

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

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

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2020/May 2018
Kevin Smith	Treasurer	2020/May 2018
Otis Moore, III	Assistant Secretary	2018/May 2018
Theodore Laudick	Assistant Secretary	2018/May 2018
VACANT		2018/May 2018
Ann E. Finn	Secretary	

DATE: *April 10, 2018*
TIME: *9:00 A.M.*
PLACE: Westside Investment Partners, Inc.
4100 East Mississippi Avenue, Suite 500
Glendale, CO 80246

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda and confirm location of meeting.

II. PUBLIC COMMENTS

A.

III. CONSENT AGENDA

A. Ratify approval of engagement of Kutak Rock LLP as Bond Counsel (enclosure)
(CIC No. 13, CIC No. 14).

IV. FINANCIAL MATTERS

A.

V. LEGAL MATTERS

A. **Issuance of CIC No. 14 Limited Tax General Obligation and Refunding Bonds, Series 2018 (the “CIC No. 14 Bonds”):**

1. Discuss status of inclusions and exclusions among **DHP, CIC No. 13,** and **CIC No. 14.**

2. Discuss status of City of Denver’s review of Financing Phase Budget submitted by **CIC No. 14.**

3. Authorize any necessary actions required in connection with the issuance of the CIC No. 14 Bonds (**DHP, CIC No. 13, CIC No. 14**).

B. Discuss status and consider approval of Cost Sharing and Reimbursement Agreement by and between two or more of the following parties: Aurora High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 3, Colorado International Center Metropolitan District No. 4, Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (to be distributed).

1. Review and discuss allocation report prepared by Manhard Consulting, Ltd. (to be distributed). Accept allocations, as necessary.
-

VI. OTHER BUSINESS

A.

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 14, 2018.**

KUTAK ROCK LLP

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1801 CALIFORNIA STREET
DENVER, COLORADO 80202-2626**

**303-297-2400
FACSIMILE 303-292-7799**

www.kutakrock.com

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SCOTTSDALE
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WASHINGTON, D.C.
WICHITA

SARANNE MAXWELL
saranne.maxwell@kutakrock.com
(303) 292-7704

March 14, 2018

Board of Directors
Colorado International Center
Metropolitan District No. 14
Colorado International Center
Metropolitan District No. 13
c/o McGeady Becher, P.C.
450 E. 17th Ave.
Suite 400
Denver, CO 80203

Re: Engagement as Bond Counsel to Colorado International Center Metropolitan District No. 14 and Colorado International Center Metropolitan District No. 13

Dear Boards of Directors:

This letter sets forth our understanding of the engagement of Kutak Rock LLP by Colorado International Center Metropolitan District No. 14 (the "District") and Colorado International Center Metropolitan District No. 13 (the "Pledge District" and together with the District, the "Districts") to act as bond counsel in connection with the District's issuance of its Limited Tax General Obligation Refunding and Improvement Bonds in the approximate amount of \$88,075,000 (the "Bonds").

As Bond Counsel, Kutak Rock LLP either has provided or will provide all necessary and customary legal services traditionally performed by Bond Counsel, including:

1. Providing assistance and advice on all legal matters relating to the issuance of the Bonds by the District.
2. Preparing the authorizing resolution(s) for the Boards of Directors of the Districts, the Indenture of Trust, the Capital Pledge Agreement, and all necessary agreements or documentation relating thereto, closing documents and all necessary filings with the Internal Revenue Service and Colorado Securities Commission.

KUTAK ROCK LLP

Colorado International Center Metropolitan District No. 14
Colorado International Center Metropolitan District No. 13
March 14, 2018

3. Upon satisfaction of all conditions precedent, delivering legal opinions (the "Opinions") in connection with the issuance of the Bonds as to each of the following matters: the right and power of the District to issue the Bonds, that the Bonds are valid and binding obligations of the District, and that the sources for the repayment of the Bonds are properly secured and pledged to pay the Bonds. The Opinions will also address the Capital Pledge Agreement and all pertinent tax matters.

