

**AGENDA
 COMBINED SPECIAL MEETING
 OF THE BOARDS OF DIRECTORS OF
 FITZSIMONS VILLAGE METROPOLITAN DISTRICT NOS. 1-3**

DATE:	Thursday, August 24, 2023
TIME:	8:00 a.m.
ACCESS:	<p>You can attend the meeting in any of the following ways:</p> <ol style="list-style-type: none"> 1. https://teams.microsoft.com/l/meetup-join/19%3ameeting_Mzc5ODMxYmMtNjZjMS00Nzg1LThjZTgtZDJINDM1Nzc3ZWZj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d 2. To attend via telephone, dial 720- 547-5281 and enter the following additional information: Passcode: 779 207 143#

Fitzsimons Village Metropolitan District Nos. 1 and 2		
<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Bob Dapper	Secretary	May, 2027
Brittany Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

Fitzsimons Village Metropolitan District No. 3		
<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Brian Ratner	Secretary	May, 2027
Brittanny Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda. (Districts 1-3)
- B. Present disclosures of potential conflicts of interest. (Districts 1-3)
- C. Confirm quorums, location of meeting and posting of meeting notices, designate 24-hour posting location.
- D. Review and consider approval of minutes from the July 21, 2023 regular board meeting (enclosure).
- E. Public Comment.

Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person. (Districts 1-3)

II. MANAGER MATTERS

- A. Bridge Update.
 - i. Review and consider approval of JHL estimate (enclosure).
- B. Review and consider approval of S.A. Miro Proposal for Pothole Repair and Coordination in the amount of \$15,000 (enclosure).
- C. Ratified approval of Tryg Proposal to repair exhaust fans in pedestrian bridge in the amount \$1395.00 (enclosure).
- D. Review and consider approval of Sustainable Landscapes – Colorado proposal for 2023-2024 Snow Removal (enclosure).

III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$42,013.81 (enclosure). (District 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$10,392.86 (enclosure). (District 3)
- C. Review and consider acceptance of June 30, 2023 unaudited financial statements (enclosure).
- D. District No. 1 ratify approval of Corporex Development and Construction Management, LLC (“CDCM”) Pay Apps for garage construction and other Pay Apps in the amount of \$1,868,311.13 (enclosure).

- E. District No. 3 ratify approval of Draw Request No. 13 in the amount of \$1,868,311.13, Requisition Request No. 16 in the amount of \$1,868,311.13 for Pay Apps and other expenses (enclosure).

IV. LEGAL MATTERS

V. DIRECTOR MATTERS

VI. OTHER BUSINESS

VII. ADJOURNMENT

THE NEXT REGULAR SCHEDULED MEETING IS ON SEPTEMBER 13, 2023.

**MINUTES OF A COMBINED SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF THE
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3
HELD
JULY 21, 2023**

A special meeting of the Boards of Directors of the Fitzsimons Village Metropolitan Districts Nos. 1-3, County of Arapahoe (referred to hereafter as the “Board”) was convened on Friday, July 21, 2023 at 8:00 a.m. The Districts’ Board meeting was held and properly noticed to be held via video enabled web conference. The meeting was open to the public via telephone and videoconference.

Directors In Attendance Were:

- Suzanne Schlicht, President
- Brittanny Havard, Treasurer
- Bob Dapper, Assistant Secretary (MD No.1 and 2)
- Brian Ratner, Secretary (MD No. 3)

There are two vacancies on each of the Boards.

Also In Attendance Were:

- Brenden Desmond; Spencer Fane LLP
- Nicholas Carlson and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
- Doug Swain and Stephen Sapp; Corporex

**ADMINISTRATIVE
MATTERS**

Call to Order/Disclosure of Potential Conflicts of Interest: Director Schlicht called the meeting to order at 8:06 a.m.

Attorney Desmond 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 Boards 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 Boards’ members prior to this meeting 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.

Quorum/Meeting Location/Approve Agenda: A quorum was confirmed. It was noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person were received.

Following review and discussion, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the combined agenda, as presented.

Public Comment: None.

**MANAGEMENT
MATTERS**

Promenade Project: Mr. Sapp reviewed noting that the public bid process was conducted and the apparent low bid was from Turner.

JE Dunn Proposal for the Promenade Project in the Amount of \$1,799,900.00: No action was taken.

Turner Proposal for the Promenade Project in the Amount of \$1,383,934.00: Following discussion, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the Turner proposal for the Promenade Project in the amount of \$1,383,934.00 for District 1.

Following discussion, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the Turner proposal for the Promenade Project in the amount of \$1,383,934.00 for District 3.

**FINANCIAL
MATTERS**

None.

LEGAL MATTERS

None.

**DIRECTOR
MATTERS**

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time Director Schlicht adjourned the meeting at 8:23 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting MD 1-2

By _____
Secretary for the Meeting MD 3



9100 E. Panorama Drive, Suite 300
Englewood, CO 80112
jhlinfo@jhlconstructors.com

P | 303 741 6116
F | 303 741 2785
jhlconstructors.com

8/7/23

Michael Baker International
Keely Matson

Re: Bridge Repair

JHL Constructors, Inc. is pleased to provide a proposal for the scope described herein.

This proposal is provided on the **8/7/23**, by and between JHL Constructors, Inc. ("GC") and **Fitzsimons Village Metropolitan District no. 1**, for work involving the **Bridge Repair over Colfax**. This proposal is valid for **30 days** from the date the proposal is provided.

The **Fitzsimons Village Metropolitan District no. 1**, hereinafter called the "Owner," is the owner of the project. JHL Constructors, Inc., hereinafter called the "GC," is the prospective general contractor to be designated to direct all construction related activities on the Project under the direction of the Owner.

1. Scope of Work Price

GC will perform all work as described within this Agreement for the lump sum amount of **\$388,000**

Price includes \$10,000 for Traffic Control and ROW permits

2. Project AHJ, Permits, Fees, and Taxes

Taxes excluded
Inspection services by other
AHJ TBD

3. Project Schedule

	Description	Date
Schedule Milestone 1	NOA	8/14/23
Schedule Milestone 2	Shop Drawings Procure Materials	10-12 Weeks
Schedule Milestone 3	Start Work	Nov. 2023
Schedule Milestone 4	Complete Work	Dec. 2023
Other		
Other		

4. Bid Documents

The following bid documents were considered as part of GC's price to perform the work as described in this Agreement:

	Description	Date
<i>Drawings</i>	Fitzsimons Village Pedestrians Bridge Repair – 90%	10/26/22
<i>Specifications</i>	n/a	
<i>Geotechnical Report</i>	n/a	
<i>Environmental Report</i>	n/a	
<i>Exhibit (Specific)</i>	n/a	
<i>Exhibit (Specific)</i>	n/a	
<i>Other</i>		
<i>Other</i>		

5. Safety

GC will perform all work as described within this Agreement in accordance with GC's Safety Handbook, OSHA guidelines, and all other project specific safety requirements. It is the responsibility of the GC to implement project specific safety plans, maps, and training requirements. Owner, Owner's Representatives, Contractors and Visitors will actively participate in all project specific safety requirements when on site.

6. Quality

GC will designate a quality representative with responsibility to manage all aspects of work to be performed as described in this Agreement according to the GC's Quality Manual and the project specific requirements. The quality representative will facilitate all preconstruction, preparatory, pre-inspection, and follow-up inspection meetings with the Owner or Owner's Representatives.

7. Scope of Work

GC will furnish all labor, equipment, and materials necessary to complete the following work according to the Bid Documents:

INCLUSIONS

- Framing repairs
- Waterproofing repairs
- Steel plate supply/install
- Painting
- Traffic Control
- MHT
- CDOT permit/traffic control coordination
- Roof Repair
- Electrical disconnect/reconnect
- Fire Sprinkler disconnect/drain down/reconnect
- Glass replacement
- Metal panel removal/install for inspection services
- Right of Way and Traffic Control permits: Allowance \$10,000
- Bridge jacking
- Bridge jacking engineering
- Bearing pad demo and replacement
- Sidewalk fencing
- Safety signage

- Night work
- Light towers
- Anchor bolt foam and waterproofing
- Project Manager/Superintendent/Field Engineer
- Storage Container(s) and/or Tool Trailer(s)
- Trucking (Construction Materials Transport)
- Trucking (Civil Equipment Mobilizations)
- Trucking (Storage Container and/or Tool Trailer Mobilizations)
- Drinking Water (For Scope of Work Only)
- Construction Equipment (For Scope of Work Only)
- Safety Orientation
- Safety Training
- Safety Equipment and First Aid
- Small Tools
- Snow Removal
- Street Sweeping
- As-Builts / Record Drawings
- General Liability Insurance
- Field Offices, Furniture, Printer Supplies, Office Supplies
- Temporary Fencing and Maintenance
- Temporary Roads, Yards, Walks
- Sanitation Units
- Project Dumpsters
- Protecting existing structures
- Survey monitoring
- Field trucks

EXCLUSIONS

- Professional Design Services or 3rd Party Reviews
- 3rd Party QA/QC Testing Services
- Temporary Construction Utilities

Robert Wahl
 Vice President – Infrastructure
 303-518-1974
 rwahl@jhlconstructors.com

ADDITIONAL SERVICES AUTHORIZATION

June 8, 2023
Revised August 11, 2023



Civil
Structural
Integrated Services

Corporex
100 E. RiverCenter Blvd.
Suite 1100
Covington, KY 41011

Attn: Stephen Sapp

S. A. Miro, Inc. Job No:

22-028
Additional Services #1

Project Title:

Fitzsimmons Village Water
Quality - Additional Design
& Coordination

PROJECT DATA/ADDITIONAL SERVICES

Description of Additional Services Requested:

The initial coordinated design was mostly complete, but then revisions were required by the City and the water quality device supplier. This additional service request covers the additional time required to re-coordinate and respond to the revisions. It includes multiple coordination meetings, easement coordination, pothole coordination, WQ device coordination, and additional City submittals. It also includes additional coordination with the adjacent project developer and contractor.

SCHEDULE

Additional Services Requested By:

Stephen Sapp

Date Requested:

March 17, 2023

**Estimated Completion Date
and/or Schedule for Additional Services:**

Timeline coordinated with team and City.

FEE / BASIS FOR PAYMENT

Fee to provide Additional Services:


\$15,000.00

AUTHORIZATION

Terms and Conditions:

It is understood that S. A. Miro, Inc. is providing these services at your request, and that you are pursuing authorization from the project Owner. *Please notify us immediately if you expect difficulty in obtaining additional fees for these services.* All terms and conditions of the original contract remain the same. Please return one executed copy of the authorization for our files.

In witness whereof, the individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

By: 
David W. Lewis, P.E.

Authorized By: _____

Title: _____

Title: President

Printed Name: _____

Date: _____

JC/SN (L:\add-svcs\Corporex.22028.81 Addl WQ Design-R1.jdc.docx)



Proposal

July 31, 2023

Reference: Fitzsimons Village MD's Pedestrian Exhaust Fan Motor

Customer: Clifton Larson Allen

Job Site: Fitzsimons Village MD's

Contact Name: Ashley Heidt

Address: 13100 E Colfax Ave Aurora

Phone #: 303 265 7801

City, State, Zip: Aurora CO 80011

Email: ashley.heidt@claconnect.com

TRYG Group will furnish and install all materials, labor, and equipment as listed in the following Scope of Work to include any listed drawings, specifications, or addenda.

Qualifications: Provide and install the following labor and material required to replace the failed exhaust fan motor diagnosed onsite by our technicians. In addition to the T&M ticket for the diagnosis the following will be required for the repair. The following is included:

- Fan will be shut down
- Existing motor will be demoed and removed
- One (1) new Replacement OEM Nidec Fan motor will be provided and installed
 - 1/3 hp
 - 1075 RPM
 - 115V
- Labor to complete
- Operational Test

Inclusions:

- Sales and use tax
- Parts and materials as listed above

Exclusions:

- All necessary fees and permits required by state or local codes will be charged as incurred
- After hours work – all work is to be done during normal business hours
- Asbestos or asbestos abatement
- Insulation/Lagging
- Any painting and/or drywall repairs
- Fire, smoke, and sound caulking
- Roofing of any type to include – patch work, penetrations, repair/replacement, unless otherwise specified in scope of work
- Any code violations requiring repairs not related to Tryg Group scope of work will be an additional charge
- Engineering or engineered drawings



- Any work performed in addition to the scope of work set forth above will be performed on a time and materials basis pursuant to TRYG Group then-current rate schedule

Payment Terms: Monthly Progress Billings and Final Invoice Due (net 30)

Price: This scope of work above will be completed in a workmanlike manner according to the standard code of practices for the guaranteed price of **\$ 1,395.00**

Respectfully
Tryg Group

Accepted by

Phil Ackerson

Account Manager
Phil@tryggroup.com

Company Name



Attachment "A" - STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions shall apply to all work performed pursuant to the Proposal (attached hereto, the "Proposal"), by Tryg Group, a Colorado corporation ("Tryg Group") for the benefit of the client identified within the Proposal (the "Client"). The terms of the Proposal are hereby incorporated by reference.

1. The Work. Tryg Group is fully experienced and qualified to perform the work as set forth in the Proposal (the "Work") and shall execute the entire Work, except to the extent specifically indicated in the Proposal to be the responsibility of others, in a workmanlike manner and in accordance with the specifications and time frames set forth in the Proposal. Tryg Group shall commence the Work upon the receipt of a notice to proceed with the Work from the Client. **Expiration of Proposal:** This offer will remain open for a period of thirty (30) calendar days. If it is accepted after that date TRYG Group reserves the right for it to be adjusted as necessary to reflect any changes in labor and material costs."

2. Changes to the Work. Upon a change of the Work, additional Work, or upon the discovery by Tryg Group of conditions that materially alter the nature or scope of the Work, Tryg Group and the Client shall mutually agree upon any adjustments to the Price.

3. Permits and Taxes. To the extent required, Tryg Group will obtain any necessary permits to perform the Work. However, the Client shall be responsible for paying permit fees and any sales or use taxes resulting from the performance of the Work, including any taxes owed to Tryg Group in addition to the Price unless otherwise noted in the above proposal.

4. Warranty. For a period of one year beyond substantial completion of the Work, Tryg Group warrants to the Client that (i) the Work performed will be conducted in a workmanlike manner and conform to the specifications set forth in the Proposal; (ii) that all materials and equipment furnished under the Proposal will be new and of good quality; and (iii) that the Work will be free from defects.

a. If Tryg Group does not provide the equipment for a project the equipment will not be warranted by Tryg Group. The purchasing party will be responsible for dealing with the manufacture or vendor for warranty claims from whom the equipment was purchased. This applies in all sales agreements particularly pertaining to "Labor Only" Proposals. Workmanship on the Labor is still warranted under this circumstance.

5. Fees and Payment. The Client shall pay Tryg Group, in current funds, the sum specified in the Proposal for Tryg Group's performance of the Work (the "Price"). Unless otherwise specified in the Proposal, all payments to Tryg Group shall be due within NET 30 days from the date an invoice for payment is submitted to the Client unless an alternate term is agreed upon and becomes contractual.

- Tryg Group reserves the right to assess a 5% bi-weekly fee on all unpaid sums that are past due.
- In the event the time for the performance of the Work exceeds 30 days from the date the Work commences, Tryg Group shall submit an invoice for progress payments no earlier than every 30 days in an amount equal to the percentage of work completed at the time of the invoice is submitted multiplied by the Price.
- Progress payments are due within 30 days of receipt of invoice. Tryg Group reserves the right to perform a "work stoppage" if the account is not kept current in addition to the late fees listed above. Work stoppages immediately eliminate and void any Liquidated Damages fees.
- **A deposit of 25% of the contract price will be invoiced and is payable upon acceptance of the Agreement, if deemed necessary by TRYG Group.**
- Tryg Group reserves the right, at the company's discretion, to hold orders and progress until deposit is current or at any time require a larger deposit based on equipment price and lead time status.
- In the event that a proposal/agreement had been awarded via any form of approval (ie: email approval, purchase order number, signature, formal long form contract, etc.) and the agreement becomes rescinded for any reason; the client party will be financially responsible for: work accrued and performed to current date, material that had been ordered on behalf of agreement, a rescinded contract penalty of 10% contract value.
- When necessary or requested, change orders to projects will be submitted in either a proposal format, change order form document, or email. Work will only commence when a signed copy is returned. Change Orders will push contract dates and nullify original contract dates and liquidated damage dates.

6. Indemnification. The parties hereto agree to indemnify one another against any and all actions, damages, demands, liabilities, causes of action, and claims, including reasonable attorneys' fees ("Claims"), to the extent such Claims arise out of or are caused by (i) the other party's negligent acts or omissions in the performance of the Work; (ii) breaches of these Standard Terms and Conditions or terms of the Proposal; or (iii) any hazards existing on the worksite that the Client failed to adequately warn Tryg Group about including, without limitation, the presence of any toxic or hazardous material on the worksite.

7. Liens. Upon final payment, Tryg Group agrees to furnish the Client with a final release for claims for payments and waiver of liens, as may be requested by the Client.



8. Clean Up. Tryg Group shall clean up and remove from the site all rubbish and waste resulting from the Work. The Client hereby permits Tryg Group to remove all such rubbish and waste to a dumpster provided by Client or that is already in existence at the worksite. Any material removed from the project site as part of the project becomes property of Tryg Group LLC unless otherwise contractually agreed upon.

9. Non-Solicitation of Employees. Without the prior written consent of an authorized officer of Tryg Group, the Client hereby agrees, for a period of two years from the date of the Proposal, to refrain from, directly or indirectly, soliciting for employment any person who is now employed by Tryg Group.

10. Governing Law; Jurisdiction; and Attorneys' Fees. These Terms and Conditions shall be governed by and construed under the laws of the State of Colorado. Any and all actions brought by the parties hereto shall be brought exclusively within the State of Colorado, County of Denver. In the event either Tryg Group or the Client brings an action to enforce the provisions hereof, the prevailing party in such action shall be awarded its attorneys' fees and costs from the non-prevailing party.

11. Mutual Limitations on Damages. Under no circumstances shall either party assert, allege or be liable to the other party for any lost profits or liquidated, special, indirect, or consequential damages.

12. EEO/AA. Tryg Group is an Equal Employment Opportunity/Affirmative Action Employer.

Customer Initial



2023-2024 Snow Removal

Sustainable Landscapes-Colorado

Client Name: SLC
Project Name: **Snow Removal
Jobsite Address: 6101 West 11th Avenue Lakewood, Colorado 80214
Estimate ID: EST2032961
Date: Mar 10, 2023
Billing Address: 6101 West 11th Avenue Lakewood, Colorado 80214
Version #: 1

Please check the 'Approved' box beside all the services you wish included in your seasonal service package.

Approved	Service	Unit Price	Units
<input type="checkbox"/>	Snow Plow		
	Snow Plow	\$117.39 per Hour	
<input type="checkbox"/>	Dump Truck		
	Snow Dump Truck with Plow	\$149.46 per Hour	
<input type="checkbox"/>	Sanding Truck		
	Snow Sander	\$137.50 per Hour	
<input type="checkbox"/>	Snow Blower		
	Snow Blower	\$79.35 per Hour	
<input type="checkbox"/>	Snow-ATV		
	Snow-ATV	\$86.96 per Hour	
<input type="checkbox"/>	Hand Removal		
	Snow Shovelers	\$78.39 per Hour	

Contractor Initials: _____ Customer Initials: _____

Apply Ice Melt

Snow Shovelers \$78.39 per Hour
Ice Melt \$1.29 per #'s

Ice Slicer

Ice Slicer - #'s \$0.20 per #'s

Ventrac with broom

Snow Ventrac with Broom \$160.00 per Hour

Snow-Skid Steer

Snow Skid Steer \$167.39 per Hour

Snow-Front End Loader

Snow-Front End Loader \$300.00 per Hour

Ice Inspection

Snow Plow \$127.51 per Hour

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____

**Prices shown do not include tax. Applicable taxes will be added to invoice(s).*

Contractor Initials: _____ Customer Initials: _____

FITZSIMONS METRO DISTRICT NO. 1
INTERIM CLAIMS
JULY 6, 2023 - AUGUST 18, 2023

Process Date	Vendor	Invoice Number	Amount
7/18/2023	CDR Construction LLC	1274	\$ 863.70
7/18/2023	City of Aurora	A056547 JUN23	1,107.10
7/18/2023	CliftonLarsonAllen LLP	3759760	3,843.00
7/18/2023	Diversified Underground Inc.	27735	55.00
7/18/2023	HSS Inc	INV2280186	566.40
7/18/2023	Roth Property Maintenance LLC	65891	1,836.20
7/18/2023	S A Miro, Inc	33755	770.00
7/18/2023	Spencer Fane	1195261	1,885.85
7/18/2023	Sustainable Landscapes Colorado LLC	129120	868.37
7/18/2023	TKE Corp	6000657528	2,496.11
7/18/2023	UNCC	223050581	11.61
7/18/2023	Xcel Energy	833111391	792.69
7/31/2023	CliftonLarsonAllen LLP	Multiple	15,905.39
7/31/2023	Diversified Underground Inc.	27917	105.00
7/31/2023	Roth Property Maintenance LLC	66238	1,705.00
7/31/2023	TKE Corp	5002198955	206.25
7/31/2023	TKE Corp	3007317548	889.58
7/31/2023	UNCC	Multiple	19.35
7/31/2023	Xcel Energy	837017386	711.42
8/1/2023	Aurora Media Group	Multiple	363.90
8/1/2023	S A Miro, Inc	33879	1,790.00
8/1/2023	Sustainable Landscapes Colorado LLC	Multiple	5,221.89
			\$ 42,013.81

FITZSIMONS METRO DISTRICT NO. 3
INTERIM CLAIMS
JULY 6, 2023 - AUGUST 18, 2023

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
7/18/2023	CliftonLarsonAllen LLP	3759709	\$ 700.88
7/18/2023	Spencer Fane	1195278	660.00
7/18/2023	Sustainable Landscapes Colorado LLC	129121	756.98
7/31/2023	CliftonLarsonAllen LLP	Multiple	7,280.02
7/31/2023	Sustainable Landscapes Colorado LLC	129330	756.98
8/1/2023	Spencer Fane	1204020	238.00
			<u>\$ 10,392.86</u>

FITZSIMONS VILLAGE METRO DISTRICT NO. 1

FINANCIAL STATEMENTS

JUNE 30, 2023

Fitzsimons Village Metro District No. 1
Balance Sheet - Governmental Funds
June 30, 2023

	General	Debt Service 2021	Debt Service 2020A&B	Capital Projects	Total
Assets					
Checking Account	\$ 72,658.57	\$ 1,086.95	\$ 59,954.42	\$ -	\$ 133,699.94
Colotrust	19,511.77	39,836.45	4,635.54	-	63,983.76
UMB - 2020A Bond Fund	-	-	2,182.74	-	2,182.74
UMB - 2020A Reserve Fund	-	-	586,487.17	-	586,487.17
UMB - 2020A Surplus Fund	-	-	21,989.57	-	21,989.57
Due from Fitzsimons Village No. 3	-	15,319.19	-	974,964.21	990,283.40
Due from Fitzsimons Village No. 2	4,094.42	-	-	-	4,094.42
Accounts Receivable	13,262.95	9,122.90	33,594.06	-	55,979.91
Receivable from County Treasurer	2,958.55	-	13,447.90	-	16,406.45
Total Assets	\$ 112,486.26	\$ 65,365.49	\$ 722,291.40	\$ 974,964.21	\$ 1,875,107.36
Liabilities					
Accounts Payable	\$ 40,767.68	\$ -	\$ -	\$ 974,964.21	\$ 1,015,731.89
Retainage Payable	-	-	-	278,116.01	278,116.01
Due to Fitzsimons Village No. 2	1,588.83	39,528.64	-	-	41,117.47
Due to Fitzsimons Village No. 3	7,234.90	24,225.25	-	-	31,460.15
Due to ARTA	491.31	-	-	-	491.31
Total Liabilities	50,082.72	63,753.89	-	1,253,080.22	1,366,916.83
Fund Balances	62,403.54	1,611.60	722,291.40	(278,116.01)	508,190.53
Liabilities and Fund Balances	\$ 112,486.26	\$ 65,365.49	\$ 722,291.40	\$ 974,964.21	\$ 1,875,107.36

