

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

DATE:	Wednesday, May 10, 2023
TIME:	1:30 p.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
Brittanny Havard	Secretary	May, 2027
VACANT	Treasurer	May, 2023
VACANT	Assistant Secretary	May, 2025
Bob Dapper	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
VACANT	Secretary	May, 2025
Brittanny Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2023
Brian Ratner	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. 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.
- B. Review and consider approval of JHL contract for bridge repairs (enclosure). (District 1)
- C. Construction impact on Districts.

III. CONSENT AGENDA

- A. Review and consider approval of minutes from the March 8, 2023 regular board meeting (enclosure).

IV. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$879,465.17 (enclosure). (District 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$23,644.89 (enclosure). (District 3)
- C. Conduct Public Hearing to consider amendment of the 2022 Budgets. If necessary, consider adoption of Resolutions to Amend the 2022 Budgets (enclosure). (Districts 1 and 3)
- D. District No. 1 ratified approval of Corporex Development and Construction Management, LLC (“CDCM”) Pay Apps for garage construction and other Pay Apps in the amount of \$361,888.60
- E. District No. 3 ratified approval of Draw Request No. 9 in the amount of \$361,888.60, Requisition Request No. 12 in the amount of \$361,888.60 for Pay Apps and other expenses (enclosure).
- F. District No. 1 approval of Corporex Development and Construction Management, LLC (“CDCM”) Pay Apps for garage construction in the amount of \$914,345.79 (enclosure).
- G. District No. 3 approval of Draw Request No. 10 in the amount of \$914,345.79, Requisition Request No. 13 in the amount of \$914,345.79 for Pay Apps and other expenses (enclosure).

H. Review and consider approval of March 31, 2023 financial statements (to be distributed).

I. Update on O&M (Districts 1-3).

V. LEGAL MATTERS

A. Consider appointment of officers.

President: _____

Secretary: _____

Treasurer _____

Assistant Secretary: _____

Assistant Secretary: _____

VI. DIRECTOR MATTERS

A. Other.

VII. OTHER BUSINESS

A. Other

VIII. ADJOURNMENT

THE NEXT REGULAR SCHEDULED MEETING IS ON JUNE 14, 2023.

AGREEMENT FOR PRECONSTRUCTION SERVICES
(Fitzsimons Village Metropolitan District No. 1)

THIS AGREEMENT FOR PRECONSTRUCTION SERVICES (this “Agreement”) is entered into and effective the ___ day of _____, 2023 (the “Effective Date”), by and between FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and JHL CONSTRUCTORS LLC, a Colorado limited liability company (“Contractor”) (District and Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties”), to set forth the Parties’ mutual understandings and agreements.

RECITALS

WHEREAS, District desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth herein, the Parties agree as follows:

1. PERFORMANCE OF SERVICES. District does hereby engage the Contractor to perform and provide the general maintenance services hereinafter set forth, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel required to perform its services under and pursuant to this Agreement.

2. EXHIBITS TO AGREEMENT. The following exhibits (the “Exhibits”) are attached to this Agreement, and the provisions of the following Exhibits are expressly incorporated into this Agreement and thus made an integral part hereof:

Exhibit A: Preconstruction Services Agreement dated April 10, 2023

In the event of any conflict or inconsistency between the text of this Agreement and the Exhibits, the text of this Agreement shall control.

3. SCOPE OF SERVICES. Contractor shall provide those services described and set forth on the Exhibits in the manner and to the extent described in the Exhibits and this Agreement (the “Work”). The Parties agree that to the extent the Exhibits do not contain all necessary details and information regarding the Work, Contractor will take direction from the District Representative (as defined herein) and will not perform any services contrary to or in excess of the District Representative’s direction.

4. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date of this Agreement first set forth above and shall terminate on the earlier to occur of completion of the Work or December 31, 2023, provided this agreement may be extended at any time upon mutual written agreement of the Parties.

5. COMPENSATION; COMPLETION OF WORK. As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor for the Work performed consistent with this Agreement and the Exhibits. Unless otherwise agreed by the Parties, Contractor shall provide invoices to the District on a monthly basis no later than the 5th day of each month for the Work performed in the preceding month, describing the Work underlying such invoices in reasonable detail. The District will make payments or provide reasonable objection(s) to all or any portion of the Work claimed to have been provided in each invoice within thirty (30) days of receipt of such invoice. If the District objects to only a portion of the Work claimed to have been completed, the District shall pay the amount not in dispute. In the event the District objects to payment of all or any portion of an invoice submitted by Contractor, the District shall reasonably describe the deficiency of the subject Work, and Contractor shall use its best efforts to make any changes or take any action necessary to correct any such deficiencies. In the event that material deficiencies are not corrected, the District shall be entitled to terminate this Agreement and shall be released from any further obligations to provide any additional compensation to be paid to Contractor in accordance herewith.

In addition, when so directed by the District Representative in writing, the Contractor may perform additional Work and be compensated on a time and materials basis at the applicable rates set forth in the Exhibits or as otherwise agreed upon in writing by the Parties. Upon completion of any such additional Work, Contractor shall include the additional Work in its monthly invoices or submit an invoice to the District detailing the additional Work completed, as appropriate. Additional work performed without prior written authorization of the District Representative will not be compensated.

6. COORDINATION WITH DISTRICT. The District hereby identifies **Anna Jones, the District's Manager**, or her designee, as the District's representative for the purposes of this Agreement (the "District Representative") and authorizes the District Representative to act on behalf of the District in directing, supervising, modifying as necessary, and accepting the services to be performed by Contractor hereunder. The District Representative shall have the authority to make service- or Agreement-related decisions that do not require approval from the Board of Directors of the District.

7. LIABILITY; INSURANCE. Contractor hereby assumes the entire responsibility and liability for any and all damage and injury due to any negligent act, omission or willful misconduct of Contractor of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of or resulting from the labor or material or both or occurring in connection with Contractor's performance of this Agreement and agrees to fully defend and indemnify the District and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage, or injury

growing out of, resulting from, or occurring in connection with any negligent act, omission or willful misconduct of Contractor in Contractor's performance of this Agreement.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers' Compensation Insurance as required by State of Colorado law.
- B. Comprehensive Commercial General Liability Insurance with minimum coverage limits of liability of \$1,000,000 general aggregate and \$1,000,000 each occurrence.
- C. Motor Vehicle Liability Insurance as required by State of Colorado law.
- D. Professional Liability Insurance with minimum coverage limits of liability of \$1,000,000.

The District shall be added as an Additional Insured on the Contractor's Comprehensive Commercial General Liability policy. The Contractor's policy shall be primary to any other insurance policies held by the District or any other additional insured, and no other insurance of the District will be called on to contribute to a loss. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance. If requested by the District, Contractor shall, prior to commencement of Work, provide the District with certificates of insurance evidencing the policies listed above, which certificates shall state that the District is named as an additional insured for all general liability insurance and shall contain a statement that the policies certified shall not be cancelled nor materially modified without 10 days' prior written notice to the District.

8. STANDARD OF PERFORMANCE; WARRANTY. Contractor shall perform the Work in a good and workmanlike manner, consistent with or in excess of industry standards and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any Work hereunder unless all applicable regulations are met. Contractor shall keep the work premises and adjoining ways free of waste materials and rubbish caused by the work and remove such waste on termination of the Work, as applicable.

9. GOOD FAITH AND FAIR DEALING. Without limiting any rights or obligations as specifically set forth herein, the Parties agree to act in good faith and deal fairly with one another pursuant to this Agreement.

10. INDEPENDENT CONTRACTOR. Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of District.

11. TERMINATION. Either Party may, upon seven (7) days’ notice, terminate this Agreement for convenience. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed to the date of termination.

District shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event of any default by Contractor. It shall be considered a default by Contractor whenever Contractor shall:

- a. disregard or violate important provisions of the Agreement or instructions of the District Representative, or fail to prosecute the Work according to the agreed-upon schedule of completion, including extensions thereof, if any; and/or
- b. fail to provide a qualified representative, competent workmen or subcontractors, or proper materials for the Work, or fail to make prompt payment therefore.

12. NOTICE. All notices, statements, demands, requirements, approvals or other communications and documents (“Communications”) required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below (“Notice Address”). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party’s Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party’s Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party’s Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if tele copied or sent electronically to the number or address designated in such Party’s Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

Contractor: JHL Constructors, LLC
 9100 E Panorama Dr., Ste 300
 Englewood, CO 8011
 Phone:
 Email:
 Attn:

District: Fitzsimons Village Metropolitan District No. 1
 c/o CliftonLarsonAllen LLP
 Attn: Anna Jones
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: (303) 779-5710
 Email: anna.jones@claconnect.com

With a copy to the District's Legal Counsel:

Fitzsimons Village Metropolitan District No. 1
 c/o Spencer Fane LLP
 Attn: Tom George
 1700 Lincoln Street, Suite 2000
 Email: tgeorge@spencerfane.com
 Phone: (303) 839-3800

The foregoing Notice Addresses may be changed at any time by a Party by submitting notice of such change to the other Party consistent with this section.

13. DEFAULT/REMEDIES. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

14. WAIVER. The waiver of any breach, or alleged breach, of this Agreement by either Party hereto shall not constitute a continuing waiver of any subsequent breach by said Party of the same or any other provision of this Agreement.

15. COLORADO OPEN RECORDS ACT. Contractor expressly recognizes that the District is a political subdivision of the State of Colorado and is subject to the provisions of the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. The District agrees to protect confidential, proprietary, trademark, copyrighted and otherwise protected materials of the Contractor, as applicable, but only to the extent such protection does not conflict with the Colorado Open Records Act and District's obligations thereunder.

16. DISCLOSURE: During the performance of the Work and for all time subsequent to completion of the Work, the Contractor agrees to treat as confidential and not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement. This provision shall survive termination of the Agreement.

17. FORCE MAJEURE. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control. Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this

Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

18. ASSIGNMENTS. Contractor agrees that it shall not assign this Agreement, or any of the amounts due it, or to become due hereunder, nor subcontract any portion of the Work without first obtaining written consent of the District. Any such assignment or subcontract without the District's consent shall be void *ab initio*.

19. APPROPRIATION/NO LIENS. Contractor acknowledges and agrees that District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations of District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District's Board of Directors for the purposes of the Agreement, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District or against any property of the District in the event of nonpayment of any amount due under this Agreement or for any other reason. Provided, however, the District hereby affirms that it has appropriated sufficient funds to meet its financial obligations as set forth in this Agreement.

20. CONTRACTOR'S OBLIGATIONS. Contractor shall pay, at no expense to the District, all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The District is exempt from sales and use taxes. It is Contractor's responsibility to obtain and use the sales tax exemption number of District to the extent appropriate and applicable. District shall not reimburse Contractor for sales or use taxes erroneously paid.

21. SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any Work performed hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

22. COVID-19 SAFETY. In addition to its other responsibilities as set forth in the Agreement, Contractor shall be responsible for Contractor's and any subcontractor's compliance in performing the services set forth in this Agreement with any and all applicable local, state and federal laws, rules, regulations, orders, ordinances, guidelines, recommendations and/or other directives related to the Coronavirus Disease 2019 (COVID-19), as any of the same may be amended or updated from time to time.

23. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver by the District, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.

24. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

25. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT. This Agreement contains the entire agreement between the Parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both Parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and permitted assigns, except as otherwise herein expressly provided.

26. ATTORNEY FEES. If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

27. GOVERNING LAW. The Parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the District Court in and for Arapahoe County, Colorado.

28. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered electronically in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other.

29. THIRD PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

30. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CONTRACTOR:

JHL CONSTRUCTORS LLC

Signature: _____

Name: _____

Title: _____

DISTRICT:

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1

Signature: _____

Name: _____

Title: _____

EXHIBIT A

[attach JHL Constructors Preconstruction Services Agreement document dated April 10, 2023]



Preconstruction Services Agreement

Date:	April 10, 2023
Project:	Fitzsimons Village Pedestrian Bridge Repair
Project Location:	Aurora, CO 80045
Owner:	Fitzsimons Village Metropolitan District No. 1
Owner Contact:	Nic Carlson, Nicholas.Carlson@claconnect.com – 303-265-7900
Owner Address:	8390 E. Crescent Pkwy, Suite 300, Greenwood Village, CO 80111

1. This letter constitutes an agreement for JHL Constructors (“The Contractor”) to provide preconstruction services and cost estimating services (the “Preconstruction Agreement”) for the Fitzsimons Village Pedestrian Bridge Repair project located on Colfax Ave in Aurora, CO on behalf of Fitzsimons Village Metropolitan District No. 1 (“The Owner”). Contractor will provide said services, as outlined below, from site visits, sub solicitation, material procurement and up to construction services. Documents as required to develop a complete Budget proposal prior to commencement of construction documents and an agreement for subcontract services.
2. Contractor shall provide adequate representation, including but not limited to project manager, estimator, and superintendent, to effectively execute Authorized Services. Services provided include the following:
 - Attendance at coordination meetings.
 - Participation in onsite investigations.
 - Constructability reviews and coordination with design consultants.
 - Bid list development and solicitation of subcontractors and vendors for the project.
 - Budgeting as required to properly inform the Owner.
 - Professional advisory services about the cost, schedule, and logistical impacts.
 - Phasing & means and methods recommendations.
 - Development of bid packages, if required (bridge and facade remediation, etc.).
 - Pre-construction scheduling and logistics planning.
 - Preparation final bid document pricing.
3. The mutually agreed upon lump sum fee for this proposal shall be \$10,000.00 based on approximately two (2) months of Preconstruction Services. Payment for these services shall be made monthly in two (2) equal payments. Payment shall be made by the Contractor within 30-days of receipt invoice. Reference Attachment A for details of Preconstruction Services.
4. The project scope is as shown in the concept design prepared by Michael Baker International 90% plan sets dated 10/26/2022;
 - The goal for construction cost is ~\$250,000.00.
 - This is for remediation of bridge damage, South bearing pads and facade remediation per Engineering stamped drawings.
 - Michael Baker International, as the Owner’s Design Consultant, will provide design to Contractor and Engineering oversight and testing.
5. Upon completion of the preconstruction phase of the project, JHL agrees to complete the remediation work. This is under the stipulation that a construction agreement is executed and in place.

OWNER:	CONSTRUCTION MANAGER:
(Signature of Authorized Agent)	(Signature of Authorized Agent)
Nic Carlson, Senior Associate	Robert Wahl, Vice President
Date:	Date:

Classification	Rate	Unit	QTY	Total
Senior Superintendent	\$ 125.00	HR	5	\$ 625.00
Senior Project Manager	\$ 155.00	HR	12	\$ 1,860.00
Field Engineer	\$ 95.00	HR	5	\$ 475.00
Senior Preconstruction Manager	\$ 155.00	HR	12	\$ 1,860.00
Estimator	\$ 115.00	HR	12	\$ 1,380.00
Misc Equipment (manlift & small tools)	\$ 3,800.00	LS	1	\$ 3,800.00
			TOTAL	\$ 10,000.00

* This is a Lump Sum Price & paid in full

**MINUTES OF A COMBINED SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF THE
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3
HELD
JANUARY 11, 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 Wednesday, January 11, 2023 at 1:30 p.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)

Director Ratner was absent and excused.

There are two vacancies on each of the Boards.

Also In Attendance Were:

Brenden Desmond; Spencer Fane LLP
Nicholas Carlson, Anna Jones, and Carrie Beacom; CliftonLarsonAllen LLP (“CLA”)
Keely Matson: Michael Baker International
Tom Banta; Corporex
Shelby Fania and Emanuel Martinez; Children’s Hospital

**ADMINISTRATIVE
MATTERS**

Call to Order/Disclosure of Potential Conflicts of Interest: Director Schlicht called the meeting to order at 1:31 p.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 amended to include bridge contractor repair updates, Children's hospital request for bridge and elevator security measures and discussion on light repair.

Public Comment: None.

Children's Hospital Request for Bridge/Elevator Security Measures: Mr. Martinez and Ms. Fania from Children's Hospital discussed the activities in the bridge that have been problematic. They indicated they would like to enhance security on the bridge and elevators from 7am- 7pm.

Following discussion, the Board provided direction to the management team to work with Children's Hospital to enhance security on the bridge, research potential ways to allow apartment dwellers or hotel guests to access the elevators if access becomes restricted at certain hours, and whether to close the elevators to general access during certain times of the day.

Bridge Update: Ms. Matson reported out regarding repairs to the bridge and indicated they are having difficulties attracting contractors to do the work. She also noted that they will continue to pursue. Discussion regarding the damage to the windows ensued. The management team will follow up with the insurance pool to include this item in the claim.

Other: None.

CONSENT AGENDA Approval of Minutes of the January 11, 2023 Combined Regular Meeting

Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard, upon vote, unanimously carried, the Board approved and ratified the consent agenda, as presented.

Other: None.

FINANCIAL MATTERS

Claims MD1: Ms. Beacom reviewed the claims with the Board. Discussion followed regarding reconciliation of the general fund costs when there are unexpected cost overages. Following discussion and review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District 1 Board approved the claims in the amount of \$910,409.00.