4. Consulting with the Districts' Board members, the Districts' General Counsel, the Underwriter and its counsel, and Districts' consultants and advisors regarding the issuance, security, and other matters relating to the Bonds.

5. Participating in meetings, including District Board meetings as necessary.

Kutak Rock LLP's Opinions will be executed and delivered in written form on the date the Bonds are delivered (the "Closing"), and will be based upon facts and law existing as of their date. As is customary, in rendering the Opinions, Kutak Rock LLP will rely upon the certified proceedings; certifications of District officials and other persons; opinions of general counsel to the District; opinions of other legal counsel involved in the transaction as to matters relevant to the Bonds; and certifications of other parties to the transaction, as appropriate.

Our fee to act as Bond Counsel for the District in connection with the proposed issuance of Bonds to the District will be \$85,000, an amount set based on the size, structure and complexity of the financing, and our estimate of the amount and nature of the legal work necessary to achieve a Closing on the Bonds not later than April 15, 2018. If the Closing extends beyond that date, or the structure of the Bonds is changed, we may propose an increase in the fee if warranted by the delay or change in structure. The proposed fee includes routine out-of-pocket disbursements (such as photocopying charges, delivery expenses, fax charges and postage). Any extraordinary disbursements or expenses authorized by the District will be billed directly to the District. The attorneys who will be principally involved in this representation are Saranne Maxwell and Kamille Curylo. Tax partners, associate attorneys and paralegals may be added to the team as our work progresses. Unless other payment arrangements are made, our fee is contingent upon the Closing and will be due at Closing on the Bonds, prior to delivery of the Opinions.

If we are asked to work on any matters for the District that is not described in the scope of work of this letter, either before or after Closing on the Bonds, those matters will be billed to the District at our then-current hourly rates unless other compensation arrangements are made. There may be post-Closing compliance matters of secondary market reporting or other issues that may require our involvement after Closing on the Bonds, and time spent on those matters will be billed to the District at our then-current hourly rates.

Kutak will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys. We have represented, and currently do represent, in matters

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unrelated to the District, other entities that are involved in the District's financing transactions, including D.A. Davidson. We have concluded that such representations do not constitute a conflict of interest under the standards of professional responsibility applicable to attorneys, but we are disclosing these representations to you so that you can communicate to us any concerns or additional information you may have concerning actual or potential conflicts.

This engagement letter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The District may terminate this agreement with respect to our engagement by notifying Kutak Rock LLP in writing. Conversely, Kutak Rock LLP may withdraw as counsel to the District and terminate this agreement in a manner that protects the interests of the District in the work being performed by Kutak Rock LLP by notifying the District in writing.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating and returning the enclosed copy of this letter. If the foregoing does not reflect your understanding or if you wish to discuss additional projects with us, please contact me.

Kutak Rock LLP will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys.

Throughout our representation, we want you to be satisfied with our fees as well as the professional services we perform on your behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

This letter may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

Sincerely,

/s/ Saranne Maxwell

Kutak Rock LLP

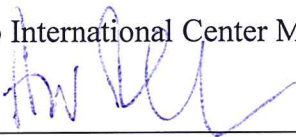
[District signatures on following page]

KUTAK ROCK LLP

Colorado International Center Metropolitan District No. 14
Colorado International Center Metropolitan District No. 13
March 14, 2018

CONFIRMED AND AGREED TO AS OF THE
DATE INDICATED BELOW:

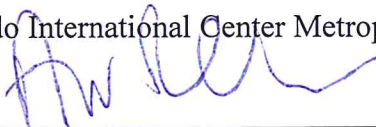
Colorado International Center Metropolitan District No. 14

By: 
Authorized Officer

Date: March 19, 2018

CONFIRMED AND AGREED TO AS OF THE
DATE INDICATED BELOW:

Colorado International Center Metropolitan District No. 13

By: 
Authorized Officer

Date: March 19, 2018