

PROJECT COMMITTEE AGREEMENT

THIS PROJECT COMMITTEE AGREEMENT ("Agreement"), entered into as of the 9th day of November, 2011, by and among Adonea Metropolitan District No. 2, Cross Creek Metropolitan District No. 2 and RockingHorse Metropolitan District No. 1 all of which are quasi-municipal corporations and political subdivisions of the State of Colorado (each a "District" or collectively the "Districts"). All signatories hereto are referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the Districts were formed pursuant to Colorado Revised Statutes § 32-1-101, *et seq.*, as amended, by order of the district court and after approval of the eligible electors of the Districts at an election, for the purpose of assisting in the financing and construction of public improvements within certain areas located within Aurora; and

WHEREAS, certain community improvement projects are contemplated that will provide various functions, services, and facilities within or for the benefit of Aurora and the Districts (the "Regional Improvements"); and

WHEREAS, the Parties have a compelling mutual interest in developing and coordinating plans, present and future, for the Regional Improvements and developing strategies to promote the public welfare; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Constitution shall not be interpreted to prohibit the state or any of its political subdivisions from making the most efficient and effective use of their powers by cooperating and contracting with each other; and

WHEREAS, the Districts have entered into the Aurora Regional Improvement Authority No. 1 Establishment Agreement, dated August 25, 2006 ("Establishment Agreement"); and

WHEREAS, the Parties have entered into this Agreement to establish a Project Committee (the "Committee") to exercise certain functions, services, or finance facilities and other improvements as permitted by the Constitution and laws of Colorado and in accordance with the provisions of this Agreement; and

WHEREAS, it is deemed in the best interests of the Parties and for the public health, safety, convenience, and welfare of the residents of the Districts that the Parties enter into this Agreement for the purpose of approving an "ARI Master Plan" (as defined in the Districts' service plans ("Service Plans")) for Cross Creek Metropolitan District No. 2 to allow it to provide the services necessary to acquire, construct, finance, maintain, manage, promote and implement Regional Improvements that may be identified and agreed upon by the Parties from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions expressed herein, it is agreed by and between the Parties hereto, as follows:

**EXHIBIT A
ARI MASTER PLAN**

Regional Improvement

6th Avenue Parkway

Description of Work

Replace trees and landscaping along 6th Avenue
and in the median.

**Article One
Master Plan**

1. Approval of Master Plan. Pursuant to §3.1 of the Establishment Agreement, Cross Creek Metropolitan District No. 2 has proposed an ARI Master Plan for consideration by the Project Committee. The ARI Master Plan is hereby approved. Cross Creek Metropolitan District No. 2 is given the authority to use revenues from its ARI Mill Levy, as defined in the Service Plans, for the Regional Improvements in the ARI Master Plan, attached as Exhibit A.

**Article Two
Miscellaneous Provisions**

2.1 Notices. Any notice required hereunder shall be given in writing, delivered personally, or sent by registered mail, postage prepaid, and 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 in the earlier of the day on which such notice is actually received by the Party to whom it is addressed, or the third day after such notice is mailed.

District: Cross Creek Metropolitan District No. 2
White, Bear & Ankele, Professional Corporation
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

District: Adonea Metropolitan District No. 2
White, Bear & Ankele, Professional Corporation
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

District: RockingHorse Metropolitan District Nos. 1-2
White, Bear & Ankele, Professional Corporation
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

2.2. Consent. Whenever any provision of this Agreement requires consent or approval of the Parties hereto, the same shall not be unreasonably withheld.

2.3. Amendments. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by the instrument in writing, and no prior, contemporary, or subsequent oral agreement shall have any validity whatsoever. Amendments shall only be binding upon those parties executing the amendment.

2.4. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable

law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.5. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

2.6. Assignment and Delegation. The Parties shall not assign any of the rights nor delegate any of the duties of this Agreement without the written consent of the other Parties. Any attempted assignment or delegation not in conformance with this provision shall be void.

2.7. Applicable Laws. This Agreement shall be governed by and construed in accordance with the Constitution and laws of the State of Colorado.

2.8. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

2.9. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

2.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

CROSS CREEK METROPOLITAN DISTRICT
NO. 2

By: _____
Name: [Signature]
Title: President

ATTEST:

By: _____
Name: Michael F. Schujer
Title: Secretary/Treasurer

ADONEA METROPOLITAN DISTRICT NO. 2

By: _____
Name: [Signature]
Title: President

ATTEST:

By: _____
Name: David B. [Signature]
Title: Secretary/Treasurer

ROCKINGHORSE METROPOLITAN
DISTRICT NOS. 1&2 by ROCKINGHORSE
METROPOLITAN DISTRICT NO. 1

By: _____
Name: [Signature]
Title: President

ATTEST:

By: _____
Name: David B. [Signature]
Title: Secretary/Treasurer