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Fitzsimons Village Metro District No. 1
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 4,935.00	\$ 4,987.80	\$ (52.80)
Property Taxes - ARI	494.00	498.78	(4.78)
Specific ownership taxes	3,741.00	1,831.79	1,909.21
Operations and maintenance fee	79,776.00	79,775.84	0.16
Interest income	-	186.45	(186.45)
Insurance Proceeds	95,000.00	67,039.64	27,960.36
TIF Property Taxes	32,700.00	20,989.18	11,710.82
TIF Property Taxes - ARI	6,800.00	4,197.84	2,602.16
PIF - Excess Collection Fee	52,900.00	26,362.84	26,537.16
PIF - Operations & Maintenance	105,800.00	52,689.58	53,110.42
Transfer from Fitzsimons Village No. 2 - Taxes	19,856.00	18,107.46	1,748.54
Total Revenue	<u>402,002.00</u>	<u>276,667.20</u>	<u>125,334.80</u>
Expenditures			
General and administrative			
Accounting	59,325.00	29,662.50	29,662.50
ARI Payment	7,185.00	491.31	6,693.69
Auditing	5,200.00	-	5,200.00
County Treasurer's fee	81.00	83.47	(2.47)
District management	45,000.00	27,887.03	17,112.97
Dues and membership	950.00	1,030.05	(80.05)
Election	5,000.00	1,467.00	3,533.00
Insurance	23,000.00	22,980.00	20.00
Legal	35,000.00	5,661.85	29,338.15
Miscellaneous	5,120.00	1,355.39	3,764.61
Transfer to Fitzsimons Village No. 3 - Taxes	9,039.00	7,234.90	1,804.10
Total general and administrative	<u>194,900.00</u>	<u>97,853.50</u>	<u>97,046.50</u>
Operations and maintenance			
Janitorial	25,000.00	12,599.16	12,400.84
Elevator Maintenance	4,000.00	6,317.77	(2,317.77)
Utility Locating	600.00	87.72	512.28
Security	8,500.00	2,832.00	5,668.00
Tree Maintenance	25,000.00	-	25,000.00
Various - Repairs & Maintenance	50,000.00	5,541.87	44,458.13
Colfax Bridge Repairs	170,000.00	3,620.27	166,379.73
Landscapes - Landscape Maintenance	50,000.00	7,252.81	42,747.19
Landscapes - Floral	9,500.00	-	9,500.00
Window Cleaning (Bridge)	1,500.00	-	1,500.00
Snow removal	110,000.00	33,213.95	76,786.05
Utilities	40,000.00	7,905.15	32,094.85
Contingency	15,000.00	-	15,000.00
Hardscape Maintenance	5,000.00	-	5,000.00
Light Fixture Repairs	5,000.00	-	5,000.00
Inspection and Maintenance Report	5,000.00	3,505.00	1,495.00
Total Operations and maintenance	<u>524,100.00</u>	<u>82,875.70</u>	<u>441,224.30</u>
Total Expenditures	<u>719,000.00</u>	<u>180,729.20</u>	<u>538,270.80</u>
Other Financing Sources (Uses)			
Developer advance	322,098.00	103,000.00	219,098.00

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 1
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Total Other Financing Sources (Uses)	322,098.00	103,000.00	219,098.00
Net Change in Fund Balances	100.00	198,938.00	(198,838.00)
Fund Balance - Beginning	9,100.00	(136,534.46)	145,634.46
Fund Balance - Ending	<u>\$ 9,200.00</u>	<u>\$ 62,403.54</u>	<u>\$ (53,203.54)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Fitzsimons Village Metro District No. 1
Debt Service Fund 2021 Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 1,611.60	\$ (1,611.60)
PIF - Debt Service	85,500.00	39,544.44	45,955.56
Total Revenue	<u>85,500.00</u>	<u>41,156.04</u>	<u>44,343.96</u>
Expenditures			
Transfer to Fitzsimons Village No. 3 - PIF	85,500.00	39,544.44	45,955.56
Total Expenditures	<u>85,500.00</u>	<u>39,544.44</u>	<u>45,955.56</u>
Net Change in Fund Balances	-	1,611.60	(1,611.60)
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 1,611.60</u>	<u>\$ (1,611.60)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 1
Debt Service Fund 2020A&B Schedule of Revenues, Expenditures and Changes
in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 24,676.00	\$ 24,939.00	\$ (263.00)
Specific ownership taxes	17,002.00	7,971.75	9,030.25
Interest income	28,000.00	18,344.02	9,655.98
AURA Funding - Property Tax	65,470.00	32,084.35	33,385.65
PIF - Debt Service	320,000.00	157,347.77	162,652.23
Total Revenue	<u>455,148.00</u>	<u>240,686.89</u>	<u>214,461.11</u>
Expenditures			
County Treasurer's fee	370.00	374.08	(4.08)
Paying agent fees	7,000.00	7,000.00	-
Bond Interest - Senior Bonds	312,000.00	156,000.00	156,000.00
Bond Principal - Senior Bonds	20,000.00	-	20,000.00
Contingency	5,630.00	-	5,630.00
Total Expenditures	<u>345,000.00</u>	<u>163,374.08</u>	<u>181,625.92</u>
Net Change in Fund Balances	110,148.00	77,312.81	32,835.19
Fund Balance - Beginning	652,451.00	644,979.59	7,471.41
Fund Balance - Ending	<u>\$ 762,599.00</u>	<u>\$ 722,292.40</u>	<u>\$ 40,306.60</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 1
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Transfer from Fitzsimons Village No. 3	\$ 15,348,492.00	\$ 4,509,227.81	\$ 10,839,264.19
Total Revenue	<u>15,348,492.00</u>	<u>4,509,227.81</u>	<u>10,839,264.19</u>
Expenditures			
Public Improvements	15,008,492.00	4,702,387.21	10,306,104.79
Capital Outlay - 30-inch Culvert	75,000.00	-	75,000.00
Capital Outlay - Baysaver Installation (South)	70,000.00	-	70,000.00
Capital Outlay - Baysaver Modification (North)	50,000.00	-	50,000.00
Capital Outlay - Baysaver Design/permits	15,000.00	-	15,000.00
Capital Outlay - Pedestrian Bridge	30,000.00	-	30,000.00
Capital Outlay - Curb and Gutter	100,000.00	-	100,000.00
Total Expenditures	<u>15,348,492.00</u>	<u>4,702,388.21</u>	<u>10,646,104.79</u>
Net Change in Fund Balances	-	(193,160.40)	193,160.40
Fund Balance - Beginning	-	(84,956.61)	84,956.61
Fund Balance - Ending	<u>\$ -</u>	<u>\$ (278,116.01)</u>	<u>\$ 278,116.01</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

FITZSIMONS METROPOLITAN DISTRICT NO. 1
SCHEDULE OF CASH POSITION
June 30, 2023
Updated as of August 17, 2023

	General Fund	Debt Service Fund 2021 Bonds	Debt Service Fund 2020 A&B Bonds	Total
1st Bank - Checking				
Balance as of 06/30/23	72,658.57	1,086.95	59,954.42	133,699.94
Subsequent activities:				
07/14/23 - Aurora Water	(469.31)	-	-	(469.31)
07/18/23 - Transfer from Fitz 3	-	15,319.19	-	15,319.19
07/18/23 - Bill.com payables	(13,974.74)	-	-	(13,974.74)
07/18/23 - Aurora Water	(1,107.10)	-	-	(1,107.10)
07/28/23 - PIF (Hyatt)	-	-	33,594.06	33,594.06
07/28/23 - PIF Deposit	13,262.95	9,122.90	-	22,385.85
07/31/23 - Bill.com payables	(19,541.99)	-	-	(19,541.99)
08/01/23 - Bill.com payables	(7,375.79)	-	-	(7,375.79)
08/15/23 - Transfer from Colotrust	19,511.77	-	-	19,511.77
Anticipated Transfer from Colotrust	7,173.47	-	-	7,173.47
Anticipated transfer to Fitz 3 - GF taxes	(7,234.90)	-	-	(7,234.90)
Anticipated bill.com payables	(3,620.27)	-	-	(3,620.27)
Anticipated Aurora Water	(1,539.55)	-	-	(1,539.55)
Anticipated transfer to Fitz 3 (UMB Custodial Fund)	-	(1,303.80)	-	(1,303.80)
Anticipated transfer to Fitz 3 (UMB Taxable Rev Fund) - DSF PIF	-	(24,225.24)	-	(24,225.24)
Anticipated transfer to 2020A Bond Fund	-	-	(93,548.48)	(93,548.48)
	57,743.11	-	-	57,743.11
COLOTRUST - PLUS				
Balance as of 06/30/23	19,511.77	39,836.45	4,635.54	63,983.76
Subsequent activities:				
07/10/23 - Property taxes District 1	2,958.55	-	13,447.90	16,406.45
07/10/23 - Property taxes District 2	4,094.42	13,027.70	-	17,122.12
07/31/23 - Interest Income	120.50	246.01	28.63	395.14
08/15/23 - Transfer to Fitz 3 UMB Custodial Fund	-	(39,836.45)	-	(39,836.45)
08/15/23 - Transfer to 1st Bank	(19,511.77)	-	-	(19,511.77)
08/15/23 - Transfer to 2020A Bond Fund	-	-	(4,635.54)	(4,635.54)
Anticipated Transfer to Fitz 3 UMB Custodial Fund	-	(13,273.71)	-	(13,273.71)
Anticipated Transfer to 1st Bank	(7,173.47)	-	-	(7,173.47)
Anticipated Transfer to 2020A Bond Fund	-	-	(13,476.53)	(13,476.53)
Anticipated balance	-	-	-	-
UMB Trust Accounts:				
2020A Bond Fund				
Balance as of 06/30/23	-	-	2,182.74	2,182.74
Subsequent activities:				
07/10/23 - Transfer from District 3 - TIF	-	-	2,319.66	2,319.66
07/31/23 - Interest Income	-	-	16.48	16.48
08/15/23 - Transfer from Colotrust	-	-	4,635.54	4,635.54
Anticipated Transfer from 1st Bank	-	-	93,548.48	93,548.48
Anticipated Transfer from Colotrust	-	-	13,476.53	13,476.53
Anticipated balance	-	-	116,179.43	116,179.43
2020A Reserve				
Balance as of 06/30/23	-	-	586,487.17	586,487.17
Required Amount: \$579,585				
Subsequent activities:				
07/31/23 - Interest Income	-	-	2,636.01	2,636.01
Anticipated balance	-	-	589,123.18	589,123.18
2020A Surplus				
Balance as of 06/30/23	-	-	21,989.57	21,989.57
Required Amount: \$626,500				
Subsequent activities:				
07/31/23 - Interest Income	-	-	98.86	98.86
Anticipated balance	-	-	22,088.43	22,088.43
Total anticipated balances	\$ 57,743.11	\$ -	\$ 727,391.04	\$ 785,134.15

Yield information (06/30/23):

Colotrust - 5.2246%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**FITZSIMONS METRO DISTRICT NO. 1
Property Taxes Reconciliation
2023**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 1,493.91	\$ -	\$ -	\$ -	\$ 1,493.91	0.00%	0.00%	\$ 1,503.46	0.00%	0.00%
February	15,060.69	-	1,512.98	-	(225.91)	-	16,347.76	49.88%	49.88%	16,935.06	49.60%	49.60%
March	-	-	1,899.03	-	-	-	1,899.03	0.00%	49.88%	1,717.36	0.01%	49.61%
April	123.83	-	1,603.41	-	(3.03)	-	1,724.21	0.41%	50.29%	1,662.32	0.35%	49.96%
May	185.62	-	1,717.37	-	(2.78)	-	1,900.21	0.61%	50.91%	1,488.09	0.24%	50.20%
June	15,055.44	-	1,576.84	-	(225.83)	-	16,406.45	49.87%	100.77%	16,721.10	49.59%	99.79%
July	-	-	-	-	-	-	-	0.00%	100.77%	1,491.51	0.00%	99.79%
August	-	-	-	-	-	-	-	0.00%	100.77%	1,955.85	0.00%	99.79%
September	-	-	-	-	-	-	-	0.00%	100.77%	1,644.91	0.00%	99.79%
October	-	-	-	-	-	-	-	0.00%	100.77%	1,571.74	0.00%	99.79%
November	-	-	-	-	-	-	-	0.00%	100.77%	1,753.28	0.00%	99.79%
December	-	-	-	-	-	-	-	0.00%	100.77%	1,417.45	0.00%	99.79%
Total	\$ 30,425.58	\$ -	\$ 9,803.54	\$ -	\$ (457.55)	\$ -	\$ 39,771.57	100.77%	100.77%	\$ 49,862.13	99.79%	99.79%

	Mill Levy	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Taxes	AV: \$493,525				
General Fund	10.000	4,935.00	16.39%	4,987.80	101.07%
General Fund (ARI)	1.000	494.00	1.64%	498.78	100.97%
Debt Service Fund	50.000	24,676.00	81.97%	24,939.00	101.07%
		\$ 30,105.00	100.00%	\$ 30,425.58	101.06%
Specific Ownership Taxes					
General Fund		3,741.00	18.03%	1,831.79	8.83%
Debt Service Fund		17,002.00	81.97%	7,971.75	38.43%
		\$ 20,743.00	100.00%	\$ 9,803.54	47.26%
Treasurer's Fees					
General Fund		81.00	17.96%	83.47	103.05%
Debt Service Fund		370.00	82.04%	374.08	101.10%
		\$ 451.00	100.00%	\$ 457.55	101.45%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 2 (District No. 2) and Fitzsimons Village Metropolitan District No. 3 (District No. 3). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,440,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The District has no employees and all administrative functions are contracted.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes – (continued)

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated from the current year's gross taxable assessed valuation.

Public Improvement Fees

The District receives public improvement fees (PIF) from existing retailers within District No. 2. The PIF, a privately imposed fee, is collected from sales transactions upon which the City Sales Tax is levied and from lodging transactions upon which the City's Lodgers Tax is levied, in consideration of the benefits derived from the public improvements constructed within District No. 2. The PIF allocated to operations and maintenance is remitted to the District to help pay for the District's operations and maintenance costs. The PIF allocated to debt service is pledged to District No. 3 to pay for the bonds District No. 3 issued on December 28, 2021.

The District receives PIF from existing retailers within District No. 3. The PIF collected within District No. 3 is pledged to the bonds issued by the District on March 11, 2020.

Aurora Regional Improvements (ARI) Mill Levy

Pursuant to the District's Service Plan, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Urban Renewal Authority (AURA) Revenues

The District, the Developer and the Aurora Urban Renewal Authority (AURA) have entered into an agreement in which AURA will remit TIF Revenues (Property Tax Revenues) to the District that are pledged to the 2020 A&B Bonds issued by the District on March 11, 2020.

Developer Advance

A portion of the District's operating expenditures in 2023 will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation to future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

Operation and Maintenance Fees

Pursuant to the Fitzsimons Village Metropolitan District Nos. 1 – 3 Joint Operations and Maintenance Fee Resolution, an operations and maintenance fee is imposed on all applicable property located in all Districts' boundaries, commencing in 2012. For commercial property, the fee was initially set at a rate of \$0.01002 per square foot per month. For residential property, the fee was initially set at a rate of \$1.12 per residential unit per month. The fee rates shall increase on January 1 annually thereafter.

On August 13, 2014, Districts Nos. 1 – 3 amended the resolution to increase the fee rates starting in 2015. With the Phase 2 project (hotel, conference center, and parking structure) and future Phase 3 project, the Districts' operation and maintenance costs (benefitting the entire Fitzsimons Village) will increase, hence the need for the fee rate increase.

Transfers from District No. 2

The District provides project and district administration services for District No. 2. Pursuant to certain agreements, District No. 2 remits to the District net tax revenues to cover its share of the administrative costs.

Transfers from District No. 3

In 2023, pursuant to a certain intergovernmental agreement, the District will receive approximately \$15,348,492 from District No. 3 to pay for capital outlay expenditures.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

General, Administrative and Operating Expenditures

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, membership dues, meeting and other administrative expenditures. Estimated operating expenditures related to landscaping, snow removal, utilities, repairs and maintenance, parking enforcement and property management are also included in the General Fund budget.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Limited Tax Increment General Obligation and Special Revenue Refunding Bonds, Series 2020A&B. See debt service schedule attached.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

Transfers to District No. 3 – Taxes

Pursuant to certain agreements with District No. 3, the District will transfer to District No. 3 (i) property taxes, net of fees, and (ii) specific ownership taxes generated from its imposition of operations mill levy to pay for operations and maintenance expenditures.

Transfers to District No. 3 - PIF

The District transfers PIF collections to District No. 3 pursuant to a certain Capital Pledge Agreement for the purpose of paying principal and interest on the 2021 Bonds issued by District No. 3 on December 28, 2021.

Debt and Leases

Issuance of 2020A and 2020B Bonds on March 11, 2020

The District issued Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020A (the "Senior Bonds") and Subordinate Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020B (the "Subordinate Bonds," and together with the Senior Bonds, the "Bonds") on March 11, 2020, in the amounts of \$6,265,000 for the Senior Bonds, and \$1,222,000 for the Subordinate Bonds. Proceeds from the sale of the Bonds were used for the purposes of (i) currently refunding the Tax Increment/Public Improvement Fee Supported Revenue Bonds, Series 2014A and the Tax Increment/Public Improvement Fee Supported Subordinate Revenue Bonds, Series 2014B, previously issued by District No. 3; (ii) funding the Senior Reserve Fund; and (iii) paying costs incurred in connection with the issuance of the Bonds. The Senior Bonds bear interest at 5.00%, payable semi-annually to the extent of Senior Pledged Revenue available on June 1 and December 1, beginning on June 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2021. The Senior Bonds mature on December 1, 2049.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The Subordinate Bonds were issued at the rate of 7.00% payable annually to the extent of Subordinate Pledged Revenue available on December 15, commencing December 15, 2020. The Subordinate Bonds are structured as “cash flow” bonds meaning that there are no regularly scheduled payments of principal prior to their maturity. The Subordinate Bonds mature on December 15, 2049.

The following is an analysis of the District’s long-term obligations through the year ended December 31, 2023:

	Balance at December 31, 2021	Additions*	Repayments*	Balance at December 31, 2022*	Additions*	Repayments*	Balance at December 31, 2023*
Limited Tax G.O. and Special Revenue Refunding Bonds, 2020A	\$ 6,255,000	\$ -	\$ 15,000	\$ 6,240,000	\$ -	\$ 20,000	\$ 6,220,000
Subordinate Limited Tax GO and Special Revenue Refunding Bonds Series 2020B	1,222,000	-	-	1,222,000	-	-	1,222,000
Bond Premium - 2020A	397,202	-	17,806	379,396	-	17,763	361,633
Total Bonds Payable	7,874,202	-	32,806	7,841,396	-	37,763	7,803,633
Developer Advances - Operations - Principal	735,447	294,628	-	1,030,075	322,098	-	1,352,173
Developer Advances - Operations - Interest	263,569	59,843	-	323,412	86,656	-	410,068
Total Developer Advances	999,016	354,471	-	1,353,487	408,754	-	1,762,241
Total	\$ 8,873,218	\$ 354,471	\$ 32,806	\$ 9,194,883	\$ 408,754	\$ 37,763	\$ 9,565,874
* Estimate							

The District has no operating or capital leases.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserve. This reserve must be at least 3% of fiscal year spending. The District has provided for such reserve.

This information is an integral part of the accompanying budget.

FITZSIMONS VILLAGE METRO DISTRICT NO. 1
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY

\$6,265,000

Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020A

Dated March 11, 2020

Principal Due December 1

5.00% Interest Payable June 1 and December 1

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 20,000	\$ 312,000	\$ 332,000
2024	25,000	311,000	336,000
2025	25,000	309,750	334,750
2026	30,000	308,500	338,500
2027	35,000	307,000	342,000
2028	45,000	305,250	350,250
2029	45,000	303,000	348,000
2030	55,000	300,750	355,750
2031	60,000	298,000	358,000
2032	65,000	295,000	360,000
2033	75,000	291,750	366,750
2034	80,000	288,000	368,000
2035	90,000	284,000	374,000
2036	95,000	279,500	374,500
2037	105,000	274,750	379,750
2038	115,000	269,500	384,500
2039	125,000	263,750	388,750
2040	340,000	257,500	597,500
2041	360,000	240,500	600,500
2042	385,000	222,500	607,500
2043	410,000	203,250	613,250
2044	440,000	182,750	622,750
2045	465,000	160,750	625,750
2046	495,000	137,500	632,500
2047	525,000	112,750	637,750
2048	560,000	86,500	646,500
2049	1,170,000	58,500	1,228,500
	<u>\$ 6,240,000</u>	<u>\$ 6,664,000</u>	<u>\$ 12,904,000</u>

Principal and interest on the Series 2020B Subordinate Bonds are payable solely from and to the extent of Subordinate Pledged Revenue. There are no scheduled principal payments on the Series 2020B Subordinate Bonds until final maturity.

FITZSIMONS VILLAGE METRO DISTRICT NO. 2

FINANCIAL STATEMENTS

JUNE 30, 2023

Fitzsimons Village Metro District No. 2
Balance Sheet - Governmental Funds
June 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Assets			
Receivable from County Treasurer	4,094.42	13,027.70	17,122.12
Due from Fitzsimons Village No. 1	1,588.83	39,528.64	41,117.47
Total Assets	<u>\$ 5,683.25</u>	<u>\$ 52,556.34</u>	<u>\$ 58,239.59</u>
Liabilities			
Accounts Payable	\$ -	\$ -	-
Due to Fitzsimons Village No. 3	-	52,556.34	52,556.34
Due to ARTA (ARI)	1,588.83	-	1,588.83
Due to Fitzsimons Village No. 1	4,094.42	-	4,094.42
Total Liabilities	<u>5,683.25</u>	<u>52,556.34</u>	<u>58,239.59</u>
Liabilities and Fund Balances	<u>\$ 5,683.25</u>	<u>\$ 52,556.34</u>	<u>\$ 58,239.59</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Fitzsimons Village Metro District No. 2
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 16,042.00	\$ 16,127.57	\$ (85.57)
Property Taxes from ARI Mill Levy	1,604.00	1,613.03	(9.03)
Specific ownership taxes	4,055.00	2,221.66	1,833.34
Total Revenue	<u>21,701.00</u>	<u>19,962.26</u>	<u>1,738.74</u>
Expenditures			
County Treasurer's fee	265.00	266.16	(1.16)
ARI Payment	1,580.00	1,588.83	(8.83)
Transfer to Fitzsimons Village No. 1	19,856.00	18,107.46	1,748.54
Total Expenditures	<u>21,701.00</u>	<u>19,962.45</u>	<u>1,738.55</u>
Net Change in Fund Balances	-	(0.19)	0.19
Fund Balance - Beginning	-	0.19	(0.19)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Fitzsimons Village Metro District No. 2
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 56,146.00	\$ 56,446.23	\$ (300.23)
Specific ownership taxes	12,902.00	7,068.59	5,833.41
Total Revenue	<u>69,048.00</u>	<u>63,514.82</u>	<u>5,533.18</u>
Expenditures			
County Treasurer's fee	842.00	846.89	(4.89)
Transfer to Fitzsimons Village No. 3	68,206.00	62,674.95	5,531.05
Total Expenditures	<u>69,048.00</u>	<u>63,521.84</u>	<u>5,526.16</u>
Net Change in Fund Balances	-	(7.02)	7.02
Fund Balance - Beginning	-	7.02	(7.02)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

FITZSIMONS METROPOLITAN DISTRICT NO. 2
Property Taxes Reconciliation
2023

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 1,424.75	\$ -	\$ -	\$ -	\$ 1,424.75	0.00%	0.00%	\$ 1,403.40	0.00%	0.00%
February	10,580.87	-	1,442.93	-	(158.71)	-	11,865.09	14.03%	14.03%	6,655.12	6.98%	6.98%
March	5,294.12	-	1,811.10	-	(79.41)	-	7,025.81	7.02%	21.06%	1,606.17	0.01%	6.99%
April	41,943.87	-	1,469.78	-	(629.39)	-	42,784.26	55.63%	76.69%	7,663.50	8.69%	15.68%
May	511.85	-	1,637.86	-	(7.68)	-	2,142.03	0.68%	77.37%	55,834.08	75.53%	91.21%
June	15,856.13	-	1,503.83	-	(237.84)	-	17,122.12	21.03%	98.40%	6,453.25	6.98%	98.19%
July	-	-	-	-	-	-	-	0.00%	98.40%	1,392.24	0.00%	98.19%
August	-	-	-	-	-	-	-	0.00%	98.40%	1,825.69	0.00%	98.19%
September	-	-	-	-	-	-	-	0.00%	98.40%	1,535.43	0.00%	98.19%
October	-	-	-	-	-	-	-	0.00%	98.40%	1,467.13	0.00%	98.19%
November	-	-	-	-	-	-	-	0.00%	98.40%	1,636.60	0.00%	98.19%
December	-	-	-	-	-	-	-	0.00%	98.40%	1,323.11	0.00%	98.19%
Total	\$ 74,186.84	\$ -	\$ 9,290.25	\$ -	\$ (1,113.03)	\$ -	\$ 82,364.06	98.40%	98.40%	\$ 88,795.72	98.19%	98.19%

Mill Levy	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	
AV: \$1,604,171					
General Fund	10.000	\$ 16,042.00	21.74%	\$ 16,127.58	100.53%
General Fund - ARI	1.000	1,604.00	2.17%	1,613.03	100.56%
Debt Service Fund	35.000	56,146.00	76.09%	56,446.23	100.53%
Total Mill	46.00	\$ 73,792.00	100.00%	\$ 74,186.84	100.54%

Specific Ownership Taxes

General Fund	\$ 4,055.00	23.91%	\$ 2,221.67	54.79%
Debt Service Fund	12,902.00	76.09%	7,068.58	54.79%
Total	\$ 16,957.00	100.00%	\$ 9,290.25	54.79%

Treasurer's Fees

General Fund	\$ 265.00	23.94%	\$ 266.17	100.44%
Debt Service Fund	842.00	76.06%	846.86	100.58%
Total	\$ 1,107.00	100.00%	\$ 1,113.03	100.54%

ARI Mill Levy

General Fund - ARI	\$ 1,604.00	2.13%	\$ 1,613.03	100.56%
Treasurer's Fees	(24.06)	2.44%	(24.20)	100.58%
Due to ARTA	\$ 1,579.94	2.44%	\$ 1,588.83	100.56%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 1 (District No. 1) and Fitzsimons Village Metropolitan District No. 3 (District No. 3). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,440,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The District has no employees and all administrative functions are contracted.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated using the current year's gross taxable assessed valuation.