Claims MD3: Ms. Beacom reviewed the claims with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District 3 Board approved the claims in the amount of \$57,686.90.

December 31, 2022 Financial Statements MD1: Ms. Beacom reviewed the financial statements with the Board and indicated the need to amend the 2022 Budget. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and,

upon vote, unanimously carried, the Board accepted the December 31, 2022 Financial Statements, as presented.

December 31, 2022 Financial Statements MD2: Ms. Beacom reviewed the financial statements with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board accepted the December 31, 2022 Financial Statements, as presented.

December 31, 2022 Financial Statements MD3: Ms. Beacom reviewed the financial statements with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board accepted the December 31, 2022 Financial Statements, as presented.

District No. 1 Corporex Development and Construction Management LLC Pay Apps for Garage Construction: Ms. Beacom reviewed Corporex Development and Construction Management LLC (“CDCM”) Pay App No. 8 with the Boards. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board ratified approval the CDCM Pay App No. 8 for Garage Construction, in the amount of \$558,246.68.

District No. 3 Requisition No. 8 and Draw Request No. 7: These items were previously approved. No action was taken.

District No. 1 Corporex Development and Construction Management LLC Pay Apps for Garage Construction: Ms. Beacom reviewed Corporex Development and Construction Management LLC (“CDCM”) Pay App No. 9 with the Boards. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board approved the CDCM Pay App No. 9 for Garage Construction, in the amount of \$434,408.06.

District No. 3 Requisition No. 10, Requisition No. 11 and Draw Request No. 8: Ms. Beacom reviewed the Draw Request No. 8 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the Draw Request No. 8 in the amount of \$439,344.06.

Ms. Beacom reviewed the Requisition No. 10 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the Requisition No. 10 in the amount of \$434,408.06.

Ms. Beacom reviewed the Requisition No. 11 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the Requisition No. 11 in the amount of \$4,926.00.

Other: None.

LEGAL MATTERS **Other:** Tom Banta reported out on a related legal matter. No action was taken.

MANAGEMENT MATTERS **Bridge Update:** This item was covered during Administrative Matters.

Other: None.

DIRECTOR MATTERS **Other:** None.

OTHER BUSINESS **Other:** None.

ADJOURNMENT There being no further business to come before the Board at this time, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards adjourned the meeting at 2:52 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
INTERIM CLAIMS
MARCH 7, 2023 - MAY 1, 2023

Process Date	Vendor	Invoice Number	Payment Method	Amount
3/15/2023	CDR Construction LLC	1246	BILL Check	\$ 399.22
3/15/2023	Diversified Underground Inc.	27038	BILL Check	665.00
3/15/2023	HSS Inc	INV2277241	BILL EFT	566.40
3/15/2023	Martinson Services	Multiple	BILL Check	21,276.85
3/15/2023	TKE Corp	5002033788	BILL Check	443.75
3/15/2023	UNCC	223010510	BILL Check	38.70
3/15/2023	Xcel Energy	812205381	BILL Check	913.74
3/17/2023	CliftonLarsonAllen LLP	3560491	BILL EFT	3,338.48
3/17/2023	Martinson Services	Multiple	BILL Check	5,812.80
3/17/2023	Roth Property Maintenance LLC	64551	BILL Check	1,705.00
3/17/2023	Special District Association	Multiple	BILL Check	1,030.05
3/17/2023	Sustainable Landscapes Colorado LLC	4586	BILL EFT	823.64
3/17/2023	TKE Corp	5002055698	BILL Check	317.50
3/17/2023	Xcel Energy	816810400	BILL Check	960.84
4/7/2023	Corporex Development & Construction Management	Pay App 9	Other	434,408.06
4/14/2023	CDR Construction LLC	Multiple	BILL Check	1,253.95
4/14/2023	City of Aurora	Multiple	Other	37.82
4/14/2023	CliftonLarsonAllen LLP	3536513-2	BILL EFT	0.50
4/14/2023	CliftonLarsonAllen LLP	Multiple	BILL EFT	14,792.50
4/14/2023	Diversified Underground Inc.	Multiple	BILL Check	610.00
4/14/2023	HSS Inc	Multiple	BILL EFT	1,132.80
4/14/2023	Martinson Services	Multiple	BILL Check	12,217.45
4/14/2023	Roth Property Maintenance LLC	64733	BILL Check	1,705.00
4/14/2023	Spencer Fane	Multiple	Vendor Direct Virtual Card	2,592.00
4/14/2023	Sustainable Landscapes Colorado LLC	12727	BILL EFT	823.65
4/14/2023	TKE Corp	5002076318	BILL Check	822.50
4/14/2023	TKE Corp	3007165796	BILL Check	889.58
4/14/2023	UMB Bank, N.A.	942353	BILL EFT	7,000.00
4/14/2023	UNCC	223020508	BILL Check	14.19
4/14/2023	Xcel Energy	820488197	BILL Check	946.78
4/16/2023	City of Aurora	Multiple	Other	37.82
4/25/2023	Corporex Development & Construction Management	Pay App 10	Other	361,888.60
				\$ 879,465.17

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3
INTERIM CLAIMS
MARCH 7, 2023 - MAY 1, 2023

Process Date	Vendor	Invoice Number	Payment Method	Amount
3/17/2023	CliftonLarsonAllen LLP	3560669	BILL EFT	\$ 1,105.65
3/17/2023	Martinson Services	Multiple	BILL Check	2,491.20
3/17/2023	Special District Association	2023 Dues	BILL Check	348.75
3/17/2023	Spencer Fane	1170171	Vendor Direct Virtual Card	352.00
3/17/2023	Sustainable Landscapes Colorado LLC	4587	BILL EFT	695.18
3/17/2023	TCW Risk Management	12238	BILL Check	775.00
3/17/2023	UMB Bank, N. A.	939530	Other	4,000.00
4/14/2023	CliftonLarsonAllen LLP	Multiple	BILL EFT	7,501.87
4/14/2023	Martinson Services	Multiple	BILL Check	5,236.05
4/14/2023	Spencer Fane	1173354	Vendor Direct Virtual Card	444.00
4/14/2023	Sustainable Landscapes Colorado LLC	12728	BILL EFT	695.19
				\$ 23,644.89

**RESOLUTION TO AMEND 2022 BUDGET
FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 appropriated funds for the fiscal year 2022 as follows:

General Fund	\$ 460,000
Debt Service Fund 2020/2021	\$ 762,000

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2022; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on May 10, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 shall and hereby does amend the budget for the fiscal year 2022 as follows:

General Fund	\$ 600,000
Debt Service Fund 2020/2021	\$ 936,389

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

[remainder of page intentionally left blank; signature page follows]

ADOPTED this 10th day of May, 2023.

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1

By: _____
President

ATTEST:

Secretary

EXHIBIT A

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2022 BUDGET AMENDMENT**

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCES	\$ 7,200	\$ 7,200
REVENUES		
Developer advance - Corporex	178,980	277,434
Insurance Proceeds	-	33,888
Operations and Maintenance Fees	79,378	79,378
Parking Revenue	8,500	3,786
Interest Income	-	34
PIF - Excess Collection Fee	38,000	52,377
PIF - Operations and Maintenance	89,250	98,285
Property Taxes	5,088	5,091
Property Taxes - ARI	509	509
Specific Ownership Taxes	3,489	3,475
TIF Property Taxes	31,500	22,605
TIF Property Taxes - ARI	6,500	4,521
Transfer from Fitzsimons Village No. 2 - Taxes	20,106	19,917
Total revenues	461,300	601,300
Total funds available	468,500	608,500
EXPENDITURES		
General and Administrative		
Accounting	59,325	59,325
Accounting - Unbudgeted	-	4,953
ARI Payment	6,904	4,955
Audit	4,830	4,750
County Treasurer's Fee	84	84
District management	13,230	13,230
District management - unbudgeted	-	43,529
Election	15,000	2,698
Insurance	17,000	17,091
Dues and membership	3,000	882
Legal	25,000	23,342
Miscellaneous	5,127	17,738
Operations and Maintenance		
Operations and Maintenance	310,500	407,423
Total expenditures	460,000	600,000
Total expenditures and transfers out requiring appropriation	460,000	600,000
ENDING FUND BALANCES	\$ 8,500	\$ 8,500

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
OPERATIONS AND MAINTENANCE COST - DETAILS
2022 BUDGET AMENDMENT**

	BUDGET 2022	AMENDED 2022
Repairs and Maintenance		
Alternative Elevation/1 Able - Elevator Inspection	\$ 5,000	\$ -
HSS - security	10,500	5,706
ResComm - Window Cleaning (Bridge)	1,000	-
Roth Property Maintenance - Janitorial	16,275	22,585
Sustainable Landscape - Floral	6,500	10,462
Sustainable Landscapes - Landscape Maintenance"	15,000	52,150
TKE Corp. - Elevator Maintenance	3,150	3,441
UNCC - Utility Locating	270	364
Baysaver Cleaning	15,000	-
Colfax Bridge Painting	30,000	-
Colfax Bridge Repairs	-	88,613
Light Fixture Repairs	7,500	40,518
Inspection and Maintenance Report	5,000	2,243
Tree Maintenance	-	21,878
Various - Repairs & Maintenance	30,000	17,805
	<u>\$ 145,195</u>	<u>\$ 265,765</u>
Snow Removal		
Martinson - Snow Removal	\$ 95,000	\$ 89,614
Utilities		
Utilities	\$ 15,000	\$ 32,662
Parking Enforcement		
Republic Parking - Parking Enforcement	\$ 37,800	\$ 19,382
Contingency		
Contingency	\$ 7,005	\$ -
SUB-TOTAL	\$ 300,000	\$ 407,423
Property management		
Corporex - Property Management	\$ 10,500	\$ -
GRAND TOTAL	\$ 310,500	\$ 407,423

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
DEBT SERVICE FUND - (2020/2021 BONDS)
2022 BUDGET AMENDMENT**

5/1/23

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCES	\$ -	-
REVENUES		
AURA funding - Lodger Tax	294,000	209,897
AURA funding - Property Tax	380,000	628,982
AURA funding - Sales tax	78,000	63,693
PIF - Debt Service	10,000	33,817
Total revenues	<u>762,000</u>	<u>936,389</u>
Total funds available	<u>762,000</u>	<u>936,389</u>
EXPENDITURES		
General and administrative		
Debt Service		
Transfer to Fitzsimons Village No. 3 - AURA funding	752,000	902,572
Transfer to Fitzsimons Village No. 3 - PIF	10,000	33,817
Total expenditures	<u>762,000</u>	<u>936,389</u>
Total expenditures and transfers out requiring appropriation	<u>762,000</u>	<u>936,389</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>-</u>

**RESOLUTION TO AMEND 2022 BUDGET
FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 appropriated funds for the fiscal year 2022 as follows:

Debt Service Fund	\$ 2,336,873
-------------------	--------------

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2022; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on May 10, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 shall and hereby does amend the budget for the fiscal year 2022 as follows:

Debt Service Fund	\$ 2,413,000
-------------------	--------------

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

[remainder of page intentionally left blank; signature page follows]

ADOPTED this 10th day of May, 2023.

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3

By: _____
President

ATTEST:

Secretary

EXHIBIT A

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
2022 BUDGET AMENDMENT**

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 5,995,061	\$ 5,995,061
REVENUES		
Property taxes	62,950	62,950
Specific ownership tax	4,639	4,184
Public improvement fees	210,000	280,185
Interest income	5,675	89,158
Transfer from AURA - TIF property taxes	67,048	69,063
Transfer from Fitzsimons No. 1 - AURA Funding	752,000	902,572
Transfer from Fitzsimons No. 1 - PIF	10,000	33,817
Transfer from Fitzsimons No. 2 - Taxes	68,861	68,861
Total revenues	1,181,173	1,510,790
Total funds available	7,176,234	7,505,851
EXPENDITURES		
General and Administrative		
Paying agent fees	7,000	7,000
Contingency	-	3,919
Debt Service		
County Treasurer's fee	944	952
Bond Interest - 2021 Bonds	2,051,881	2,051,881
Transfers to Fitzsimons No. 1 - PIF	210,000	280,185
Transfers to Fitzsimons No. 1 - TIF Prop Tax	67,048	69,063
Total expenditures	2,336,873	2,413,000
TRANSFERS OUT		
Transfers to other funds	-	23,492
Total transfers out	-	23,492
Total expenditures and transfers out requiring appropriation	2,336,873	2,436,492
ENDING FUND BALANCE	\$ 4,839,361	\$ 5,069,359

No assurance provided. See summary of significant assumptions.

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: 10
 Application Date: 03/28/23
 Progress From: 03/01/23
 Progress To: 03/31/23
 Project Number: 22-xl006-001
 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)..... \$ 3,102,044.46
 5. Less 5% retained..... \$ 125,973.18
 6. Total earned less retained amount..... \$ 2,976,071.28
 7. Total amount previously approved (total from column D less retainage) \$ 2,614,182.68
 8. Current Amount Due **\$ 361,888.60**
 9. Balance to Finish (includes Retainage)..... \$ 13,641,839.54

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

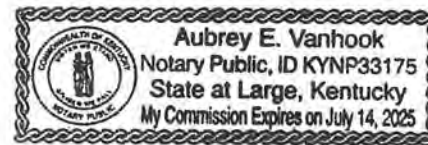
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Alan Bogart* Date: 3/20/23
 Alan Bogart, VP Construction

State of: Kentucky
 County of: Kenton
 Subscribed and sworn to before me this 20 day of March, 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: 10
 APPLICATION DATE: 3/28/2023
 PERIOD TO: 3/31/2023
 ARCHITECT'S PROJECT NO:

OWNER

A ITEM NO.	B DESCRIPTION OF WORK	C Original SCHEDULED VALUE	D TOTAL PRIOR ADJUSTMENTS	D ADJUSTMENTS THIS PERIOD	E Current/REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)	J % (G / C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE) 5%
						F FROM PREVIOUS APPLICATION (D + E)	G THIS PERIOD					
1	Building Construction											
	Concrete	9,425,446.00	-	-	9,425,446.00	1,732,644.16	256,229.77		1,988,873.93	21%	7,436,572.07	99,443.70
	Masonry	139,506.00	-	-	139,506.00				-	0%	139,506.00	0.00
	Metals	609,282.00	-	-	609,282.00				-	0%	609,282.00	0.00
	Woods, Plastics & Composites	5,075.00	-	-	5,075.00				-	0%	5,075.00	0.00
	Thermal & Moisture Protection	212,136.00	-	-	212,136.00				-	0%	212,136.00	0.00
	Openings, Glass & Glazing	65,239.00	-	-	65,239.00				-	0%	65,239.00	0.00
	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				-	0%	55,703.00	0.00
	Plumbing	421,770.00	-	(75,000.00)	346,770.00	48,410.40			48,410.40	14%	298,359.60	2,585.00
	HVAC	16,331.00	-	75,000.00	91,331.00	3,552.60		8,688.00	12,240.60	13%	79,090.40	434.40
	Electrical	1,040,313.00	-	-	1,040,313.00	76,233.00	21,500.00		97,733.00	9%	942,580.00	4,100.00
	Electronic Safety & Security	50,000.00	-	-	50,000.00				-	0%	50,000.00	0.00
	Earthwork	435,886.00	-	-	435,886.00	245,974.00			245,974.00	56%	189,912.00	12,298.70
	Exterior Improvements	184,147.00	-	-	184,147.00				-	0%	184,147.00	0.00
	Site Utilities	203,468.00	-	-	203,468.00	1,980.00	24,706.38		26,686.38	13%	176,781.62	1,334.32
	General Contractor's General Requirements	583,395.00	-	-	583,395.00	81,708.19	793.97		82,502.16	14%	500,892.84	127.31
	General Contractor's General Conditions	641,026.00	-	-	641,026.00	83,643.28	42,204.00		125,847.28	20%	515,178.72	
	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			133,657.00	81%	30,884.00	
	General Contractor's Fee	521,739.00	-	-	521,739.00	69,340.28	8,640.15		77,980.43	15%	443,758.57	
	Corporex Staffing & Fee (3%)	474,288.00	-	-	474,288.00	77,176.14	10,567.14		87,743.28	18.5%	386,544.72	0.00
2	Architectural & Engineering											
	Civil Engineering	85,000.00	(6,550.00)		78,450.00	30,462.20	2,892.50		33,354.70	43%	45,095.30	0.00
	Permit	250,000.00	(18,745.00)	(3,022.50)	228,232.50	3,797.80			3,797.80	2%	224,434.70	0.00
	Testing	125,000.00	-	-	125,000.00		1,276.00		1,276.00	1%	123,724.00	0.00
	Geotechnical	-	10,000.00		10,000.00	4,655.00			4,655.00	47%	5,345.00	0.00
	Architectural	-	15,295.00	3,022.50	18,317.50	18,317.50			18,317.50	100%	0.00	0.00
		16,743,884.00	-	-	16,743,884.00	2,724,546.55	368,809.91	8,688.00	3,102,044.46	18.5%	13,641,839.54	125,973.18

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 \$361,888.60 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 03/31/2023 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: 3/28/23

Corporex Development &
Construction Management, LLC
(Company Name)

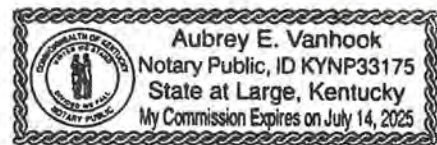
By: [Signature]
Alan Bogart, VP Construction

STATE OF Kentucky)
)SS:
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 28 day of March, 2023 by Alan Bogart as VP Construction on behalf of Corporex Development & Construction Management LLC.

