

INTERGOVERNMENTAL AGREEMENT CONCERNING DISTRICT OPERATIONS

THIS INTERGOVERNMENTAL AGREEMENT CONCERNING DISTRICT OPERATIONS (the "Agreement") is made and entered into the 19th day of December, 2019, by and among WEST BOYD METROPOLITAN DISTRICT NO. 1 ("District No. 1" or "Service District"), WEST BOYD METROPOLITAN DISTRICT NO. 2 ("District No. 2"), and WEST BOYD METROPOLITAN DISTRICT NO. 3 ("District No. 3"), quasi-municipal corporations and political subdivisions of the State of Colorado. District No. 2 and District No. 3 are collectively referred to herein as the "Financing Districts." District No. 1 and the Financing Districts are collectively referred to herein as the "Districts" or individually as the "District."

RECITALS

WHEREAS, the formation of the Districts was approved by the City of Loveland (the "City") City Council on September 10, 2019, in conjunction with the approval of the "Consolidated Service Plan for West Boyd Metropolitan District Nos. 1 – 3" (the "Service Plan") and by the Districts' respective electors at the Districts' organizational elections held on November 5, 2019; and

WHEREAS, the Districts were formed for the purpose of providing public improvements including without limitation, street, traffic and safety, water, sanitation, parks and recreation, public transportation, television relay and translation, mosquito control and security improvements (collectively, the "Public Improvements"), as further provided in the Service Plan, to serve a new development known as West Boyd, generally located west of N. Boyd Lake Avenue, north of E. County Road 20C, east of S. County Road 9e/Sculptor Drive, and south of E. Eisenhower Boulevard in the City (the "Service Area"); and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Paragraph 18(2)(a), and Paragraph 29-1-203, C.R.S., the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each District, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, pursuant to the Service Plan, the Districts are expected to enter into one or more intergovernmental agreements to (i) ensure the Public Improvements described in the Service Plan are designed, acquired, installed, constructed, financed, operated, and/or maintained in the manner and at the time contemplated therein, (ii) establish the relationship between the Service District and the Financing Districts, including the means for designing, acquiring, installing, constructing, financing, operating, and/or maintain the public improvements and services needed to serve the development, (3) establish procedures and standards for the approval of the design of Public Improvements, transfer of funds between the Districts, and operation and maintenance of the Public Improvements, and (4) provide for the coordinated administration of management services for the Districts; and

WHEREAS, the Service Plan further contemplates that the Service District will be responsible for managing the design, acquisition, installation, construction, financing, operation,

and/or maintenance of Public Improvements, which Public Improvements will be initially owned by the Service District or conveyed to the City, and the Financing Districts will be responsible for providing the funding needed to support the Public Improvements and for operations dependent on development within the Districts; and

WHEREAS, to the extent any portion of the Public Improvements or administrative services for the Districts cannot be financed by the Financing Districts from revenues generated from the imposition of ad valorem mill levies or other fees and charges, the Service District may enter into one or more reimbursement agreements with one or more developers of the property in the Service Area pursuant to which a developer will advance funds to or expend funds on behalf of the Service District for costs associated with providing Public Improvements and administrative services for the Districts and the Service District agrees to repay the developer for such advances and/or expenditures (“Developer Obligations”); and

WHEREAS, for the purpose of further financing the Public Improvements (including paying amounts due or that become due under the Developer Obligations to provide for Public Improvements and to finance additional Public Improvements) and at such reasonable times as determined by the Board of Directors of District No. 1 (the “District No. 1 Board”), the District No. 1 Board anticipates issuing one or more series of bonds or other debt instruments (the “Bond” or “Bonds”), which Bonds will be secured by certain pledged revenues of the Financing Districts, as more particularly described in any Bond resolution, indenture, pledge agreement, loan document and/or any other document related to the issuance of such Bonds; and