Aurora Regional Improvements (ARI) Mill Levy

Pursuant to the District's Service Plan, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements, which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

Expenditures

ARI Payment

During 2023, revenues collected from the ARI mill levy, net of fees, will be disbursed for the benefit of the Aurora Regional Improvement Authority, pursuant to the District's Service Plan.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Transfers to District No. 1

Pursuant to certain agreements with District No. 1, the District will transfer to District No. 1 (i) property taxes, net of fees, and (ii) specific ownership taxes generated from its imposition of operations mill levy to pay for operations and administrative expenditures.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 2
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Transfers to District No. 3

Pursuant to certain agreements with District No. 3, the District will transfer to District No. 3 property taxes, net of fees, and specific ownership taxes generated from its imposition of debt service mill levy to pay for principal and interest on bonds issued by District No. 3 on December 28, 2021.

Debt and Leases

The District has no debt and has no operating or capital leases.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget.

This information is an integral part of the accompanying budget.

FITZSIMONS VILLAGE METRO DISTRICT NO. 3

FINANCIAL STATEMENTS

JUNE 30, 2023

Fitzsimons Village Metro District No. 3
Balance Sheet - Governmental Funds
June 30, 2023

	General	Special Revenue	Debt Service 2021A-1	Debt Service 2021A-2	Capital Projects	Total
Assets						
Cash and Cash Equivalents						
Checking Account	56,514.68	53,524.36	35,302.71	-	-	145,341.75
UMB Bond Fund 2021A-1	-	-	162,934.43	-	-	162,934.43
UMB Taxable Bond Fund 2021A-2	-	-	-	31,761.24	-	31,761.24
UMB Reserve Fund 2021A-1	-	-	2,900,230.97	-	-	2,900,230.97
UMB Taxable Reserve Fund 2021A-2	-	-	-	787,617.63	-	787,617.63
UMB Pledged Revenue Fund 2021A-1	-	-	71.60	-	-	71.60
UMB Surplus Fund 2021A-1	-	-	396,873.35	-	-	396,873.35
UMB Taxable Pledged Revenue Fund 2021A-2	-	-	-	22.77	-	22.77
UMB Taxable Surplus Fund 2021A-2	-	-	-	275,790.46	-	275,790.46
UMB Taxable Capitalized Interest Fund 2021A-2	-	-	-	298,659.83	-	298,659.83
UMB Project Fund 2021A-1	-	-	-	-	6,619,578.74	6,619,578.74
UMB Taxable Project Fund 2021A-2	-	-	-	-	5,819,618.13	5,819,618.13
UMB Taxable Revenue Fund	-	-	-	15,428.71	-	15,428.71
UMB Custodial Fund	-	-	287.99	-	-	287.99
Total Cash and Cash Equivalents	56,514.68	53,524.36	3,495,701.05	1,409,280.64	12,439,196.87	17,454,217.60
Accounts Receivable						
Due from Fitzsimons Village No. 1	7,234.90	-	-	24,225.25	-	31,460.15
Due from Fitzsimons Village No. 2	-	-	52,556.34	-	-	52,556.34
Receivable from County Treasurer	113.51	-	361.18	-	-	474.69
Total Accounts Receivable	7,348.41	-	52,917.52	24,225.25	-	84,491.18
Total Assets	63,863.09	53,524.36	3,548,618.57	1,433,505.89	12,439,196.87	17,538,708.78
Liabilities						
Current Liabilities						
Accounts Payable						
Accounts Payable	8,630.76	1,005.12	5,000.00	4,000.00	-	18,635.88
Total Accounts Payable	8,630.76	1,005.12	5,000.00	4,000.00	-	18,635.88
Due to Other Districts						
Due to Fitzsimons Village No. 1	-	-	15,319.19	-	974,964.21	990,283.40
Due to ARTA	1,262.10	-	-	-	-	1,262.10
Total Due to Other Districts	1,262.10	-	15,319.19	-	974,964.21	991,545.50
Total Current Liabilities	9,892.86	1,005.12	20,319.19	4,000.00	974,964.21	1,010,181.38
Total Liabilities	9,892.86	1,005.12	20,319.19	4,000.00	974,964.21	1,010,181.38
Fund Balances	53,970.23	52,519.24	3,528,299.38	1,429,505.89	11,464,232.66	16,528,527.40
Liabilities and Fund Balances	63,863.09	53,524.36	3,548,618.57	1,433,505.89	12,439,196.87	17,538,708.78

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Fitzsimons Village Metro District No. 3
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 18,392.00	\$ 12,817.61	\$ 5,574.39
Property Taxes - ARI	1,839.00	1,281.76	557.24
Specific ownership taxes	1,280.00	700.13	579.87
Transfer from AURA - ARI Property Taxes	4,365.00	-	4,365.00
Transfer from AURA - TIF Property Taxes	43,647.00	24,257.57	19,389.43
Transfer from Fitzsimons Village No. 1 - Taxes	9,039.00	7,234.90	1,804.10
Total Revenue	<u>78,562.00</u>	<u>46,291.97</u>	<u>32,270.03</u>
Expenditures			
Accounting	36,750.00	18,375.00	18,375.00
Auditing	4,600.00	-	4,600.00
County Treasurer's fee	303.00	211.50	91.50
PIF collection fees	500.00	-	500.00
Dues and membership	650.00	348.75	301.25
Insurance	7,500.00	3,749.00	3,751.00
District management	30,000.00	6,409.44	23,590.56
Legal	10,000.00	2,558.00	7,442.00
Miscellaneous	3,521.00	485.75	3,035.25
Election	2,000.00	92.00	1,908.00
ARI Payment	1,811.00	1,262.53	548.47
Payment to ARTA - ARI Property Taxes	4,365.00	-	4,365.00
Total Expenditures	<u>102,000.00</u>	<u>33,491.97</u>	<u>68,508.03</u>
Other Financing Sources (Uses)			
Transfers to other fund	(46,888.00)	-	(46,888.00)
Developer advance	70,326.00	10,000.00	60,326.00
Total Other Financing Sources (Uses)	<u>23,438.00</u>	<u>10,000.00</u>	<u>13,438.00</u>
Net Change in Fund Balances	-	22,800.00	(22,800.00)
Fund Balance - Beginning	2,400.00	31,170.23	(28,770.23)
Fund Balance - Ending	<u>\$ 2,400.00</u>	<u>\$ 53,970.23</u>	<u>\$ (51,570.23)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 3
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations and maintenance fee	\$ 68,084.00	\$ 62,918.48	\$ 5,165.52
Total Revenue	<u>68,084.00</u>	<u>62,918.48</u>	<u>5,165.52</u>
Expenditures			
Repairs and maintenance	50,000.00	-	50,000.00
Landscaping	15,000.00	4,356.50	10,643.50
Snow removal	60,000.00	14,234.73	45,765.27
Total Expenditures	<u>125,000.00</u>	<u>18,591.23</u>	<u>106,408.77</u>
Other Financing Sources (Uses)			
Transfers from other funds	46,888.00	-	46,888.00
Total Other Financing Sources (Uses)	<u>46,888.00</u>	<u>-</u>	<u>46,888.00</u>
Net Change in Fund Balances	(10,028.00)	44,327.25	(54,355.25)
Fund Balance - Beginning	10,028.00	8,191.99	1,836.01
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 52,519.24</u>	<u>\$ (52,519.24)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Fitzsimons Village Metro District No. 3
Debt Service Fund 2021A-1 Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 64,372.00	\$ 44,861.63	\$ 19,510.37
Specific ownership taxes	4,073.00	2,227.68	1,845.32
Interest income	165,000.00	90,338.21	74,661.79
AURA Funding - Lodger Tax	297,330.00	169,403.01	127,926.99
AURA Funding - Property Tax	650,000.00	593,200.53	56,799.47
AURA Funding - Sales Tax	103,990.00	41,949.16	62,040.84
Transfer from Fitzsimons Village No. 2 - Taxes	68,206.00	62,674.95	5,531.05
Total Revenue	<u>1,352,971.00</u>	<u>1,004,655.17</u>	<u>348,315.83</u>
Expenditures			
County Treasurer's fee	966.00	672.91	293.09
Paying agent fees	7,000.00	5,000.00	2,000.00
Bond Interest - 2021 A-1	1,667,000.00	833,500.00	833,500.00
Contingency	2,034.00	-	2,034.00
Total Expenditures	<u>1,677,000.00</u>	<u>839,172.91</u>	<u>837,827.09</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,350,734.00)	-	(1,350,734.00)
Total Other Financing Sources (Uses)	<u>(1,350,734.00)</u>	<u>-</u>	<u>(1,350,734.00)</u>
Net Change in Fund Balances	(1,674,763.00)	165,482.26	(1,840,245.26)
Fund Balance - Beginning	4,961,004.00	3,362,817.12	1,598,186.88
Fund Balance - Ending	<u>\$ 3,286,241.00</u>	<u>\$ 3,528,299.38</u>	<u>\$ (242,058.38)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 3
Debt Service Fund 2021A-2 Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 37,581.47	\$ (37,581.47)
Transfer from Fitzsimons Village No. 1 - PIF	85,500.00	39,544.44	45,955.56
Total Revenue	<u>85,500.00</u>	<u>77,125.91</u>	<u>8,374.09</u>
Expenditures			
Paying agent fees	-	4,000.00	(4,000.00)
Bond Interest - 2021 A-2	551,250.00	275,625.00	275,625.00
Contingency	2,750.00	-	2,750.00
Total Expenditures	<u>554,000.00</u>	<u>279,625.00</u>	<u>274,375.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	1,350,734.00	-	1,350,734.00
Total Other Financing Sources (Uses)	<u>1,350,734.00</u>	<u>-</u>	<u>1,350,734.00</u>
Net Change in Fund Balances	882,234.00	(202,499.09)	1,084,733.09
Fund Balance - Beginning	-	1,632,004.98	(1,632,004.98)
Fund Balance - Ending	<u>\$ 882,234.00</u>	<u>\$ 1,429,505.89</u>	<u>\$ (547,271.89)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Fitzsimons Village Metro District No. 3
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 300,000.00	\$ 342,404.82	\$ (42,404.82)
Total Revenue	<u>300,000.00</u>	<u>342,404.82</u>	<u>(42,404.82)</u>
Expenditures			
Transfers to Fitzsimons Village No. 1	15,348,492.00	4,509,227.81	10,839,264.19
Total Expenditures	<u>15,348,492.00</u>	<u>4,509,227.81</u>	<u>10,839,264.19</u>
Net Change in Fund Balances	(15,048,492.00)	(4,166,822.99)	(10,881,669.01)
Fund Balance - Beginning	15,048,492.00	15,631,055.65	(582,563.65)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 11,464,232.66</u>	<u>\$ (11,464,232.66)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

FITZSIMONS METRO DISTRICT NO. 3
Schedule of Cash Position
June 30, 2023
Updated as of August 17, 2023

	General Fund General & Admin	Special Revenue O&M	Debt Service Fund 2021A-1	Debt Service Fund 2021A-2	Capital Projects	Total
1st Bank - Checking						
Balance as of 06/30/23	56,514.68	53,524.36	35,302.71	-	-	145,341.75
Subsequent activities:						
07/07/23 Property Tax Receipt	113.51	-	361.18	-	-	474.69
07/10/23 Transfer to District 1 - TIF	-	-	(2,319.66)	-	-	(2,319.66)
07/18/23 Transfer to District 1	-	-	(15,319.19)	-	-	(15,319.19)
07/18/23 Bill.com payables	(1,360.88)	(756.98)	-	-	-	(2,117.86)
07/28/23 City of Aurora deposit - AURA funding	-	-	157,777.78	-	-	157,777.78
07/31/23 Bill.com payables	(7,280.02)	(756.98)	-	-	-	(8,037.00)
Anticipated transfer to 2021 Custodial Fund	-	-	(175,802.82)	-	-	(175,802.82)
	<u>47,987.29</u>	<u>52,010.40</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>99,997.69</u>
UMB - 2021 Custodial Fund						
Balance as of 06/30/23	-	-	287.99	-	-	287.99
Subsequent activities:						
07/31/23 Interest Income	-	-	1.23	-	-	1.23
Anticipated Transfer from 1st Bank	-	-	157,777.78	-	-	157,777.78
Anticipated Transfer from District 1	-	-	1,303.80	-	-	1,303.80
Anticipated Transfer from District 1	-	-	13,273.71	-	-	13,273.71
Anticipated balance	-	-	172,644.51	-	-	172,644.51
UMB - 2021A-1 Bond Fund						
Balance as of 06/30/23	-	-	162,934.43	-	-	162,934.43
Subsequent activities:						
07/31/23 Interest Income	-	-	721.09	-	-	721.09
Anticipated balance	-	-	163,655.52	-	-	163,655.52
UMB - 2021A-1 Reserve Fund						
Balance as of 06/30/23	-	-	2,900,230.97	-	-	2,900,230.97
Subsequent activities:						
07/31/23 Interest Income	-	-	12,407.23	-	-	12,407.23
Anticipated balance	-	-	2,912,638.20	-	-	2,912,638.20
UMB - 2021A-1 Project Fund						
Balance as of 06/30/23	-	-	-	-	6,619,578.74	6,619,578.74
Subsequent activities:						
07/17/23 Requisition #15	-	-	-	-	(974,964.21)	(974,964.21)
07/31/23 Interest Income	-	-	-	-	26,252.27	26,252.27
Anticipated balance	-	-	-	-	5,670,866.80	5,670,866.80
UMB - 2021A-1 Pledged Revenue Fund						
Balance as of 06/30/23	-	-	71.60	-	-	71.60
Subsequent activities:						
07/31/23 Interest Income	-	-	0.31	-	-	0.31
Anticipated balance	-	-	71.91	-	-	71.91
UMB - 2021A-1 Surplus Fund						
Balance as of 06/30/23	-	-	396,873.35	-	-	396,873.35
Subsequent activities:						
07/31/23 Interest Income	-	-	1,701.01	-	-	1,701.01
Anticipated balance	-	-	398,574.36	-	-	398,574.36
UMB - 2021A-2 Capitalized Interest Fund						
Balance as of 06/30/23	-	-	-	298,659.83	-	298,659.83
Subsequent activities:						
07/31/23 Interest Income	-	-	-	1,280.06	-	1,280.06
Anticipated balance	-	-	-	299,939.89	-	299,939.89
UMB - 2021A-2 Reserve Fund						
Balance as of 06/30/23	-	-	-	787,617.63	-	787,617.63
Subsequent activities:						
07/31/23 Interest Income	-	-	-	3,369.42	-	3,369.42
Anticipated balance	-	-	-	790,987.05	-	790,987.05
UMB - 2021A-2 Project Fund						
Balance as of 06/30/23	-	-	-	-	5,819,618.13	5,819,618.13
Subsequent activities:						
07/31/23 Interest Income	-	-	-	-	24,941.95	24,941.95
Anticipated balance	-	-	-	-	5,844,560.08	5,844,560.08
UMB - 2021A-2 Bond Fund						
Balance as of 06/30/23	-	-	-	31,761.24	-	31,761.24
Subsequent activities:						
07/31/23 Interest Income	-	-	-	142.36	-	142.36
Anticipated balance	-	-	-	31,903.60	-	31,903.60
UMB - 2021A-2 Pledged Revenue Fund						
Balance as of 06/30/23	-	-	-	22.77	-	22.77
Subsequent activities:						
Anticipated balance	-	-	-	22.77	-	22.77
UMB - 2021A-2 Taxable Surplus						
Balance as of 06/30/23	-	-	-	275,790.46	-	275,790.46
Subsequent activities:						
07/31/23 Interest Income	-	-	-	1,182.06	-	1,182.06
Anticipated balance	-	-	-	276,972.52	-	276,972.52

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

UMB - 2021A-2 Taxable Revenue Fund

Balance as of 06/30/23	-	-	-	15,428.71	-	15,428.71
Subsequent activities:						
07/31/23 Interest Income				66.15		66.15
Anticipated Transfer from District 1 - PIF	-	-	-	24,225.24	-	24,225.24
Anticipated balance	-	-	-	39,720.10	-	39,720.10
<i>Total Anticipated Balances</i>	<u>\$ 47,987.29</u>	<u>\$ 52,010.40</u>	<u>\$ 3,249,010.14</u>	<u>\$ 1,439,545.93</u>	<u>\$ 11,515,426.88</u>	<u>\$ 16,303,980.64</u>

Yield information (as of 06/30/23):

UMB invested in Colotrust - 5.2246%

**FITZSIMONS METRO DISTRICT NO. 3
PROPERTY TAX RECONCILIATION
2023**

	Property Tax	Delinquent Tax, Rebates and Abatements	Specific Ownership Tax	Interest	Treasurer's Fees	Due to/from County	Net Amount Received	% of Levied Property Tax Received		Property Tax Received	% of Levied Property Tax Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 449.74	\$ -	\$ -	\$ -	\$ 449.74	0.00%	0.00%	\$ 430.74	0.00%	0.00%
February	15,830.84	-	455.48	-	(237.46)	-	16,048.86	18.71%	18.71%	495.64	0.00%	0.00%
March	-	-	571.69	-	-	-	571.69	0.00%	18.71%	30,303.42	36.58%	36.58%
April	42,951.17	-	459.21	-	(644.27)	-	42,766.11	50.77%	69.48%	422.74	0.00%	36.58%
May	178.99	-	517.00	-	(2.68)	-	693.31	0.21%	69.69%	42,712.36	51.91%	88.50%
June	-	-	474.69	-	-	-	474.69	0.00%	69.69%	435.16	0.00%	88.50%
July	-	-	-	-	-	-	-	0.00%	69.69%	427.31	0.00%	88.50%
August	-	-	-	-	-	-	-	0.00%	69.69%	560.35	0.00%	88.50%
September	-	-	-	-	-	-	-	0.00%	69.69%	471.26	0.00%	88.50%
October	-	-	-	-	-	-	-	0.00%	69.69%	450.30	0.00%	88.50%
November	-	-	-	-	-	-	-	0.00%	69.69%	10,532.41	12.31%	100.80%
December	-	-	-	-	-	-	-	0.00%	69.69%	406.10	0.00%	100.80%
TOTAL	\$ 58,961.00	\$ -	\$ 2,927.81	\$ -	\$ (884.41)	\$ -	\$ 61,004.40	69.69%	69.69%	\$ 87,647.79	100.80%	100.80%

Mill Levy	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

AV: \$1,798,560

General Fund	10.00	\$ 18,392.00	21.74%	\$ 12,817.61	69.69%
General Fund - ARI	1.00	1,839.00	2.17%	1,281.76	69.70%
Debt Service Fund	35.00	64,372.00	76.09%	44,861.63	69.69%
		\$ 84,603.00	100.00%	\$ 58,961.00	69.69%

Specific Ownership Tax

General Fund	\$ 1,280.00	23.91%	\$ 700.13	54.70%
Debt Service Fund	4,073.00	76.09%	2,227.68	54.69%
	\$ 5,353.00	100.00%	\$ 2,927.81	54.70%

Treasurer's Fees

General Fund	\$ 303.00	23.88%	\$ 211.50	69.80%
Debt Service Fund	966.00	76.12%	672.91	69.66%
	\$ 1,269.00	100.00%	\$ 884.41	69.69%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 1 (District No. 1) and Fitzsimons Village Metropolitan District No. 2 (District No. 2). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,449,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be materials.

The District has no employees and all administrative functions are contracted.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Property Taxes – (continued)

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated using the current year's gross taxable assessed valuation.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

O&M Fee Pledge

Pursuant to the Fitzsimons Village Metropolitan District Nos. 1 – 3 Joint Operations and Maintenance Fee Resolution, an operations and maintenance fee is imposed on all applicable property located in all Districts' boundaries. For commercial property, the fee was initially set at a rate of \$0.01002 per square foot per month. For residential property, the fee was initially set at a rate of \$1.12 per residential unit per month. The fee rates shall increase on January 1 annually thereafter.

On August 13, 2014, Districts Nos. 1 – 3 amended the resolution to increase the fee rates starting in 2015. With the Phase 2 project (hotel, conference center, and parking structure) and future Phase 3 project, the Districts' operation and maintenance costs (benefitting the entire Fitzsimons Village) will increase, hence the need for the fee rate increase.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Transfer from Aurora Urban Renewal Authority (AURA) – ARI Property Taxes

Pursuant to the District's Service Plan, if it collects a debt service mill levy, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements, which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

Transfer from Aurora Urban Renewal Authority (AURA) – TIF Property Taxes

Pursuant to an intergovernmental agreement, the District anticipates receiving TIF property taxes from Aurora Urban Renewal Authority (AURA).

Aurora Urban Renewal Authority (AURA) Revenues

The District, the Developer and the Aurora Urban Renewal Authority (AURA) have entered into an agreement in which AURA will remit TIF Revenues (Pledged Lodger's Tax Revenues, Pledged Property Tax Revenues, Pledged Sales Tax Revenues and Pledged Use Tax Revenues) to the District to be used for the payment of principal and interest on the bonds issued for the construction of public improvements within the boundaries of District No. 2. The TIF Revenues are pledged to the 2021 Bonds issued by the District on December 28, 2021.

Transfer from District No. 1 – PIF

Pursuant to a Capital Pledge Agreement with Fitzsimons Village Metropolitan District No. 1, the District anticipates receiving certain revenues from District No. 1 that are pledged towards payment of the 2021 Bonds issued by the District on December 28, 2021.

Transfer from District No.1 – Taxes

Pursuant to certain agreements, District No. 1 remits to the District net tax revenues to cover its share of the operations and maintenance costs.

Transfer from District No. 2 - Taxes

Pursuant to a Capital Pledge Agreement with Fitzsimons Village Metropolitan District No. 2, the District anticipates receiving net tax revenues from District No. 2 towards payment of the 2021 Bonds issued by the District on December 28, 2021.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

General, Administrative, Operations and Maintenance Expenditures

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, membership dues, meeting and other administrative expenditures. Estimated operating expenditures related to landscaping, snow removal, and repairs and maintenance are included in the Special Revenue Fund budget.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Payment to ARTA – ARI Property Taxes

During 2023, revenues collected from AURA related to the ARI mill levy will be disbursed for the benefit of the Aurora Regional Improvement Authority, pursuant to the District's Service Plan.

