceptable to the District in its reasonable discretion) by which the District Infrastructure (or component part or subsystem) will be conveyed to or at the direction of the District.

(6) Such additional information as the District may reasonably require.

c. District Review and Certification Procedures. Following receipt of the materials described above, and within a reasonable period of time thereafter:

(1) The Developer's engineer or other appropriate development professional shall inspect the District Infrastructure for compliance with applicable design and construction standards, and review all supporting material, and shall issue an engineer's certification in form, and content/substance reasonably acceptable to the District stating that the District Infrastructure is fit for its intended purpose, and that it (or its individual components

and/or subsystems, if applicable) was constructed substantially in accordance with its design, and if requested by the District, that the costs thereof are reasonable (the "**Engineer's Certification**"). The District shall also be entitled to inspect the District Infrastructure for compliance with applicable design and construction standards, and review all supporting material; provided, however, that the responsibilities and obligations of the Developer's engineer or other appropriate design professional selected by the Developer shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District, including, but not limited to, the District's development professional. The District shall be entitled to rely upon the representations in the Engineer's Certification provided by the Developer, and the Developer shall be bound by the same.

(2) The District's accountant, engineer or other designated development professional shall review the invoices and other material presented to verify payment and substantiate the Capital Costs and shall issue a cost certification in form and substance reasonably acceptable to the District declaring the total amount of Capital Costs associated with the District Infrastructure proposed for acquisition (the "**Cost Certification**"), and a statement that the information is true and accurate and qualifies as a Capital Cost. The Developer shall have a reasonable opportunity to dispute the conclusions set forth in the Cost Certification; however, the District shall finally determine the matter based upon the recommendation of its accountant or engineer engaged to advise the District on the matter.

Subject to the receipt of a satisfactory Cost Certification and Engineer's Certification, as set forth above, and satisfaction of any other conditions reasonably required by the District, the District shall evidence its acceptance of the District Infrastructure by adopting a resolution providing that all information required to be received by the District has been so received, (or specifying any applicable waivers that have been granted), and shall set forth certain findings of the Board with respect to the reimbursement of advanced funds or acquisition of District Infrastructure (the "Acquisition Resolution").

In the event the District reasonably determines that corrective work must be completed before the Acquisition Resolution can be adopted, the Developer shall promptly be given written notice thereof and an opportunity to dispute and/or complete such corrective work.

d. Conveyance of Infrastructure/Dedication.

(1) Promptly upon a request from the Developer, and subsequent to furnishing the Acquisition Resolution, the District shall tender the amount of the approved eligible Capital Costs hereof (in the form of proceeds, Reimbursement Instruments, or both), and the Developer shall convey the District Infrastructure to the District by means of a Bill of Sale, or other instrument of conveyance in form and substance reasonably acceptable to the District.

(2) At the time of conveyance of any District Infrastructure under Section 4.d.1 to the District, the Developer shall assign to the District any warranties and contract rights associated with the District Infrastructure.

5. Obligations Irrevocable.

a. The obligations created by this Agreement are absolute, irrevocable, unconditional, and are not subject to set off or counterclaim.

b. The Developer, upon agreeing to make any Developer Advance, shall not take any action which would adversely delay or impair the District's ability to receive the funds contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

6. Interest Prior to Issuance of Reimbursement Instruments. With respect to all Developer Advances made pursuant to this Agreement prior to the issuance of a Reimbursement Instrument reflecting such advance, the interest rate shall be eight percent (8%) per annum, from the date any such advance is made, simple interest, to the earlier of the date the Reimbursement Instrument is issued to evidence such advance, or the date of repayment of such amount. Upon issuance of any such Reimbursement Instrument, unless otherwise consented to by the Developer, any outstanding interest then accrued on any previously advanced amount shall be reflected as principal of the Reimbursement Instrument, and shall thereafter accrue interest as provided in such Reimbursement Instrument.

7. Terms of Repayment; Source of Revenues.

a. The District intends to repay any Developer Advances made pursuant to this Agreement from the proceeds of *ad valorem* taxes, fee revenue, future general obligation bonds, bond anticipation notes or other legally available revenues of the District it determines to be available therefor, net of operation and maintenance costs of the District. Any mill levy certified by the District for the purposes of repaying advances made hereunder shall not exceed 50 mills and shall be further subject to any restrictions provided in the District's Service Plan, electoral authorization, or any applicable laws.

b. At such time as the District issues Reimbursement Instruments to evidence an obligation to repay Developer Advances made under this Agreement, the repayment terms of such Reimbursement Instrument shall control and supersede any otherwise applicable provision of this Agreement.