WHEREAS, the Districts have evaluated their respective roles, responsibilities and obligations with respect to the provision of Public Improvements, including ownership, operation and maintenance of the Public Improvements (to the extent not dedicated to another governmental entity) and the provision of administrative services for the Districts, and the funding of the same, and desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between such parties relating to the funding and provision of Public Improvements, and the operation and maintenance thereof, and administrative services for the Districts; and

WHEREAS, the Districts understand that it may be necessary for additional agreements to be executed between and/or among them regarding matters addressed herein, but desire at this time to establish by this Agreement the general framework for implementation of the provisions of the Service Plan.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

1. Funding of Capital Costs. The Districts acknowledge that the Service Plan anticipates that the Districts will cooperate to provide for Public Improvements necessary to serve development within the Service Area and that the Service District shall design, acquire, construct and install the necessary Public Improvements to serve the Service Area as set forth in the Service Plan. Public Improvements acquired or constructed by the Service District that

benefit the entire Service Area shall be known as “Regional Improvements.” In furtherance of the Districts’ Service Plan, the Financing Districts acknowledge that the Service District will incur certain Developer Obligations associated with the acquisition, construction and installation of Public Improvements for the benefit of the Financing Districts (“Capital Developer Obligations”), and that the Capital Developer Obligations will be refunded from the proceeds of Bonds issued by District No. 1 or as further provided in Paragraph 2 hereof. The Financing Districts agree to repay any Capital Developer Obligations as provided in Paragraph 2 hereof. Notwithstanding any other provisions contained herein, each Financing District may, in its sole discretion, determine to provide for the financing, acquisition, construction, and installation of Public Improvements within the boundaries of its own District (“Non-Regional Improvements”), in such manner as may be deemed most efficient and effective to implement the objectives of the Service Plan, subject to the limitations of the Service Plan, and further provided that any revenues pledged by a Financing District for financing Non-Regional Improvements shall be subordinate to any revenues pledged by the Financing District to the repayment of any Capital Developer Obligations and/or Bonds issued by one or more of the Districts as provided in Paragraph 2 hereof.

2. Outstanding Capital Costs. The Financing Districts acknowledge that amounts owing for any Capital Developer Obligations incurred by the Service District represent the costs of Public Improvements benefiting the Financing Districts. The Financing Districts hereby agree that, upon the refunding of any amounts outstanding under the Developer Obligations with proceeds of any Bonds issued by District No. 1, the Financing Districts shall also pay such remaining and future Capital Developer Obligations from one or more of the following sources: (i) proceeds of bonds or other indebtedness issued by District No. 2 and/or District No. 3 and any refundings thereof; and/or (ii) any other revenues of the Financing Districts which the Financing Districts determine, in its sole discretion, are available for such purpose, including ad valorem property revenues generated by the Financing Districts. Subject to the provisions set forth in Paragraph 7, the Districts hereby acknowledge and agree that the Financing Districts’ agreement to repay the Capital Developer Obligations as provided in this Paragraph 2 may not be terminated by any of the Financing Districts, unless this Agreement is amended in writing and duly executed by the Districts, and further provided that such termination does not violate any provision or covenant set forth in any bond resolution, indenture, pledge agreement, loan document and/or any other document related to any Bonds issued by District No. 1 and/or any bonds or other indebtedness issued by any of the Financing Districts. The Financing Districts hereby agree that the net proceeds of any obligations of the Financing Districts shall first be applied to the payment of any amounts outstanding under the Capital Developer Obligations due, prior to the application of such proceeds to any other purpose.