[Signature]

Notary Public
Commission Expiration Date: July 14, 2025



Invoice Register

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

Batch Id	17804
Control	62432
Invoice Number	FITZ GAR APP9
Invoice Date	03/21/2023
Due Date	04/20/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	03/28/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
3/2023	243418.28	12811.49		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes		
mccclone0001	22-xl006-001	id001	256229.77	12811.49	03001000	57010000	Cost of Sales				
Workflow Approval											
Workflow					Step		Status	Approved By	Approval Notes	Start Date	Start Time
JobCost					Scan & Code		Completed	kmcqueen@corporex.com		03/21/2023	07:59:02
JobCost					Project Manager		Completed	ssapp@corporex.com		03/21/2023	07:59:07
JobCost					VP Construction		Started			03/22/2023	08:26:51

McClone 0001

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 Hillside Circle, Suite B
 El Dorado Hills, CA 95762

APPLICATION NO: **9**

PERIOD TO: **3/31/2023**
 MCCLONE PROJECT NO: **1201**
 CLIENT PROJECT NO:
 DATE: **Mar 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: **3/20/2023**
 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.....	\$	1,988,873.93
(Column G on G703)		
5 RETAINAGE:		
a. 0.05 of Completed Work	\$	99,443.70
(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).....	\$	99,443.70
6 TOTAL EARNED LESS RETAINAGE.....	\$	1,889,430.23
(Line 4 less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	1,646,011.95
8 CURRENT PAYMENT DUE.....	\$	243,418.28
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$	7,167,569.77
(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
CONSTRUCTION | SINCE 1975

Application No: 9
 Application Date: Mar 20, 23
 Period To: Mar 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	307,912.50	0.00	0.00	307,912.50	85%	54,337.50	15,395.63
2 Office / Tool Shed	76,984.50	11,547.68	0.00	1,539.69	13,087.37	17%	63,897.13	654.37
3 MCC Shop Drawings / Engineering	181,140.00	144,912.00	0.00	0.00	144,912.00	80%	36,228.00	7,245.60
4 Equipment / Tools	217,400.00	32,610.00	0.00	0.00	32,610.00	15%	184,790.00	1,630.50
5 Freight	151,251.90	12,100.15	0.00	6,050.08	18,150.23	12%	133,101.67	907.51
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	222,596.72	0.00	0.00	222,596.72	92%	19,356.24	11,129.84
9 Tables	235,007.02	223,256.67	0.00	0.00	223,256.67	95%	11,750.35	11,162.83
10 Shoring / Reshore	63,326.10	0.00	0.00	0.00	0.00	0%	63,326.10	0.00
FABRICATION								
11 Columns	100,563.00	100,563.00	0.00	0.00	100,563.00	100%	0.00	5,028.15
12 Capitals	72,310.00	57,848.00	0.00	0.00	57,848.00	80%	14,462.00	2,892.40
13 Walls	106,066.00	84,852.80	0.00	0.00	84,852.80	80%	21,213.20	4,242.64
14 Beams	250,076.00	200,060.80	0.00	0.00	200,060.80	80%	50,015.20	10,003.04
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	0.00	0.00	0.00	0.00	0%	33,333.00	0.00
FOUNDATION								
17 Rammed Aggregate Piers	259,000.00	0.00	0.00	248,640.00	248,640.00	96%	10,360.00	12,432.00
18 Footings	393,510.16	0.00	0.00	0.00	0.00	0%	393,510.16	0.00
19 Columns	197,888.03	0.00	0.00	0.00	0.00	0%	197,888.03	0.00
20 Walls	238,758.76	0.00	0.00	0.00	0.00	0%	238,758.76	0.00
21 Slab On Grade	386,265.93	0.00	0.00	0.00	0.00	0%	386,265.93	0.00
LEVEL 2								
22 Beam and Slab	602,179.65	0.00	0.00	0.00	0.00	0%	602,179.65	0.00
23 Columns	71,094.10	0.00	0.00	0.00	0.00	0%	71,094.10	0.00
24 Walls	165,810.53	0.00	0.00	0.00	0.00	0%	165,810.53	0.00
LEVEL 3								
25 Beam and Slab	582,462.66	0.00	0.00	0.00	0.00	0%	582,462.66	0.00
26 Columns	67,651.15	0.00	0.00	0.00	0.00	0%	67,651.15	0.00
27 Walls	158,169.93	0.00	0.00	0.00	0.00	0%	158,169.93	0.00
LEVEL 4								
28 Beam and Slab	577,591.99	0.00	0.00	0.00	0.00	0%	577,591.99	0.00
29 Columns	64,329.08	0.00	0.00	0.00	0.00	0%	64,329.08	0.00
30 Walls	150,289.60	0.00	0.00	0.00	0.00	0%	150,289.60	0.00
LEVEL 5								
31 Beam and Slab	548,721.32	0.00	0.00	0.00	0.00	0%	548,721.32	0.00
32 Columns	61,007.01	0.00	0.00	0.00	0.00	0%	61,007.01	0.00
33 Walls	142,409.27	0.00	0.00	0.00	0.00	0%	142,409.27	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	170,618.94	0.00	0.00	0.00	0.00	0%	170,618.94	0.00
SUBCONTRACT CHANGE ORDERS								
43 CO 1	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
TOTAL	\$9,057,000.00	\$1,732,644.16	\$0.00	\$256,229.77	\$1,988,873.93	22%	7,068,126.07	99,443.70

**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: McClone Construction Company
Name of Customer: Corporex Colorado
Job Location: 13500 E. Colfax Avenue
Owner: Corporex Colorado
Through Date: 3/31/2023

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:

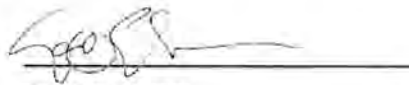
Maker of Check: Corporex Colorado
Amount of Check: \$243,418.28
Check Payable to: McClone Construction Company

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: 2/28/2023
 - Amount(s) of unpaid progress payment(s): \$77,381.91
- 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: 
Claimant's Title: Ted Hoffman, CFO
Date of Signature: 3/20/2023

Invoice Register

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

Batch Id	17862
Control	62688
Invoice Number	FitzGarage_app6
Invoice Date	03/23/2023
Due Date	04/21/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	03/28/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
3/2023	103734.68	2797.82		Check	Invoice	JobCost	10010002
Notes: Fitz 500 Garage app#6							

Contract	Job	Entity	Amount	Retention/Category	Account	Acct Desc	GL Category	Notes
turner0001	22-xi006-001	id001	793.97	0.00 01001000	57010000	Cost of Sales		Project requirements
turner0001	22-xi006-001	id001	8688.00	434.40 23001000	57010000	Cost of Sales		HVAC
turner0001	22-xi006-001	id001	21500.00	1075.00 26001000	57010000	Cost of Sales		electrical
turner0001	22-xi006-001	id001	24706.38	1235.32 33001000	57010000	Cost of Sales		water/storm/sanitary lines
turner0001	22-xi006-001	id001	42204.00	53.10 01001000	57010000	Cost of Sales		General Cond/Preconstruction
turner0001	22-xi006-001	id001	8640.15	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	avanhook@corporex.com		03/28/2023	09:31:12	
JobCost	Project Manager	Started			03/28/2023	09:41:37	

Turner

1401 Zuni St. Suite 301
Denver CO 80204

March 23, 2023

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

APPLICATION # : 6

Enclosed is our application for payment number 6 in the amount of \$ 103,734.68 for work completed in conjunction with the above referenced project for the period 3/31/2023

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.

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: 6 (Pymt.ref: 91192877) APPLICATION DATE: 03/23/2023 PERIOD TO: 03/31/2023 PROJECT NO: 220552 CONTRACT DATE: OWNERS REFERENCE NO:
FROM (CONTRACTOR): Turner Construction Company 1401 Zuni St., Ste 301 Denver CO 80204	VIA (CM/Owner's Rep.): VIA (ARCHITECT):	
CONTRACT FOR: Corporex, LLC INV DESCRIPTION:		

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	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 6,630,187.00
4. TOTAL COMPLETED & STORED TO DATE (Column J on Continuation Sheet)	\$ 964,026.25
5. RETAINAGE:	
a. 2.732 % of Completed Work \$ (Column G+H on Continuation Sheet)	26,095.08
b. 5.000 % of Stored Material \$ (Column I on Continuation Sheet)	434.40
Total Retainage	\$ 26,529.48
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 937,496.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 833,762.09
8. APPLICABLE TAXES OUTSIDE OF CONTRACT CURRENT APPLICATION	\$ 0.00
9. CURRENT PAYMENT DUE	\$ 103,734.68
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 5,692,690.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges 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 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: 3/23/2023
 Name: Brandon Valdez Title: Project Executive

State of: Colorado County of: Denver

Subscribed and sworn before me this 23rd day of March 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 \$ 103,734.68

(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: 6 (Pymt ref. 91192877)						
Use Column L on Contracts where variable retainage for line items may apply.							APPLICATION DATE: 03/23/2023						
							PERIOD TO: 03/31/2023						
							ARCHITECT'S PROJECT NO:						
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	TOTAL %		BALANCE TO FINISH (F-J)	RETAINAGE	
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H)	(J/F)			
1	Tools & Supplies	13,860.00	0.00	0.00	13,860.00	262.76	0.00	0.00	262.76	1.90	13,597.24	13.14	
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	0.00	1,260.00	0.00	1,260.00	0.41	308,340.00	63.00	
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	0.00	137.55	0.00	137.55	0.44	30,862.45	6.87	
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	0.00	0.00	0.00	0.00	0.00	16,332.00	0.00	
10	Erosion Control	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	
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	518.85	0.00	0.00	518.85	6.49	7,481.15	25.79	
13	Barricades/Temp Fence	33,000.00	0.00	0.00	33,000.00	0.00	0.00	0.00	0.00	0.00	33,000.00	0.00	
16	Permits	4,500.00	0.00	0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00	
18	Miscellaneous General Expense	0.00	0.00	0.00	0.00	603.58	(603.58)	0.00	0.00		0.00	0.00	
21	Survey	14,000.00	0.00	0.00	14,000.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0.00	
	General Requirements	656,615.00	0.00	0.00	656,615.00	5,885.19	793.97	0.00	6,679.16	1.02	649,935.84	127.31	
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	0.00	0.00	0.00	0.00	798,258.00	0.00	
27	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	
28	Waterproofing/Damproofing	20,732.00	0.00	0.00	20,732.00	0.00	0.00	0.00	0.00	0.00	20,732.00	0.00	
29	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	
30	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	
31	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	
32	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	
33	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	
34	Doors, Frames and Hardware - Supply	9,669.00	0.00	0.00	9,669.00	0.00	0.00	0.00	0.00	0.00	9,669.00	0.00	
	PAGE TOTAL	1,866,348.00	0.00	(10,853.00)	1,855,495.00	5,885.19	793.97	0.00	6,679.16	0.36	1,848,815.84	127.31	

CONTINUATION SHEET											Page 3 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.							APPLICATION NO: 6 (Pymt ref: 91192877)					
Use Column L on Contracts where variable retainage for line items may apply.							APPLICATION DATE: 03/23/2023					
							PERIOD TO: 03/31/2023					
							ARCHITECT'S PROJECT NO:					
A	B	C	D	E	F	G		I	J		K	L
						PREVIOUS APPLICATION	THIS PERIOD		TOTAL	%		
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE			MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	COMPLETED AND STORED TO DATE (G+H+I)	(J/F)	BALANCE TO FINISH (F-J)	RETAINAGE
35	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
36	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
37	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
38	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
39	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
40	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
41	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
42	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
43	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
44	Fire Suppression	54,880.00	0.00	0.00	54,880.00	0.00	0.00	0.00	0.00	0.00	54,880.00	0.00
45	Plumbing & HVAC	346,655.00	0.00	0.00	346,655.00	51,700.00	0.00	8,688.00	60,388.00	17.42	286,267.00	3,019.40
46	Electrical	1,017,460.00	0.00	0.00	1,017,460.00	76,000.00	21,500.00	0.00	97,500.00	9.58	919,960.00	4,100.00
47	Earthwork	481,520.00	0.00	0.00	481,520.00	245,974.00	0.00	0.00	245,974.00	51.08	235,546.00	0.00
48	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
49	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
50	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
51	Utilities	241,265.00	14,760.00	0.00	256,025.00	1,980.00	24,706.38	0.00	26,686.38	10.42	229,338.62	13,633.02
	Direct Work	4,213,402.00	14,760.00	0.00	4,228,162.00	488,649.00	46,206.38	8,688.00	543,543.38	12.86	3,684,618.62	26,402.17
52	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
53	General Conditions	585,503.00	0.00	0.00	585,503.00	83,643.28	41,821.64	0.00	125,464.92	21.43	460,038.08	0.00
	General Conditions	585,503.00	0.00	0.00	585,503.00	83,643.28	41,821.64	0.00	125,464.92	21.43	460,038.08	0.00
54	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
55	GL	66,307.00	154.31	0.00	66,461.31	66,307.00	154.31	0.00	66,461.31	100.00	0.00	0.00
58	Subguard	68,146.00	228.05	0.00	68,374.05	68,146.00	228.05	0.00	68,374.05	100.00	0.00	0.00
	Insurance	134,453.00	382.36	0.00	134,835.36	134,453.00	382.36	0.00	134,835.36	100.00	0.00	0.00
	PAGE TOTAL	4,227,891.00	(537.69)	10,853.00	4,238,206.31	782,266.28	88,410.38	8,688.00	879,366.66	14.54	3,358,839.65	26,402.17

CONTINUATION SHEET											Page 4 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 6 (Pymt ref: 91192877)						
Use Column L on Contracts where variable retainage for line items may apply.						APPLICATION DATE: 03/23/2023						
						PERIOD TO: 03/31/2023						
						ARCHITECT'S PROJECT NO:						
A	B	C	D	E	F	G H		I	J		K	L
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	TOTAL %		BALANCE TO FINISH (F-J)	RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	(J/F)		
60	Fee	535,948.00	537.69	0.00	536,485.69	69,340.28	8,640.15	0.00	77,980.43	14.54	458,505.26	0.00
	Fee	535,948.00	537.69	0.00	536,485.69	69,340.28	8,640.15	0.00	77,980.43	14.54	458,505.26	0.00
	Construction	6,630,187.00	0.00	0.00	6,630,187.00	857,493.75	97,844.50	8,688.00	964,026.25	14.54	5,666,160.75	26,529.48
TOTAL CONTRACT		6,630,187.00	0.00	0.00	6,630,187.00	857,493.75	97,844.50	8,688.00	964,026.25	14.54	5,666,160.75	26,529.48
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: one hundred three thousand seven hundred thirty four and 68/100 dollars
covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
3/23/2023	6	\$103,734.68

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: March 31, 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 \$507,414.11
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 March 2023

ADDRESS: 1401 Zuni St Suite 301
Denver, CO 80204

NOTARY PUBLIC: 
SIGNED: _____
My Commission Expires: 11/3/2025

SIGNED: DocuSigned by:
Brandon Valdez
TITLE: Project Executive

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

DocuSign Envelope ID: F1D8E4C6-CD90-464C-BFDB-05FBD66C8C95

Doc. Type : 20 (Concur (non-vendor)) Normal document			
Doc. Number	6366303	Company Code	3000
		Fiscal Year	2023
Doc. Date	02/21/2023	Posting Date	03/10/2023
		Period	03
Calculate Tax	<input type="checkbox"/>		
Ref.Doc.	T PAULSEN		
Doc. Currency	USD		
Doc. Atr Text	00713289		

Text	Assignment	G/L amount	Curr.	Account	Account short text	CoGS	Profit Ctr	Cost Ctr	WBS element
2023-02-18/TRAILER POWER	MISCELLANEOUS EXPE	19.07	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-02-20/TRAILER POWER	MISCELLANEOUS EXPE	41.07	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-02-22/TRAILER GAS	MISCELLANEOUS EXPE	38.06	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-03-01/GENERATOR	MISCELLANEOUS EXPE	39.35	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
*		137.55	USD						

WELCOME
CK 4048
12796 E Colfax Ave
Aurora CO
80011

*** CONTACTLESS ***
DATE 2/18/23 7:13
TRAN# 9036953
PUMP# 03
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 4.711
PRICE/G: \$4.049
FUEL SALE \$19.07
CREDIT \$19.07