8. Issuance of Reimbursement Instruments.

a. Subject to the conditions of this Section 8, upon request of the Developer, the District hereby agrees to promptly issue to or at the direction of the Developer one or more Reimbursement Instruments to evidence any repayment obligation of the District then existing with respect to Developer Advances made under this Agreement. Such Reimbursement Instruments shall be payable solely from the sources identified in the Reimbursement Instruments, including, but not limited to, *ad valorem* property tax revenues and fee revenues of the District, and shall further be secured by the District's pledge to apply such revenues as required hereunder, unless otherwise consented to by the Developer. Such Reimbursement Instruments shall mature on a date or dates, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Instruments. The District shall be permitted to prepay a Reimbursement Instrument, in whole or in part, at any time without redemption

premium or other penalty, but with interest accrued to the date of prepayment on the principal amount prepaid. The District and the Developer shall negotiate in good faith the final terms and conditions of the Reimbursement Instruments.

b. The issuance of any Reimbursement Instrument shall be subject to the availability of an exemption from the registration requirements of § 11-59-106, C.R.S., and shall be subject to such prior filings with the Colorado State Securities Commissioner as may be necessary to claim such exemption, in accordance with § 11-59-110, C.R.S., and any regulations promulgated thereunder.

c. In connection with the issuance of any such Reimbursement Instrument, the District shall make such filings as it may deem necessary to comply with the provisions of § 32-1-1604, C.R.S., as amended.

d. The terms of this Agreement may be used to construe the intent of the District and the Developer in connection with issuance of any Reimbursement Instruments, and shall be read as nearly as possible to make the provisions of any Reimbursement Instruments and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Instrument, the terms of such Reimbursement Instrument shall prevail.

e. If, for any reason, a Reimbursement Instrument is determined to be invalid or unenforceable, the District shall issue a new Reimbursement Instrument to the Developer that is legally enforceable, subject to the provisions of this Section 8.

f. In the event that it is determined that payments of all or any portion of interest on a Reimbursement Instrument may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to the District, the District agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

9. Multiple Fiscal Year Obligations. Amounts due hereunder (except to the extent converted into Reimbursement Instruments) shall not constitute a debt or indebtedness of the District within the meaning of the Colorado Constitution.

10. Indemnification/Tax Exemption. The Developer hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including mechanic's liens, arising out of the performance of any act or the nonperformance of any obligation with respect to the District Infrastructure provided by the Developer, any filings made by or on behalf of the Developer with the Internal Revenue Service in connection with this Agreement, and any challenges made by the Internal Revenue Service to the tax exempt nature of interest on Repayment Obligations owed to the Developer hereunder, and, in that regard, agrees to pay any and all costs incurred by the District as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees. The Developer acknowledges that the District has not, by execution of this Agreement, made any representation as to the treatment of interest accrued on

Developer Advances and Repayment Obligations hereunder for purposes of federal or state income taxation.

11. Default.

a. Event of Default. It shall be an "**Event of Default**" or a "**Default**" under this Agreement if the District or the Developer defaults in the performance or observance of any of the covenants, agreements, or conditions set forth herein (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body).

b. Grace Periods. Upon the occurrence of an Event of Default, such party shall, upon written notice from the District or the Developer, as applicable, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature which is not capable of being cured within the applicable time period, shall be commenced within such time period and diligently pursued to completion.

c. Remedies on Default. Whenever any Event of Default occurs and is not cured under Section 10(b) of this Agreement, the non-defaulting party injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

(1) Suspend performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its Default and continue its performance under this Agreement; or

(2) Cancel and rescind the Agreement with respect to the duties of such non-defaulting party under this Agreement; or

(3) Proceed to protect and enforce its respective rights by such suit, action, or special proceedings as the District or the Developer deems appropriate under the circumstances, including without limitation an action in mandamus or for specific performance.

d. Delay or Omission No Waiver. No delay or omission of any party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient.

e. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by any party shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the parties provided here shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

f. Discontinuance of Proceedings; Position of Parties Restored. In case any party shall have proceeded to enforce any right hereunder and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such party, then and in every such case the parties shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the parties shall continue as if no such proceedings had been taken.

g. Attorneys' Fees. If a party must commence legal action to enforce its rights and remedies under this Agreement, the prevailing party shall be paid, in addition to any other relief, its costs and expenses, including reasonable attorneys' fees, of such action or enforcement.

12. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

13. Notices and Place for Payments. All notices, demands and communications (collectively, "**Notices**") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Paragraph, or (c) sent by confirmed facsimile transmission, PDF or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

If to the 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

If to the Developer:

COLA, LLC
1710 Jet Stream Drive, Suite 100
Colorado Springs, Colorado 80921
Attention: Kevin Hart
719-382-9433 (phone)
khart@aspenviewhomes.net

14. Amendments. This Agreement may only be amended or modified by a writing executed by both the District and the Developer.

15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. Applicable Laws. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

17. Assignment. This Agreement may not be assigned by either party without the express prior written consent of the other party, and any attempt to assign this Agreement in violation hereof shall be null and void.

18. Authority. By execution hereof, the District and the Developer represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

19. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between the District and the Developer with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date of full execution hereof.

20. Legal Existence. The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District hereunder without materially adversely affecting the Developer's privileges and rights under this Agreement.

21. 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.

22. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

23. Exception from Registration. Pursuant to Interpretive Order No. 06-IN-001, as issued by the Securities Commissioner for the State of Colorado, concerning the registration and notice requirements for certain contractual obligations issued by a special district including reimbursement agreements ("**Interpretive Order**"), the terms of this Agreement do not require registration with the Colorado Securities Commissioner as (a) this Agreement is not transferable, and (b) repayment is contingent upon the District's receipt of funds or some other occurrence,

and (c) absent bad faith or fraud by the District, there shall be no penalty to the District if the contingency does not occur. The District determines that the Developer meets the requirements for the term "developer" in the Interpretive Order, in that the District reasonably believes that the Developer is engaged, either alone or with others in the business of developing or improving property within the District or its service area for use, sale, lease or transfer to others. This determination relates solely and exclusively to the Interpretive Order.

24. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto

25. Loan Amount and Term. This Agreement shall be effective as of October 16, 2017, and shall terminate on December 31, 2021 (the "**Termination Date**"), but the District's obligations hereunder shall remain until repayment in full of the Developer Advances.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year 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 Agreement

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

By: _____
President

ATTEST:

_____
Secretary

COLA, LLC, a Colorado limited liability company

By: _____

Name: Kevin Hart

Title: Authorized Agent

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Professional Corporation

_____
General Counsel to the District

Signature page to Funding, Acquisition and Reimbursement Agreement

EXHIBIT A
FORM OF ADDENDUM

ADDENDUM NO. ___
TO FUNDING, ACQUISITION AND REIMBURSEMENT AGREEMENT

This ADDENDUM NO. ___ TO FUNDING, ACQUISITION AND REIMBURSEMENT AGREEMENT (this "**Addendum**") is made and entered into to as of [_____], 20__, 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, its successors and assigns (the "**Developer**") (the Developer collectively with the District, the "**Parties**").

RECITALS

WHEREAS, on July 10, 2017, the Parties entered into a *Funding, Acquisition and Reimbursement Agreement* (the "**Agreement**") pertaining to the advance of funds by the Developer to the District and the repayment thereof by the District; and

WHEREAS, the Agreement provides that the amount to be advanced by the Developer to the District is to be determined by the Parties by execution of an addendum to the Agreement; and

WHEREAS, in accordance with the terms of the Agreement, the Parties desire to execute this Addendum to set forth the amount of the Developer Advance made to or on behalf of the District.

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 are hereby acknowledged, the Parties covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Developer Advance. The Developer has incurred certain costs related to the District Infrastructure, has advanced certain funds into accounts of the District for Capital Costs or has agreed to loan to the District, _____ Dollars ($_____),to fund costs associated with the following project(s), which project(s) have been agreed to by the Developer and the District:

Contractor	Project	Contract Amount	Contingency	Loan amount
Total:				

2. Use of Funds. The District agrees that it shall apply all funds advanced by the Developer under this Addendum solely to the costs of the project as set forth above.

3. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date and year 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.

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

By:_____
President

ATTEST:

_____
Secretary

COLA, LLC, a Colorado limited liability company

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Professional Corporation

_____
General Counsel to the District

Signature page to Addendum No. __ to Funding, Acquisition and Reimbursement Agreement