3. Ownership and Operation of Public Improvements. It is acknowledged by the Districts that all Public Improvements funded by the Districts will be either dedicated to the City or other governmental entity, or will be owned by the Service District (the “District-Owned Improvements”). The Districts hereby acknowledge and agree that the Service Plan contemplated that the Service District will own, operate and maintain all District-Owned Improvements as set forth herein; provided, however, any Non-Regional Improvements financed, constructed and/or acquired solely by a Financing Districts shall be owned, operated and maintained by such Financing District, unless otherwise agreed to in writing between the

Financing District and the Service District. The Financing Districts hereby engage the Service District, and the Service District hereby accepts such engagement, as the “operator” of the District-Owned Improvements, which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a. Subject to Paragraph 3 above regarding Non-Regional improvements and to Paragraph 7.b. below, the Service District shall hold fee simple title to the District-Owned Improvements and shall operate and maintain the same solely on behalf of, and for the benefit of, the Financing Districts and the property owners and residents thereof. The Service District shall not impose any fees for the use of the District-Owned Improvements by property owners and residents of the Financing Districts, except as expressly agreed by the applicable Financing District(s). The Service District shall engage all contractors required to carry out all functions necessary for the operation and maintenance of the District-Owned Improvements.

b. Subject to Paragraph 3 above regarding Non-Regional improvements, the Service District shall operate the District-Owned Improvements in accordance with such written guidance (including operating policies and procedures, and minimum maintenance standards) as may be provided by the Financing Districts and agreed upon by the Service District. Operation of the District-Owned Improvements shall include obtaining necessary insurance for the District-Owned Improvements, in the manner determined appropriate by the Service District (subject to any direction by the Financing Districts) and in compliance with applicable law, and providing such other specific services as may be set forth in a writing executed by the applicable parties hereto. Until such time as any such guidance is provided by the Financing Districts, the District-Owned Improvements shall be operated and maintained in such manner as is reasonably determined from time to time by the Service District, subject to the funding of costs of such operation and maintenance (including insurance premiums and related costs) by the Financing Districts, as applicable (as more particularly provided in Paragraph 3.e. hereof). Any written document providing for a level or standard of operation or maintenance of the District-Owned Improvements executed by the Service District and the Financing Districts, as applicable, shall constitute a supplement to this Agreement, shall be binding upon the applicable parties hereto, and may not be amended except by written agreement executed by the applicable parties.

c. The Service District shall not sell, transfer, convey or otherwise encumber any portion of the District-Owned Improvements without the prior written consent of the applicable Financing District(s) in which the District-Owned Improvements are located. For District-Owned Improvements that are Regional Improvements, all Districts shall provide written consent prior to the sale, transfer or conveyance of any Regional Improvements. The Service District shall cause the proceeds of any sale of any portion of the District-Owned Improvements, including Regional Improvements, to be paid to or at the direction of the applicable Financing District(s).

d. If, at the request of the City, or if the District No. 1 Board deems it to be in the best interests of District No. 1, that District No. 1 pursue dissolution in accordance with Paragraph 32-1-701, et seq., C.R.S., District No. 1 shall cause all District-Owned Improvements, including any Regional Improvements, to be conveyed to, or at the direction of, the Financing Districts prior to dissolution.

e. The obligation of the Service District to operate and maintain the District-Owned Improvements, subject to Paragraph 3 above regarding Non-Regional improvements, is subject to the Financing Districts providing moneys sufficient to fund the same. Each Financing District hereby agrees, that so long as it has not terminated the engagement of the Service District as operator of the District-Owned Improvements as provided in Paragraph 7.b. hereof, to impose an ad valorem mill levy on property within its boundaries (subject to the limits set forth in Paragraph 6 below) and, if necessary, fees or other charges, sufficient to fund the operation and maintenance costs (together with the administrative services costs set forth in Paragraph 4 below) of the District-Owned Improvements, including any Regional Improvements, at the levels or standards set forth in a written agreement among the Service District and the Financing Districts or, in the event no written agreement with respect to a level or standard has been executed, as may be determined by the Service District from time to time. The Service District shall submit to the Financing Districts, no later than September 30, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for the operation and maintenance of the District-Owned Improvements benefitting each District. The allocation of such costs among the Financing Districts shall be determined by the Service District based on the current and anticipated benefit of the District-Owned Improvements to each Financing District. Each Financing District shall, in its sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Service District shall be obligated to provide operation and maintenance of the District-Owned Improvements only to the extent funding is made available by the Financing Districts. To the extent such funding from the Financing Districts is insufficient to pay a portion or all of the costs associated with the operation and maintenance of the District-Owned Improvements, the Service District may, in its sole discretion, obtain funding to pay such costs by entering into reimbursement agreements with one or more developers, creating Developer Obligations for costs associated operation, maintenance and administrative services as further provided in Paragraph 4 below (“O&M Developer Obligations”). Under no circumstances shall the Service District be obligated to provide or fund operation and maintenance costs of the District-Owned Improvements that are not funded by the Financing Districts.