Debt Service

Principal and interest payments are provided based on the debt amortization schedules from the Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds, Series 2021A-1 and the Taxable Parking/Limited General Obligation and Special Revenue Bonds, Series 2021A-2. See debt service schedules attached.

Debt and Leases

The District issued Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds, Series 2021A-1 (the "2021A-1 Bonds") and Taxable Parking/Limited Tax General Obligation and Special Revenue Bonds, Series 2021A-2 (the "2021A-2 Taxable Bonds" and, together with the 2021A-1 Bonds, the "Bonds") on December 28, 2021, in the par amounts of \$40,040,000 for the 2021A-1 Bonds and \$7,875,000 for the 2021A-2 Taxable Bonds.

Use of Proceeds

Proceeds from the sale of the 2021A-1 Bonds were used for the purposes of:

- (a) currently refunding District No. 1's Tax Increment/Public Improvement Fee Supported Junior Revenue Bonds, Series 2010B (the "2010B Bonds") and District No. 1's Refunding Tax Increment/Public Improvement Fee Supported Revenue Bonds, Series 2020 (the "2020 Bonds" and, together with the 2010B Bonds, the "Refunded Bonds");
- (b) financing public improvements, including a portion of the costs of a parking structure;
- (c) funding a portion of interest to accrue on the Series 2021A-1 Bonds;
- (d) funding the Reserve Fund; and
- (e) paying costs incurred in connection with the issuance of the 2021A-1 Bonds and the refunding of the Refunded Bonds.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3 2023
BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (continued)

Proceeds from the sale of the 2021A-2 Taxable Bonds were used for the purposes of:

- (a) financing public improvements, including a portion of the costs of a parking structure;
- (b) funding a portion of interest to accrue on the 2021A-2 Taxable Bonds;
- (c) funding the Taxable Reserve Fund; and
- (d) paying costs incurred in connection with the issuance of the 2021A-2 Taxable Bonds.

Bonds Details

The 2021A-1 Bonds and the 2021A-2 Taxable Bonds bear interest at rates ranging from 4.00% to 4.25%, and 7.00%, respectively, payable semiannually on June 1 and December 1, beginning on June 1, 2022, to the extent of available 2021A-1 Pledged Revenue with respect to the 2021A-1 Bonds and 2021A-2 Pledged Revenue with respect to the 2021A-2 Taxable Bonds. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2025 for the 2021A-1 Bonds and the 2021A-2 Taxable Bonds. The last maturity of the 2021A-1 Bonds is on December 1, 2055 and the 2021A-2 Taxable Bonds mature on December 1, 2041.

To the extent principal of any Bond is not paid when due, such principal shall remain outstanding until paid and is to continue to bear interest at the rate then borne by the Bond. To the extent interest on the Bonds is not paid when due, such interest shall compound on each June 1 and December 1, at the rate then borne by the Bonds.

Optional Redemption

The Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2026, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 1, 2026, to November 30, 2027	3.00%
December 1, 2027, to November 30, 2028	2.00
December 1, 2028, to November 30, 2029	1.00
December 1, 2029, and thereafter	0.00

Pledged Revenue

The Bonds are secured by and payable solely from the revenues pledged in accordance with the applicable Indenture. Both the 2021A-1 Pledged Revenue and the 2021A-2 Pledged Revenue include the Shared Pledged Revenue.

A portion of the 2021A-1 Pledged Revenue and the 2021A-2 Pledged Revenue consist of revenues of District No. 1 and District No. 2, which are pledged by such Districts to the District in accordance with Capital Pledge Agreements.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3 2023
BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (continued)

2021A-1 Pledged Revenue

The 2021A-1 Pledged Revenue (securing payment of the Series 2021A-1 Bonds) additionally includes the District No. 3 PIF Revenues, the District No. 2 Capital Fees and the District No. 3 Capital Fees.

2021A-2 Pledged Revenue

The 2021A-2 Pledged Revenue (securing payment of the Series 2021A-2 Taxable Bonds) additionally includes the Parking Fees of District No. 1, and the District No. 2 PIF Revenues.

Shared Pledged Revenue

The Shared Pledged Revenue includes the District No. 1 Shared Pledged Revenue and the District Nos. 2 and 3 Shared Pledged Revenue. Generally, Shared Pledged Revenue is anticipated to be applied to the payment of the Series 2021A-2 Taxable Bonds only in the event that Parking Fees and District No. 2 PIF Revenues on deposit with the Trustee as of May 15 and November 15 are not anticipated to be sufficient to pay debt service on the Series 2021A-2 Taxable Bonds when due on the succeeding June 1 and December 1, respectively.

Required Mill Levy

District No. 2 and the District have covenanted to levy the Required Mill Levy generally meaning an ad valorem mill levy imposed upon all taxable property of District No. 2 and the District each year in an amount which would generate Property Tax Revenues (including any payments in lieu of taxes relating to such Property Tax Revenues) in the succeeding calendar year equal to the sum of (a) with respect to the Series 2021A-1 Bonds an amount equal to the Annual Tax-Exempt Financing Costs, plus (b) with respect to the Series 2021A-2 Taxable Bonds, an amount equal to the Annual Net Taxable Financing Costs, but (i) not in excess of 50.000 mills (subject to adjustment), and (ii) for so long as the Tax-Exempt Surplus Fund and the Taxable Surplus Fund are required to be maintained and are not fully funded to the Tax-Exempt Maximum Surplus Amount or Taxable Maximum Surplus Amount, respectively, the Required Mill Levy is to be not less than 35.000 mills (subject to adjustment).

Mill levies to be imposed for debt service by District No. 2 and the District are subject to adjustment for changes in the method of calculating assessed valuation on or after January 1, 2022, at which time the residential assessment rate was 7.15%. Such mill levies may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Boards in good faith so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. The minimum and maximum mill levies at December 31, 2022 for collection in 2023 were 35.000 and 50.000 mills, respectively.

A portion of Property Tax Revenues resulting from imposition of the Required Mill Levy by District No. 2 and the District will, for a period of time, constitute tax increment revenues initially payable to AURA in accordance with the Urban Renewal Law. AURA has agreed to remit such incremental property tax revenues to District No. 1 or the District in accordance with the 2008 Public Finance Agreement.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (continued)

The following is an analysis of the District's long-term obligations through the year ended December 31, 2023:

	Balance at December 31, 2021	Additions*	Repayments*	Balance at December 31, 2022*	Additions*	Repayments*	Balance at December 31, 2023*
Limited Tax G.O. and Special Revenue Refunding and Improvement Bonds, Series 2021A-1	\$40,040,000	\$ -	\$ -	\$ 40,040,000	\$ -	\$ -	\$ 40,040,000
Taxable Parking/Limited Tax G.O. and Special Revenue Bonds, Series 2021A-2	7,875,000	-	-	7,875,000	-	-	7,875,000
Bond Premium - Series 2021A-1	41,770	-	1,666	40,104	-	1,801	38,303
Bond Discount - Series 2021A-2	(157,500)	9,887	-	(147,613)	10,689	-	(136,924)
Total Bonds Payable	47,799,270	9,887	1,666	47,807,491	10,689	1,801	47,816,379
Developer Advances - O&M	74,403	17,912	-	92,315	70,326	-	162,641
Developer Advances - O&M Interest	22,221	5,836	-	28,057	9,352	-	37,409
Total	\$47,895,894	\$ 33,635	\$ 1,666	\$ 47,927,863	\$ 90,367	\$ 1,801	\$ 48,016,429
* Estimate							

The District has no operating or capital leases.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserve. This reserve must be at least 3% of fiscal year spending.

This information is an integral part of the accompanying budget.

FITZSIMONS VILLAGE METRO DISTRICT NO. 3
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY

\$40,040,000

Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds

Series 2021A-1

Dated December 28, 2021

Principal Due December 1

4.00% - 4.25% Interest Payable June 1 and December 1

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ -	\$ 1,667,000	\$ 1,667,000
2024	-	1,667,000	1,667,000
2025	1,965,000	1,667,000	3,632,000
2026	1,815,000	1,588,400	3,403,400
2027	120,000	1,515,800	1,635,800
2028	430,000	1,511,000	1,941,000
2029	455,000	1,493,800	1,948,800
2030	515,000	1,475,600	1,990,600
2031	535,000	1,455,000	1,990,000
2032	595,000	1,433,600	2,028,600
2033	620,000	1,409,800	2,029,800
2034	685,000	1,385,000	2,070,000
2035	710,000	1,357,600	2,067,600
2036	780,000	1,329,200	2,109,200
2037	810,000	1,298,000	2,108,000
2038	885,000	1,265,600	2,150,600
2039	920,000	1,230,200	2,150,200
2040	1,000,000	1,193,400	2,193,400
2041	1,040,000	1,153,400	2,193,400
2042	1,125,000	1,111,800	2,236,800
2043	1,175,000	1,063,988	2,238,988
2044	1,270,000	1,014,050	2,284,050
2045	1,325,000	960,075	2,285,075
2046	1,425,000	903,763	2,328,763
2047	1,485,000	843,200	2,328,200
2048	1,595,000	780,088	2,375,088
2049	1,665,000	712,300	2,377,300
2050	1,780,000	641,538	2,421,538
2051	1,855,000	565,888	2,420,888
2052	1,985,000	487,050	2,472,050
2053	2,070,000	402,688	2,472,688
2054	2,205,000	314,713	2,519,713
2055	5,200,000	221,000	5,421,000
	<u>\$ 40,040,000</u>	<u>\$ 37,118,538</u>	<u>\$ 77,158,538</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

FITZSIMONS VILLAGE METRO DISTRICT NO. 3
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY

\$7,875,000

Taxable Parking/Limited General Obligation and Special Revenue Bonds

Series 2021A-2

Dated December 28, 2021

Principal Due December 1

7.00% Interest Payable June 1 and December 1

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ -	\$ 551,250	\$ 551,250
2024	-	551,250	551,250
2025	65,000	551,250	616,250
2026	180,000	546,700	726,700
2027	215,000	534,100	749,100
2028	250,000	519,050	769,050
2029	275,000	501,550	776,550
2030	305,000	482,300	787,300
2031	330,000	460,950	790,950
2032	365,000	437,850	802,850
2033	395,000	412,300	807,300
2034	435,000	384,650	819,650
2035	470,000	354,200	824,200
2036	510,000	321,300	831,300
2037	555,000	285,600	840,600
2038	605,000	246,750	851,750
2039	655,000	204,400	859,400
2040	710,000	158,550	868,550
2041	1,555,000	108,850	1,663,850
	<u>\$ 7,875,000</u>	<u>\$ 7,612,850</u>	<u>\$ 15,487,850</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Fitzsimons Village Metropolitan District No. 1**
 A Quasi-Municipal Corporation and Political Subdivision
 of the State of Colorado
 c/o Clifton Larsen Allen
 Development & Construction Manager:
 CPX Dev & Construction Mgmt
 Contract For: **Parking Garage at Fitzsimons 500**

Project: **Fitzsimons 500 Parking Garage**

Application Number: 14
 Application Date: 07/27/23
 Progress From: 07/01/23
 Progress To: 07/31/23
 Project Number: 22-x1006-001
 Contract Date: 7/5/2022

CONTRACT SUMMARY:

1. Original Contract Amount.....	\$	16,743,884.00
2. Change Orders approved to date.....	\$	-
3. Revised contract amount to date.....	\$	16,743,884.00

STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values).....	\$	8,354,571.00
5. Less _____ retained.....	\$	360,450.12
6. Total earned less retained amount.....	\$	7,994,120.88
7. Total amount previously approved (total from column D less retainage).....	\$	6,125,809.75
8. Current Amount Due	\$	1,868,311.13
9. Balance to Finish (includes Retainage).....	\$	8,389,313.00

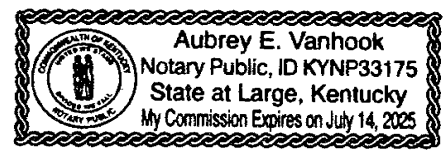
Change Order Summary			
Change No.	Date	Additions	Subtractions
Previous Totals			
Net Changes by Change Order			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment herein is now due.

CONTRACTOR:
 By: *Thomas Banta*
 Thomas Banta, Chief Real Estate Officer

Date: 7/27/23

State of: Kentucky
 County of: Kenton
 Subscribed and sworn to before me this 27 day of July, 2023.
 Notary Public: *Aubrey E. Vanhook*
 My Commission expires: July 14, 2025



CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

Fitzsimons 500 Parking Garage

APPLICATION NO: 14
 APPLICATION DATE: 7/27/2023
 PERIOD TO: 7/31/2023
 ARCHITECTS' PROJECT NO:

OWNER

ITEM NO.	DESCRIPTION OF WORK	Original SCHEDULED VALUE	TOTAL PRIOR ADJUSTMENTS	ADJUSTMENTS THIS PERIOD	Current/REVISED SCHEDULE OF VALUES	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
						G						
1	Building Construction											
	Concrete	9,425,446.00		-	9,425,446.00	4,642,745.23	1,041,727.83		5,684,473.06	60%	3,740,972.94	284,223.65
	Masonry	139,506.00		-	139,506.00		15,166.25		15,166.25	11%	124,339.75	758.31
	Metals	609,282.00		-	609,282.00		140,897.00		140,897.00	23%	468,385.00	7,044.85
	Woods, Plastics & Composites	5,075.00		-	5,075.00				-	0%	5,075.00	0.00
	Thermal & Moisture Protection	212,136.00		-	212,136.00	19,252.00			19,252.00	9%	192,884.00	962.60
	Openings, Glass & Glazing	65,239.00		-	65,239.00		9,731.00		9,731.00	15%	55,508.00	486.55
	Finishes	254,559.00		-	254,559.00				-	0%	254,559.00	0.00
	Specialties	22,919.00		-	22,919.00				-	0%	22,919.00	0.00
	Equipment	60,900.00		-	60,900.00				-	0%	60,900.00	0.00
	Furnishings	65,000.00		-	65,000.00				-	0%	65,000.00	0.00
	Conveying Systems	214,338.00		-	214,338.00	112,995.00			112,995.00	53%	101,343.00	5,649.75
	Fire Suppression	55,703.00		-	55,703.00	12,465.00			12,465.00	22%	43,238.00	623.25
	Plumbing	421,770.00	(75000.00)	-	346,770.00	136,790.40	9,600.00		146,390.40	42%	200,379.60	7,319.52
	HVAC	16,331.00	75,000.00	-	91,331.00	12,240.60			12,240.60	13%	79,090.40	612.03
	Electrical	1,040,313.00		-	1,040,313.00	193,233.00	396,059.00		589,292.00	57%	451,021.00	29,464.60
	Electronic Safety & Security	50,000.00		-	50,000.00				-	0%	50,000.00	0.00
	Earthwork	435,886.00		-	435,886.00	405,912.62	33,501.00		439,413.62	101%	-3,527.62	21,970.68
	Exterior Improvements	184,147.00		-	184,147.00				-	0%	184,147.00	0.00
	Site Utilities	203,468.00		-	203,468.00	26,686.38			26,686.38	13%	176,781.62	1,334.32
	General Contractor's General Requirements	583,395.00		-	583,395.00	106,417.16	101,565.07		207,982.23	36%	375,412.77	
	General Contractor's General Conditions	641,026.00		-	641,026.00	209,090.56	41,621.64		250,712.20	39%	390,313.80	
	General Contractor's Contingency	416,877.00		-	416,877.00				-	0%	416,877.00	
	General Contractor's Insurance	164,541.00		-	164,541.00	133,657.00	42,202.04		175,859.04	107%	-11,318.04	
	General Contractor's Fee	521,739.00		-	521,739.00	120,494.69	63,082.72		183,577.41	35%	338,161.59	
	Corporex Staffing & Fee (3%)	474,288.00		-	474,288.00	181,178.02	55,491.69		236,669.71	49.9%	237,618.29	0.00
2	Architectural & Engineering											
	Civil Engineering	85,000.00	(6,550.00)	-	78,450.00	33,354.70			33,354.70	43%	45,095.30	0.00
	Permit	250,000.00	(21,767.50)	-	228,232.50	15,470.80			15,470.80	7%	212,761.70	0.00
	Testing	125,000.00		-	125,000.00	18,970.10			18,970.10	15%	106,029.90	0.00
	Geotechnical		10,000.00	-	10,000.00	4655.00			4,655.00	47%	5,345.00	0.00
	Architectural		18,317.50	-	18,317.50	18317.50			18,317.50	100%	0.00	0.00
		16,743,884.00	-	-	16,743,884.00	6,403,925.76	1,950,645.24	-	8,354,571.00	49.9%	8,389,313.00	360,450.12

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Conditional Waiver and Release on Progress Payment

Project: Fitzsimons Parking Garage

Job No.: 22-xl006-001

On receipt by the undersigned of a check from Fitzsimons Metropolitan District No. 1 in the sum of \$1,868,311.13 payable to Corporex Development & Construction Management, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, and private bond right, and claim for payment and rights under similar ordinance, rule or statute related to claims or payment rights for person in the undersigned's position that the undersigned has on the job of Fitzsimons Garage located at Aurora, CO to the following extent. This release covers the payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to Fitzsimons Metropolitan District No. 1 (person with whom undersigned contracted), as of 07/31/2023 except for disputed claims in the amount of \$0.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: July 27 2023

Corporex Development & Construction Management, LLC
(Company Name)

By: [Signature]

Thomas Banta, Chief Real Estate Officer

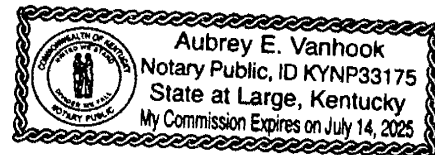
STATE OF Kentucky)

)SS:

COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 27 day of July, 2023 by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

[Signature]
Notary Public



Invoice Register

Payee
 McClone Construction
 Company
 5170 Hillside Circle, Suite
 B, El Dorado Hills, CA
 95762
 Phone: 9163585495

Batch Id	19051
Control	68666
Invoice Number	MCCLONE_500_A PP 13
Invoice Date	07/21/2023
Due Date	08/20/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	07/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
7/2023	989641.44	52086.39		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
mcclone0001	22-xl006-001	id001	1041727.83	52086.39	03001000	57010000	Cost of Sales		
Workflow Approval									
Workflow									
JobCost				Step			Status	Approved By	Approval Notes
				Scan & Code			Completed	kmcqueen@corporex.com	
JobCost				Project Manager			Completed	ssapp@corporex.com	07/21/2023 08:28:36
JobCost				VP Construction			Completed	tbanta@corporex.com	07/21/2023 08:30:17
JobCost				Managing Dir2			Completed	nheekin@corporex.com	07/26/2023 08:13:52
JobCost				APPROVED			Completed	nheekin@corporex.com	07/26/2023 10:56:02

6107 11-1-2023

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **Corporex Colorado** PROJECT: **Fitz 500 Garage**
100 E RiverCenter Boulevard, Ste 1100
Covington, Kentucky 41011

FROM: **McClone Construction Company**
5170 Hillsdale Circle, Suite B
El Dorado Hills, CA 95762

APPLICATION NO: **13**

PERIOD TO: **7/31/2023**
 MCCLONE PROJECT NO: **1201**
 CLIENT PROJECT NO:
 DATE: **Jul 20, 23**

Distribution to:

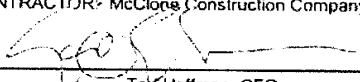
<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR- McClone Construction Company

By:  Date: 7/20/2023
 Ted Hoffman, CFO

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM.....	\$ 9,057,000.00
2 Net Change by Change Orders.....	\$ 0.00
3 CONTRACT SUM TO DATE (line 1+2).....	\$ 9,057,000.00
4 TOTAL COMPLETED & STORED TO DATE.....	\$ 5,684,473.06
(Column G on G703)	
5 RETAINAGE:	
a. 0.05 of Completed Work	\$ 284,223.65
(Column D+E on G703)	
b. 0.05 of Stored Material	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ 284,223.65
6 TOTAL EARNED LESS RETAINAGE.....	\$ 5,400,249.41
(Line 4 less Line 5 Total)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 4,410,607.97
8 CURRENT PAYMENT DUE.....	\$ 989,641.44
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 3,656,750.59
(Line 3 less Line 6)	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Owner or Contractor under this Contract.

McCLONE | SCHEDULE OF VALUES
ESTABLISHED 1975

Application No: 13
 Application Date: Jul 20, 23
 Period To: Jul 31, 23

Project Name: **Fitz 500 Garage**

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED	%	BALANCE TO FINISH	RETAINAGE %
		PREVIOUS APPLICATION	STORED THIS PERIOD	COMPLETED THIS PERIOD				
PROJECT START-UP								
1 Design - Structural and Architectural Drawings	362,250.00	326,025.00	0.00	0.00	326,025.00	90%	36,225.00	16,301.25
2 Office / Tool Shed	76,984.50	35,412.87	0.00	0.00	6,928.61	55%	42,341.48	2,117.04
3 MCC Shop Drawings / Engineering	183,140.00	173,894.10	0.00	0.00	3,622.80	98%	3,622.80	8,875.86
4 Equipment / Tools	217,400.00	97,830.00	0.00	0.00	21,740.00	55%	119,570.00	5,978.50
5 Freight	51,251.90	63,525.80	0.00	0.00	15,175.19	52%	78,650.59	3,937.55
MATERIALS								
6 Columns	68,970.00	68,970.00	0.00	0.00	68,970.00	100%	0.00	3,448.50
7 Walls	54,443.04	54,443.04	0.00	0.00	54,443.04	100%	0.00	2,722.15
8 Beams	241,952.96	222,596.77	0.00	0.00	222,596.77	92%	19,356.24	11,179.84
9 Tables	235,007.07	223,256.67	0.00	0.00	223,256.67	95%	11,750.35	11,162.83
10 Shoring / Reshore	63,326.10	26,063.92	0.00	0.00	10,765.44	55%	34,879.36	1,741.47
FABRICATION								
11 Columns	100,563.00	100,563.00	0.00	0.00	100,563.00	100%	0.00	5,028.25
12 Capitals	72,310.00	65,079.00	0.00	0.00	1,615.50	95%	6,894.50	3,434.73
13 Walls	106,066.00	95,439.40	0.00	0.00	5,303.30	95%	5,303.30	5,038.14
14 Beams	250,076.00	225,068.40	0.00	0.00	225,068.40	90%	25,007.60	11,253.42
15 Tables	234,412.00	210,970.80	0.00	0.00	210,970.80	90%	23,441.20	10,548.54
16 Shoring / Reshore	33,333.00	14,939.85	0.00	0.00	3,333.30	55%	14,999.85	916.66
FOUNDATION								
17 Rammed Aggregate Piers	259,000.00	259,000.00	0.00	0.00	259,000.00	100%	0.00	12,950.00
18 Footings	393,510.16	393,510.16	0.00	0.00	393,510.16	100%	0.00	19,675.51
19 Columns	197,888.03	197,888.03	0.00	0.00	197,888.03	100%	0.00	9,894.40
20 Walls	238,756.76	226,820.82	0.00	0.00	2,287.59	96%	9,550.35	11,460.47
21 Slab On Grade	386,265.93	370,815.29	0.00	0.00	370,815.29	96%	15,450.64	18,540.76
LEVEL 2								
22 Beam and Slab	602,179.65	572,070.67	0.00	0.00	24,087.18	99%	5,821.80	29,807.89
23 Columns	71,094.10	71,094.10	0.00	0.00	71,094.10	100%	0.00	3,554.71
24 Walls	165,810.53	91,195.79	0.00	0.00	24,614.74	100%	0.00	6,290.53
LEVEL 3								
25 Beam and Slab	582,462.66	419,373.12	0.00	0.00	157,264.91	99%	5,824.63	28,831.90
26 Columns	67,651.25	23,003.39	0.00	0.00	44,649.76	100%	0.00	3,382.56
27 Walls	158,169.93	15,816.99	0.00	0.00	147,352.94	100%	0.00	7,908.50
LEVEL 4								
28 Beam and Slab	577,591.99	0.00	0.00	0.00	427,418.07	74%	150,173.92	23,370.90
29 Columns	64,329.08	0.00	0.00	0.00	42,457.19	66%	21,871.89	2,122.86
30 Walls	150,289.60	0.00	0.00	0.00	45,086.88	30%	105,202.72	2,254.34
LEVEL 5								
31 Beam and Slab	548,721.37	0.00	0.00	0.00	10,924.43	2%	537,746.89	548.72
32 Columns	61,007.01	0.00	0.00	0.00	0.00	0%	61,007.01	0.00
33 Walls	142,409.77	0.00	0.00	0.00	0.00	0%	142,409.77	0.00
LEVEL 6								
34 Beam and Slab	518,850.64	0.00	0.00	0.00	0.00	0%	518,850.64	0.00
35 Columns	57,684.94	0.00	0.00	0.00	0.00	0%	57,684.94	0.00
36 Walls	134,528.93	0.00	0.00	0.00	0.00	0%	134,528.93	0.00
LEVEL 7								
37 Beam and Slab	493,972.49	0.00	0.00	0.00	0.00	0%	493,972.49	0.00
38 Columns	52,466.92	0.00	0.00	0.00	0.00	0%	52,466.92	0.00
39 Walls	127,266.84	0.00	0.00	0.00	0.00	0%	127,266.84	0.00
LEVEL 8								
40 Beam and Slab	401,897.36	0.00	0.00	0.00	0.00	0%	401,897.36	0.00
41 Columns	33,088.25	0.00	0.00	0.00	0.00	0%	33,088.25	0.00
42 Walls	120,618.94	0.00	0.00	0.00	0.00	0%	120,618.94	0.00
SUBCONTRACT CHANGE ORDERS								
43 C.O 1	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
44 C.O 2	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
45 C.O 3	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
TOTAL	59,057,000.00	54,642,745.23	50.00	51,041,727.83	55,684,473.06	63%	3,372,526.94	284,223.65

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant:	<u>McClone Construction Company</u>
Name of Customer:	<u>Corporex Colorado</u>
Job Location:	<u>13500 E. Colfax Avenue</u>
Owner:	<u>Corporex Colorado</u>
Through Date:	<u>7/31/2023</u>

Conditional Waiver and Release:

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or materials delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:	<u>Corporex Colorado</u>
Amount of Check:	<u>\$989,641.44</u>
Check Payable to:	<u>McClone Construction Company</u>

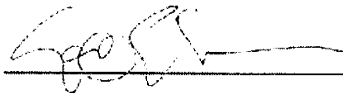
Exceptions:

This document does not affect any of the following:

- 1 Retentions
- 2 Extras for which the claimant has not received payment.
- 3 The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:	<u>N/A</u>
Amount(s) of unpaid progress payment(s):	<u>\$0.00</u>
- 4 Contract rights, including (A) a right based on rescission, abandonment, or breach of contract; and (B) the right to recover compensation for work not compensated by the payment.

