

**MINUTES OF A CONTINUED SPECIAL MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
ATEC METROPOLITAN DISTRICT NOS. 1 AND 2  
HELD  
JUNE 24, 2020**

A continued special meeting of the Boards of Directors (the “Boards”) of the ATEC Metropolitan District Nos. 1 and 2, County of Adams (hereinafter referred to collectively as “District No. 1”, District No. 2” and collectively the “Districts”) was re-convened on Wednesday, June 24, 2020, at 3:30 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in person contact, the Districts’ Board meeting was held and properly noticed to be held via video enabled web conference without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public via videoconference at the same video link the original meeting was posted for.

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**Directors In Attendance Were:**

Matt Hopper  
Carla Ferreira  
Michael Sheldon  
Cynthia (“Cindy”) Shearon

**Also In Attendance Was:**

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Jon Hoistad, Esq. and  
Drew Rippey, Esq.; McGeady Becher PC  
Denise Denslow; CliftonLarsonAllen LLP (“CLA”)  
Ryan Littleton: HR Green Development, LLC  
Rita Connerly, Esq.; Fairfield & Woods P.C.  
Matt Ruhland, Esq.; Collins Cockrel & Cole P.C.

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest/Quorum:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed. A quorum was confirmed and the absence of Directors D. Hopper and K. Sheldon were excused.

**Agenda:** The Boards considered the proposed Agenda for the Districts’ continued special meeting.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Agenda was approved, as presented.

**Approval of Meeting Location:** The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts' Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Boards determined that due to concerns regarding the spread of COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, the Districts' Board meeting was held and properly noticed to be held via video/telephonic means (Zoom), without any individuals (neither District representatives nor the general public) attending in person. The Boards further noted that notice providing the conference bridge information was duly posted and that they have not received any objections or any requests that the means of hosting the meeting be changed by taxpaying electors within the Districts' boundaries.

**Recess:** Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board went into recess until 9:00 p.m. The meeting was resumed at 9:00 p.m. via videoconference at the same video link and was open to the public.

**CONSENT  
AGENDA**

**Intergovernmental Agreement regarding Coordination of Facilities Funding for District No. 1 Projects by and among District No. 1, The Aurora Highlands Community Authority Board ("CAB") and Aurora Tech Center Development, LLC ("Intergovernmental Agreement"):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board ratified approval of the Intergovernmental Agreement.

**LEGAL MATTERS**

**Inclusion Agreement (Aurora Tech Center Holdings, LLC) by and among Aerotropolis Area Coordinating Metropolitan District ("AACMD"), Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC:** Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board acknowledged the Inclusion Agreement (Aurora Tech Center Holdings, LLC) by and among Aerotropolis Area Coordinating Metropolitan District ("AACMD"), Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.

**Inclusion Agreement (GVR King Commercial, LLC) by and among AACMD, GVR King Commercial, LLC and Aurora Tech Center Development, LLC:** Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board acknowledged the Inclusion Agreement (GVR King Commercial, LLC) by and among AACMD, GVR

King Commercial, LLC and Aurora Tech Center Development, LLC.

**Inclusion Agreement by and among AACMD, Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East, LLC, SJSA Investments, LLC, Aurora Highlands Holdings, LLC and Aurora Highlands Development, LLC:**

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board acknowledged the Inclusion Agreement by and among AACMD, Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East, LLC, SJSA Investments, LLC, Aurora Highlands Holdings, LLC and Aurora Highlands Development, LLC.

**Inclusion Agreements by and between AACMD and each of the following entities: Aurora Tech Center Development, LLC; Aurora Tech Center Holdings, LLC; Aurora Highlands Holdings, LLC; Aurora Highlands, LLC; GVR King Commercial, LLC; SJSA Investments, LLC; GVR King LLC; Green Valley East, LLC; and GVRE 470 LLC:**

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board acknowledged the rescission of the Inclusion Agreements by and between AACMD and each of the following entities: Aurora Tech Center Development, LLC; Aurora Tech Center Holdings, LLC; Aurora Highlands Holdings, LLC; Aurora Highlands, LLC; GVR King Commercial, LLC; SJSA Investments, LLC; GVR King LLC; Green Valley East, LLC; and GVRE 470 LLC.

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**FINANCIAL MATTERS**

**Acknowledge CAB adoption of Long-Term Development Plan – June 2020 Update:**

Attorney McGeady presented the Long-Term Development Plan – June 2020 Update to the Board. Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board acknowledged the CAB adoption of the Long-Term Development Plan – June 2020 Update.

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**CONSTRUCTION MATTERS**

None.

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**OTHER BUSINESS**

None.

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**ADJOURNMENT**

There being no further business to come before the Boards at this time, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

DocuSigned by:  
*Denise Denstow*  
77517AF6E925439...

Secretary for the Meeting

## Certificate Of Completion

Envelope Id: 6373F055BAF4433C8A7F0F45785FBC67	Status: Completed
Subject: Please DocuSign: 2.C. June 24 2020 Continued Special Meeting Minutes - ATEC 1 and 2 (00833546-2...	
Client Name: ATEC	
Client Number: 011-042659-OS03-2020	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

## Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
11/17/2020 3:49:39 PM	Kathy.Suazo@claconnect.com	

## Signer Events

Denise Denslow  
 denise.denslow@claconnect.com  
 Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.10.158

## Timestamp

Sent: 11/17/2020 3:50:46 PM  
 Viewed: 11/17/2020 4:17:30 PM  
 Signed: 11/17/2020 4:17:40 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/17/2020 4:17:30 PM  
 ID: c4f21033-b71a-4a95-ac94-ccd384d39c8a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2020 3:50:46 PM
Certified Delivered	Security Checked	11/17/2020 4:17:30 PM
Signing Complete	Security Checked	11/17/2020 4:17:40 PM
Completed	Security Checked	11/17/2020 4:17:40 PM

Payment Events	Status	Timestamps
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