VISA
*****5980
Entry: Contactless M
SR
Auth #: 06935D
Resp Code: 000
Stan: 07101550683
Invoice #: 819205
Store # *****

THANK YOU
HAVE A NICE DAY

WELCOME
CK 4048
12796 E Colfax Ave
Aurora CO
80011

DATE 2/20/23 15:52
TRAN# 9082997
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 10.020
PRICE/G: \$4.099
FUEL SALE \$41.07
CREDIT \$41.07

USD\$41.07
*****5980
Entry: Chip Read
AppName: CHASE VISA
AuthNet: VISA
MODE: Issuer
AID: A00000000031010
Auth #: 08161D
Resp Code: 000
Stan: 07121555888
Invoice #: 821789
Shift #: 1
Store # *****

THANK YOU

WELCOME
CK 4048
12796 E Colfax Ave
Aurora CO
80011

*** CONTACTLESS ***

DATE 2/22/23 8:28

TRAN# 9037185

PUMP# 03

SERVICE LEVEL: SELF

PRODUCT: UNLD

GALLONS: 9.286

PRICE/G: \$4.099

FUEL SALE \$38.06

CREDIT \$38.06

VISA

*****5980

Entry: Contactless M
SR

Auth #: 09631D

Resp Code: 000

Stan: 07141559668

Invoice #: 823858

Store # *****

THANK YOU
HAVE A NICE DAY

Welcome to Shell

SHELL
14081 E COLFAX
AURORA, CO
80011

57444289607
03/01/2023 40555938
12:58:26 PM

PUMP# 8
REGULAR 9.841G
PRICE/GAL \$3.999

FUEL TOTAL \$ 39.35

CREDIT \$ 39.35

XXXX XXXX XXXX 5900

VISA

Swiped

APPROVED

AUTH # 016320

IND # 090084

Please come again

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: 4 PERIOD TO: 03/31/23 CONTRACT FOR: 4700174784 - Mechanical & Plumbing CONTRACT DATE: 10/11/22 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	\$ 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)	\$ 60,388.00
5. RETAINAGE:	
a. 5.0% of Completed Work (Column D + E on G703)	\$ 2,585.00
b. 5.0% of Stored Material (Column F on G703)	\$ 434.40
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 3,019.40
6. TOTAL EARNED LESS RETAINAGE	\$ 57,368.60
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 49,115.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 8,253.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 289,286.40

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 Date: March 08, 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 \$ 8,253.60
 (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.: 4

APPLICATION DATE: 03/16/23

PERIOD TO: 03/31/23

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	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	2,000.00	0.00	0.00	2,000.00	7.1%	26,000.00	100.00
110	Underground Plumbing Labor	57,880.00	0.00	0.00	0.00	0.00	0.0%	57,880.00	0.00
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	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00
135	Above Ground Plumbing Materials	60,000.00	4,200.00	0.00	0.00	4,200.00	7.0%	55,800.00	210.00
140	Above Ground Plumbing Labor	96,000.00	0.00	0.00	0.00	0.00	0.0%	96,000.00	0.00
145	HVAC Equipment Materials	16,500.00	0.00	0.00	8,688.00	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	\$51,700.00	\$0.00	\$8,688.00	\$60,388.00	17.4%	\$286,267.00	\$3,019.40

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@iaa.org.

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

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

equipment provided in the amount of: Eight thousand two hundred fifty three and 60/100 dollars \$8,253.60
 covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
03/31/2023	04-4700174784	\$8,253.60

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: 03/31/2023

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

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 \$34,390.00
 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.

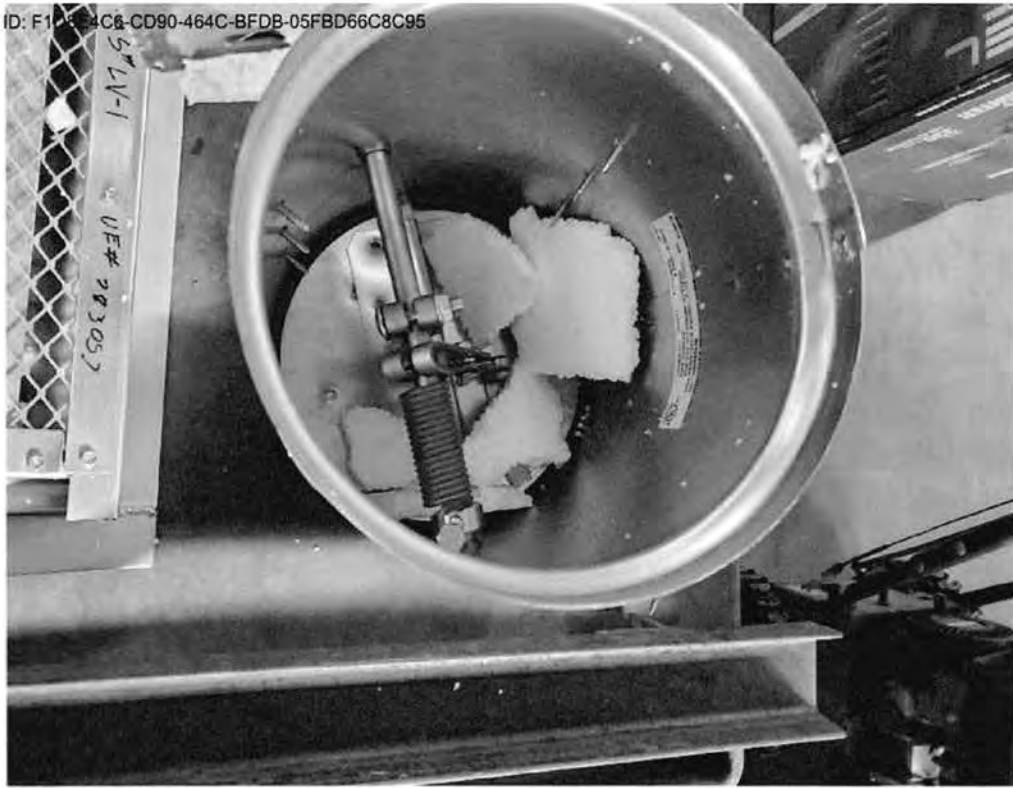
THE PERSON SIGNING does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Design Mechanical

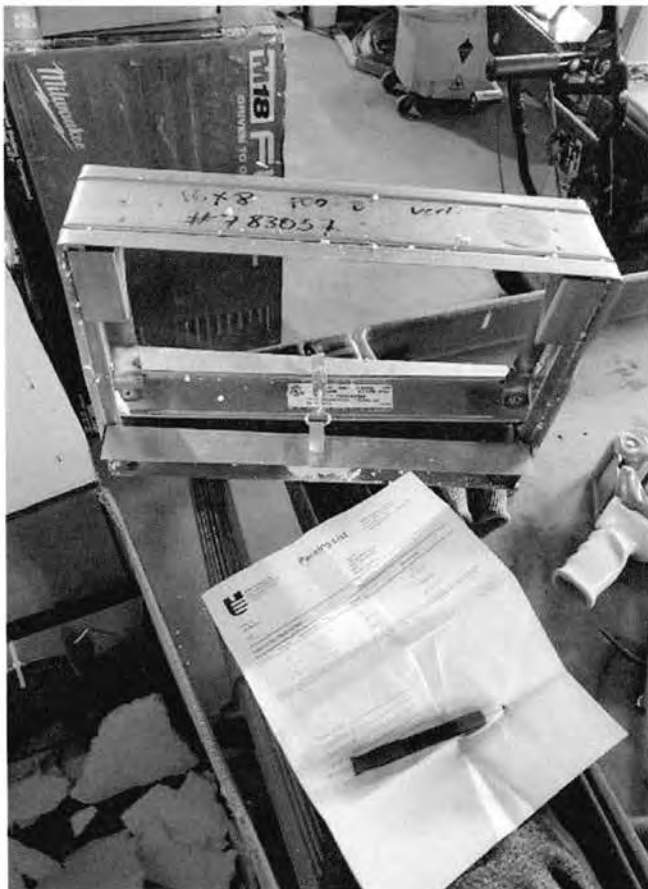
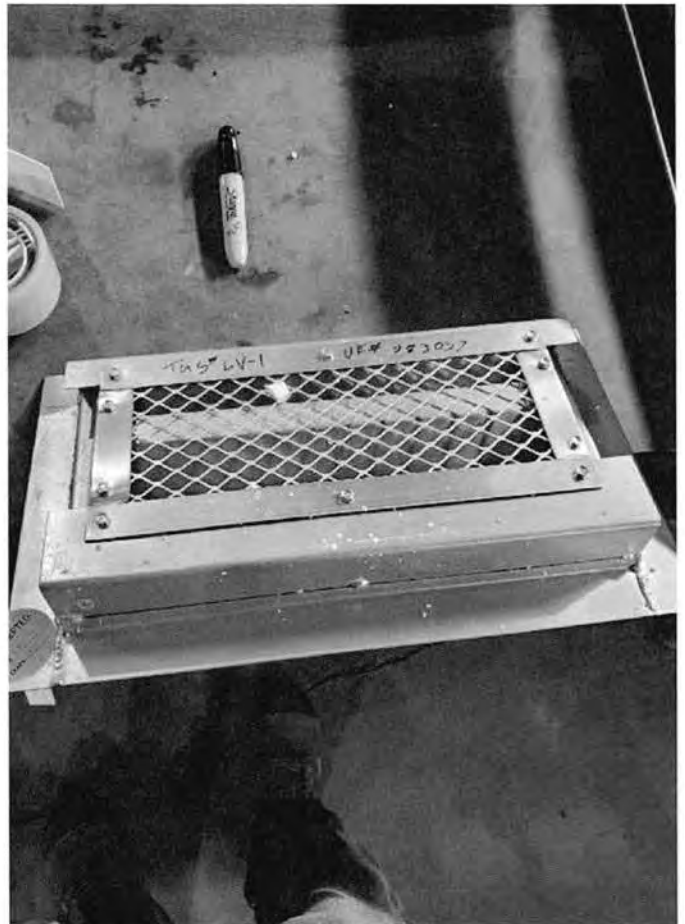
ADDRESS: 312 CTC Blvd.
Louisville, Colorado 80027

SIGNED: Erin Goss
 TITLE: Job Cost Accountant

DocuSign Envelope ID: F1A8E4C6-CD90-464C-BFDB-05FBD66C8C95



DocuSign Envelope ID: F1D8E4C6-CD90-464C-BFDB-05FBD66C8C95





United Enertech Corp
3005 South Hickory Street
Chattanooga TN 37407
423-598-7715

Packing List

Order Number: 783057
Order Date: 12/5/2022
Salesperson: UE
Customer Number: LONGBU100

Sold To:
Dan Moser

CO

Ship To:
Design Mechanical
4333 Highway 66
STE 1
Mead, CO 80504

Customer PO: CRO2202350001

Order Tag:

Ordered	Shipped	Backordered	Tag	Model	Dimensions
1	1		LV-1	SFL-2	16" W x 8" H
1	1			FDD-R	8" Diameter
1	1			FDD-B	16" W x 8" H

All shipments are made FOB shipper. Title and risk of loss or damage to the goods shall pass to the buyer upon delivery to the carrier. Any shortages or deficiencies to material shipped must be reported in writing within 14 calendar days after receipt to be considered for adjustment. If no shortage is reported it shall be conclusively deemed that Buyer received that quantity of goods shown on shipping documentation. Return of material for credit must be authorized by a Return Material Authorization issued by manufacturer.

Rec'd By: JG
Date Rec'd: 1-25-23
Job Name: Fitz 500
of Boxes: 1 box
Location: Mead

DocuSign Envelope ID: F1D8E4C6-CD90-464C-BFDB-05FBD66C8C95

SHIPMENT NO: 351164

DATE: 1/17/2023 10:19:57 PM

CUST PO NUMBER: CJB2202343001

Pro Number 9247683852

ORDER NO: AHU221202-09

JOB NAME: LONG BUILDING ENV - LITTLETON

ENVIROTEC 8575
LARGO LAKES DRIVE
LARGO FL, 33773



9 2 4 7 6 8 3 8 5 2

Pallet _____ of 1

PACKING LIST

924768385-2



DO NOT STACK ON TOP OF TRUCK

EMAIL: wbroberg@long.com
JOB NAME: Fitzsimons 500-AHU01
CARRIER TO CALL: Jim Maiocco
CARRIER PHONE: 303-589-3313
PRIOR NOTICE: 48
ORDER-COMplete
SALES PERSON: Weston Broberg

SHIP TO: 003952

DMI

13500 E COLFAX AVE

PO# C220048-00002

MEAD, CO 80504

USA

CARRIER: FEDEX FRT

WEIGHT: 326

LBS

LN#	PART NUMBER DESCRIPTION	Tag ID's	SHIP QUANTITY	ORDER QUANTITY	TOTAL SHIPPED	QUANTITY REMAINING
1	VB20 BASE MDL,VERT REDUCED FP,BTM RTN,SZ20		1	1	1	0
2	SURCHARGE_FEE SURCHARGE FEE		1	1	1	0

Handed by: Jb
Date Rec'd: 1-27-23
Job Name: Fitzsimons 500 - AHU01
of Boxes: 1 pallet
Location: Mead

PACKED BY: _____ CHECKED BY: _____ DATE: _____

DocuSign Envelope ID: F1D8E4C6-CD90-464C-BFDB-05FBD66C8C95

1/17/2023

AHU221202-09

SHIPMENT #: 351164

CARRIER: FEDEX FRT

10:19:24PM



* A H U 2 2 1 2 0 2 - 0 9 *

924768385-2



SHIP-TO STATE CO

13500 E COLFAX AVE DMI PO# C220048-00002 MEAD CO

Pallets 1 CFG_Units: 1 SL_Units: 0 Total Weight 326

Pallet#	CFG#	SL#	MODEL	TAGID	LN#	WEIGHT	SIZE
P182144	1	0	VB20	BCU-1	001		
P182144	1	0	VBS SHIPNO: 38136			326	45X48X34

DocuSign Envelope ID: F1D8E4C6-CD90-464C-BFDB-05FBD66C8C95

PENNBARRY
12504 WEAVER RD
EL PASO

PAGE 1

F31995



ORDER NUMBER F31995 - 00 001

TX 79927 STD917
PHONE 915-852-9111 STD1

LESS THAN TRUCK

SOLD TO: 917 END CUST PO: C220048-00002
LONG BUILDING - COLORADO
5001 S. ZUNI ST
LITTLETON CO 80120

SHIP TO:
Design Mechanical, Inc.
4333 Highway 66
Ste 1
Jim Maiocco
Mead CO 80504

ASC CUSTOMER P.O.	TERMS	F.O.B. POINT	FRT	PLT	SHIP FROM	WHS	VIA	SLMN	ENTERED	TYP
CRO2202350002	15 15 DAYS, N 30	EL PASO, TX	PP	EP2	EL PASO, TX	EP2	LESS THAN TRUCK	200	12/05/2022	
LINE	PARTNO./MODEL	DESCRIPTION	ORDERED	SCHEDULED	ALLOCATED	LOCATION	PICKED	BACK ORDER		
001	16 D1659F G FX	Job Name: Fitz 500 Jeff Rodell Ship Best Date CALL Jim Maiocco, 303-449-2092 Fitz 500 Parking Garage 0 000 A 0B 00000 SPR - 0 TAG: EF-1	1	3/09/2023	1	CRATE2				
002	24561-15G15G FX DAMPER	16D FEL CA12A1S00 SPR - 0 TAG: EF-1	1	3/09/2023	1	CRATE2				
003	8 D1214 G0 Z	CR B 0 00 ORNO J 000 SPR - 0 TAG: EF-2	1	3/09/2023	1	CRATE2				
<p>Job</p> <p>3-6-23</p> <p>Fitz 500</p> <p># of boxes: pallet 2 boxes</p> <p>location: Mead</p>										
B/L NO.	WEIGHT	BOXES	CRATES	PALLETS						

Thank You!

IMPORTANT NOTICE! If you accept shipment from the Transportation Company short of what is encumbered on (freight) B/L or in damaged condition without having proper notation made by the carrier you do so at your own risk. We have on file a bill of lading or express receipt from the transportation company, which is a clear receipt that we have delivered the goods to them in perfect order.

We are willing to assist you in every possible manner in collecting claims for loss or damage on this shipment, but this willingness on our part does not make us responsible for filing or collecting claims, or replacing materials.

Claims for Loss or Damage on shipment must not be deducted from our invoice nor payment of the invoice withheld awaiting adjustment of such claims, as WE DO NOT GUARANTEE SAFE DELIVERY.

DO NOT RETURN GOODS WITHOUT WRITTEN AUTHORITY. Returned goods will not be accepted by us from the transportation company unless authorization has been issued.