Signature:

Claimant's Signature:	<u></u>
Claimant's Title:	<u>Ted Hoffman, CFO</u>
Date of Signature:	<u>7/20/2023</u>

Invoice Register

Payee
 Turner Construction
 Company
 1401 Zuni St, Suite 301,
 Denver, CO 80204
 Phone: 3037539600

Batch Id	18811
Control	67361
Invoice Number	FitzGarage App9
Invoice Date	06/27/2023
Due Date	07/26/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	07/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
6/2023	474686.85	16452.60		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
turner0001	22-xl006-001	id001	85236.11	0.00	01001000	57010000	Cost of Sales		Project requirements
turner0001	22-xl006-001	id001	100348.80	5017.45	05001000	57010000	Cost of Sales		steel
turner0001	22-xl006-001	id001	725.00	36.25	08001000	57010000	Cost of Sales		doors/frames/hdwe/glass & glazing
turner0001	22-xl006-001	id001	219000.00	10950.00	26001000	57010000	Cost of Sales		electrical
turner0001	22-xl006-001	id001	8978.00	448.90	31001000	57010000	Cost of Sales		erosion control/gen earthwork
turner0001	22-xl006-001	id001	41621.64	0.00	01001000	57010000	Cost of Sales		General Cond/Preconstruction
turner0001	22-xl006-001	id001	580.40	0.00	01001000	57010000	Cost of Sales		Insurances
turner0001	22-xl006-001	id001	34649.50	0.00	50503500	57010000	Cost of Sales		Fee

Workflow Approval							
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time	
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		06/27/2023	08:46:17	
JobCost	Project Manager	Completed	ssapp@corporex.com		06/27/2023	08:48:00	
JobCost	VP Construction	Completed	tbanta@corporex.com	approved	06/28/2023	13:43:13	
JobCost	Managing Dir2	Completed	nheekin@corporex.com		07/03/2023	09:46:02	
JobCost	APPROVED	Completed	nheekin@corporex.com		07/05/2023	08:02:11	

Turner

1401 Zuni St. Suite 301
Denver CO 80204

June 23, 2023

Project Name: Corporex - Fitzsimons 500 Parking Garage
TCCO Project Number: 220552

APPLICATION # : 9

Enclosed is our application for payment number 9 in the amount of \$ 474,686.85 for work completed in conjunction with the above referenced project for the period 6/30/2023

Please remit ACH payment to the following:

Bank Name: BMO Harris
Account: Turner Construction Company
Account No.: 4233854
ABA No.: 071000288
Reference: 220552

If an electronic transfer is not possible, please send a check to the following address:

Turner Construction
1401 Zuni Street Suite 301
Denver, CO 80204

Should you have any questions regarding this billing, please do not hesitate to contact me.

Very truly yours,

*FRAUD PREVENTION NOTICE: Turner will never inform you of changes to payment instructions through email. Payment details will only be changed when initiated by an executed change order, approval letter or a bi-lateral agreement/document sent by regular mail executed by the individuals who signed the contract.

Additionally please follow up with a phone call to the General Manager of Turner prior to making any change.*

Application and Certificate for Payment

<p>TO (OWNER): Corporex, LLC 100 East Rivercenter Boulevard Covington KY 41001</p> <p>FROM (CONTRACTOR): Turner Construction Company 1401 Zuni St., Ste 301 Denver CO 80204</p> <p>CONTRACT FOR: Corporex, LLC</p> <p>INV DESCRIPTION:</p>	<p>Project: Corporex - Fitzsimons 500 Parking G 13500 E Colfax Avenue Aurora CO 80011</p> <p>VIA (CM/Owner's Rep.):</p> <p>VIA (ARCHITECT):</p>	<p>APPLICATION NO: 8 (Pymt ref: 91233191)</p> <p>APPLICATION DATE: 06/23/2023</p> <p>PERIOD TO: 06/30/2023</p> <p>PROJECT NO: 220552</p> <p>CONTRACT DATE:</p> <p>OWNERS REFERENCE NO:</p>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM TO DATE	\$ 6,630,187.00
2. Net change by Change Orders	\$ 243,600.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 6,873,787.70
4. TOTAL COMPLETED & STORED TO DATE (Column J on Continuation Sheet)	\$ 1,980,373.86
5. RETAINAGE:	
a. 3.112 % of Completed Work \$	61,631.54
(Column G+H on Continuation Sheet)	
b. 0.000 % of Stored Material \$	0.00
(Column I on Continuation Sheet)	
Total Retainage	\$ 61,631.54
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,918,742.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,444,055.47
8. APPLICABLE TAXES OUTSIDE OF CONTRACT CURRENT APPLICATION	\$ 0.00
9. CURRENT PAYMENT DUE	\$ 474,686.85
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 4,955,045.38

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been performed or completed in accordance with the Contract Documents, that the Contractor has paid or will pay subcontractors amounts due in accordance with the subcontract terms and conditions for Work for which previous Applications for Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

CONTRACTOR: Turner Construction Co.

By: Brandon Valdez Date: 6/23/2023
 Name: Brandon Valdez Title: Project Executive

State of: Colorado County of: Denver

Subscribed and sworn before me this 23rd day of June 2023

Notary Public: [Signature] Expires: 11/3/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 474,686.85

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges approved in		
Previous months by Owner	182,957.51	0.00
Total approved this Month	60,643.19	0.00
Totals	243,600.70	0.00
NET CHANGES by Change Order		243,600.70

Architect:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor Named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

KYLE RUBIN
NOTARY PUBLIC
STATE OF COLORADO
 NOTARY ID 20214043279
 MY COMMISSION EXPIRES NOV 3, 2025

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 8 (Pymt ref: 91233191)

APPLICATION DATE: 06/23/2023

Use Column L on Contracts where variable retainage for line items may apply.

PERIOD TO: 06/30/2023

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G H WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL COMPLETED AND STORED TO DATE (G+H+I)		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED (J/F)	% (J/F)		
1	Tools & Supplies	13,860.00	0.00	0.00	13,860.00	818.76	967.12	0.00	1,785.88	12.89	12,074.12	0.00
2	Temp Roads	68,000.00	0.00	0.00	68,000.00	0.00	0.00	0.00	0.00	0.00	68,000.00	0.00
3	Street Closure	24,500.00	0.00	0.00	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00	0.00
4	Site Logistics	309,600.00	0.00	0.00	309,600.00	15,786.00	21,420.00	0.00	37,206.00	12.02	272,394.00	0.00
5	Temp Stair Towers	58,050.00	0.00	0.00	58,050.00	0.00	0.00	0.00	0.00	0.00	58,050.00	0.00
6	Temp Power	31,000.00	0.00	0.00	31,000.00	293.05	0.00	0.00	293.05	0.95	30,706.95	0.00
8	Temp Water	10,500.00	0.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
9	Rubbish Removal	16,332.00	0.00	0.00	16,332.00	700.00	1,400.00	0.00	2,100.00	12.86	14,232.00	0.00
10	Erosion Control	10,000.00	0.00	0.00	10,000.00	0.00	2,902.75	0.00	2,902.75	29.03	7,097.25	0.00
11	Final Cleaning	55,273.00	0.00	0.00	55,273.00	0.00	0.00	0.00	0.00	0.00	55,273.00	0.00
12	Protection & Safety	8,000.00	0.00	0.00	8,000.00	2,760.81	505.87	0.00	3,266.68	40.83	4,733.32	0.00
13	Barricades/Temp Fence	33,000.00	0.00	0.00	33,000.00	2,525.54	0.00	0.00	2,525.54	7.65	30,474.46	0.00
16	Permits	4,500.00	58,040.37	0.00	62,540.37	4,500.00	58,040.37	0.00	62,540.37	100.00	0.00	0.00
21	Survey	14,000.00	0.00	0.00	14,000.00	3,210.00	0.00	0.00	3,210.00	22.93	10,790.00	0.00
	General Requirements	656,615.00	58,040.37	0.00	714,655.37	30,594.16	85,236.11	0.00	115,830.27	16.21	598,825.10	0.00
23	Concrete Supplementation	81,215.00	0.00	(10,853.00)	70,362.00	0.00	0.00	0.00	0.00	0.00	70,362.00	0.00
24	Unit Masonry	144,284.00	0.00	0.00	144,284.00	0.00	0.00	0.00	0.00	0.00	144,284.00	0.00
25	Structural Steel	798,258.00	0.00	0.00	798,258.00	0.00	100,348.80	0.00	100,348.80	12.57	697,909.20	5,017.44
28	Rough Carpentry	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
29	Waterproofing/Damproofing	20,732.00	0.00	0.00	20,732.00	19,252.00	0.00	0.00	19,252.00	92.86	1,480.00	962.60
30	Traffic Coating	10,705.00	0.00	0.00	10,705.00	0.00	0.00	0.00	0.00	0.00	10,705.00	0.00
31	PVC Roofing	32,523.00	0.00	0.00	32,523.00	0.00	0.00	0.00	0.00	0.00	32,523.00	0.00
32	Expansion Joints	99,767.00	0.00	0.00	99,767.00	0.00	0.00	0.00	0.00	0.00	99,767.00	0.00
33	Fireslopping	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
34	Doors, Frames and Hardware - Install	2,580.00	0.00	0.00	2,580.00	0.00	0.00	0.00	0.00	0.00	2,580.00	0.00
36	Doors, Frames and Hardware - Supply	9,669.00	0.00	0.00	9,669.00	0.00	725.00	0.00	725.00	7.50	8,944.00	36.25
37	Glazing	27,528.00	0.00	0.00	27,528.00	0.00	0.00	0.00	0.00	0.00	27,528.00	0.00
	PAGE TOTAL	1,893,876.00	58,040.37	(10,853.00)	1,941,063.37	49,846.16	186,309.91	0.00	236,156.07	12.17	1,704,907.30	6,016.29

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 8 (Pymt ref: 91233191)

APPLICATION DATE: 06/23/2023

Use Column L on Contracts where variable retainage for line items may apply.

PERIOD TO: 06/30/2023

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL COMPLETED AND STORED TO DATE (G+H+I)		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		%	(J/F)		
38	Elevator Flooring	3,200.00	0.00	0.00	3,200.00	0.00	0.00	0.00	0.00	0.00	3,200.00	0.00
39	Painting and Coating	147,000.00	0.00	0.00	147,000.00	0.00	0.00	0.00	0.00	0.00	147,000.00	0.00
40	Striping Painting	28,742.00	0.00	0.00	28,742.00	0.00	0.00	0.00	0.00	0.00	28,742.00	0.00
41	Signage	49,004.00	0.00	0.00	49,004.00	0.00	0.00	0.00	0.00	0.00	49,004.00	0.00
42	Fire Extinguisher Cabinets	35,375.00	0.00	0.00	35,375.00	0.00	0.00	0.00	0.00	0.00	35,375.00	0.00
43	Bike Racks	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
44	Parking Control Equipment	60,000.00	0.00	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
45	Conveying Equipment	205,247.00	0.00	10,853.00	216,100.00	112,995.00	0.00	0.00	112,995.00	52.29	103,105.00	5,649.75
46	Fire Suppression	54,880.00	0.00	0.00	54,880.00	12,465.00	0.00	0.00	12,465.00	22.71	42,415.00	623.25
47	Plumbing & HVAC	346,655.00	0.00	0.00	346,655.00	148,768.00	0.00	0.00	148,768.00	42.92	197,887.00	7,438.40
48	Electrical	1,017,460.00	0.00	0.00	1,017,460.00	193,000.00	219,000.00	0.00	412,000.00	40.49	605,460.00	19,825.00
49	Earthwork	722,785.00	197,717.51	0.00	920,502.51	432,599.00	8,978.00	0.00	441,577.00	47.97	478,925.51	22,078.85
50	Site Concrete	245,759.00	0.00	0.00	245,759.00	0.00	0.00	0.00	0.00	0.00	245,759.00	0.00
51	Asphalt Paving	3,600.00	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	3,600.00	0.00
52	Landscaping	46,434.00	0.00	0.00	46,434.00	0.00	0.00	0.00	0.00	0.00	46,434.00	0.00
	Direct Work	4,213,402.00	197,717.51	0.00	4,411,119.51	919,079.00	329,051.80	0.00	1,248,130.80	28.30	3,162,988.71	61,631.54
53	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00
	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00
54	General Conditions	585,503.00	0.00	0.00	585,503.00	208,708.20	41,621.64	0.00	250,329.84	42.75	335,173.16	0.00
	General Conditions	585,503.00	0.00	0.00	585,503.00	208,708.20	41,621.64	0.00	250,329.84	42.75	335,173.16	0.00
55	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00
	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00
56	GL	66,307.00	734.71	0.00	67,041.71	66,461.31	580.40	0.00	67,041.71	100.00	0.00	0.00
59	Subguard	68,146.00	228.05	0.00	68,374.05	68,374.05	0.00	0.00	68,374.05	100.00	0.00	0.00
	Insurance	134,453.00	962.76	0.00	135,415.76	134,835.36	580.40	0.00	135,415.76	100.00	0.00	0.00
61	Fee	535,948.00	2,560.11	0.00	538,508.11	120,494.69	34,649.50	0.00	155,144.19	28.81	383,363.92	0.00
	Fee	535,948.00	2,560.11	0.00	538,508.11	120,494.69	34,649.50	0.00	155,144.19	28.81	383,363.92	0.00
	PAGE TOTAL	4,736,311.00	185,560.33	10,853.00	4,932,724.33	1,439,388.25	304,829.54	0.00	1,744,217.79	28.81	3,188,506.54	55,615.25

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 8 (Pymt ref: 91233191)

APPLICATION DATE: 06/23/2023

Use Column L on Contracts where variable retainage for line items may apply.

PERIOD TO: 06/30/2023

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN 'G' OR 'H')	J TOTAL COMPLETED AND STORED TO DATE (G+H+I)		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		% (J/F)			
	Construction	6,630,187.00	243,600.70	0.00	6,873,787.70	1,489,234.41	491,139.45	0.00	1,980,373.86	28.81	4,893,413.84	61,631.54
	TOTAL CONTRACT	6,630,187.00	243,600.70	0.00	6,873,787.70	1,489,234.41	491,139.45	0.00	1,980,373.86	28.81	4,893,413.84	61,631.54
	APPLICABLE TAXES OUTSIDE OF CONTRACT					0.00	0.00		0.00			

WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage
13500 E Colfax Avenue
Aurora, CO 80011

OWNER: Corporex, LLC
100 East Rivercenter Blvd
Covington, KY 41001

TCCo Job Number: 220552

WHEREAS THE UNDERSIGNED Contractor, Subcontractor, Supplier, Architect or Engineer, or _____
has provided labor, services, materials or equipment, for the above project, under agreement with:

Corporex, LLC

in its capacity as Owner or Owner's agent, Contractor, Subcontractor, Architect or Engineer

Section A: (check and initial only one of the following)

^{Initial}
PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or
equipment provided in the amount of: four hundred seventy four thousand six hundred eighty six and 85/100 dollars
covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)

DATE	PAY REQUEST or INVOICE NUMBER	AMOUNT
6/23/2023	9	\$474,686.85

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: June 30, 2023

^{Initial}
FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or
equipment provided in the amount of: _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against
the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent
of payment received, as indicated above and as limited below:

Section B: (check and initial only one of the following)

^{Initial}
CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked
"paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay
request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$1,444,055.47
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

^{Initial}
UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

State of: Colorado)
County of: Denver)SS

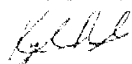
COMPANY NAME: Turner Construction

Subscribed and sworn to before me this
23rd day of June 2023

ADDRESS: 1401 Zuni St Suite 301
Denver, CO 80204

NOTARY PUBLIC:

SIGNED: ^{DocuSigned by}
Brandon Valdez
E:00F63E197F4402
TITLE: Project Executive

SIGNED: 
My Commission Expires: 11/3/2025

KYLE RUBIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043279
MY COMMISSION EXPIRES NOV 3, 2025

STATEMENT SHEET									
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached						APPLICATION NO: .			
						APPLICATION DATE: 06/22/2023			
						PERIOD TO: 06/30/2023			
						ARCHITECT'S PROJECT NO:			
A	B	C	D		E	F	G	H	I
ITEM NO	SOV ITEM DESCRIPTION /VENDOR NAME	DESCRIPTION OF WORK	VENDOR		HOURLY QTY	S U	HOURLY RATE	GROSS INVOICE	
			VENDOR DDC NO	VENDOR DDC DATE					
1.00	Tools & Supplies								
1.01	United Supply & Sales Co.	Tools & Supplies	245007	5/24/2023				88.19	
1.02	United Supply & Sales Co.	Tools & Supplies	244920	5/22/2023				622.17	
1.03	United Supply & Sales Co.	Tools & Supplies	245629	6/9/2023				256.76	
								Tools & Supplies Total: 967.12	
4.00	Site Logistics								
4.01	Site Logistics Labor	LABOR TRADE REGULAR .5 PREMIUM			45 H		36.00	1,620.00	
4.02	Site Logistics Labor	LABOR TRADE REGULAR 1.0			275 H		72.00	19,800.00	
								Site Logistics Total: 21,420.00	
9.00	Rubbish Removal								
9.01	Hillen Hauling, LLC	Rubbish Removal	76114	5/12/2023				350.00	
9.02	Hillen Hauling, LLC	Rubbish Removal	77082	5/31/2023				350.00	
9.03	Hillen Hauling, LLC	Rubbish Removal	78385	6/16/2023				350.00	
9.04	Hillen Hauling, LLC	Rubbish Removal	78101	6/9/2023				350.00	
								Rubbish Removal Total: 1,400.00	
10.00	Erosion Control								
10.01	United Supply & Sales Co.	Erosion Control	245495	6/7/2023				2,689.58	
10.02	United Supply & Sales Co.	Erosion Control	245496	6/7/2023				213.17	
								Erosion Control Total: 2,902.75	
12.00	Protection & Safety								
12.01	United Supply & Sales Co.	Protection & Safety	245561	6/8/2023				48.60	
12.02	Industrial Medical Support, In	Protection & Safety	19347	4/14/2023				457.27	
								Protection & Safety Total: 505.87	
16.00	Permits								
16.01	Expense Report	Permits	T PAULSEN	4/6/2023				2,382.80	
16.02	City Of Aurora	Permits	1647976	3/21/2023				54,190.32	
16.03	Expense Report	Permits	B L VALDEZ	10/14/2022				208.25	
16.04	City Of Aurora	Permits	Q111722	11/17/2022				1,259.00	
								Permits Total: 58,040.37	
25.00	Structural Steel								
25.01	Drake Williams Steel, Inc.	Structural Steel Framing	07-4700178343	6/30/2023				100,348.80	
								Structural Steel Total: 100,348.80	
36.00	Doors, Frames and Hardware - Supply								
36.01	Colorado Doorways, Inc.	Doors, Frames and Hardware - Supply	07-4700180606	6/30/2023				725.00	
								Doors, Frames and Hardware - Supply Total: 725.00	
48.00	Electrical								
48.01	Tower Electric, Inc.	Electrical	07-4700175508	6/30/2023				219,000.00	
								Electrical Total: 219,000.00	
49.00	Earthwork								
49.01	RME Ltd., LLC dba Elite Surfac	Earthwork	07-4700174945	6/30/2023				6,878.00	
49.02	RME Ltd., LLC dba Elite Surfac	Utilities	07-4700174945	6/30/2023				2,100.00	
								Earthwork Total: 8,978.00	
54.00	General Conditions								
54.01	Equal Monthly Installment	General Conditions	111050	6/2/2023				41,621.64	
								General Conditions Total: 41,621.64	
56.00	GL								
56.01	GL	Insurance						580.40	
								GL Total: 580.40	
61.00	Fee								

DocuSign Envelope ID: D674FCC9-928D-479F-951E-3C1FC9669423

A	B	C	D	E	F	G	H	I
ITEM NO	SOV ITEM DESCRIPTION /VENDOR NAME	DESCRIPTION OF WORK	VENDOR		HOURLY QTY	S U	HOURLY RATE	GROSS INVOICE
			VENDOR DOC NO	VENDOR DOC DATE				
61.01	Fee	Fee						34,649.50
							Fee Total:	34,649.50
							Total Construction:	491,139.45

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 5/24/23 11:19

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 6/23/23 TERMINAL: 564
 ORDER: 775997

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245007

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	DWA5321	1-1/2"X12" SDS SCALING CHISEL		1	56.40 /EA	56.40
2	1	1	EA	BOHS1415	10" SDS BULL POINT		1	12.63 /EA	12.63
3	1	1	EA	BOHS1420	3/4X10" SDS CHISEL		1	12.63 /EA	12.63

TAXABLE 81.66
 NON-TAXABLE 0.00
 SUBTOTAL 81.66

** AMOUNT CHARGED TO STORE ACCOUNT ** 88.19

AURORA 3.750% 3.06
 ARAPAHOE COUNTY 0.25 0.20
 COLORADO & RTD 4.000 3.27

TAX AMOUNT 6.53

TOTAL 88.19

TOT WT: 0.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 178 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 5/22/23 9:56

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (178) CORPOREX
 TONY 303.590.8584
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 6/21/23 TERMINAL: 564
 ORDER: 775474

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 244920

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	MUST2037	SUBMERSIBLE PUMP 2" 73-GPM		1	369.00 /EA	369.00
2	1	1	EA	A-CAM	2" A-CAM FITTING		1	9.99 /EA	9.99
3	2	2	EA	GIDISCHARGE	2"X50' BLUE DISCHARGE W/ CAMS		2	98.55 /EA	197.10