4. Administrative Services. The Districts hereby acknowledge and agree that the Service Plan contemplated that the Service District will perform various administrative functions for the Financing Districts, including but not limited to preparation of annual budgets, engagements of legal counsel and other consultants, and statutory compliance measures. The Financing Districts hereby engage the Service District, and the Service District hereby accepts such engagement, as the “district administrator,” which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a. Subject to Paragraph 7.b. hereof, the Service District shall perform, or cause to be performed, the following administrative services for the Financing Districts: accounting, legal, management, insurance administration, election administration, budget and audit preparation, preparation of notices, meeting materials, district information, record keeping, financial planning, and any other services required from time to time to ensure statutory compliance of the Districts. The Service District shall engage all contractors required to carry out all functions necessary for the provisions of such administrative services, provided that any

such engagement shall be subject to termination upon the same notice provided in clause (d) hereof.

b. The Service District shall provide the administrative services in accordance with such written guidance (including policies and procedures) as may be provided by the Financing Districts and agreed upon by the Service District. Until such time as any such guidance is provided by the Financing Districts, the Service District shall provide such administrative services in such manner as is reasonably determined by the Service District, subject to the funding of costs thereof by the Financing Districts (as more particularly provided in Paragraph 4.d. hereof).

c. The Districts acknowledge that one or more developers of the Service Area may record one or more covenants ("Covenants") against the real property in the Service Area, and may designate the Service District to enforce the Covenants and/or provide design review services as provided in the Covenants ("Covenant Services"). The Districts acknowledge and agree that, if Covenants are recorded against the real property in the Service Area and the Service District is designated therein as the entity to provide the Covenant Services, the Service District will perform, or cause to be performed, such Covenant Services as provided in the Covenants, subject to the Financing Districts providing moneys sufficient to fund the same. The Financing Districts hereby agree to fund the Service District's provision of Covenant Services until such time that a supplement or other instrument is recorded against the real property in the Service Area designating another entity as the provider of Covenant Services. The Financing Districts acknowledge that their ability to terminate the provision of Covenant Services by the Service District shall be subject to the terms of the Covenants and applicable law.

d. The obligation of the Service District to provide the administrative services described herein is subject to the Financing Districts providing moneys sufficient to fund the same. Each Financing District hereby agrees, that so long as it has not terminated the engagement of the Service District as district administrator as provided in Paragraph 7.b. hereof, to impose an ad valorem mill levy on property within its boundaries (subject to the limits set forth in Paragraph 6 below) and, if necessary, fees or other charges, sufficient to fund the costs of administrative services (together with the costs of operation and maintenance services provide by the Service District as provided in Paragraph 3.e.), as such costs are estimated and set forth in the annual budgets of the Financing Districts. The Service District shall submit to the Financing Districts, no later than September 30, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for such administrative services. The Financing Districts shall, in their sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Service District shall be obligated to provide the administrative services described in this Paragraph 4 above only to the extent of funding made available by the Financing Districts. To the extent such funding from the Financing Districts is insufficient to pay a portion or all of the costs associated with the provision of administrative services by the Service District, the Service District may, in its sole discretion, obtain funding from one or more developers creating O&M Developer Obligations for the costs associated with the provision of administrative services, and operation and maintenance services. Under no circumstances shall the Service District be obligated to fund

administrative costs, or to provide administrative services that are not funded by the Financing Districts.