DUPLICATE



United Enertech Corp
3005 South Hickory Street
Chattanooga TN 37407
423-698-7715

Packing List

Order Number: 783057
Order Date: 12/5/2022
Salesperson: UE
Customer Number: LONGBU100

Sold To:
Dan Moser

, CO

Ship To:
Design Mechanical
4333 Highway 66
STE 1
Mead, CO 80504

Customer PO: CRO2202350001

Order Tag:

Ordered	Shipped	Backordered	Tag	Model	Dimensions
1			LV-1	SFL-2	16" W x 8" H
1				FDD-R	8" Diameter
1				FDD-B	16" W x 8" H

All shipments are made FOB shipper. Title and risk of loss or damage to the goods shall pass to the buyer upon delivery to the carrier. Any shortages or deficiencies to material shipped must be reported in writing within 14 calendar days after receipt to be considered for adjustment. If no shortage is reported it shall be conclusively deemed that Buyer received that quantity of goods shown on shipping documentation. Return of material for credit must be authorized by a Return Material Authorization issued by manufacturer.

Rec'd By: _____
 Date Rec'd: _____
 Job Name: _____
 # of Boxes: _____
 Location: _____

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:** 4**PERIOD TO:** 03/31/23**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)	\$ 82,000.00
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 4,100.00
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 4,100.00
6. TOTAL EARNED LESS RETAINAGE	\$ 77,900.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 57,475.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 20,425.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 937,060.00

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 JarmanDate: March 23, 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 \$ **20,425.00**

(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.: 4

APPLICATION DATE: 03/16/23

PERIOD TO: 03/31/23

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)		
	Mobilization and Layout	93,059.00	14,500.00	21,500.00	0.00	36,000.00	38.7%	57,059.00	1,800.00	
	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	0.00	0.00	24,500.00	21.0%	92,138.01	1,225.00	
	Service Entrance	42,756.60	0.00	0.00	0.00	0.00	0.0%	42,756.60	0.00	
	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	0.00	0.00	0.00	0.00	0.0%	48,688.02	0.00	
	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	0.00	0.00	0.00	0.0%	334,368.38	0.00	
	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	0.00	0.00	0.00	0.0%	109,927.16	0.00	
	Branch Power	67,907.91	0.00	0.00	0.00	0.00	0.0%	67,907.91	0.00	
	EV Chargers	16,505.47	0.00	0.00	0.00	0.00	0.0%	16,505.47	0.00	
	HVAC/Mechanical	14,003.42	0.00	0.00	0.00	0.00	0.0%	14,003.42	0.00	
	Fire Alarm System	48,101.14	8,500.00	0.00	0.00	8,500.00	17.7%	39,601.14	425.00	
	Excavation/Backfill	17,524.27	0.00	0.00	0.00	0.00	0.0%	17,524.27	0.00	
00010	Electrical	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA[®] Document G703[™] - 1992

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.: 4

APPLICATION DATE: 03/16/23

PERIOD TO: 03/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	\$1,014,960.00	\$60,500.00	\$21,500.00	\$0.00	\$82,000.00	8.1%	\$932,960.00	\$4,100.00

AIA Document G703[™] - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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: Twenty thousand four hundred twenty five dollars \$20,425.00
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: 03/31/2023, 1529-3, \$20,425.00

Previous Unpaid Invoices: February, 2023 (\$8,075 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: 03/31/2023

[] 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 \$49,400.00
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
1199 ATCHISON CT
CASTLE ROCK, Colorado 80109

PROJECT:

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

VIA ARCHITECT:
APPLICATION NO: 4
PERIOD TO: 03/31/23

CONTRACT FOR: 4700174945 - Earthwork & Site
Utilities

CONTRACT DATE: 10/13/22

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	\$ 809,785.00
2. Net Change by Change Orders	\$ 21,979.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 831,764.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 272,660.38
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 13,633.02
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 13,633.02
6. TOTAL EARNED LESS RETAINAGE	\$ 259,027.36
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 235,556.30
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 23,471.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 572,736.64

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$7,219.00	\$0.00
Total approved this Month	\$14,760.00	\$0.00
TOTALS	\$21,979.00	\$0.00
NET CHANGES by Change Order		\$ 21,979.00

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: Kene Dald

 Date: March 16, 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 \$ 23,471.06

(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.: 4

APPLICATION DATE: 03/16/23

PERIOD TO: 03/31/23

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			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)
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
001	100 - Earthwork Mobilization	36,500.00	18,405.00	0.00	0.00	18,405.00	50.4%	18,095.00	920.25	
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	32,340.00	3,000.00	0.00	35,340.00	36.1%	62,660.00	1,767.00	
001	140 - Structural Earthwork	217,000.00	112,840.00	6,946.38	0.00	119,786.38	55.2%	97,213.62	5,989.32	
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	0.00	0.00	0.00	0.00	0.0%	11,800.00	0.00	
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	

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA[®] Document G703[™] - 1992

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.: 4

APPLICATION DATE: 03/16/23

PERIOD TO: 03/31/23

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	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	0.00	3,915.00	0.00	3,915.00	100.0%	0.00	195.75
001	290 - CO 003 Frost Removal Equipment/Labor	10,845.00	0.00	10,845.00	0.00	10,845.00	100.0%	0.00	542.25
	GRAND TOTAL	\$831,764.00	\$247,954.00	\$24,706.38	\$0.00	\$272,660.38	32.8%	\$559,103.62	\$13,633.02

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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 four hundred seventy one and 06/100** dollars \$23,471.06
 covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

<u>DATE:</u>	<u>PAY REQUEST or INVOICE NUMBER</u>	<u>AMOUNT</u>
03/31/2023	220454-03	\$23,471.06

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: 03/31/2023

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

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 \$1,881.00
 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: RME Ltd LLC dba Elite Surface
Infrastructure

ADDRESS: 1199 ATCHISON CT
CASTLE ROCK, Colorado 80109

SIGNED: Renee Dahl
 TITLE: Cash Manager

Certificate Of Completion

Envelope Id: F1D8E4C6CD90464CBFDB05FBD66C8C95
 Subject: Complete with DocuSign: 220552_Pay Application 06_March 2023_FINAL.pdf
 Source Envelope:
 Document Pages: 30 Signatures: 2
 Certificate Pages: 5 Initials: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Kyle Rubin
 1220 Washington, Ste 100
 Kansas City, MO 64105
 krubin@tcco.com
 IP Address: 71.229.166.227

Record Tracking

Status: Original
 3/23/2023 5:54:57 PM


Holder: Kyle Rubin
 krubin@tcco.com

Location: DocuSign

Signer Events

Brandon Valdez
 bvaldez@tcco.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 Brandon Valdez
 EC0:F80E397E8402

Timestamp

Sent: 3/23/2023 5:56:57 PM
 Viewed: 3/23/2023 6:06:38 PM
 Signed: 3/23/2023 6:07:03 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 174.234.3.99
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 3/23/2023 6:06:38 PM
 ID: ff745772-7701-4a31-a444-2d69b3e5e73e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Tom Paulsen
 tpaulsen@tcco.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/23/2023 6:07:05 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/17/2022 12:41:44 PM
 ID: 61bff343-8c82-4b7d-9e80-77c58954a685

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/23/2023 5:56:57 PM
Certified Delivered	Security Checked	3/23/2023 6:06:38 PM
Signing Complete	Security Checked	3/23/2023 6:07:03 PM
Completed	Security Checked	3/23/2023 6:07:05 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Turner Construction - Texas - Finance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Turner Construction - Texas - Finance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rshariff@tcco.com

To advise Turner Construction - Texas - Finance of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rshariff@tcco.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Turner Construction - Texas - Finance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rshariff@tcco.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Turner Construction - Texas - Finance

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rshariff@tcco.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Turner Construction - Texas - Finance as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Turner Construction - Texas - Finance during the course of my relationship with you.

Invoice Register

Payee
 Altitude Land Consultants
 3461 Ringsby Court #125,
 Denver, CO 80216
 Phone: 7205949494

Batch Id	17614
Control	61642
Invoice Number	22-078.11
Invoice Date	03/06/2023
Due Date	03/21/2023
Approved By	
Printed By	avanhook@corporex.com
Printed On	03/28/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
3/2023	5785.00	0.00		Check	Invoice	WeeklyJC	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
	22-xi006-001	ic001	2892.50	0.00	50104000	57010000	Cost of Sales		
	22-xi006-002	ic001	2892.50	0.00	50104000	57010000	Cost of Sales		

Workflow Approval								
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time		
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		03/06/2023	16:07:32		
JobCost	Project Manager	Completed	ssapp@corporex.com		03/06/2023	16:07:36		
JobCost	VP Construction	Completed	abogart@corporex.com		03/07/2023	08:44:35		
JobCost	APPROVED	Completed	abogart@corporex.com		03/13/2023	08:31:04		

Altitude Land Consultants, Inc.
 3461 Ringsby Court, #125
 Denver, CO 80216 US
 720.594.9494

Invoice

22-1006 001
 002
 2892.50
 50104000

 ALTITUDE
 LAND CONSULTANTS
 CIVIL | SURVEY | PLANNING | LANDSCAPE

BILL TO
 Stephen Sapp
 Corporex Colorado
 188 Inverness Drive West, Suite 500
 Englewood, CO 80112

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22-078.11	03/06/2023	\$5,785.00	03/06/2023	Due on receipt	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACCOUNT SUMMARY	AMOUNT
02/08/2023	Balance Forward	4,360.00
	Other payments and credits after 02/08/2023 through 03/05/2023	-4,360.00
03/06/2023	Other invoices from this date	0.00
	New charges (details below)	5,785.00
	Total Amount Due	5,785.00

DESCRIPTION	QTY	RATE	AMOUNT
Project Name: Fitz 500 - Services in Feb. 2023			
Civil Engineering City of Aurora - Site Plan - 0% this invoice (95% invoiced to date)	0	8,500.00	0.00
Civil Engineering Meetings - 5% this invoice (100% invoiced to date)	0.05	4,000.00	200.00
Civil Engineering On-Site Civil CD's - 5% this invoice (95% invoiced to date)	0.05	34,200.00	1,710.00
Civil Engineering Right of Way Improvement Plans - 5% this invoice (95% invoiced to date)	0.05	11,500.00	575.00
Civil Engineering Stormwater Management Plans (SWMP) - 0% this invoice (100% invoiced to date)	0	3,000.00	0.00
Land Surveying Utility Easement and Access Easement - 2 total	2	1,450.00	2,900.00
Construction Pd Construction Period Services - 10% this invoice (10% invoiced to date)	0.10	4,000.00	400.00
			Subtotal: 5,785.00

Please PAY ONLINE or remit payment to:
 Altitude Land Consultants, Inc.
 3461 Ringsby Court, #125
 Denver, CO 80216

Thank you for your business!

TOTAL OF NEW CHARGES
BALANCE DUE

5,785.00

\$5,785.00

***PLEASE NOTE: Altitude Land Consultants NOW ACCEPTS
ONLINE PAYMENTS!!

If paying by check or ACH, client does NOT need to pay the
2.9% Credit Card processing fee shown on the invoice.

50%
to Garage

ALC EIN: 47-2957686

Please PAY ONLINE or remit payment to:
Altitude Land Consultants, Inc.
3461 Ringsby Court, #125
Denver, CO 80216

Invoice Register

Payee
 Professional Service
 Industries Inc
 PO Box 74008418, Chicago,
 IL 60674-8418
 Phone:

Batch Id	17660
Control	61833
Invoice Number	00866281
Invoice Date	02/28/2023
Due Date	03/30/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	03/28/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
3/2023	1276.00	0.00		Check	Invoice	WeeklyJC	10010002
Notes:							
Fitz 500 Garage							

Contract	Job	Entity	Amount	Retention Category	Account	Acct Desc	GL Category	Notes
psi0001	22-xd006-001	id001	1276.00	0.0001452300	57010000	Cost of Sales		
Workflow Approval								
Workflow				Step	Status	Approved By	Approval Notes	Start Date Start Time
JobCost				Scan & Code	Completed	avanhook@corpore x.com		03/10/2023 09:46:21
JobCost				Project Manager	Completed	ssapp@corpore x.com		03/10/2023 09:48:50
JobCost				VP Construction	Completed	abogart@corpore x.com		03/13/2023 14:27:07
JobCost				APPROVED	Completed	abogart@corpore x.com		03/22/2023 16:37:52



DENVER CS/GEO DEPT
WESTMINSTER, CO 80234
(303) 424-5578

Professional Service Industries, Inc.
www.psiusa.com

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011
USA

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	02/28/23	00866281	0001

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/20/23	05322615-12	ENGINEERING TECH, SOIL (HR)	8.00	58.00	464.00
02/21/23	05322615-13	ENGINEERING TECH, SOIL (HR)	6.00	58.00	348.00
02/24/23	05322615-16	ENGINEERING TECH, SOIL (HR)	8.00	58.00	464.00

Invoice Total:	\$1,276.00
Balance Due:	\$1,276.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1220128	00866281	05322615	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
(IN THE CITY OF AURORA)
ARAPAHOE COUNTY, COLORADO**

Draw Request No. 9

\$361,888.60

The following draw request is being made pursuant to the Project Funding Agreement dated November 1, 2021 by and between Fitzsimons Village Metropolitan District No. 1 and Fitzsimons Village Metropolitan District No. 3.

The undersigned District Representative hereby makes a draw request and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$361,888.60.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Fitzsimons Village Metropolitan District No. 1
3. Payment is due to the above person for (describe nature of the obligation): Pay Application No. 9 Corporex Development & Construction Management LLC and Spencer Fane Invoice #1151978.
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

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of April, 2023.

Suzanne Schlicht, as District Representative

DocuSigned by:

 By _____
 Name Suzanne Schlicht
 Title President

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. 12

\$361,888.60

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 \$361,888.60.
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.

20²³. IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of April,

Suzanne Schlicht, as District Representative

DocuSigned by:
 By Suzanne Schlicht
 Name Suzanne Schlicht
 Title President

Gigi Pangindian, as District Accountant

DocuSigned by:
 By Gigi Pangindian

APPLICATION AND CERTIFICATE FOR PAYMENT

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: 11
 Application Date: 04/26/23
 Progress From: 04/01/23
 Progress To: 04/30/23
 Project Number: 22-x1006-001
 Contract Date: 7/5/2022

CONTRACT SUMMARY:

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

STATUS OF ACCOUNT:

Value of completed work to date (total from column G on schedule of values).....	\$	4,058,891.81
Less <u>5%</u> retained.....	\$	168,474.74
Total earned less retained amount.....	\$	3,890,417.07
Total amount previously approved (total from column D less retainage)	\$	2,976,071.28
Current Amount Due	\$	914,345.79
Balance to Finish (includes Retainage).....	\$	12,684,992.19

Change Order Summary

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

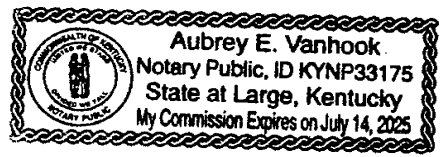
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:
 By: Alan Bogart Date: 5/1/23

Alan Bogart, VP Construction
 State of: Kentucky
 County of: Kenton

Subscribed and sworn to before me this 1 day of May, 2023.

Notary Public: Aubrey E. Vanhook
 My Commission expires: July 14, 2025



CONTINUATION SHEET

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

Fitzsimons 500 Parking Garage
 APPLICATION NO: 11
 APPLICATION DATE: 4/26/2023
 PERIOD TO: 4/30/2023
 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 DORE)	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					
1	Building Construction											
	Concrete	9,425,446.00	-	-	9,425,446.00	1,988,873.93	729,804.31		2,718,678.24	29%	6,706,767.76	135,933.91
	Masonry	139,506.00	-	-	139,506.00				-	0%	139,506.00	0.00
	Metals	609,282.00	-	-	609,282.00				-	0%	609,282.00	0.00
	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				-	0%	65,239.00	0.00
	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				-	0%	55,703.00	0.00
	Plumbing	421,770.00	(75000.00)	-	346,770.00	48,410.40	19,000.00		67,410.40	19%	279,359.60	3,535.00
	HVAC	16,331.00	75,000.00	-	91,331.00	12,240.60			12,240.60	13%	79,090.40	434.40
	Electrical	1,040,313.00	-	-	1,040,313.00	97,733.00			97,733.00	9%	942,580.00	4,100.00
	Electronic Safety & Security	50,000.00	-	-	50,000.00				-	0%	50,000.00	0.00
	Earthwork	435,886.00	-	-	435,886.00	245,974.00	81,975.00		327,949.00	75%	107,937.00	16,397.45
	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	82,502.16	6,357.31		88,859.47	15%	494,535.53	127.31
	General Contractor's General Conditions	641,026.00	-	-	641,026.00	125,847.28	41,621.64		167,468.92	26%	473,557.08	
	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			133,657.00	81%	30,884.00	
	General Contractor's Fee	521,739.00	-	-	521,739.00	77,980.43	14,738.57		92,719.00	18%	429,020.00	
	Corporex Staffing & Fee (3%)	474,288.00	-	-	474,288.00	87,743.28	27,034.42		114,777.70	24.2%	359,510.30	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	3,797.80	11,673.00		15,470.80	7%	212,761.70	0.00
	Testing	125,000.00	-	-	125,000.00	1,276.00	5,391.10		6,667.10	5%	118,332.90	0.00
	Geotechnical	10,000.00	10,000.00	-	10,000.00	4,655.00			4,655.00	47%	5,345.00	0.00
	Architectural	18,317.50	18,317.50	-	18,317.50	18,317.50			18,317.50	100%	0.00	0.00
		16,743,884.00	-	-	16,743,884.00	3,102,044.46	956,847.35	-	4,058,891.81	24.2%	12,684,992.19	168,474.74

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 \$914,345.79 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 04/30/2023 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: 5/1/23

Corporex Development & Construction Management, LLC
(Company Name)

By: [Signature]
Alan Bogart, VP Construction

STATE OF Kentucky

)SS:

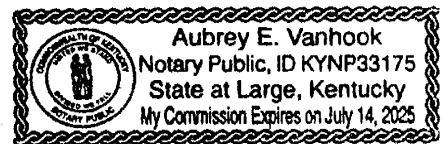
COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 1 day of May, 2023 by Alan Bogart as VP Construction on behalf of Corporex Development & Construction Management LLC.