TAXABLE 576.09
 NON-TAXABLE 0.00
 SUBTOTAL 576.09

** AMOUNT CHARGED TO STORE ACCOUNT ** 622.17

AURORA 3.750% 21.60
 ARAPAHOE COUNTY 0.25 1.44
 COLORADO & RTD 4.000 23.04

TAX AMOUNT 46.08
TOTAL 622.17

TOT WT: 0.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 6/9/23 3:13

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 7/9/23 TERMINAL: 564
 ORDER: 777745

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245629

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	PK	STTRA708T	T-50 STAPLES 1/2" 1000-PAK		1	3.36 /PK	3.36
2	2	2	EA	TA397	105462 BLACK 2"X60-YRD DUCT TAPE		2	6.95 /EA	13.90
3	5	5	EA	LUM34-CDX	3/4X4X8 CDX PLYWOOD (23/32)		5	44.04 /EA	220.20
4	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	.28

TAXABLE 237.74
 NON-TAXABLE 0.00
 SUBTOTAL 237.74

** AMOUNT CHARGED TO STORE ACCOUNT ** 256.76

AURORA 3.750% 8.92
 ARAPAHOE COUNTY 0.25 0.59
 COLORADO & RTD 4.000 9.51

TAX AMOUNT 19.02
TOTAL 256.76

TOT WT: 290.55

X _____
 Received By



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

220552
 10106463
 5700019944

Invoice

Date	Invoice #
05/12/2023	76114
Invoice Total	
350.00	

Bill To:

**TURNER
 1401 ZUNI
 DENVER CO 80204**

Service Address:

**TURNER
 13500 E COLFAX ST
 AURORA CO 80045**

**Account No. 01-3473 5
 Due Date 06/12/2023**

For proper credit please return this portion

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
05/10/23	WORK ORDER#: 75463				
05/10/23	30YD TRASH DRT	1.00		350.00	
	30YD TRASH TN DUMP FEE TKT# 2057974	3.71			
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE			Total Invoice:	350.00	
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	700.00	0.00	0.00	0.00	700.00
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 06/12/2023		Invoice #: 76114	
Billing Name: TURNER					



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

Invoice

Date	Invoice #
05/31/2023	77082
Invoice Total	
350.00	

220552
 10158765
 5700019944

<i>Bill To:</i>
TURNER 1401 ZUNI DENVER CO 80204

<i>Service Address:</i>
TURNER 13500 E COLFAX ST AURORA CO 80045

Account No. 01-3473 5
 Due Date 05/31/2023

For proper credit please return this portion

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
05/25/23	WORK ORDER#: 76383				
05/25/23	30YD TRASH DRT	1.00		350.00	
	30YD TRASH TN DUMP FEE TKT# 2065349	4.21			
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE			Total Invoice:	350.00	
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	700.00	0.00	0.00	0.00	700.00
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 05/31/2023		Invoice #: 77082	
Billing Name: TURNER					



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

Invoice

Date	Invoice #
06/16/2023	78385
Invoice Total	
350.00	

220552
 10158765
 5700019944

<i>Bill To:</i>
TURNER 1401 ZUNI DENVER CO 80204

<i>Service Address:</i>
TURNER 13500 E COLFAX ST AURORA CO 80045

Account No. 01-3473 5

Due Date 07/15/2023

For proper credit please return this portion

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
06/15/23	WORK ORDER#: 77679 30YD TRASH DRT	1.00		350.00	
06/15/23	30YD TRASH TN DUMP FEE TKT# 2075539	3.61			
			Total Invoice:	350.00	
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE					
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	1,050.00	350.00	0.00	0.00	1,400.00
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 07/15/2023		Invoice #: 78385	
Billing Name: TURNER					



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

220552
 10158765
 5700019944

Invoice

Date	Invoice #
06/09/2023	78101
Invoice Total	
350.00	

Bill To:

TURNER
 1401 ZUNI
 DENVER CO 80204

Service Address:

TURNER
 13500 E COLFAX ST
 AURORA CO 80045

Account No. 01-3473 5

Due Date 07/08/2023

For proper credit please return this portion

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
06/07/23	WORK ORDER#: 77384				
06/07/23	30YD TRASH DRT	1.00		350.00	
	30YD TRASH TN DUMP FEE TKT# 2071578	4.31			
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE					
Total Invoice:				350.00	
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	700.00	350.00	0.00	0.00	1,050.00
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 07/08/2023		Invoice #: 78101	
Billing Name: TURNER					

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 6/7/23 3:51

SOLD TO: TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO: (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245495

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	100	100	FT	MIRS6	6" ROCK SOCK		100	0.65 /FT	65.00
2	2	2	EA	AGPSK5P	5-GAL UNIV. SPILL KIT		2	59.95 /EA	119.90
3	1	1	EA	HI3772639	20CT 16.9OZ ADHSV ANCHOR		1	1839.00 /EA	1,839.00
4	2	2	EA	TR50:1	1G 50:1 PRE MIX FUEL		2	29.95 /EA	59.90
5	1	1	EA	TA397	105462 BLACK 2"X60-YRD DUCT TAPE		1	7.05 /EA	7.05
6	10	10	EA	CEK611-018	DUAL EYE WASH STATION		10	39.95 /EA	399.50

TAXABLE 2490.35
 NON-TAXABLE 0.00
 SUBTOTAL 2490.35

** AMOUNT CHARGED TO STORE ACCOUNT ** 2689.58

AURORA 3.750% 93.39
 ARAPAHOE COUNTY 0.25 6.23
 COLORADO & RTD 4.000 99.61

TAX AMOUNT 199.23
TOTAL 2689.58

TOT WT: 0.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 6/7/23 3:51

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 7/7/23 TERMINAL: 564
 ORDER: 777305

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245496

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	2	2	EA	GIDISCHARGE	2"X50' BLUE DISCHARGE W/ CAMLOC		2	98.55 /EA	197.10
2	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	.28 *

TAXABLE 197.38
 NON-TAXABLE 0.00
 SUBTOTAL 197.38

** AMOUNT CHARGED TO STORE ACCOUNT ** 213.17

AURORA 3.750% 7.40
 ARAPAHOE COUNTY 0.25 0.49
 COLORADO & RTD 4.000 7.90

TAX AMOUNT 15.79
TOTAL 213.17

TOT WT: 0.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 6/8/23 2:03

SOLD TO: TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO: (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 7/8/23 TERMINAL: 564
 ORDER: 777634

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245561

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	600	600	FT	CO3/8-POLY-RED	3/8" POLYPROPYLENE ROPE RED		600	0.075 /FT	45.00

TAXABLE 45.00
 NON-TAXABLE 0.00
 SUBTOTAL 45.00

** AMOUNT CHARGED TO STORE ACCOUNT ** 48.60

AURORA 3.750% 1.69
 ARAPAHOE COUNTY 0.25 0.11
 COLORADO & RTD 4.000 1.80

TAX AMOUNT 3.60
TOTAL 48.60

TOT WT: 0.00

X _____
 Received By



Industrial Medical Support, Inc.

3320 E Airport Way
 Long Beach, CA 90806
 (877) 878-9185

Invoice

Date	Invoice #
4/14/2023	19347

Bill To
Turner Construction Company Denver Rover Project 4800 Dahlia St. Denver, CO 80216

Terms
Due on receipt

10112169
 Multi Project Invoice
 Breakout on following page

Invoice Period
03.01-03.31

Description	Quantity	Rate	Amount
Avalanche Locker Room. (Period 03.01-03.31). 6.15 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	551.49	551.49
B East. (Period 03.01-03.31). 17.50 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	1,361.65	1,361.65
Broncos Stadium. (Period 03.01-03.31). 13.75 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	1,093.98	1,093.98
Compassion. (Period 03.01-03.31). 21.50 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	1,647.17	1,647.17
Den 7. (Period 03.01-03.31). 3.25 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	344.49	344.49
Denver Health. (Period 03.01-03.31). 9.41 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	784.19	784.19
Fitz Parking Garage. (Period 03.01-03.31). 4.83 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	457.27	457.27
Project Endeavor. (Period 03.01-03.31). 7.75 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	665.70	665.70
Turner Denver Main Office. (Period 03.01-03.31). 11.00 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	897.68	897.68
UAL A West Club. (Period 03.01-03.31). 23.00 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	1,754.24	1,754.24
UC Health East View. (Period 03.01-03.31). 26.50 regular hours at \$71.38/hour. Additional services of \$112.50 (see message below)	1	2,004.07	2,004.07
CPR Class - Turner Main Office. 02/24	6	45.00	270.00
CPR Class - Turner Main Office. 03/31	8	45.00	360.00
		Total	
			Payments/Credits
			Balance Due



Industrial Medical Support, Inc.

3320 E Airport Way
Long Beach, CA 90806

(877) 878-9185

Invoice

Date	Invoice #
4/14/2023	19347

Bill To
Turner Construction Company Denver Rover Project 4800 Dahlia St. Denver, CO 80216

Terms
Due on receipt

Invoice Period
03.01-03.31

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Line items covered by all sites evenly: 1) Mileage: 2125 total miles at \$0.54 per mile. \$1147.50 total. 2) Site Phone: \$90 total. *Each site is responsible for \$112.50 for these line items in addition to the hours on-site (\$1237.50 total over 11 sites)			
		Total	\$12,191.93

Payments/Credits	\$0.00
Balance Due	\$12,191.93

DocuSign Envelope ID: D674FCC9-928D-479F-951E-3C1FC9669423

Order Type: 1000 (Purchase Order) - Order - Invoice
 Order Number: 44-1011 Delivery Date: 2011 Order Date: 10/28/10
 Order Date: 10/28/2010 Order Date: 10/28/2010 Order: 10
 Invoice Date: 11/01/2010
 Order: 10000000
 Order Category: 000
 Order Item Date: 10/28/2010

Item	Description	Quantity	Unit	Price	Account	Account	Account	Account	Account	Account
44-1011-00000000	ADDITIONAL EXP	1.0000	UNIT	100.00	Material	100.00				100.00
		1.0000	UNIT							

**CITY OF AURORA
CASHIER**

15151 E ALAMEDA PKWY1300
AURORA, CO 80012
3037397091



City of Aurora

Cashier Employee

Transaction **001591**

Total \$2,382.80
CREDIT CARD SALE \$2,382.80
VISA 6193

Receipt

INVOICE NO#: 709635
INVOICE DATE: 04/06/2023
PROJECT#: 1647976
CONTRACT#: 22 2193336 CM

Retain this copy for statement validation

Station: Cashier #2

06-Apr-2023 11:42:59A
\$2,382.80 | Method: EMV
VISA CREDIT
XXXXXXXXXXXX6193
THOMAS PAULSEN
Reference ID: 309600527066
Auth ID: 07794D
MID: *****2998
AID: A0000000031010
AuthNtwkNm: VISA
SIGNATURE VERIFIED

CTION
KLIN STREET

13500 E COLFAX AVE AURORA 80011
3500 E COLFAX AVE
↓: BUILDINGONLINE | FITZ 500 PARKING GARAGE

Online: <https://clover.com/p/YQZDWE6ED9APP>

Payment YQZDWE6ED9APP

Clover Privacy Policy
<https://clover.com/privacy>

IS	Amount:
	\$54,190.32
	\$2,382.80

Paid: \$56,573.12
(Check) Payment Method

TURNER CONSTRUCTION COMPANY	CHECK REQUEST
TO CONTROLLER'S OFFICE	FROM: (NAME OR DEPT.) Turner- Fitz 500 PG
MAKE CHECK PAYABLE TO: 10008750 City of Aurora 70002668	AMOUNT: \$54,190.32
15151 E. Alameda Pkwy Aurora. CO 80012	DATE CHECK NEEDED: (DATE CHECK TO BE MAILED) 3/28/2023
	CHECK COPIES TO BE SENT TO:
FOR THE FOLLOWING: Building Permit #22 2193336 CM	
CHECK REQUESTED BY: (SIGNATURE) by: <i>Tom Paulsen</i>	DATE:
REQUEST APPROVED BY: (SIGNATURE) by: <i>Brandon Valdez</i>	
ACCOUNTS TO BE CHARGED: (CODE) 7E4402 220552.01.01.65.656300M	AMOUNTS-DEBITS/CREDITS \$54,190.32
FORM 654-REV 9-75	NOTE: ATTACH ANY INVOICES, ETC., TO BE MAILED WITH CHECK

Building Division



City of Aurora

15151 E Alameda Pky, Ste. 2400
Aurora CO 80012
303-739-7420

Estimated Invoice

This invoice is only an estimate - final charges may vary.

PROJECT#: 1647976

REQUESTED BY:

PERMIT#: 22 2193336 CM

TURNER CONSTRUCTION
1930 SOUTH FRANKLIN STREET
DENVER CO 80210

PEOPLE RSN: 9018
SUBTYPE: Storage Use Building
VALUATION: \$13,895,912.00
INVOICE GENERATED ON: 03/21/2023

PROPERTY ADDRESS: 13500 E COLFAX AVE AURORA 80011
PROPERTY LOCATION: 13500 E COLFAX AVE
PROPERTY DESCRIPTION: BUILDINGONLINE | FITZ 500 PARKING GARAGE

FEE DESCRIPTION:

AMOUNT:

4904042400	Building Fee	\$54,190.32
TOTAL:		\$54,190.32

NOTE: This invoice is NOT to be used for proof of all fees required to be paid for this permit. Until the actual permit is submitted to our office, and has been approved by all City Departments, it is strictly an estimate of fees.

Valdez, Brandon L - (DEN)

From: AmandaSystem@auroragov.org
Sent: Tuesday, October 18, 2022 10:05 AM
To: Valdez, Brandon L - (DEN)
Subject: City of Aurora Receipt Details for Transaction#: 196101544

EXTERNAL EMAIL -- Please Handle Cautiously

Thank you for your payment to the City of Aurora.
These receipt details are very important if you should ever have to investigate a payment.

The PaymentDate was: 10/18/2022 10:04:38 AM

The Item was: City of Aurora Fees for Project# 1655025

The Amount Paid to the City of Aurora was: \$208.25

The Transaction# was: 196101544

The Billnumber was: 691536

Best Regards,
The City of Aurora

TURNER CONSTRUCTION COMPANY	CHECK REQUEST
TO CONTROLLER'S OFFICE	FROM: (NAME OR DEPT.) Turner-Fitz 500 PG
MAKE CHECK PAYABLE TO: City of Aurora	AMOUNT: \$1,259.00
Vendor #10008750	DATE CHECK NEEDED: (DATE CHECK TO BE MAILED) 11/23/2022
	CHECK COPIES TO BE SENT TO:
FOR THE FOLLOWING: SWMP Permit Fee (3 yr)	
<small>DocuSigned by:</small> CHECK REQUESTED BY: (SIGNATURE) <i>Tom Paulsen</i> 11/17/2022 <small>FBD0F3EBCFF9F40A</small>	DATE: 11/17/2022
<small>DocuSigned by:</small> REQUEST APPROVED BY: (SIGNATURE) <i>Brandon Valdez</i> 11/17/2022	
ACCOUNTS TO BE CHARGED:(CODE) 220552.01.01.65.656300	AMOUNTS-DEBITS/CREDITS 1,259.00
FORM 654-REV 9-75	NOTE: ATTACH ANY INVOICES, ETC., TO BE MAILED WITH CHECK

10008750
 300392
 220552.01.01.65.656300

Bassano, Scott - (DEN)

From: Paulsen, Thomas - (DEN)
Sent: Thursday, November 17, 2022 9:28 AM
To: Bassano, Scott - (DEN); Rubin, Kyle - (DEN)
Cc: Valdez, Brandon L - (DEN); Meneses, Enrique J - (DEN)
Subject: Check request
Attachments: COAStormwater Permit Application - Fitz Submittal.docx

Gents-

I need to get a check cut for Fitz 500 parking garage in the amount of \$1,259.00. It's for the SWMP permit fees as shown in the attached and below. BV can be the approver on the request. Please let me know if you need anything else.

COMPLETE BOTH PAGES AND SUBMIT TO COA PERMIT CENTER WITH:

- > REQUIRED SIGNATURES
- > APPROVED PROBABLE COST SHEET(S) IF APPLICABLE
- > FISCAL SECURITY

Project Size	3 Year Permit Fee	1 Year Renewal Fee
<1 Acre*	\$472.00	\$157.00
1 Acre – 5 Acres	\$1,259.00	\$419.00
>5 Acres	\$2,359.00	\$786.00

If it is part of a larger common plan of development

City of Aurora Municipal Center
15151 E. Alameda Pkwy.
Permit Center, Second Floor
Aurora, CO 80012

Thank you,

Tom Paulsen | Project Superintendent
Turner Construction Company | 1401 Zuni Street Suite 301 | Denver, CO 80204
mobile 303.910.9692 | tpaulsen@tcco.com
[website](#) | [linkedin](#) | [facebook](#) | [twitter](#) | [youtube](#) | [instagram](#)

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:

Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:

DWS Midwest LLC
2301 Hickory St
Omaha, Nebraska 68108

PROJECT:

Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:**APPLICATION NO: 7****PERIOD TO:** 06/30/23**CONTRACT FOR:** 4700178343 - Metals Work**CONTRACT DATE:** 05/05/23**PROJECT NOS:** 300392-220552**Distribution to:**

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	791,000.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	791,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	100,348.80
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	\$	5,017.44
b. 0.0% of Stored Material		
(Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	5,017.44
6. TOTAL EARNED LESS RETAINAGE	\$	95,331.36
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	95,331.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	695,668.64

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DWS Midwest LLCBy: Paul HartDate: June 22, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **95,331.36**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7

APPLICATION DATE: 06/16/23

PERIOD TO: 06/30/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		D TOTAL COMPLETED AND STORED TO DATE (D+E+F)	C % (G / C)		
	Structural Steel	151,586.00	0.00	0.00	0.00	0.00	0.0%	151,586.00	0.00
0010	Erection	214,370.00	0.00	0.00	0.00	0.00	0.0%	214,370.00	0.00
0020	Textura	2,475.00	0.00	275.00	0.00	275.00	10.0%	2,475.00	13.75
0030	Stair 1 - Detail/Fabrication/Deliver	182,500.00	0.00	36,500.00	0.00	36,500.00	20.0%	146,000.00	1,825.00
0040	Stair 2 - Detail/Fabrication/Deliver	182,500.00	0.00	36,500.00	0.00	36,500.00	20.0%	146,000.00	1,825.00
0050	Structural Steel - CMU Wall Clips	26,025.00	0.00	26,025.00	0.00	26,025.00	50.0%	26,025.00	1,301.25
0060	Structural Steel - Elevator Steel	5,244.00	0.00	1,048.80	0.00	1,048.80	20.0%	4,195.20	52.44
	GRAND TOTAL	5791,000.00	50.00	5100,348.80	50.00	5100,348.80	12.7%	5690,651.20	55,017.44

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] [Paul Hart] PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Ninety five thousand three hundred thirty one and 36/100 dollars \$95,331.36
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 06/30/2023, 07-4700178343, \$95,331.36

Previous Unpaid Invoices: 0

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 06/30/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: _____ dollars _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] [Paul Hart] CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: DWS Midwest LLC

ADDRESS: 2301 Hickory St
Omaha, Nebraska 68108

SIGNED: Paul Hart
TITLE: Project Manager

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Turner Construction Company (DEN) 1401 Zuni Street, Suite 301 Denver, Colorado 80204 FROM CONTRACTOR: Colorado Doorways, Inc. 5151 Barnock St., #17 Denver, Colorado 80216	PROJECT: Corporex - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 7 PERIOD TO: 06/30/23 CONTRACT FOR: 4700180606 - Doors, Frames, & Hardware Supply CONTRACT DATE: 03/02/23 PROJECT NOS: 300392-220552	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
---	---	---	--

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 9,731.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 9,731.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 725.00
5. RETAINAGE:	
a. 5.0% of Completed Work (Column D + E on G703)	\$ 36.25
b. 0.0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 36.25
6. TOTAL EARNED LESS RETAINAGE	\$ 688.75
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 688.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 9,042.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Colorado Doorways, Inc.

By: Greg Hartl Date: June 15, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **688.75**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7
 APPLICATION DATE: 06/16/23
 PERIOD TO: 06/30/23
 ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
00010	Doors, Frames, & Hardware	9,731.00	0.00	725.00	0.00	725.00	7.5%	9,006.00	36.25
	GRAND TOTAL	\$9,731.00	\$0.00	\$725.00	\$0.00	\$725.00	7.5%	\$9,006.00	\$36.25

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] [Greg Hartl] PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or
equipment provided in the amount of: Six hundred eighty eight and 75/100 dollars \$688.75
covering the following Partial Payment Request(s) or invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 06/30/2023, 07-4700180606, \$688.75

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 06/30/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or
equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] [Greg Hartl] CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Colorado Doorways, Inc.

ADDRESS: 5151 Bannock St. #17
Denver, Colorado 80216

SIGNED: Greg Hartl
TITLE: CFO

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:

Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:

Tower Electric Inc.
621 Southpark Dr., Suite 1500
Littleton, Colorado 80120

PROJECT:

Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:

APPLICATION NO: 7

PERIOD TO: 06/30/23

CONTRACT FOR: 4700175508 - Electrical

CONTRACT DATE: 11/01/22

PROJECT NOS: 300392-220552

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,014,960.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	1,014,960.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	396,500.00
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	\$	19,825.00
b. 0.0% of Stored Material		
(Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	19,825.00
6. TOTAL EARNED LESS RETAINAGE	\$	376,675.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	168,625.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	208,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	638,285.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tower Electric Inc.

By: DJ Jarman Date: June 13, 2023
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 208,050.00

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT:

By: Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7

APPLICATION DATE: 06/16/23

PERIOD TO: 06/30/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Mobilization and Layout	93,059.00	66,000.00	0.00	0.00	66,000.00	70.9%	27,059.00	3,300.00
	Engineering	13,000.00	13,000.00	0.00	0.00	13,000.00	100.0%	0.00	650.00
	Switchgear	116,638.01	24,500.00	80,000.00	0.00	104,500.00	89.6%	12,138.01	5,225.00
	Service Entrance	42,756.60	10,000.00	0.00	0.00	10,000.00	23.4%	32,756.60	500.00
	Sub Feeders	34,897.79	0.00	0.00	0.00	0.00	0.0%	34,897.79	0.00
	Grounding Systems	6,852.72	0.00	0.00	0.00	0.00	0.0%	6,852.72	0.00
	Site Lighting	48,688.02	12,000.00	0.00	0.00	12,000.00	24.6%	36,688.02	600.00
	Site Power	1,030.11	0.00	0.00	0.00	0.00	0.0%	1,030.11	0.00
	Building Lighting	334,368.38	0.00	120,000.00	0.00	120,000.00	35.9%	214,368.38	6,000.00
	Building Lighting Labor	50,000.00	0.00	0.00	0.00	0.00	0.0%	50,000.00	0.00
	Branch Lighting	109,927.16	0.00	12,000.00	0.00	12,000.00	10.9%	97,927.16	600.00
	Branch Power	67,907.91	8,000.00	5,000.00	0.00	13,000.00	19.1%	54,907.91	650.00
	EV Chargers	16,505.47	6,000.00	0.00	0.00	6,000.00	36.4%	10,505.47	300.00
	HVAC/Mechanical	14,003.42	0.00	2,000.00	0.00	2,000.00	14.3%	12,003.42	100.00
	Fire Alarm System	48,101.14	27,000.00	0.00	0.00	27,000.00	56.1%	21,101.14	1,350.00
	Excavation/Backfill	17,524.27	11,000.00	0.00	0.00	11,000.00	62.8%	6,524.27	550.00
00010	Electrical	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7

APPLICATION DATE: 06/16/23

PERIOD TO: 06/30/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DORE)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	GRAND TOTAL	\$1,014,960.00	\$177,500.00	\$219,000.00	\$0.00	\$396,500.00	39.1%	\$618,460.00	\$19,825.00

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] DJ Jarman PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or
equipment provided in the amount of: Two hundred eight thousand fifty dollars \$208,050.00
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 06/30/2023, 1529-5, \$208,050.00

Previous Unpaid Invoices: May - \$90,725 (Net)

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 06/30/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or
equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] DJ Jarman CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$77,900.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Tower Electric Inc.