5. Effectuation of Pledge of Security, Current Appropriation. The sums herein required to pay the amounts due hereunder are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the Boards of Directors of the Financing Districts in each year while any of the obligations herein authorized are outstanding and unpaid. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Financing Districts to levy ad valorem property taxes, or as limiting or impairing the obligation of the Financing Districts to levy, administer, enforce and collect the ad valorem property taxes as provided herein for the payment of the obligations hereunder.

6. Service District Compensation. The compensation for the provision of services described hereunder by the Service District shall be agreed upon by the Districts each year, on or before the adoption of an annual budget by the Financing Districts. The obligation of the financing Districts to pay the Service District for operating expenses incurred for the provision of operation, maintenance and administrative services shall constitute "debt" of the Financing Districts. Accordingly, mill levies certified to make necessary payments to the Service District will be characterized as debt service mill levies notwithstanding that they are imposed to pay contractual obligations for operation, maintenance and administrative services provided by the Service District. Notwithstanding the foregoing, the Financing Districts may impose up to 25 mills, as may be adjusted pursuant to the Service Plan, for payments to the Service District for operations and maintenance, and administrative services, such such mill levy imposition shall be attributed towards the O&M Mill Levy Cap (as such term is defined in the Service Plan).

7. Termination. This Agreement shall terminate within 45 years of the date of the initial Debt (as defined in the Service Plan) of the Districts is issued ("Termination Date"), unless the term of this Agreement is extended by the Financing Districts upon approval by a majority of the board(s) of directors of the Financing District(s), at such time as a majority of the directors on the respective board(s) of directors are End Users (as that term is defined in the Service Plan), and where the majority of End Users on the respective board(s) of directors approve of such extension; provided, however, the Service District or any of the Financing Districts may terminate certain provisions of this Agreement prior to the Termination Date as follows:

a. **Termination Rights of Financing Districts.** The Service District shall have the option to terminate the provisions hereof pertaining to its engagement as operator of the Public Improvements (as provided in Paragraph 3 hereof) and/or district administrator (as provided in Paragraph 4 hereof) to one or more of the Financing Districts at the end of any fiscal year; provided that written notice of such termination is provided to the Financing District(s) no later than September 30 of the final fiscal year in which operations and maintenance services and/or administrator services are sought to be provided. In addition, in the event that one or more of the Financing Districts cannot agree upon a budget for the provision of such operations and maintenance services and/or administrator services, including the Service District's

compensation for the same, the Service District shall have the option to terminate this agreement (with respect to the services described in Paragraph 3, Paragraph 4, or both) at the end of the then-current fiscal year with the applicable Financing Districts(s). Upon the termination of the portion of this Agreement pertaining to the services provided in Paragraph 3 hereof, the Service District shall cause legal title in the District-Owned Improvements to be conveyed to, or at the direction of, the applicable Financing Districts(s), and shall cause all contracts relating to the operation and maintenance of such District-Owned Improvements and administrative services to be assigned to or at the direction of the applicable Financing Districts(s) as provided herein. The Service District may terminate its right to provide Public Improvements for the Districts as provided in Paragraph 1 hereof with 90 days written notice to the Financing Districts; provided that the Service District completes all Public Improvements then under construction, including any Public Improvements anticipated to be acquired from one or more developers, and further provided that such termination does not impair or violate the terms of any Bond resolution, indenture, pledge agreement, loan document and/or any other document related to the issuance of Bonds by the Service District or any of the Financing Districts.