[Signature]

Notary Public

Commission Expiration Date: July 14, 2023



Invoice Register

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

Batch Id	18087
Control	63819
Invoice Number	MCCLONE_500_A PP 10
Invoice Date	04/18/2023
Due Date	05/17/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
4/2023	693314.09	36490.22		Check	Invoice	JobCost	10010002

Notes:

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
mcclone0001	22-xl006-001	id001	729804.31	36490.22	03001000	57010000	Cost of Sales		

Workflow Approval		Step	Status	Approved By	Approval Notes	Start Date	Start Time
5SeasonOpex		Accountant Review	Canceled	kmcqueen@cor porex.com		04/19/2023	08:52:34
JobCost		Scan & Code	Completed	kmcqueen@cor porex.com		04/19/2023	08:54:13
JobCost		Project Manager	Completed	ssapp@corpore x.com		04/19/2023	08:54:17
JobCost		VP Construction	Started			04/20/2023	10:51:23

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 Hillside Circle, Suite B
 El Dorado Hills, CA 95762

APPLICATION NO: 10

PERIOD TO: 4/30/2023
 MCCLONE PROJECT NO: 1201
 CLIENT PROJECT NO:
 DATE: Apr 17, 23


Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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: 4/17/2023
 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.....	\$	2,718,678.24
(Column G on G703)		
5 RETAINAGE:		
a. 0.05 of Completed Work	\$	135,933.91
(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).....	\$	135,933.91
6 TOTAL EARNED LESS RETAINAGE.....	\$	2,582,744.33
(Line 4 less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	1,889,430.23
8 CURRENT PAYMENT DUE.....	\$	693,314.09
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$	6,474,255.67
(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
CONSTRUCTION SINCE 1975

Application No: 10
 Application Date: Apr 17, 23
 Period To: Apr 30, 23

Project Name: **Fitz 500 Garage**

	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED & STORED	%	BALANCE TO FINISH	RETAINAGE 5%	
			PREVIOUS APPLICATION	STORED THIS PERIOD					COMPLETED THIS PERIOD
PROJECT START-UP									
1	Design - Structural and Architectural Drawings	362,250.00	307,912.50	0.00	0.00	85%	54,337.50	15,395.63	
2	Office / Tool Shed	76,984.50	13,087.37	0.00	7,698.45	27%	56,198.68	1,039.29	
3	MCC Shop Drawings / Engineering	181,140.00	144,912.00	0.00	10,868.40	86%	25,359.60	7,789.02	
4	Equipment / Tools	217,400.00	32,610.00	0.00	21,740.00	25%	163,050.00	2,717.50	
5	Freight	151,251.90	18,150.23	0.00	15,125.19	22%	117,976.48	1,663.77	
MATERIALS									
6	Columns	68,970.00	68,970.00	0.00	0.00	100%	0.00	3,448.50	
7	Walls	54,443.04	54,443.04	0.00	0.00	100%	0.00	2,722.15	
8	Beams	241,952.96	222,596.72	0.00	0.00	92%	19,356.24	11,129.84	
9	Tables	235,007.02	223,256.67	0.00	0.00	95%	11,750.35	11,162.83	
10	Shoring / Reshore	63,326.10	0.00	0.00	0.00	0%	63,326.10	0.00	
FABRICATION									
11	Columns	100,563.00	100,563.00	0.00	0.00	100%	0.00	5,028.15	
12	Capitals	72,310.00	57,848.00	0.00	0.00	80%	14,462.00	2,892.40	
13	Walls	106,066.00	84,852.80	0.00	0.00	80%	21,213.20	4,242.64	
14	Beams	250,076.00	200,060.80	0.00	0.00	80%	50,015.20	10,003.04	
15	Tables	234,412.00	210,970.80	0.00	0.00	90%	23,441.20	10,548.54	
16	Shoring / Reshore	33,333.00	0.00	0.00	0.00	0%	33,333.00	0.00	
FOUNDATION									
17	Rammed Aggregate Piers	259,000.00	248,640.00	0.00	10,360.00	100%	0.00	12,950.00	
18	Footings	393,510.16	0.00	0.00	334,483.64	85%	59,026.52	16,724.18	
19	Columns	197,888.03	0.00	0.00	138,521.62	70%	59,366.41	6,926.08	
20	Walls	238,758.76	0.00	0.00	191,007.01	80%	47,751.75	9,550.35	
21	Slab On Grade	386,265.93	0.00	0.00	0.00	0%	386,265.93	0.00	
LEVEL 2									
22	Beam and Slab	602,179.65	0.00	0.00	0.00	0%	602,179.65	0.00	
23	Columns	71,094.10	0.00	0.00	0.00	0%	71,094.10	0.00	
24	Walls	165,810.53	0.00	0.00	0.00	0%	165,810.53	0.00	
LEVEL 3									
25	Beam and Slab	582,462.66	0.00	0.00	0.00	0%	582,462.66	0.00	
26	Columns	67,651.15	0.00	0.00	0.00	0%	67,651.15	0.00	
27	Walls	158,169.93	0.00	0.00	0.00	0%	158,169.93	0.00	
LEVEL 4									
28	Beam and Slab	577,591.99	0.00	0.00	0.00	0%	577,591.99	0.00	
29	Columns	64,329.08	0.00	0.00	0.00	0%	64,329.08	0.00	
30	Walls	150,289.60	0.00	0.00	0.00	0%	150,289.60	0.00	
LEVEL 5									
31	Beam and Slab	548,721.32	0.00	0.00	0.00	0%	548,721.32	0.00	
32	Columns	61,007.01	0.00	0.00	0.00	0%	61,007.01	0.00	
33	Walls	142,409.27	0.00	0.00	0.00	0%	142,409.27	0.00	
LEVEL 6									
34	Beam and Slab	518,850.64	0.00	0.00	0.00	0%	518,850.64	0.00	
35	Columns	57,684.94	0.00	0.00	0.00	0%	57,684.94	0.00	
36	Walls	134,528.93	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%	493,972.49	0.00	
38	Columns	52,466.92	0.00	0.00	0.00	0%	52,466.92	0.00	
39	Walls	127,266.84	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%	401,897.36	0.00	
41	Columns	33,088.25	0.00	0.00	0.00	0%	33,088.25	0.00	
42	Walls	120,618.94	0.00	0.00	0.00	0%	120,618.94	0.00	
SUBCONTRACT CHANGE ORDERS									
43	CO 1	0.00	0.00	0.00	0.00	0%	0.00	0.00	
		0.00	0.00	0.00	0.00	0%	0.00	0.00	
		0.00	0.00	0.00	0.00	0%	0.00	0.00	
TOTAL		\$9,057,000.00	\$1,988,873.93	\$0.00	\$729,804.31	\$2,718,678.24	30%	6,338,321.76	135,933.91

**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>4/30/2023</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>\$693,314.09</u>
Check Payable to:	<u>McClone Construction Company</u>

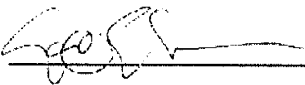
Exceptions:

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>3/31/2023</u>
Amount(s) of unpaid progress payment(s):	<u>\$236,268.28</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>4/17/2023</u>

Invoice Register

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

Batch Id	18158
Control	64073
Invoice Number	FitzGarage App7
Invoice Date	04/25/2023
Due Date	05/24/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
4/2023	177060.48	5884.04		Check	Invoice	JobCost	10010002
Notes: Fitz Garage app#7							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
turner0001	22-xl006-001	id001	6357.31	0.00	01001000	57010000	Cost of Sales		Project requirements
turner0001	22-xl006-001	id001	19252.00	962.60	07001000	57010000	Cost of Sales		
turner0001	22-xl006-001	id001	19000.00	950.00	22001000	57010000	Cost of Sales		HVAC
turner0001	22-xl006-001	id001	81975.00	3971.44	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	14738.57	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		04/25/2023	10:05:29	
JobCost	Project Manager	Completed	ssapp@corporex.com		04/25/2023	10:08:51	
JobCost	VP Construction	Canceled	kmcqueen@corporex.com		04/26/2023	09:32:57	
Colorado	Scan & Code	Canceled	kmcqueen@corporex.com		04/26/2023	15:35:31	
JobCost	Scan & Code	Completed	avanhook@corporex.com		04/26/2023	15:35:37	
JobCost	Project Manager	Started			04/26/2023	16:16:48	

Turner

1401 Zuni St. Suite 301
Denver CO 80204

April 19, 2023

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

APPLICATION # : 7

Enclosed is our application for payment number 7 in the amount of \$ 177,060.48 for work completed in conjunction with the above referenced project for the period 4/30/2023

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.

Invoice Register

Payee
 Corporex Realty &
 Investment
 100 E Rivercenter Blvd, Suite
 1100, Covington, KY 41011
 Phone:

Batch Id	18157
Control	64061
Invoice Number	Amex_Bogart_03.3 0.2023
Invoice Date	04/25/2023
Due Date	05/25/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
4/2023	15462.78	0.00		Check	Invoice	JobCost	10010002
Notes: Amex-Bogart_03/2023 JC							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
	22-xi006-001	id001	11673.00	0.00	50502500	57010000	Cost of Sales		Fitz Garage civil permit
	22-xe015-001	id001	111.94	0.00	01001000	57010000	Cost of Sales		Mega Corp - reprographics
	22-id001-001	id001	3677.84	0.00	01001000	57010000	Cost of Sales		St. E JRC - permit

Workflow Approval									
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time			
JobCost	Scan & Code	Completed	avanhook@corporex.com		04/25/2023	09:10:54			
JobCost	Project Manager	Completed	pbrunner@corporex.com		04/25/2023	09:16:36			
JobCost	VP Construction	Started			04/26/2023	06:40:10			

Prepared For
CORPOREX COMPANIES
CORPOREX COMPANIES L

Account Number
XXXX-XXXXX3-11003

Closing Date
03/30/23

Page 7 of 19

Activity Continued

Card Number XXXX-XXXXX3-12050	Reference Code	Amount \$
03/01/23 TST* BUTLER'S PANTRY COVINGTON REF# 9999993060 8592921699 03/01/23 RESTAURANTS ROC NUMBER 999999306050004	KY 9999993060	21.42
03/02/23 TST* BUTLER'S PANTRY COVINGTON REF# 9999993061 8592921699 03/02/23 RESTAURANTS ROC NUMBER 999999306150004	KY 9999993061	9.95
03/03/23 METROPOLITAN CLUB 859-4912400 REF# 030214809_2 8594912400 03/02/23	KY	75.05
03/03/23 E3 CHOPHOUSE STEAMBOAT SPR REF# 85179273062 970-879-7167 03/02/23	CO 85179273062	48.28
03/03/23 TST* BUTLER'S PANTRY COVINGTON REF# 9999993062 8592921699 03/03/23 RESTAURANTS ROC NUMBER 999999306250003	KY 9999993062	22.05
03/03/23 CO AURORA CITY SVS 0 DENVER REF# 312266550 303-534-3468 03/02/23 GOVERNMENT SERVICES ROC NUMBER 312266550	CO 3122665500	11,673.00
03/04/23 PHIPPS REPROGRAPHICS CINCINNATI REF# 95400016 513-793-1030 03/03/23 PRINTING/WRITING ROC NUMBER 95400016	OH 95400016000	111.94
03/05/23 Timber Torch Rest 16 Steamboat Springs CO 120184459 120184459 80487 03/04/23 Coors Light 16oz Can+ Bud 16oz Can+ ROC NUMBER 120184459 TAX \$4.80	CO 12018445800	65.80
03/05/23 CENTRAL PARK LIQUOR STEAMBOAT SPRINGS CO REF# 064001000 9708793428 03/04/23 ROC NUMBER 064001000	CO 06400100000	110.48
03/06/23 NCARB* TRANSMITTAL WASHINGTON DC REF# NT_NTEUCHTM +12028790553 03/06/23	DC	425.00
03/09/23 HOT HEAD BURRITOS - FLORENCE REF# 9999993068 8598691573 03/08/23 ROC NUMBER 999999306810003 TAX \$1.85	KY 9999993068	37.58
03/09/23 TST* BUTLER'S PANTRY COVINGTON REF# 9999993068 8592921699 03/09/23 RESTAURANTS ROC NUMBER 999999306850004	KY 9999993068	11.03
03/13/23 SKYLINE CHILI 68 850 COVINGTON KY REF# 10156320230 8592618474 03/13/23	KY 10156320230	45.65
03/15/23 UNITED AIRLINES HOUSTON TX TKT# 01698388965534 CONTINENTAL 03/14/23 PREFERRED SEAT UPGRADE BOGART /ECONOMY PLUS SUNITED AIRLINES UNITED AIRLINES HOUSTON TX FROM CINCINNATI OH TO HARE FIELD IL CARRIER CLASS UNAVAILABLE YY 00 TO UNAVAILABLE YY 00 TO UNAVAILABLE YY 00	TX 07483353000	32.00

FITZ 500 GARAGE CIVIL PERMIT

Continued on reverse

Prepared For
CORPOREX COMPANIES
CORPOREX COMPANIES L

Account Number
XXXX-XXXXX3-11003

Page 8 of 19

Activity Continued					Reference Code	Amount \$
03/15/23	UNITED AIRLINES TKT# 01698388965545 PREFERRED SEAT UPGRADE BOGART /ECONOMY PLUS SUNITED AIRLINES UNITED AIRLINES HOUSTON TX FROM O HARE FIELD IL TO STEAMBOAT SPRNGS C UA 00 UNAVAILABLE YY 00 TO UNAVAILABLE YY 00 TO UNAVAILABLE YY 00	HOUSTON CONTINENTAL 03/14/23			07483585000	63.00
03/16/23	UNITED AIRLINES TKT# 01698390048670 WIFI BOGART /WI-FI PANASONIUNITED AIRLINES UNITED AIRLINES HOUSTON TX FROM O HARE FIELD IL TO STEAMBOAT SPRNGS C UA 00 UNAVAILABLE YY 00 TO UNAVAILABLE YY 00 TO UNAVAILABLE YY 00	HOUSTON CONTINENTAL 03/15/23			07581846000	10.00
03/16/23	OLD TOWN PUB 9275400 REF# 73011003075 OTPSEAN@YAHOO.CO	STEAMBOAT SPR CO 03/15/23			73011003075	37.12
03/16/23	CVG 2141A Over the R Hebron 9939 9939 ROC NUMBER 9939	41048 KY 03/15/23			99390000000	2.59
03/17/23	UNITED AIRLINES TKT# 01698393230402 PREFERRED SEAT UPGRADE BOGART /ECONOMY PLUS SUNITED AIRLINES UNITED AIRLINES HOUSTON TX FROM DENVER CO TO CINCINNATI OH CARRIER CLASS UNAVAILABLE YY 00 TO UNAVAILABLE YY 00 TO UNAVAILABLE YY 00	HOUSTON CONTINENTAL 03/16/23			07683263000	93.00
03/17/23	3 WIRE BAR & GRILL REF# 31089093075	HAYDEN 9702765004 03/15/23			31089093075	26.62
03/17/23	3 WIRE BAR & GRILL REF# 31089093075	HAYDEN 9702765004 03/16/23			31089093075	32.54
03/17/23	3 WIRE BAR & GRILL REF# 31089093075	HAYDEN 9702765004 03/16/23			31089093075	14.55
03/17/23	TST* YAMPA VALLEY KI REF# 21105173076	STEAMBOAT SPRIN RESTAURANT 03/16/23			21105173076	55.56
03/17/23	LAMPS PLUS - 52 REF# 93489282 BED/BATHLINEN ROC NUMBER 93489282	866-634-8440 CHATSWORTH 03/16/23			93489282000	2,940.84
03/17/23	CINCINNATI AIRPORT A REF# 000662007 PARKING FEES ROC NUMBER 000662007	ERLANGER 3122742177 03/16/23			00066200700	40.00
03/21/23	HATHAWAY STAMP AND I 84165409 7194 MISC ROC NUMBER 84165409	CINCINNATI 5141011 03/21/23 TAX			84165409000	68.45
						\$1.37