ADDRESS: 621 Southpark Dr. Suite 1500
Littleton, Colorado 80120

SIGNED: DJ Jarman
TITLE: Controller

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Turner Construction Company (DEN) 1401 Zuni Street, Suite 301 Denver, Colorado 80204 FROM CONTRACTOR: RME Ltd LLC dba Elite Surface Infrastructure 115 Inverness Drive East, Suite 100 Englewood, Colorado 80112	PROJECT: Corporex - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 7 PERIOD TO: 06/30/23 CONTRACT FOR: 4700174945 - Earthwork & Site Utilities CONTRACT DATE: 10/13/22 PROJECT NOS: 300392-220552	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
---	---	---	--

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 809,785.00
2. Net Change by Change Orders	\$ 28,857.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 838,642.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 441,577.00
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 22,078.85
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 22,078.85
6. TOTAL EARNED LESS RETAINAGE	\$ 419,498.15
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 410,969.05
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 8,529.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 419,143.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$21,979.00	\$0.00
Total approved this Month	\$6,878.00	\$0.00
TOTALS	\$28,857.00	\$0.00
NET CHANGES by Change Order		\$ 28,857.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RME Ltd LLC dba Elite Surface Infrastructure

By: Kareem Nabil Date: June 21, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **8,529.10**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7
 APPLICATION DATE: 06/16/23
 PERIOD TO: 06/30/23
 ARCHITECT'S PROJECT NO: 300392-220552

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
001	100 - Earthwork Mobilization	36,500.00	36,500.00	0.00	0.00	36,500.00	100.0%	0.00	1,825.00
001	110 - Sediment Basin & Diversion Ditches	21,800.00	21,800.00	0.00	0.00	21,800.00	100.0%	0.00	1,090.00
001	120 - Initial Erosion Control	17,850.00	17,850.00	0.00	0.00	17,850.00	100.0%	0.00	892.50
001	130 - Site Grading	98,000.00	68,170.00	2,100.00	0.00	70,270.00	71.7%	27,730.00	3,513.50
001	140 - Structural Earthwork	217,000.00	217,000.00	0.00	0.00	217,000.00	100.0%	0.00	10,850.00
001	150 - Export Excess Materials	37,500.00	37,500.00	0.00	0.00	37,500.00	100.0%	0.00	1,875.00
001	160 - Export RAP Spoils	11,800.00	11,800.00	0.00	0.00	11,800.00	100.0%	0.00	590.00
001	170 - Utility Mobilization	11,530.60	0.00	0.00	0.00	0.00	0.0%	11,530.60	0.00
001	180 - Sanitary Sewer Onsite	14,000.00	0.00	0.00	0.00	0.00	0.0%	14,000.00	0.00
001	190 - Office Building Sewer Service	29,700.00	0.00	0.00	0.00	0.00	0.0%	29,700.00	0.00
001	200 - Sewer Main On Nanadu	147,000.00	0.00	0.00	0.00	0.00	0.0%	147,000.00	0.00
001	210 - Water Lines	32,000.00	0.00	0.00	0.00	0.00	0.0%	32,000.00	0.00
001	220 - Traffic Control At Nanadu	19,200.00	0.00	0.00	0.00	0.00	0.0%	19,200.00	0.00
001	230 - Storm Drainage	85,000.00	0.00	0.00	0.00	0.00	0.0%	85,000.00	0.00
001	240 - Asphalt Patching Mob	1,600.00	0.00	0.00	0.00	0.00	0.0%	1,600.00	0.00
001	250 - Nanadu Asphalt Patching	29,304.40	0.00	0.00	0.00	0.00	0.0%	29,304.40	0.00
001	260 - CO 001 Survey	7,219.00	7,219.00	0.00	0.00	7,219.00	100.0%	0.00	360.95

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Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 7

APPLICATION DATE: 06/16/23

PERIOD TO: 06/30/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
001	270 - CO 002 Net Zero	437,220.00	0.00	0.00	0.00	0.00	0.0%	437,220.00	0.00	
001	270 - CO 002 Net Zero	(437,220.00)	0.00	0.00	0.00	0.00	0.0%	(437,220.00)	0.00	
001	280 - CO 003 Snow Removal	3,915.00	3,915.00	0.00	0.00	3,915.00	100.0%	0.00	195.75	
001	290 - CO 003 Frost Removal Equipment/Labor	10,845.00	10,845.00	0.00	0.00	10,845.00	100.0%	0.00	542.25	
001	300 - CO 004 Additional Earthwork	6,878.00	0.00	6,878.00	0.00	6,878.00	100.0%	0.00	343.90	
	GRAND TOTAL	5838,642.00	5432,599.00	58,978.00	50.00	5441,577.00	52.7%	5397,065.00	522,078.85	

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Renee Dahl PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Eight thousand five hundred twenty nine and 10/100 dollars \$8,529.10
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 06/30/2023, 220454-06, \$8,529.10

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 06/30/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Renee Dahl CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$336,903.61
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: RME Ltd LLC dba Elite Surface
Infrastructure

ADDRESS: 115 Inverness Drive East Suite 100
Englewood, Colorado 80112

SIGNED: Renee Dahl
TITLE: Cash Manager

Invoice Register

Payee
 Turner Construction
 Company
 1401 Zuni St, Suite 301,
 Denver, CO 80204
 Phone: 3037539600

Batch Id	19099
Control	68887
Invoice Number	FitzGarage App10
Invoice Date	07/25/2023
Due Date	08/24/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	07/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
7/2023	348491.15	13795.12		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
turner0001	22-xi006-001	id001	16328.96	0.00	01001000	57010000	Cost of Sales		Project requirements
turner0001	22-xi006-001	id001	15166.25	758.31	04001000	57010000	Cost of Sales		masonry
turner0001	22-xi006-001	id001	40548.20	2027.41	05001000	57010000	Cost of Sales		steel
turner0001	22-xi006-001	id001	9006.00	2027.41	08001000	57010000	Cost of Sales		doors/frames/hdwe/glass & glazing
turner0001	22-xi006-001	id001	9600.00	480.00	22001000	57010000	Cost of Sales		plumbing fixtures
turner0001	22-xi006-001	id001	177059.00	7275.84	26001000	57010000	Cost of Sales		electrical
turner0001	22-xi006-001	id001	24523.00	1226.15	31001000	57010000	Cost of Sales		erosion control/gen earthwork
turner0001	22-xi006-001	id001	41621.64	0.00	01001000	57010000	Cost of Sales		Insurances
turner0001	22-xi006-001	id001	28433.22	0.00	50503500	57010000	Cost of Sales		Fee

Workflow Approval							
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time	
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		07/25/2023	13:52:58	
JobCost	Project Manager	Completed	ssapp@corporex.com		07/25/2023	13:57:46	
JobCost	VP Construction	Started			07/26/2023	07:29:53	

Application and Certificate for Payment

TO (OWNER): Corporex, LLC 100 East Rivercenter Boulevard Covington KY 41001

Project: Corporex - Fitzsimons 500 Parking G 13500 E Colfax Avenue Aurora CO 80011

APPLICATION NO: 9 (Pynt ref: 91246545)

APPLICATION DATE: 07/25/2023

PERIOD TO: 07/31/2023

FROM (CONTRACTOR): Turner Construction Company 1401 Zuni St., Ste 301 Denver CO 80204

VIA (CM/Owner's Rep.):

PROJECT NO: 220552

VIA (ARCHITECT):

CONTRACT DATE:

CONTRACT FOR: Corporex, LLC

OWNERS REFERENCE NO:

INV DESCRIPTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

Table with 10 rows detailing contract sums, retainage, and payment due amounts.

CHANGE ORDER SUMMARY table with columns for ADDITIONS and DEDUCTIONS.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been performed or completed in accordance with the Contract Documents...

CONTRACTOR: Turner Construction Co.

By: Brandon Valdez Date: 7/25/2023 Name: Brandon Valdez Title: Project Executive

State of: Colorado County of: Denver

Subscribed and sworn before me this 25th day of July 2023

Notary Public: [Signature] Expires: 11/3/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated...

AMOUNT CERTIFIED \$ 348,491.15

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

Architect: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor Named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

KYLE RUBIN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20214043279 MY COMMISSION EXPIRES NOV 3, 2025

CONTINUATION SHEET											Page 2 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 9 (Pymt ref: 91246545)						
Use Column L on Contracts where variable retainage for line items may apply.						APPLICATION DATE: 07/25/2023						
						PERIOD TO: 07/31/2023						
						ARCHITECT'S PROJECT NO:						
ITEM NO	DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G H WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL %		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	(J/F)		
1	Tools & Supplies	13,860.00	0.00	0.00	13,860.00	1,785.88	0.00	0.00	1,785.88	12.89	12,074.12	0.00
2	Temp Roads	68,000.00	0.00	0.00	68,000.00	0.00	0.00	0.00	0.00	0.00	68,000.00	0.00
3	Street Closure	24,500.00	0.00	0.00	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00	0.00
4	Site Logistics	309,600.00	0.00	0.00	309,600.00	37,206.00	14,582.25	0.00	51,788.25	16.73	257,811.75	0.00
5	Temp Stair Towers	58,050.00	0.00	0.00	58,050.00	0.00	0.00	0.00	0.00	0.00	58,050.00	0.00
6	Temp Power	31,000.00	0.00	0.00	31,000.00	293.05	0.00	0.00	293.05	0.95	30,706.95	0.00
8	Temp Water	10,500.00	0.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00
9	Rubbish Removal	16,332.00	0.00	0.00	16,332.00	2,100.00	389.60	0.00	2,489.60	15.24	13,842.40	0.00
10	Erosion Control	10,000.00	0.00	0.00	10,000.00	2,902.75	209.80	0.00	3,103.55	31.04	6,896.45	0.00
11	Final Cleaning	55,273.00	0.00	0.00	55,273.00	0.00	0.00	0.00	0.00	0.00	55,273.00	0.00
12	Protection & Safety	8,000.00	0.00	0.00	8,000.00	3,266.68	1,156.31	0.00	4,422.99	55.29	3,577.01	0.00
13	Barricades/Temp Fence	33,000.00	0.00	0.00	33,000.00	2,525.54	0.00	0.00	2,525.54	7.65	30,474.46	0.00
16	Permits	4,500.00	58,040.37	0.00	62,540.37	62,540.37	0.00	0.00	62,540.37	100.00	0.00	0.00
21	Survey	14,000.00	0.00	0.00	14,000.00	3,210.00	0.00	0.00	3,210.00	22.93	10,790.00	0.00
	General Requirements	656,615.00	58,040.37	0.00	714,655.37	115,830.27	16,328.96	0.00	132,159.23	18.49	582,496.14	0.00
23	Concrete Supplementation	81,215.00	0.00	(28,715.00)	52,500.00	0.00	0.00	0.00	0.00	0.00	52,500.00	0.00
24	Unit Masonry	144,284.00	0.00	0.00	144,284.00	0.00	15,166.25	0.00	15,166.25	10.51	129,117.75	758.31
25	Structural Steel	798,258.00	0.00	0.00	798,258.00	100,348.80	40,548.20	0.00	140,897.00	17.65	657,361.00	7,044.85
28	Rough Carpentry	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
29	Waterproofing/Damproofing	20,732.00	0.00	0.00	20,732.00	19,252.00	0.00	0.00	19,252.00	92.86	1,480.00	962.60
30	Traffic Coating	10,705.00	0.00	0.00	10,705.00	0.00	0.00	0.00	0.00	0.00	10,705.00	0.00
31	PVC Roofing	32,523.00	0.00	0.00	32,523.00	0.00	0.00	0.00	0.00	0.00	32,523.00	0.00
32	Expansion Joints	99,767.00	0.00	(6,661.00)	93,106.00	0.00	0.00	0.00	0.00	0.00	93,106.00	0.00
33	Firestopping	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
34	Doors, Frames and Hardware - Install	2,580.00	0.00	0.00	2,580.00	0.00	0.00	0.00	0.00	0.00	2,580.00	0.00
36	Doors, Frames and Hardware - Supply	9,669.00	0.00	0.00	9,669.00	725.00	9,006.00	0.00	9,731.00	100.64	(62.00)	486.55
37	Glazing	27,528.00	0.00	0.00	27,528.00	0.00	0.00	0.00	0.00	0.00	27,528.00	0.00
	PAGE TOTAL	1,893,876.00	58,040.37	(35,376.00)	1,916,540.37	236,156.07	81,049.41	0.00	317,205.48	16.55	1,599,334.89	9,252.31

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 9 (Pymt ref: 91246545)

APPLICATION DATE: 07/25/2023

Use Column L on Contracts where variable retainage for line items may apply.

PERIOD TO: 07/31/2023

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G H WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL %		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	(J/F)		
38	Elevator Flooring	3,200.00	0.00	0.00	3,200.00	0.00	0.00	0.00	0.00	0.00	3,200.00	0.00
39	Painting and Coating	147,000.00	0.00	0.00	147,000.00	0.00	0.00	0.00	0.00	0.00	147,000.00	0.00
40	Striping Painting	28,742.00	0.00	0.00	28,742.00	0.00	0.00	0.00	0.00	0.00	28,742.00	0.00
41	Signage	49,004.00	0.00	0.00	49,004.00	0.00	0.00	0.00	0.00	0.00	49,004.00	0.00
42	Fire Extinguisher Cabinets	35,375.00	0.00	0.00	35,375.00	0.00	0.00	0.00	0.00	0.00	35,375.00	0.00
43	Bike Racks	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
44	Parking Control Equipment	60,000.00	0.00	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00
45	Conveying Equipment	205,247.00	0.00	10,853.00	216,100.00	112,995.00	0.00	0.00	112,995.00	52.29	103,105.00	5,649.75
46	Fire Suppression	54,880.00	0.00	0.00	54,880.00	12,465.00	0.00	0.00	12,465.00	22.71	42,415.00	623.25
47	Plumbing & HVAC	346,655.00	0.00	0.00	346,655.00	148,768.00	9,600.00	0.00	158,368.00	45.68	188,287.00	7,918.40
48	Electrical	1,017,460.00	0.00	0.00	1,017,460.00	412,000.00	177,059.00	0.00	589,059.00	57.90	428,401.00	28,677.95
49	Earthwork	722,785.00	197,717.51	24,523.00	945,025.51	441,577.00	24,523.00	0.00	466,100.00	49.32	478,925.51	23,305.00
50	Site Concrete	245,759.00	0.00	0.00	245,759.00	0.00	0.00	0.00	0.00	0.00	245,759.00	0.00
51	Asphalt Paving	3,600.00	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	3,600.00	0.00
52	Landscaping	46,434.00	0.00	0.00	46,434.00	0.00	0.00	0.00	0.00	0.00	46,434.00	0.00
	Direct Work	4,213,402.00	197,717.51	0.00	4,411,119.51	1,248,130.80	275,902.45	0.00	1,524,033.25	34.55	2,887,086.26	75,426.66
53	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00
	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00
54	General Conditions	585,503.00	0.00	0.00	585,503.00	250,329.84	41,621.64	0.00	291,951.48	49.86	293,551.52	0.00
	General Conditions	585,503.00	0.00	0.00	585,503.00	250,329.84	41,621.64	0.00	291,951.48	49.86	293,551.52	0.00
55	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00
	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00
56	GL	66,307.00	734.71	0.00	67,041.71	67,041.71	0.00	0.00	67,041.71	100.00	0.00	0.00
59	Subguard	68,146.00	228.05	0.00	68,374.05	68,374.05	0.00	0.00	68,374.05	100.00	0.00	0.00
	Insurance	134,453.00	962.76	0.00	135,415.76	135,415.76	0.00	0.00	135,415.76	100.00	0.00	0.00
61	Fee	535,948.00	2,560.11	0.00	538,508.11	155,144.19	28,433.22	0.00	183,577.41	34.09	354,930.70	0.00
	Fee	535,948.00	2,560.11	0.00	538,508.11	155,144.19	28,433.22	0.00	183,577.41	34.09	354,930.70	0.00
	PAGE TOTAL	4,736,311.00	185,560.33	35,376.00	4,957,247.33	1,744,217.79	281,236.86	0.00	2,025,454.65	34.08	2,931,792.68	66,174.35

CONTINUATION SHEET Page 4 of 4

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column L on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9 (Pynt ref: 91246545)

APPLICATION DATE: 07/25/2023

PERIOD TO: 07/31/2023

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G H WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL %		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	(J/F)		
	Construction	6,630,187.00	243,600.70	0.00	6,873,787.70	1,980,373.86	362,286.27	0.00	2,342,660.13	34.08	4,531,127.57	75,426.66
	TOTAL CONTRACT	6,630,187.00	243,600.70	0.00	6,873,787.70	1,980,373.86	362,286.27	0.00	2,342,660.13	34.08	4,531,127.57	75,426.66
	APPLICABLE TAXES OUTSIDE OF CONTRACT					0.00	0.00		0.00			

Turner

1401 Zuni St. Suite 301
Denver CO 80204

July 25, 2023

Project Name: Corporex - Fitzsimons 500 Parking Garage
TCCO Project Number: 220552

APPLICATION # : 10

Enclosed is our application for payment number 10 in the amount of \$ 348,491.15 for work completed in conjunction with the above referenced project for the period 7/31/2023

Please remit ACH payment to the following:

Bank Name: BMO Harris
Account: Turner Construction Company
Account No.: 4233854
ABA No.: 071000288
Reference: 220552

If an electronic transfer is not possible, please send a check to the following address:

**Turner Construction
1401 Zuni Street Suite 301
Denver, CO 80204**

Should you have any questions regarding this billing, please do not hesitate to contact me.

Very truly yours,

FRAUD PREVENTION NOTICE: Turner will never inform you of changes to payment instructions through email. Payment details will only be changed when initiated by an executed change order, approval letter or a bi-lateral agreement/document sent by regular mail executed by the individuals who signed the contract. Additionally please follow up with a phone call to the General Manager of Turner prior to making any change.

WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage
13500 E Colfax Avenue
Aurora, CO 80011

OWNER: Corporex, LLC
100 East Rivercenter Blvd
Covington, KY 41001

TCCo Job Number: 220552

WHEREAS THE UNDERSIGNED Contractor, Subcontractor Supplier, Architect or Engineer, or _____
has provided labor, services, materials or equipment, for the above project, under agreement with:

Corporex, LLC

in its capacity as Owner or Owner's agent, Contractor, Subcontractor, Architect or Engineer

Section A: (check and initial only one of the following)

^{Initial} **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services, materials or

equipment provided in the amount of: three hundred forty eight thousand four hundred ninety one and 15/100 dollars
covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
7/25/2023	10	\$348,491.15

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: July 31, 2023

FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or
equipment provided in the amount of: _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against
the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent
of payment received, as indicated above and as limited below:

Section B: (check and initial only one of the following)

^{Initial} **CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT** and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked
"paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay
request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$1,444,055.47
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

^{Initial} **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT** in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

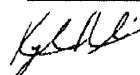
THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

State of: Colorado)
County of: Denver)ss

COMPANY NAME: Turner Construction

Subscribed and sworn to before me this
25th day of July 2023

ADDRESS: 1401 Zuni St Suite 301
Denver, CO 80204

NOTARY PUBLIC:


SIGNED: ^{DocuSigned by:}
Brandon Valdez

SIGNED:
My Commission Expires: 11/3/2025

TITLE: Project Executive

KYLE RUBIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043279
MY COMMISSION EXPIRES NOV 3, 2025

STATEMENT SHEET									
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: -			
						APPLICATION DATE: 07/25/2023			
						PERIOD TO: 07/31/2023			
						ARCHITECT'S PROJECT NO:			
A ITEM NO	B SOV ITEM DESCRIPTION /VENDOR NAME	C DESCRIPTION OF WORK	D VENDOR		F HOURLY QTY	G S U	H HOURLY RATE	I GROSS INVOICE	
			VENDOR DOC NO	VENDOR DOC DATE					
4.00	Site Logistics								
4.01	Site Logistics Labor	LABOR TRADE REGULAR 1.0			180 H		72.00	12,960.00	
4.02	Site Logistics Labor	LABOR TRADE REGULAR .5 PREMIUM			28 H		36.00	1,008.00	
4.03	M & T Investments Wyoming Inc	Street Sweeping	11312	6/9/2023				614.25	
								Site Logistics Total:	14,582.25
9.00	Rubbish Removal								
9.01	Hillen Hauling, LLC	Rubbish Removal	79293	6/30/2023				389.60	
								Rubbish Removal Total:	389.60
10.00	Erosion Control								
10.01	The Home Depot	Erosion Control	1040616	7/10/2023				52.54	
10.02	United Supply & Sales Co.	Erosion Control	246578	7/7/2023				148.26	
								Erosion Control Total:	200.80
12.00	Protection & Safety								
12.01	United Supply & Sales Co.	Protection & Safety	245937	6/19/2023				425.92	
12.02	United Supply & Sales Co.	Protection & Safety	246862	7/14/2023				146.57	
12.03	United Supply & Sales Co.	Protection & Safety	246762	7/12/2023				583.82	
								Protection & Safety Total:	1,156.31
24.00	Unit Masonry								
24.01	Jorgensen Construction, Inc.	Unit Masonry	08-4700178699	7/31/2023				15,166.25	
								Unit Masonry Total:	15,166.25
25.00	Structural Steel								
25.01	Drake Williams Steel, Inc.	Structural Steel Framing	08-4700178343	7/31/2023				40,548.20	
								Structural Steel Total:	40,548.20
36.00	Doors, Frames and Hardware - Supply								
36.01	Colorado Doorways, Inc.	Doors, Frames and Hardware - Supply	08-4700180606	7/31/2023				9,006.00	
								Doors, Frames and Hardware - Supply Total:	9,006.00
47.00	Plumbing & HVAC								
47.01	Design Mechanical, Inc.	Plumbing & HVAC	08-4700174784	7/31/2023				9,600.00	
								Plumbing & HVAC Total:	9,600.00
48.00	Electrical								
48.01	Tower Electric, Inc.	Electrical	08-4700175508	7/31/2023				177,059.00	
								Electrical Total:	177,059.00
49.00	Earthwork								
49.01	RME Ltd., LLC dba Elite Surface	Earthwork	08-4700174945	7/31/2023				24,523.00	
								Earthwork Total:	24,523.00
54.00	General Conditions								
54.01	GC Monthly Installment						7/31/2023	41,621.64	
								General Conditions Total:	41,621.64
61.00	Fee								
61.01	Fee							28,433.22	
								Fee Total:	28,433.22
								Total Construction:	362,286.27

M T Investments Wyoming LLC

PO Box 2480
 Cheyenne, WY 82003
 307.274.5880
 ar@fivestarsweepers.com

10161666
 220552

Invoice



BILL TO
 Turner Construction Company
 1401 Zuni St
 Denver, CO 80204

SHIP TO
 Turner Construction Company
 1401 Zuni St
 Denver, CO 80204

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
11312	06/09/2023	\$614.25	07/09/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/02/2023	Sweeping Service	220552	3	195.00	585.00
06/02/2023	Fuel Surcharge	5% Fuel Surcharge	1	29.25	29.25

PLEASE NOTE OUR NEW MAILING ADDRESS:

BALANCE DUE

\$614,25

Please mail all checks with remits to
 PO BOX 2480
 Cheyenne, WY 82003



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

220552
 10158765
 5700019944

Invoice

Date	Invoice #
06/30/2023	79293
Invoice Total	
389.60	

Bill To:

TURNER
 1401 ZUNI
 DENVER CO 80204

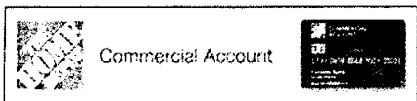
Service Address:

TURNER
 13500 E COLFAX ST
 AURORA CO 80045

Account No. 01-3473 5
 Due Date 07/30/2023

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
06/26/23	WORK ORDER#: 78638 1ST AM 30YD TRASH DRT	1.00		350.00	
06/26/23	30YD TRASH TN DUMP FEE TKT# 2081056	5.66	60.000	39.60	
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE			Total Invoice:	389.60	
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	1,089.60	0.00	0.00	0.00	1,089.60
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 07/30/2023		Invoice #: 79293	
Billing Name: TURNER					



TURNER CONSTRUCTION CO
1401 ZUNI STREET
SUITE 301

INVOICE

Invoice #: 1040616

Please pay from this invoice.