b. Termination Rights of the Service District. Any Financing District may determine to terminate its engagement of the Service District as operator and maintainer of the District-Owned Improvements that solely benefit such Financing District and/or as district administrator at the end of any fiscal year; provided that written notice of such termination is provided to the Service District no later than September 30 of the final fiscal year in which operations and maintenance services and/or administrative services are to be provided by the Service District. No Financing District may terminate the engagement of the Service District as operator of any Regional Improvements unless all Districts have consented to such termination by a Financing District, as set forth in a separate agreement. No later than December 31 of the fiscal year in which the Service District is in receipt of written termination of its operations and maintenance services by a Financing District, the Service District shall cause legal title in the District-Owned Improvements to be conveyed to or at the direction of the applicable Financing Districts(s) seeking termination as provided herein, and shall cause all contracts relating to the operation and maintenance of the District-Owned Improvements to be assigned to or at the direction of the applicable Financing Districts(s) seeking termination of their engagement of the Service District. No Financing District may terminate its funding of any Public Improvements as provided in Paragraph 1 and Paragraph 2 hereof until such time the financing(s) for such Public Improvements pursuant to which the Financing District pledged revenue for payment thereon has been paid in full, including any refundings thereof, or as otherwise agreed to by the Districts. Furthermore, to the extent the Service District has any O&M Developer Obligations outstanding at such time a Financing District seeks to terminate the Service District's provision of operations and maintenance services and/or administrative services, said terminating Financing District shall be responsible for its proportionate share of the O&M Developer Obligations then outstanding as of the final year in which services are provided by the Service District, and the terminating Financing District shall continue to impose an ad valorem mill levy for its proportionate share of the O&M Developer Obligations until such time the terminating Financing District's share is paid in full

8. No Unintended Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other

than the parties hereto, any rights, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties. The covenants, terms, conditions, and provisions contained herein shall inure to and be binding upon the representatives, successors, and permitted assigns of the parties hereto. This Agreement is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a party hereto, including without limitation, the owners of bonds issued by the Districts.

9. Amendment. This Agreement may be amended from time to time by agreement among the Districts; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Districts unless the same is in writing and duly executed by all of the Districts.

10. Assignment. Except as set forth herein or as contemplated in the Service Plan, neither this Agreement, nor any District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of all the other Districts. Any such attempt of assignment without the requisite consent shall be deemed void and of no force and effect at the election of any District with consent rights. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

11. Instruments of Further Assurance. The Districts each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

13. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

14. Recovery of Costs. In the event of any litigation between or among the Districts hereto concerning the subject matter hereof, the prevailing District(s) in such litigation shall be entitled to receive from the losing District(s), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing District(s) in such litigation, including reasonable attorneys' fees.


15. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

16. Integration. This Agreement contains the entire agreement between and among the Districts regarding the subject matter hereof, and no statement, promise or inducement made by any District or the agent of any District that is not contained in this Agreement or separate written instrument shall be valid or binding.

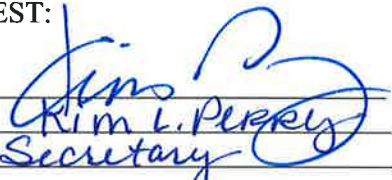
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IN WITNESS WHEREOF, the Districts have executed this Agreement on the date first above written.


WEST BOYD METROPOLITAN DISTRICT
NO. 1


By: David Crowder
Its: President

ATTEST:


By: Kim L. Perry
Its: Secretary

WEST BOYD METROPOLITAN DISTRICT
NO. 2


By: David Crowder
Its: President

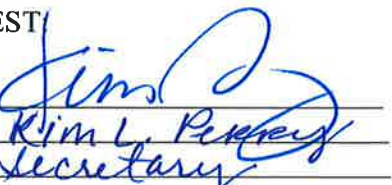
ATTEST:


By: Kim L. Perry
Its: Secretary

WEST BOYD METROPOLITAN DISTRICT
NO. 3


By: David Crowder
Its: President

ATTEST:


By: Kim L. Perry
Its: Secretary