Continued on next page



Prepared For
CORPOREX COMPANIES
CORPOREX COMPANIES L

Account Number
XXXX-XXXXX3-11003

Closing Date
03/30/23

Page 9 of 19

Activity Continued		Reference Code	Amount \$
03/23/23	PLANNING AND DEVELOP COVINGTON REF# 73011753082 SREDDY@PDSKC.ORG 03/22/23	KY 73011753082 <i>ST E JRC</i>	3,677.84
03/24/23	TST* YALL CAFE COVIN COVINGTON REF# 99999993083 8592921699 RESTAURANTS ROC NUMBER 9999999308350004	03/24/23 KY 99999993083	41.58
Total for ALAN BOGART		New Charges/Other Debits Payments/Other Credits	19,792.92 0.00

Aubrey Vanhook

FTZ Garage Receipt

From: Stephen Sapp
Sent: Tuesday, April 25, 2023 8:28 AM
To: Aubrey Vanhook
Subject: FW: City of Aurora Receipt Details for Transaction#: 203472104

-----Original Message-----

From: AmandaSystem@auroragov.org <AmandaSystem@auroragov.org>
Sent: Thursday, March 2, 2023 8:40 AM
To: Stephen Sapp <SSapp@Corporex.com>
Subject: City of Aurora Receipt Details for Transaction#: 203472104

[You don't often get email from amandasystem@auroragov.org. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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: 3/2/2023 6:39:00 AM

The Item was: City of Aurora Fees for Project# 1689518

The Amount Paid to the City of Aurora was: \$11673.00

The Transaction# was: 203472104

The Billnumber was: 706525

Best Regards,
The City of Aurora

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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: 7 (Pynt ref: 91203606) APPLICATION DATE: 04/19/2023 PERIOD TO: 04/30/2023 PROJECT NO: 220552 CONTRACT DATE: OWNERS REFERENCE NO:
FROM (CONTRACTOR): Turner Construction Company 1401 Zuni St., Ste 301 Denver CO 80204	VIA (CM/Owner's Rep.): VIA (ARCHITECT):	
CONTRACT FOR: Corporex, LLC INV DESCRIPTION:		

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	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 6,630,187.00
4. TOTAL COMPLETED & STORED TO DATE (Column J on Continuation Sheet)	\$ 1,146,970.77
5. RETAINAGE:	
a. 2.826 % of Completed Work \$ (Column G+H on Continuation Sheet)	32,413.52
b. 0.000 % of Stored Material \$ (Column I on Continuation Sheet)	0.00
Total Retainage	\$ 32,413.52
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,114,557.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 937,496.77
8. APPLICABLE TAXES OUTSIDE OF CONTRACT CURRENT APPLICATION	\$ 0.00
9. CURRENT PAYMENT OUE	\$ 177,060.48
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 5,515,629.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges 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 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: 4/19/2023
 Name: Brandon Valdez Title: Project Executive
 State of: Colorado County of: Denver
 Subscribed and sworn before me this 19th day of April 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 \$ 177,060.48

(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. Use Column L on Contracts where variable retainage for line items may apply.							APPLICATION NO: 7 (Pymt ref: 91203606)									
							APPLICATION DATE: 04/19/2023									
							PERIOD TO: 04/30/2023									
							ARCHITECT'S PROJECT NO:									
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN 'G' OR 'H')	TOTAL		BALANCE TO FINISH (F-J)	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	262.76	138.13	0.00	400.89	2.89	13,459.11	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	1,260.00	0.00	0.00	1,260.00	0.41	308,340.00	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	137.55	155.50	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	0.00	350.00	0.00	350.00	2.14	15,982.00	0.00				
10	Erosion Control	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				
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	518.85	1,410.40	0.00	1,929.25	24.12	6,070.75	0.00				
13	Barricades/Temp Fence	33,000.00	0.00	0.00	33,000.00	0.00	1,093.28	0.00	1,093.28	3.31	31,906.72	0.00				
16	Permits	4,500.00	0.00	0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00				
21	Survey	14,000.00	0.00	0.00	14,000.00	0.00	3,210.00	0.00	3,210.00	22.93	10,790.00	0.00				
	General Requirements	656,615.00	0.00	0.00	656,615.00	6,679.16	6,357.31	0.00	13,036.47	1.99	643,578.53	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	0.00	0.00	0.00	0.00	798,258.00	0.00				
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	0.00	19,252.00	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	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	0.00	0.00	0.00	0.00	0.00	9,669.00	0.00				
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	0.00	(10,853.00)	1,883,023.00	6,679.16	25,609.31	0.00	32,288.47	1.71	1,850,734.53	962.60				

CONTINUATION SHEET												Page 3 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 7 (Pynt ref: 91203606)							
Use Column L on Contracts where variable retainage for line items may apply.						APPLICATION DATE: 04/19/2023							
						PERIOD TO: 04/30/2023							
						ARCHITECT'S PROJECT NO:							
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN 'G' OR 'H')	TOTAL		BALANCE TO FINISH (F-J)	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	0.00	0.00	0.00	0.00	0.00	54,880.00	0.00	
47	Plumbing & HVAC	346,655.00	0.00	0.00	346,655.00	60,388.00	19,000.00	0.00	79,388.00	22.90	267,267.00	3,969.40	
48	Electrical	1,017,460.00	0.00	0.00	1,017,460.00	97,500.00	0.00	0.00	97,500.00	9.58	919,960.00	4,100.00	
49	Earthwork	722,785.00	14,760.00	0.00	737,545.00	272,660.38	81,975.00	0.00	354,635.38	48.08	382,909.62	17,731.77	
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	14,760.00	0.00	4,228,162.00	543,543.38	120,227.00	0.00	663,770.38	15.70	3,564,391.62	32,413.52	
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	125,464.92	41,621.64	0.00	167,086.56	28.54	418,416.44	0.00	
	General Conditions	585,503.00	0.00	0.00	585,503.00	125,464.92	41,621.64	0.00	167,086.56	28.54	418,416.44	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	154.31	0.00	66,461.31	66,461.31	0.00	0.00	66,461.31	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	382.36	0.00	134,835.36	134,835.36	0.00	0.00	134,835.36	100.00	0.00	0.00	
61	Fee	535,948.00	537.69	0.00	536,485.69	77,980.43	14,738.57	0.00	92,719.00	17.28	443,766.69	0.00	
	Fee	535,948.00	537.69	0.00	536,485.69	77,980.43	14,738.57	0.00	92,719.00	17.28	443,766.69	0.00	
	PAGE TOTAL	4,736,311.00	0.00	10,853.00	4,747,164.00	957,347.09	157,335.21	0.00	1,114,682.30	17.30	3,632,481.70	31,450.92	

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: 7 (Pymt ref: 91203606) APPLICATION DATE: 04/19/2023 PERIOD TO: 04/30/2023 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		% (J/F)			
	Construction	6,630,187.00	0.00	0.00	6,630,187.00	964,026.25	182,944.52	0.00	1,146,970.77	17.30	5,483,216.23	32,413.52
	TOTAL CONTRACT	6,630,187.00	0.00	0.00	6,630,187.00	964,026.25	182,944.52	0.00	1,146,970.77	17.30	5,483,216.23	32,413.52
	APPLICABLE TAXES OUTSIDE OF CONTRACT					0.00	0.00		0.00			

WAIVER & RELEASE OF LIEN

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

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

TCCo Job Number: 220552

WHEREAS THE UNDERSIGNED (X) 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, [X] Contractor, [] Subcontractor, [] Architect or Engineer

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

^{initial}
EV PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or equipment provided in the amount of: one hundred seventy seven thousand sixty and 48/100 dollars covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
4/19/2023	7	\$177,060.48

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: April 30, 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}
EV CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and ~~that~~ 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 \$833,762.09 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.

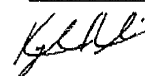
THE PERSON SIGNING does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

State of: Colorado)
County of: Denver)ss

COMPANY NAME: Turner Construction

Subscribed and sworn to before me this 19th day of April 2023

ADDRESS: 1401 Zuni St Suite 301
Denver, CO 80204

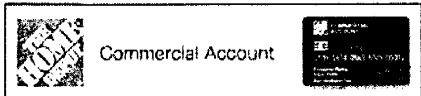
NOTARY PUBLIC: 

SIGNED: ^{DocuSigned by:}
Brandon Valley
BC02F06337E4402
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

DocuSign Envelope ID: FA7636F8-5B02-4204-A55C-032DF1EE5BDF



Commercial Account

10035602
6035322650306909

INVOICE

Invoice #: 1514700

Please pay from this invoice.

TURNER CONSTRUCTION CO
1401 ZUNI STREET
SUITE 301

Account xxxx xxxx xxxx 6909
Transaction Date 03/02/23
Total Invoice Due by 05/31/23 \$138.13
Balance Due if paid online by 03/22/23 \$135.57

Customer #	Purchased By	Authorized By	Purchase Order/Job Name	Customer Agreement #
00061	PAULSEN THOMAS	PAULSEN THOMAS	220552	
Store / Register #: 1519, LITTLETON, CO / 51				

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
JOBSITE 24" SMOOTH SURFACE PUSHBROOM	00009408930000400015	1.0000	EA	\$32.97	\$32.97
JOBSITE 24" ROUGH SURFACE PUSHBROOM	00009412890000400015	1.0000	EA	\$36.97	\$36.97
HUSKY D-HANDLE ALUMINUM SCOOP	10059033820001100003	1.0000	EA	\$44.98	\$44.98
ANVIL TRANSFER SHOVEL	00007652360001100003	1.0000	EA	\$12.98	\$12.98

SUBTOTAL	\$127.90
TAX	\$10.23
SHIPPING	\$0.00
TOTAL	\$138.13

Early Pay Discount	\$2.56
Balance Due if paid online by 03/22/23	\$135.57

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 2 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 790420
St. Louis, MO 63179

Your Account Number is xxxx xxxx xxxx 6909

Amount Due \$138.13
Due Date May 31, 2023
Invoice Number 1514700

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

DocuSign Envelope ID: FA7636F8-5B02-4204-A55C-032DF1EE5BDF

Doc. Type : ZC (Concur (non-vendor)) Normal document					
Doc. Number	6379856	Company Code	3000	Fiscal Year	2023
Doc. Date	04/03/2023	Posting Date	04/07/2023	Period	04
Calculate Tax	<input type="checkbox"/>				
Ref. Doc.	T PAULSEN				
Doc. Currency	USD				
Doc. Hdr Text	00713289				

Text	Assignment	G/L amount	Curr.	Account	Account short text	CoCd	Profit Ctr	Cost Ctr	WBS element
2023-03-08/GENERATOR	MISCELLANEOUS EXPE	39.44	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-03-10/GENERATOR	MISCELLANEOUS EXPE	38.88	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-03-20/GENERATOR GAS	MISCELLANEOUS EXPE	39.03	USD	520000	Materials	3000	300392		220552.01.01.65.656700M
2023-03-21/GENERATOR GAS	MISCELLANEOUS EXPE	38.15	USD	520000	Materials	3000	300392		220552.01.01.65.656700M

WELCOME
CR 4848
12796 E Colfax Ave
Aurora CO
80011

*** CONTACTLESS ***
DATE 3/21/23 9:29
TRAN# 9053372
PUMP# 05
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 9.785
PRICE/G: \$3.899
FUEL SALE \$38.15
CREDIT \$38.15

VISA
*****6193
Entry: Contactless M
SR
Auth #: 055970
Resp Code: 000
Stan: 07411622622
Invoice #: 856942
Store # *****

THANK YOU
HAVE A NICE DAY

WELLSITE,
LP 4944
11200 E. 10th Ave.
Denver, CO
80231

*** CONTACTLESS ***

DATE 07/28/23 7:24

TRAN# 9053252

PUMP# 05

SERVICE LEVEL: SELF

PRODUCT: UNLD

GALLONS: 10.811

PRICE/G: \$3.999

FUEL SALE \$39.63

CREDIT \$39.63

VISA

*****5980

Entry: Contactless M

SR

Auth #: 034610

Resp Code: 000

Stan: 07401610953

Invoice #: 855559

Store # *****

THANK YOU
HAVE A GREAT DAY

WELCOME
CV 4048
10796 E Colfax Ave
Aurora CO
80011

*** CONTACTLESS ***
DATE 3/10/20 10:35
TRAN# 9038261
PUMP# 03
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 9.625
PRICE/G: \$4.039
FUEL SALE \$38.88
CREDIT \$38.88

VISA

*****5980

Entry: Contactless M
SR

Auth #: 098000

Resp Code: 000

Stan: 07301598075

Invoice #: 844264

Store # *****

THANK YOU
HAVE A NICE DAY

WELCOME
TO 7888
17788 Elm Street Ave
Aurora, IL 60011
888888

DATE 07/20 15:08
TRAN# 0038185
PUMP# 0-
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 9.889
PRICE/G: \$4.079
FUEL SALE \$39.44
CREDIT \$39.44

USD\$39.44

*****5080
Entry: Chip Read
AppName: CHASE VISA
AuthNet: VISA
MODE: Issuer
AID: A0000000031018
Auth #: 053250
Resp Code: 000
Stan: 07281593773
Invoice #: 842004
Shift #: 1
Store # *****



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

Invoice

Date	Invoice #
03/03/2023	71803
Invoice Total	
350.00	

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

<i>Service Address:</i>
220552 TURNER 13500 E COLFAX ST AURORA CO 80045 10106463

Account No. 01-3473 5

Due Date 03/03/2023

For proper credit please return this portion.

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
03/03/23	WORK ORDER#: 71581 30YD TRASH DEL	1.00		350.00
			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	350.00	0.00	0.00	0.00	350.00

HILLEN ROLL OFF

Account No.: 01-3473 5

Billing Name: TURNER

Due Date: 03/03/2023

Invoice #: 71803



ARC Document Solutions, LLC
 4345 Dean Martin Drive
 Las Vegas, NV 89103
 Phone: (702) 794-4400

220552

INVOICE NO. 12038265

INVOICE DATE 03/20/23

WORK ORDER# dsf93751

SOLD TO:

Cust# 424851
 Turner Construction - Colorado
 V#10098209 - Alt V #70007573
 1401 Zuni St., Suite 301
 Denver, CO 80204

SHIP TO:

Cust# 424851
 Turner Construction - Colorado
 V#10098209 - Alt V #70007573
 1401 Zuni St., Suite 301
 Denver, CO 80204

JOB DUE: 03/09/23 at 07:49AM

Our Vehicle

CONTACT	PHONE	PURCHASE ORDER#	SALES REP
Thomas Paulsen/Turner Construction	303.910.9692		Jim Elder

JOB#	JOB NAME	BILLER	LOC
	Signage	Susan L. Goble	230076

OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
2225.14	Print 3/16" Coroplast Sign 1S	1	1	36X24	6	SF		32.40
2202	Digital Color Prints - Vinyl	2	1	24X36	12	SF		72.90
2225.14	Print 3/16" Coroplast Sign 1S	1	1	12X18	3	SF		10.80
2225.14	Print 3/16" Coroplast Sign 1S	1	1	12X18	3	SF		10.80
2225.14	Print 3/16" Coroplast Sign 1S	1	1	30X20	5	SF		27.00
2225.41	DiBond Sign	1	5	36X48	60	SF		405.00
2225.14	Print 3/16" Coroplast Sign 1S	1	1	36X24	6	SF		32.40
2225.14	Print 3/16" Coroplast Sign 1S	1	1	12X18	3	SF		10.80
2225.41	DiBond Sign	1	10	12X18	30	SF		189.00
2225.14	Print 3/16" Coroplast Sign 1S	1	1	20X30	5	SF		27.00
2202	Digital Color Prints - Vinyl	1	1	72X48	24	SF		291.60
2225.14	Print 3/16" Coroplast Sign 1S	1	1	0X0	3	SF		129.60
	2 AT 24X24 + 2 AT 48X24							
2225.14	Print 3/16" Coroplast Sign 1S	1	1	36X26	7	SF		32.40
5200	Delivery	1	1	80204	1	EA		18.00
	Denver							
5205	Fuel Surcharge	1	1		1	EA		6.50

Please mail payments to our NEW
 remit address: PO Box 511580 Los
 Angeles, CA 90051-8135 Thank you

For Billing Inquiries, please contact your local branch at (303) 696-6363
For Account Inquiries and Payment Information, please call Carolyn Dixson at 702-684-8833

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
1296.20		114.20	1410.40		1410.40

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days
 Remit To: ARC Document Solutions, LLC PO Box 511580 Los Angeles, CA 90051-8135

5024298

CFD

United Site National Services Company
118 Flanders Road
Westborough, MA 01581



Customer ID: DEN-05062
 Invoice No: 114-13527004
 Terms: Due Upon Receipt
 P.O. No:
 Our Order No: 0-2240683
 Invoice Date: 02/20/23