Account xxxx xxxx xxxx 6909
Transaction Date 07/10/23
Total Invoice Due
by 09/30/23 \$52.54
Balance Due if paid online
by 07/30/23 \$51.57

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00105	CASTANEDA ANTHONY	CASTANEDA ANTHONY	220552	
Store / Register #: 1503, THORNTON, CO / 4				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SP WEED & GRASS ACCUSHOT SPRAY 4/1.3	10010150270000100004	1.0000	EA	\$19.97	\$19.97
ECHO TRIMMER LINE: 1LB .095	00006800400003700006	1.0000	EA	\$19.47	\$19.47
CHAMPION 852 ECO SPARK PLUG	10020057540003700016	1.0000	EA	\$8.98	\$8.98

SUBTOTAL \$48.42
TAX \$4.12
SHIPPING \$0.00
TOTAL \$52.54

Early Pay Discount \$0.97
Balance Due if paid online
by 07/30/23 \$51.57

Please pay from this invoice.

The 2% early pay discount is applied to the purchase subtotal (excluding sales tax) on invoices paid online within 20 days of the transaction date.

Questions About Your Account ACCT MGR ADELE BROWN EXT 5222863
 EMAIL ADELE.BROWN@CITI.COM
 PHONE 1-800-494-1946 (TTY: 711)
 FAX 1-877-969-6282

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 2 8 HP 10 This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.



P.O. Box 70420
St. Louis, MO 63179

Your Account Number is xxxx xxxx xxxx 6909

Amount Due \$52.54
Due Date September 30, 2023
Invoice Number 1040616

Invoice Enclosed

Amount Enclosed: \$

Print address changes on the reverse side.
Make Checks Payable to ▾

TURNER CONSTRUCTION CO
1401 ZUNI STREET
SUITE 301
DENVER, CO 80204-2304

HOME DEPOT CREDIT SERVICES
DEPT. xx - xxxxxx6909
PO BOX 9001043
LOUISVILLE, KY 40290-1043

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 7/7/23 2:22

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 8/6/23 TERMINAL: 564 ORDER: 780815
 SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 246578

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	4	4	EA	MIFUEL	50:1 TRU-FUEL		4	34.25 /EA	137.00
2	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	.28 *

TAXABLE 137.28
 NON-TAXABLE 0.00
 SUBTOTAL 137.28

** AMOUNT CHARGED TO STORE ACCOUNT ** 148.26

AURORA 3.750% 5.15
 ARAPAHOE COUNTY 0.25 0.34
 COLORADO & RTD 4.000 5.49

TAX AMOUNT 10.98

TOTAL 148.26

TOT WT: 0.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 6/19/23 12:48
 SOLD TO: TURNER CONSTRUCTION SHIP TO: (175) FITZ 500 DUE DATE: 7/19/23 TERMINAL: 564 ORDER: 778675
 1401 ZUNI STREET TONY-303.590.8584
 STE 301 13500 EAST COLFAX AVE
 DENVER CO 80204 AURORA CO 80045
 SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 245937

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	10	10	EA	MIS'	5' T-POST		10	6.95 /EA	69.50
2	2	2	EA	PRBFHD4100GR	4'X100' ORANGE H.D. SAFETY FENCE		2	79.95 /EA	159.90
3	1	1	BX	RALCD100	LENS WIPE TOWELETTE 100-BX		1	6.50 /BX	6.50
4	10	10	EA	LUM2416	2X4 16' HEM FIR LUMBER		10	9.40 /EA	94.00
5	2	2	EA	TR50:1	1G 50:1 PRE MIX FUEL		2	29.95 /EA	59.90
6	1	1	EA	HG-9632	17OZ ANT/ROACH SPRAY		1	4.29 /EA	4.29
7	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	.28

TAXABLE 394.37
 NON-TAXABLE 0.00
 SUBTOTAL 394.37

** AMOUNT CHARGED TO STORE ACCOUNT ** 425.92

AURORA 3.750% 14.79
 ARAPAHOE COUNTY 0.25 0.99
 COLORADO & RTD 4.000 15.77

TAX AMOUNT 31.55
TOTAL 425.92

TOT WT: 170.00

X _____
 Received By

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 178 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 7/14/23 10:42

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (178) CORPOREX
 TONY 303.590.8584
 13500 EAST COLFAX AVE
 AURORA CO 80045

DUE DATE: 8/13/23 TERMINAL: 564
 ORDER: 781729

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 246862

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	100	100	EA	PROSHACAP100-7	DEPC-110 BARGARD REBAR CAP		100	1.29 /EA	129.00
2	1	1	EA	MIWATER	16-OZ 40 PACK BOTTLED WATER		1	6.95 /EA	6.95 N
3	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	.28 *

TAXABLE 129.28
 NON-TAXABLE 6.95
 SUBTOTAL 136.23

** AMOUNT CHARGED TO STORE ACCOUNT ** 146.57

AURORA 3.750% 4.85
 ARAPAHOE COUNTY 0.25 0.32
 COLORADO & RTD 4.000 5.17

TAX AMOUNT 10.34

TOTAL 146.57

TOT WT: 0.00

X _____
 Received By

**United Supply
555 S. Jason St.
Denver CO 80223**

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 178 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 7/12/23 1:10

SOLD TO: TURNER CONSTRUCTION
1401 ZUNI STREET
STE 301
DENVER CO 80204

SHIP TO: (178) CORPOREX
TONY 303.590.8584
13500 EAST COLFAX AVE
AURORA CO 80045

DUE DATE: 8/11/23 TERMINAL: 564
ORDER: 781402

SALESPERSON: CV CHRIS VAN HEUKELEM
TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 246762

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	70	70	EA	LUM2412	2X4 12' HEM FIR LUMBER		70	6.29 /EA	440.30
2	1	1	EA	PO20RFS	20X100' STRING REINFORCED POLY		1	100.00 /EA	100.00
3	1	1	EA	D	DELIVERY FEE COLORADO		1	0.28 /EA	28

TAXABLE 540.58
NON-TAXABLE 0.00
SUBTOTAL 540.58

** AMOUNT CHARGED TO STORE ACCOUNT ** 583.82

AURORA 3.750% 20.27
ARAPAHOE COUNTY 0.25 1.35
COLORADO & RTD 4.000 21.62

TAX AMOUNT 43.24
TOTAL 583.82

TOT WT: 896.00

X _____
Received By

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:
Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:
Jorgensen Construction
11037 North Clay Drive
Westminster, Colorado 80234

PROJECT:
Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:

APPLICATION NO: 8
PERIOD TO: 07/31/23
CONTRACT FOR: 4700178699 - Masonry
CONTRACT DATE: 01/19/23
PROJECT NOS: 300392-220552

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	145,181.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	145,181.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	15,166.25
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	758.31
b. 0.0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	758.31
6. TOTAL EARNED LESS RETAINAGE	\$	14,407.94
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	14,407.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	130,773.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jorgensen Construction

By: Kent Jorgensen Date: July 18, 2023
State of: _____ County of: _____
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,407.94

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
001	Level P 1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
002	CMU, Rebar, Mortar grout etc	11,100.00	0.00	11,100.00	0.00	11,100.00	100.0%	0.00	555.00
003	Labor, Equipment	18,275.00	0.00	2,741.25	0.00	2,741.25	15.0%	15,533.75	137.06
004	Elevator CMU	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
005	Cmu, Mortar Grout etc	35,782.00	0.00	0.00	0.00	0.00	0.0%	35,782.00	0.00
006	Labor, Equipment	62,450.00	0.00	0.00	0.00	0.00	0.0%	62,450.00	0.00
007	Mobilization/Submittals	2,650.00	0.00	1,325.00	0.00	1,325.00	50.0%	1,325.00	66.25
008	Install HMD.	5,124.00	0.00	0.00	0.00	0.00	0.0%	5,124.00	0.00
009	Alternate	9,800.00	0.00	0.00	0.00	0.00	0.0%	9,800.00	0.00
	GRAND TOTAL	\$145,181.00	\$0.00	\$15,166.25	\$0.00	\$15,166.25	10.4%	\$130,014.75	\$758.31

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Kent Jorgensen PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Fourteen thousand four hundred seven and 94/100 dollars \$14,407.94
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 08-4700178699, \$14,407.94

Previous Unpaid Invoices: 0

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Kent Jorgensen CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Jorgensen Construction

ADDRESS: 11037 North Clay Drive
Westminster, Colorado 80234

SIGNED: Kent Jorgensen
TITLE: President & CEO

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:
Turner Construction Company (DEN)
1401 Zum Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:
DWS Midwest LLC
2301 Hickory St
Omaha, Nebraska 68108

PROJECT:
Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:

APPLICATION NO: 8
PERIOD TO: 07/31/23
CONTRACT FOR: 4700178343 - Metals Work
CONTRACT DATE: 05/05/23
PROJECT NOS: 300392-220552

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>791,000.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1+2)	\$	<u>791,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	<u>140,897.00</u>
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	<u>7,044.85</u>
b. 0.0% of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>7,044.85</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>133,852.15</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>95,331.36</u>
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	<u>38,520.79</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>657,147.85</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DWS Midwest LLC

By: Paul Hart

Date: July 24, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 38,520.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8
APPLICATION DATE: 07/19/23
PERIOD TO: 07/31/23
ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Structural Steel	151,586.00	0.00	0.00	0.00	0.00	0.0%	151,586.00	0.00
00010	Erection	214,370.00	0.00	0.00	0.00	0.00	0.0%	214,370.00	0.00
0020	Textura	2,750.00	275.00	2,475.00	0.00	2,750.00	100.0%	0.00	137.50
0030	Stair 1 - Detail/Fabrication/Deliver	182,500.00	36,500.00	18,250.00	0.00	54,750.00	30.0%	127,750.00	2,737.50
0040	Stair 2 - Detail/Fabrication/Deliver	182,500.00	36,500.00	18,250.00	0.00	54,750.00	30.0%	127,750.00	2,737.50
0050	Structural Steel - CMU Wall Clips	52,050.00	26,025.00	0.00	0.00	26,025.00	50.0%	26,025.00	1,301.25
0060	Structural Steel - Elevator Steel	5,244.00	1,048.80	1,573.20	0.00	2,622.00	50.0%	2,622.00	131.10
	GRAND TOTAL	\$791,000.00	\$100,348.80	\$40,548.20	\$0.00	\$140,897.00	17.8%	\$650,103.00	\$7,044.85

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] [Paul Hart] PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Thirty eight thousand five hundred twenty and 79/100 dollars \$38,520.79
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 08-4700178343, \$38,520.79

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: _____ dollars _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] [Paul Hart] CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: DWS Midwest LLC

ADDRESS: 2301 Hickory St
Omaha, Nebraska 68108

SIGNED: Paul Hart
TITLE: Project Manager

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:
Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:
Colorado Doorways, Inc.
5151 Bannock St., #17
Denver, Colorado 80216

PROJECT:
Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:

APPLICATION NO: 8
PERIOD TO: 07/31/23
CONTRACT FOR: 4700180606 - Doors, Frames, &
Hardware Supply
CONTRACT DATE: 03/02/23
PROJECT NOS: 300392-220552

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 9,731.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ 9,731.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 9,731.00
- 5. RETAINAGE:
 - a. 5.0% of Completed Work
(Column D + E on G703) \$ 486.55
 - b. 0.0% of Stored Material
(Column F on G703) \$ 0.00
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 486.55
- 6. TOTAL EARNED LESS RETAINAGE \$ 9,244.45
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 688.75
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 8,555.70
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 486.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Colorado Doorways, Inc.

By: Greg Hartl
State of: _____ County of: _____

Date: July 11, 2023

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 8,555.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] – 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E-F)	% (G / C)		
00010	Doors, Frames, & Hardware	9,731.00	725.00	9,006.00	0.00	9,731.00	100.0%	0.00	486.55
	GRAND TOTAL	\$9,731.00	\$725.00	\$9,006.00	\$0.00	\$9,731.00	100.0%	\$0.00	\$486.55

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] [Greg Hartl] PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Eight thousand five hundred fifty five and 70/100 dollars \$8,555.70

covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 08-4700180606, \$8,555.70

Previous Unpaid Invoices: DRAW 7 JUNE 2023 \$ 688.75

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] [Greg Hartl] CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Colorado Doorways, Inc.

ADDRESS: 5151 Bannock St. #17
Denver, Colorado 80216

SIGNED: Greg Hartl
TITLE: CFO

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:
Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:
Design Mechanical
312 CTC Blvd.
Louisville, Colorado 80027

PROJECT:
Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:

APPLICATION NO: 8
PERIOD TO: 07/31/23
CONTRACT FOR: 4700174784 - Mechanical & Plumbing
CONTRACT DATE: 10/11/22
PROJECT NOS: 300392-220552

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 346,655.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ 346,655.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 158,368.00
- 5. RETAINAGE:
 - a. 5.0% of Completed Work
(Column D + E on G703) \$ 7,918.40
 - b. 0.0% of Stored Material
(Column F on G703) \$ 0.00
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,918.40
- 6. TOTAL EARNED LESS RETAINAGE \$ 150,449.60
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 141,329.60
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 9,120.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 196,205.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Design Mechanical

By: Erin Goss
State of: _____ County of: _____

Date: July 14, 2023

Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 9,120.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
00010	Mechanical & Plumbing	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
100	Pre-Con/Submittals	17,500.00	17,500.00	0.00	0.00	17,500.00	100.0%	0.00	875.00
105	Underground Plumbing Materials	28,000.00	28,000.00	0.00	0.00	28,000.00	100.0%	0.00	1,400.00
110	Underground Plumbing Labor	57,880.00	57,880.00	0.00	0.00	57,880.00	100.0%	0.00	2,894.00
115	SOI Materials	15,000.00	0.00	0.00	0.00	0.00	0.0%	15,000.00	0.00
120	SOI Labor	4,500.00	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00
125	Trench Drain Materials	12,500.00	12,500.00	0.00	0.00	12,500.00	100.0%	0.00	625.00
130	Trench Drain Labor	4,500.00	4,500.00	0.00	0.00	4,500.00	100.0%	0.00	225.00
135	Above Ground Plumbing Materials	60,000.00	4,200.00	4,800.00	0.00	9,000.00	15.0%	51,000.00	450.00
140	Above Ground Plumbing Labor	96,000.00	0.00	4,800.00	0.00	4,800.00	5.0%	91,200.00	240.00
145	HVAC Equipment Materials	16,500.00	8,688.00	0.00	0.00	8,688.00	52.7%	7,812.00	434.40
150	HVAC Equipment Labor	3,375.00	0.00	0.00	0.00	0.00	0.0%	3,375.00	0.00
155	Start-Up Materials	2,500.00	0.00	0.00	0.00	0.00	0.0%	2,500.00	0.00
160	Start-Up Labor	12,900.00	0.00	0.00	0.00	0.00	0.0%	12,900.00	0.00
170	Engineering	15,500.00	15,500.00	0.00	0.00	15,500.00	100.0%	0.00	775.00
	GRAND TOTAL	\$346,655.00	\$148,768.00	\$9,600.00	\$0.00	\$158,368.00	45.7%	\$188,287.00	\$7,918.40

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Erin Goss PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Nine thousand one hundred twenty dollars \$9,120.00

covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 08-4700174784, \$9,120.00

Previous Unpaid Invoices: 0.00

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Erin Goss CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$141,329.60
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Design Mechanical

ADDRESS: 312 CTC Blvd.
Louisville, Colorado 80027

SIGNED: Erin Goss
TITLE: Job Cost Accountant

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Turner Construction Company (DEN) 1401 Zuni Street, Suite 301 Denver, Colorado 80204 FROM CONTRACTOR: Tower Electric Inc. 621 Southpark Dr., Suite 1500 Littleton, Colorado 80120	PROJECT: Corporex - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 8 PERIOD TO: 07/31/23 CONTRACT FOR: 4700175508 - Electrical CONTRACT DATE: 11/01/22 PROJECT NOS: 300392-220552	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,014,960.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 1,014,960.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 573,559.00
5. RETAINAGE:	
a. 5.0% of Completed Work (Column D + E on G703)	\$ 28,677.95
b. 0.0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 28,677.95
6. TOTAL EARNED LESS RETAINAGE	\$ 544,881.05
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 376,675.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 168,206.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 470,078.95
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tower Electric Inc.

By: DJ Jarman Date: July 18, 2023
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **168,206.05**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Mobilization and Layout	93,059.00	66,000.00	27,059.00	0.00	93,059.00	100.0%	0.00	4,652.95
	Engineering	13,000.00	13,000.00	0.00	0.00	13,000.00	100.0%	0.00	650.00
	Switchgear	116,638.01	104,500.00	0.00	0.00	104,500.00	89.6%	12,138.01	5,225.00
	Service Entrance	42,756.60	10,000.00	0.00	0.00	10,000.00	23.4%	32,756.60	500.00
	Sub Feeders	34,597.79	0.00	0.00	0.00	0.00	0.0%	34,597.79	0.00
	Grounding Systems	6,852.72	0.00	0.00	0.00	0.00	0.0%	6,852.72	0.00
	Site Lighting	48,688.02	12,000.00	0.00	0.00	12,000.00	24.6%	36,688.02	600.00
	Site Power	1,030.11	0.00	0.00	0.00	0.00	0.0%	1,030.11	0.00
	Building Lighting	334,368.38	120,000.00	150,000.00	0.00	270,000.00	80.7%	64,368.38	13,500.00
	Building Lighting Labor	50,000.00	0.00	0.00	0.00	0.00	0.0%	50,000.00	0.00
	Branch Lighting	109,927.16	12,000.00	0.00	0.00	12,000.00	10.9%	97,927.16	600.00
	Branch Power	67,907.91	13,000.00	0.00	0.00	13,000.00	19.1%	54,907.91	650.00
	EV Chargers	16,505.47	6,000.00	0.00	0.00	6,000.00	36.4%	10,505.47	300.00
	HVAC/Mechanical	14,003.42	2,000.00	0.00	0.00	2,000.00	14.3%	12,003.42	100.00
	Fire Alarm System	48,101.14	27,000.00	0.00	0.00	27,000.00	56.1%	21,101.14	1,350.00
	Excavation/Backfill	17,524.27	11,000.00	0.00	0.00	11,000.00	62.8%	6,524.27	550.00
00010	Electrical	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
	GRAND TOTAL	\$1,014,960.00	\$396,500.00	\$177,059.00	\$0.00	\$573,559.00	56.5%	\$441,401.00	\$28,677.95

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] DJ Jarman PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: One hundred sixty eight thousand two hundred six and 05/100 dollars \$168,206.05
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 1529-6, \$168,206.05

Previous Unpaid Invoices: June \$208,050.00 (Net)

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] DJ Jarman CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$168,625.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Tower Electric Inc.

ADDRESS: 621 Southpark Dr. Suite 1500
Littleton, Colorado 80120

SIGNED: DJ Jarman
TITLE: Controller

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Turner Construction Company (DEN) 1401 Zuni Street, Suite 301 Denver, Colorado 80204 FROM CONTRACTOR: RME Ltd LLC dba Elite Surface Infrastructure 115 Inverness Drive East, Suite 100 Englewood, Colorado 80112	PROJECT: Corporate - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 8 PERIOD TO: 07/31/23 CONTRACT FOR: 4700174945 - Earthwork & Site Utilities CONTRACT DATE: 10/13/22 PROJECT NOS: 300392-220552	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 809,785.00
2. Net Change by Change Orders	\$ 53,380.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 863,165.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 466,100.00
5. RETAINAGE:	
a. 5.0% of Completed Work (Column D + E on G703)	\$ 23,305.00
b. 0.0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 23,305.00
6. TOTAL EARNED LESS RETAINAGE	\$ 442,795.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 419,498.15
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 23,296.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 420,370.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$28,857.00	\$0.00
Total approved this Month	\$24,523.00	\$0.00
TOTALS	\$53,380.00	\$0.00
NET CHANGES by Change Order		\$ 53,380.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RME Ltd LLC dba Elite Surface Infrastructure

By: Renee Dalt Date: July 24, 2023
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 23,296.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8

APPLICATION DATE: 07/19/23

PERIOD TO: 07/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D		E	F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
			WORK COMPLETED							
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
001	100 - Earthwork Mobilization	36,500.00	36,500.00	0.00		0.00	36,500.00	100.0%	0.00	1,825.00
001	110 - Sediment Basin & Diversion Ditches	21,800.00	21,800.00	0.00		0.00	21,800.00	100.0%	0.00	1,090.00
001	120 - Initial Erosion Control	17,850.00	17,850.00	0.00		0.00	17,850.00	100.0%	0.00	892.50
001	130 - Site Grading	98,000.00	70,270.00	0.00		0.00	70,270.00	71.7%	27,730.00	3,513.50
001	140 - Structural Earthwork	217,000.00	217,000.00	0.00		0.00	217,000.00	100.0%	0.00	10,850.00
001	150 - Export Excess Materials	37,500.00	37,500.00	0.00		0.00	37,500.00	100.0%	0.00	1,875.00
001	160 - Export RAP Spoils	11,800.00	11,800.00	0.00		0.00	11,800.00	100.0%	0.00	590.00
001	170 - Utility Mobilization	11,530.60	0.00	0.00		0.00	0.00	0.0%	11,530.60	0.00
001	180 - Sanitary Sewer Onsite	14,000.00	0.00	0.00		0.00	0.00	0.0%	14,000.00	0.00
001	190 - Office Building Sewer Service	29,700.00	0.00	0.00		0.00	0.00	0.0%	29,700.00	0.00
001	200 - Sewer Main On Xanadu	147,000.00	0.00	0.00		0.00	0.00	0.0%	147,000.00	0.00
001	210 - Water Lines	32,000.00	0.00	0.00		0.00	0.00	0.0%	32,000.00	0.00
001	220 - Traffic Control At Xanadu	19,200.00	0.00	0.00		0.00	0.00	0.0%	19,200.00	0.00
001	230 - Storm Drainage	85,000.00	0.00	0.00		0.00	0.00	0.0%	85,000.00	0.00
001	240 - Asphalt Patching Mob	1,600.00	0.00	0.00		0.00	0.00	0.0%	1,600.00	0.00
001	250 - Xanadu Asphalt Patching	29,304.40	0.00	0.00		0.00	0.00	0.0%	29,304.40	0.00
001	260 - CO 001 Survey	7,219.00	7,219.00	0.00		0.00	7,219.00	100.0%	0.00	360.95

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Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 8
 APPLICATION DATE: 07/19/23
 PERIOD TO: 07/31/23
 ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
001	270 - CO 002 Net Zero	437,220.00	0.00	0.00	0.00	0.00	0.0%	437,220.00	0.00
001	270 - CO 002 Net Zero	(437,220.00)	0.00	0.00	0.00	0.00	0.0%	(437,220.00)	0.00
001	280 - CO 003 Snow Removal	3,915.00	3,915.00	0.00	0.00	3,915.00	100.0%	0.00	195.75
001	290 - CO 003 Frost Removal Equipment/Labor	10,845.00	10,845.00	0.00	0.00	10,845.00	100.0%	0.00	542.25
001	300 - CO 004 Additional Earthwork	6,878.00	6,878.00	0.00	0.00	6,878.00	100.0%	0.00	343.90
001	310 - CO 005 Temp Road	24,523.00	0.00	24,523.00	0.00	24,523.00	100.0%	0.00	1,226.15
	GRAND TOTAL	\$863,165.00	\$441,577.00	\$24,523.00	\$0.00	\$466,100.00	54.0%	\$397,065.00	\$23,305.00

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Renee Dahl PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Twenty three thousand two hundred ninety six and 85/100 dollars \$23,296.85
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 07/31/2023, 220454-07, \$23,296.85

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 07/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Renee Dahl CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$410,969.05
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: RME Ltd LLC dba Elite Surface
Infrastructure

ADDRESS: 115 Inverness Drive East Suite 100
Englewood, Colorado 80112

SIGNED: Renee Dahl
TITLE: Cash Manager

EXHIBIT B
FORM OF PROJECT FUND REQUISITION
FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3
(IN THE CITY OF AURORA)
ARAPAHOE COUNTY, COLORADO
LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING
AND IMPROVEMENT BONDS
SERIES 2021A-1

Requisition No. 16

\$1,868,311.13

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the "Indenture") between the Fitzsimons Village Metropolitan District No. 3 (the "District") and UMB Bank, n.a., as trustee ("Trustee"). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$1,868,311.13.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Corporex Development and Construction Management LLC, 100 E. Rivercenter Blvd, Suite 1100, Covington, KY 41011__
3. Payment is due to the above person for (describe nature of the obligation): Invoices related to design of capital improvements.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.


7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 9 day of August, 2023.

Suzanne Schlicht, as District Representative

By  _____
 Name Suzanne Schlicht _____
 Title President _____

Gigi Pangindian, as District Accountant

By  _____