Customer Service: 1-800-791-8748
Payment Inquiries: 1-800-716-1428
Fax No.: 508-594-2581

INVOICE

Bill To: TURNER CONSTRUCTION DENVER
 1401 ZUNI STREET
 DENVER, CO 80012

Ship To: TURNER CONSTRUCTION DENVER
 13500 E COLFAX AVE
 AURORA, CO 80045

220552
 5700019943
 10020452

Item / Description	Quantity	Term	From / Thru	Unit Price	Total Price
F-8LP Fence - 8FT Line Post	1 Each	Initial	02/13/23 03/10/24	21.45	21.45
F-EXCHANGE Fence - Exchange - F-6X12TSP	3 Each	Misc.	02/13/23 02/13/23	190.00	570.00
F-6X24DDG Fence - 6x24 DD Gate	2 Each	Initial	02/13/23 03/10/24	200.00	400.00
FSC Fuel & Inflation Surcharge	1 Each	Initial	02/13/23 03/10/24	2.12355	2.12
FSC Fuel & Inflation Surcharge	3 Each	Misc.	02/13/23 02/13/23	18.81	56.43
FSC Fuel & Inflation Surcharge	2 Each	Initial	02/13/23 03/10/24	19.80	39.60

United Site National Services Company
118 Flanders Road
Westborough, MA 01581



Customer ID: DEN-05062
Invoice No: 114-13527004
Terms: Due Upon Receipt
P.O. No:
Our Order No. 0-2240683
Invoice Date: 02/20/23

Customer Service: 1-800-791-8748
Payment Inquiries: 1-800-716-1428
Fax No.: 508-594-2581

INVOICE

Bill To: TURNER CONSTRUCTION DENVER
1401 ZUNI STREET
DENVER, CO 80012

Ship To: TURNER CONSTRUCTION DENVER
13500 E COLFAX AVE
AURORA, CO 80045

Subtotal: 1,089.60
Tax: 3.68
Total: 1,093.28

Pay Your Invoices Online at www.UnitedSiteServices.com/BillPay

Please detach this coupon and include with your payment in the enclosed envelope.
See Reverse for Terms & Conditions, which are part of this Agreement
wherein United Site National Services Company is referred to as "Company"

TURNER CONSTRUCTION DENVER

Customer ID:	DEN-05062	Subject to Tax	Exempt from Tax	Subtotal:	1,089.60
Invoice Number:	114-13527004	98.15	991.45	Tax:	3.68
Our Order No:	0-2240683			Total:	1,093.28

Please Remit to: United Site National Services Company
PO Box 660475
Dallas, TX 75266-0475



Amount Paid:

[Empty box for Amount Paid]

Check this box if you would like to pay by credit card, change your address or decline damage waiver, and you have completed the necessary form(s) on the reverse.

00000000114-1352700400001093287

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: Drexel Barrell & Co. 1376 Miners Dr., Suite 107 Lafayette, Colorado 80026	PROJECT: Corporex - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 5 PERIOD TO: 04/30/23 CONTRACT FOR: 4900015407 - Building Control & Survey 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	\$	16,050.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	16,050.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	3,210.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	160.50
b. 0.0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	160.50
6. TOTAL EARNED LESS RETAINAGE	\$	3,049.50
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	3,049.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	13,000.50

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: Drexel Barrell & Co.

By: Evelyn Patricia Bowen Date: April 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 \$ 3,049.50

(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.: 5

APPLICATION DATE: 04/14/23

PERIOD TO: 04/30/23

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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
00010	Building Control & Survey	16,050.00	0.00	3,210.00	0.00	3,210.00	20.0%	12,840.00	160.50
	GRAND TOTAL	\$16,050.00	\$0.00	\$3,210.00	\$0.00	\$3,210.00	20.0%	\$12,840.00	\$160.50

AIA Document G703[™] – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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] Evelyn Patrice Bowen PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or
equipment provided in the amount of: Three thousand forty nine and 50/100 dollars \$3,049.50
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: 04/30/2023, 05-4900015407 - 2611, \$3,049.50

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: 04/30/2023

[] 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] Evelyn Patrice Bowen 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: Drexel Barrell & Co.

ADDRESS: 1376 Miners Dr, Suite 107
Lafayette, Colorado 80026

SIGNED: Evelyn Patrice Bowen
TITLE: Accounts Receivable

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:

Alpha Insulation & Waterproofing (DEN)
635 E. 52nd Avenue, Suite 300
Denver, Colorado 80216

PROJECT:

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

VIA ARCHITECT:

APPLICATION NO: 5

PERIOD TO: 04/30/23

CONTRACT FOR: 4700177122 - Waterproofing & Dampproofing

CONTRACT DATE: 12/05/22

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	\$	25,567.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	25,567.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	19,252.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	962.60
b. 0.0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	962.60
6. TOTAL EARNED LESS RETAINAGE	\$	18,289.40
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	18,289.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,277.60

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: Alpha Insulation & Waterproofing (DEN)

By: Lisa Espinosa Date: April 18, 2023
DocuSigned by:
 19611AC76F1224E7
 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 \$ 18,289.40

(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.: 5

APPLICATION DATE: 04/14/23

PERIOD TO: 04/30/23

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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
00010	Waterproofing & Dampproofing	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
00011	Asphalt Emulsion Dampproofing	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
00012	Material	5,554.00	0.00	5,554.00	0.00	5,554.00	100.0%	0.00	277.70
00013	Labor	5,726.00	0.00	5,726.00	0.00	5,726.00	100.0%	0.00	286.30
00014	Pre-applied Membrane Waterproofing at elevator pits	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
00015	Material	8,572.00	0.00	4,783.00	0.00	4,783.00	55.8%	3,789.00	239.15
00016	Labor	5,715.00	0.00	3,189.00	0.00	3,189.00	55.8%	2,526.00	159.45
	GRAND TOTAL	\$25,567.00	\$0.00	\$19,252.00	\$0.00	\$19,252.00	75.3%	\$6,315.00	\$962.60

AIA Document G703[™] - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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] LISA ESPINOZA PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Eighteen thousand two hundred eighty nine and 40/100 dollars \$18,289.40
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: 04/30/2023, 05-4700177122, \$18,289.40

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: 04/30/2023

[] 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] LISA ESPINOZA 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: Alpha Insulation & Waterproofing
(DEN)

ADDRESS: 635 E. 52nd Avenue Suite 300
Denver, Colorado 80216

SIGNED: Lisa Espinoza
TITLE: Billing Specialist

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: 5

PERIOD TO: 04/30/23

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	\$	<u>346,655.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1+2)	\$	<u>346,655.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	<u>79,388.00</u>
5. RETAINAGE:		
a. 5.0% of Completed Work (Column D + E on G703)	\$	<u>3,969.40</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>3,969.40</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>75,418.60</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>57,368.60</u>
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	<u>18,050.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 5)	\$	<u>271,236.40</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: Design Mechanical

By: Erin Goss Date: April 14, 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 \$ 18,050.00

(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.: 5

APPLICATION DATE: 04/14/23

PERIOD TO: 04/30/23

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)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (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	2,000.00	14,000.00	0.00	16,000.00	57.1%	12,000.00	800.00
110	Underground Plumbing Labor	57,880.00	0.00	5,000.00	0.00	5,000.00	8.6%	52,880.00	250.00
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	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00
135	Above Ground Plumbing Materials	60,000.00	4,200.00	0.00	0.00	4,200.00	7.0%	55,800.00	210.00
140	Above Ground Plumbing Labor	96,000.00	0.00	0.00	0.00	0.00	0.0%	96,000.00	0.00
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	\$60,388.00	\$19,000.00	50.00	\$79,388.00	22.9%	\$267,267.00	\$3,969.40

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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: Eighteen thousand fifty dollars \$18,050.00
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: 04/30/2023, 05-4700174784, \$18,050.00

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: 04/30/2023

[] 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] 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 \$49,115.00
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: 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: 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: 5 PERIOD TO: 04/30/23 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	\$ 21,979.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 831,764.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 354,635.38
5. RETAINAGE:	
a. 5.0% of Completed Work (Column D + E on G703)	\$ 17,731.77
b. 0.0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 17,731.77
6. TOTAL EARNED LESS RETAINAGE	\$ 336,903.61
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 259,027.36
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 77,876.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 494,860.39

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

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 Dabel Date: April 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 \$ 77,876.25

(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.: 5

APPLICATION DATE: 04/14/23

PERIOD TO: 04/30/23

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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
001	100 - Earthwork Mobilization	36,500.00	18,405.00	18,095.00	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	35,340.00	0.00	0.00	35,340.00	36.1%	62,660.00	1,767.00
001	140 - Structural Earthwork	217,000.00	119,786.38	52,080.00	0.00	171,866.38	79.2%	45,133.62	8,993.32
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	0.00	11,800.00	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

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA[®] Document G703[™] - 1992

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.: 5

APPLICATION DATE: 04/14/23

PERIOD TO: 04/30/23

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)
			FROM PREVIOUS APPLICATION (D + 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
	GRAND TOTAL	\$831,764.00	\$272,660.38	\$81,975.00	\$0.00	\$354,635.38	42.6%	\$477,128.62	\$17,731.77

AIA Document G703[™] - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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: Seventy seven thousand eight hundred seventy six and 25/100 dollars \$77,876.25
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: 04/30/2023, 220454-04, \$77,876.25

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: 04/30/2023

[] 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 \$235,556.30
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
 Professional Service
 Industries Inc
 PO Box 74008418, Chicago,
 IL 60674-8418
 Phone:

Batch Id	17846
Control	62627
Invoice Number	00864992
Invoice Date	03/27/2023
Due Date	04/26/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
3/2023	3295.10	0.00		Check	Invoice	WeeklyJC	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes	
psi0001	22-xl006-001	id001	3295.10	0.00	01452300	57010000	Cost of Sales			
Workflow Approval										
Workflow				Step		Status	Approved By	Approval Notes	Start Date	Start Time
JobCost				Scan & Code		Completed	kmcqueen@corporex.com		03/27/2023	08:56:09
JobCost				Project Manager		Completed	ssapp@corporex.com		03/27/2023	08:56:24
JobCost				VP Construction		Completed	abogart@corporex.com		03/27/2023	11:14:10
JobCost				APPROVED		Completed	abogart@corporex.com		04/07/2023	11:04:33

PSI 0001



DENVER CS/GEO DEPT
WESTMINSTER, CO 80234
(303) 424-5578

Federal ID 37-0962090

Professional Service Industries, Inc.
www.psiousa.com

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011
USA

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	02/27/23	00864992	0001

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/02/23	05322615-2	SAMPLE/CYL PICKUP (HR)	2.00	58.00	116.00
02/02/23	05322615-2	AG, #200 WASH/DRY SIEVE (EA)	2.00	79.00	158.00
02/02/23	05322615-2	SO, ATTERBERG LIMITS (EA)	2.00	70.00	140.00
02/02/23	05322615-2	SO, M-D RELATION STD (EA)	2.00	142.00	284.00
02/08/23	05322615-3	ENGINEERING TECH, SOIL (HR)	3.00	58.00	174.00
02/09/23	05322615-4	ENGINEERING TECH, SOIL (HR)	5.90	58.00	342.20
02/10/23	05322615-5	ENGINEERING TECH, SOIL (HR)	2.00	58.00	116.00
02/10/23	05322615-6	ENGINEERING TECH, SOIL (HR)	2.00	58.00	116.00
02/13/23	05322615-7	ENGINEERING TECH, SOIL (HR)	3.00	58.00	174.00
02/14/23	05322615-8	SAMPLE/CYL PICKUP (HR)	3.00	58.00	174.00
02/14/23	05322615-8	ENGINEERING TECH, SOIL (HR)	6.00	58.00	348.00

Invoice Total: *Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:	Customer # 1220128	Invoice # 00864992	Project Number 05322615	Amount Enclosed
----------------------------	-----------------------	-----------------------	----------------------------	-----------------

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418



DENVER CS/GEO DEPT
WESTMINSTER, CO 80234
(303) 424-5578

Federal ID 37-0962090

Professional Service Industries, Inc.
www.psiusa.com

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011
USA

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	02/27/23	00864992	0002

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/14/23	05322615-8	AG, #200 WASH/DRY SIEVE (EA)	2.00	79.00	158.00
02/14/23	05322615-8	SO, ATTERBERG LIMITS (EA)	2.00	70.00	140.00
02/14/23	05322615-8	SO, M-D RELATION STD (EA)	2.00	142.00	284.00
02/16/23	05322615-10	ENGINEERING TECH, SOIL (HR)	4.00	58.00	232.00
02/17/23	05322615-11	ENGINEERING TECH, SOIL (HR)	5.80	58.00	336.40
02/17/23	05322615-8	LABORATORY TECHNICIAN (HR)	2.50	1.00	2.50

Invoice Total: \$3,295.10
Balance Due: \$3,295.10

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to.	Customer #	Invoice #	Project Number	Amount Enclosed
	1220128	00864992	05322615	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

Invoice Register

Payee
 Professional Service
 Industries Inc
 PO Box 74008418, Chicago,
 IL 60674-8418
 Phone:

Batch Id	18002
Control	63420
Invoice Number	00870805
Invoice Date	04/10/2023
Due Date	05/10/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
4/2023	846.00	0.00		Check	Invoice	WeeklyJC	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
psi0001	22-xl006-001	id001	846.00	0.00	01452300	57010000	Cost of Sales		
Workflow Approval									
Workflow				Step			Status	Approved By	Approval Notes
JobCost				Scan & Code			Completed	kmcqueen@corporex.com	04/10/2023 14:09:44
JobCost				Project Manager			Completed	ssapp@corporex.com	04/10/2023 14:09:48
JobCost				VP Construction			Completed	abogart@corporex.com	04/11/2023 08:41:58
JobCost				APPROVED			Completed	abogart@corporex.com	04/12/2023 09:58:39



Professional Service Industries, Inc.
www.psiusa.com

DENVER CS/GEO DEPT
WESTMINSTER, CO 80234
(303) 424-5578

Federal ID 37-0962090

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011
USA

CORPOREX DEVELOPMENT
100 E RIVERCENTER BLVD
SUITE 1100
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	03/31/23	00870805	0001

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/27/23	05322615-17	ENGINEERING TECH. SOIL (HR)	6.00	58.00	348.00
02/28/23	05322615-18	ENGINEERING TECH. SOIL (HR)	6.00	58.00	348.00
03/31/23	05322615-1	ENGINEER, PROJECT (HR)	1.00	150.00	150.00

Invoice Total: \$846.00
Balance Due: \$846.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:	Customer #	Invoice #	Project Number	Amount Enclosed
	1220128	00870805	05322615	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

Invoice Register

Payee
 PCS Group Inc.
 PO Box 18287, Denver, CO
 80218-0287
 Phone: 3035314905

Batch Id	18016
Control	63522
Invoice Number	14908
Invoice Date	04/03/2023
Due Date	05/03/2023
Approved By	
Printed By	avanhook@corporex.com
Printed On	04/27/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
4/2023	2500.00	0.00		Check	Invoice	WeeklyJC	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
	22-xl006-001	id001	1250.00	0.00	50101000	57010000	Cost of Sales		
	22-xl006-002	id001	1250.00	0.00	50101000	57010000	Cost of Sales		

Workflow Approval							
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time	
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		04/12/2023	08:21:57	
JobCost	Project Manager	Completed	ssapp@corporex.com		04/12/2023	08:22:01	
JobCost	VP Construction	Completed	abogart@corporex.com		04/12/2023	08:46:26	
JobCost	APPROVED	Completed	abogart@corporex.com		04/12/2023	09:59:03	

2023/03/31
 2023
 03/31/2023
Invoice

PCS Group Inc.
 PO Box 18287
 Denver, CO 80218-0287
 +1 7202664806
 rose@pcsgroupco.com
 www.pcsgroupco.com



BILL TO
 Mr Alan Bogart
 Corporex Companies
 Fitz 500
 100 E. RiverCenter Boulevard, Suite
 1100
 Covington, KY 41011

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14908	04/03/2023	\$2,500.00	05/03/2023	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Charges			
03/31/2023	Fixed Fee FIXED FEE: CD's @ 68% complete.	1	2,500.00	2,500.00
	Subtotal: Charges			2,500.00
	Billable Time			
03/31/2023	CAD work change out pavers to sod, update sheets accordingly - Kurt Moje	1:00	0.00	0.00
03/31/2023	Design - Principal Updated photometric coordination and speak with Alan B at Corporex on status. - Paul Shoukas	1:00	0.00	0.00
	Subtotal:			0.00
	BALANCE DUE			\$2,500.00

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. 13

\$914,345.79

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 \$914,345.79.
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 _____ day of _____,
 20____.

Suzanne Schlicht _____, as District Representative

By _____
 Name Suzanne Schlicht _____
 Title President _____

Gigi Pangindian, as District Accountant

By _____