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October 01, 2025

Members of the Board of Directors
Granby Ranch Metropolitan District
Granby, CO 80446

Dear Board Members,

Wolfersberger, LLC ("Wolfersberger" or "we"), a limited liability company organized under the laws of the State of Colorado, is pleased to provide covenant enforcement and design review services on behalf of Granby Ranch Metropolitan District (the "District" or "you"), a quasi-municipal corporation and political subdivision of the State of Colorado, beginning January 01, 2026. The purpose of this engagement letter (i.e. "Engagement Letter" or "Agreement") is to confirm our mutual understanding of the specific terms and conditions of our services, which terms and conditions are supplemented by our General Terms and Conditions set out in the **Appendix I** attached to this Engagement Letter. Should there be any conflict between our General Terms and Conditions and the specific terms and conditions set out in this Engagement Letter, the specific terms and conditions of this Engagement Letter shall apply.

I. Agent Authority & Communication

The District hereby grants Wolfersberger the authority and powers necessary to perform the Services (defined in Section II) in the name of the District.

Wolfersberger will take direction only from (a) the District's Board, as defined by proper resolution, (b) the President of the District acting within his/her scope of delegated authority or (c) if the President is absent, the Vice President of the District acting within his/her scope of delegated authority. The District assures Wolfersberger that Board communications between the District and Wolfersberger that occur outside of Board meetings will be coordinated through the President or Vice President of the District.

II. Scope of Services

The following lists the scope and nature of services (i.e. "Services") that will be provided by Wolfersberger during the term of this Agreement:



Accounts Payable

We will manage the District’s accounts payable process.

The District is responsible for approving all contracts for services, change orders to such contracts, reimbursement requests and purchase orders and is responsible for providing us with such approved contracts, change orders, reimbursement requests and purchase orders.

The District is responsible for reviewing and approving invoices for payment. We are not responsible for the District’s loss of early payment discounts or imposition of past due fees due to any failure by the District to review and approve invoices for payment in a timely manner. However, subject to restrictions provided in the next paragraph, we are responsible for ensuring Board-approved invoices are paid in a timely manner.

We are responsible for ensuring the District’s cash balances are adequate before issuing remittances to vendors and contractors. We will inform the Board if the District’s cash balances are (a) insufficient to fund check remittances or (b) below a Board-established minimum threshold. In these situations, we will not issue check remittances until after we receive additional approval from the Board.

Debt Service

We will manage the District’s debt payment process and periodic reporting requirements in accordance with the District’s debt agreements and state statutory requirements.

The District is solely responsible for ensuring it has adequate moneys to fund any debt payments.

Cash Management

We will reconcile the District’s cash accounts monthly. We will monitor and, if necessary, address all significant reconciling items.

Annual Budget

We will draft the District’s annual budget by October 15th each year and submit it to the Board for review and approval.

Annual Financial Statements

We will prepare, compile and submit supporting documentation to District’s CPA to facilitate the audit of the District’s annual financial statements.

Periodic Financial Reporting

We will prepare periodic financial reporting packages and submit such report packages to the Board for review and approval. The financial reporting package will consist of the following schedules:

- Income statement (with budget to actual comparisons)
- Statement of Net Position
- Accounts payable ledger
- Accounts receivable ledger
- Bank statements



Meeting Management & Attendance

The District Manager will attend up to six regular and special board meetings annually. For meetings lasting longer than three hours, we will charge the District at the property manager rate provided in Section IX (Reimbursable Costs) of this Agreement. We do not charge for our employees' travel time to and from board meetings.

We will post meeting agendas and notices in accordance with the District's board meeting notice resolutions and pursuant to State statutes.

We will draft the minutes for each meeting at which we are in attendance. The District's Board is responsible for reviewing and approving the minutes drafted by us.

Record Management

We will organize and store the District's hard-copy and electronic documents. The District's hard-copy documents will be stored either (1) at a third-party secured document storage facility or (2) in our secured office premises. The District's electronic documents will be stored on a secure third-party server.

We will adhere to State statutes and the District's current policy regarding the inspection and copying of District records by district residents and third parties and the maintenance of the District's permanent records.

We provide accounting and covenant enforcement services using Caliber software. All accounting transactions processed by our firm are recorded and stored in a database managed by Caliber software.

Website Management

We will maintain the District's website including (1) posting all meeting notices and agendas to the District's website no less than 24 hours in advance of each board meeting, (2) posting annual budgets, annual financial statements, board resolutions, board policies and board meeting minutes to the document library on the District's website.

Contractor Management

We will assist the District in the solicitation and summation of bids for contract work in accordance with State statutes. The District is responsible for reviewing all contractor bids submitted by us and for awarding bids for contract work.



We will manage the contractual relationships between the District and its contractors. Specifically, we will review and process contractor invoices, inform contractors when we are made aware of deficiencies in products, materials or services they provide to the District and periodically perform visual inspections, where applicable, of work performed.

Insurance Management

We will obtain quotes for insurance coverage as directed by the District. The District is responsible for authorizing any changes in insurance carriers, insurance coverage and policy limits.

We will file claims on behalf of the District. However, before we file any claims on any of the District's insurance policies, we will submit to the District such claim requests for review and approval. We will cooperate with the District's insurance carrier and agent(s) in their investigation of any insurance claims. However, any work we perform that exceeds four hours to assist in an investigation is considered a Special Project (as defined in Section VIII of this Agreement).

Governmental Reporting

We will prepare and submit the various periodic reports (including the annual transparency notice, annual service plan report, audited annual financial statements, mill levy certification, etc.) required for the District to comply with the various reporting requirements established by state statutes.

Board Election Management

Our base management fee includes us managing all aspects of the District's elections process if the election is cancelled (i.e. the number of candidates does not exceed the number of director positions subject to election). If more candidates exist than director positions subject to election (i.e. a contested election exists), we will manage the contested election and bill the District for our time in accordance with our Standard Hourly Rates listed in (h) of Section VIII of this contract.

III. Financial Statement Preparation

You have requested that we prepare the annual basic financial statements of the District beginning with the year ended December 31, 2025 and the related notes to the financial statements and accompanying supplemental information. In addition, you have requested we prepare periodic financial statements which will comprise the statement of net position and the related statement of revenue, expenses. The periodic financial statements will not include (1) any other financial statements or supplemental schedules included in the basic annual financial statements and (2) related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the annual and periodic financial statements of the District by means of this Agreement.



Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the periodic or annual financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The Board's Responsibilities

The engagement to be performed is conducted on the basis that the Board acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. The Board has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare the District's financial statements in accordance with SSARs:

- a) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements;
- b) The prevention and detection of fraud;
- c) To ensure that the entity complies with the laws and regulations applicable to its activities;
- d) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements;
- e) To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii. Unrestricted access to persons within the District of whom we determine necessary to communicate.



The periodic financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them. Regarding the annual financial statements, we will issue an accountant's report that will state the annual financial statements were not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

IV. Work Authorization

The District authorizes Wolfersberger to incur expenses that are (a) less than \$300 and (b) consistent with the District's budget. Such expenses may be incurred by Wolfersberger without approval of the Board. Emergency repairs may be authorized by Wolfersberger on behalf of the District regardless of cost. Emergency repairs are those repairs which, if not immediately undertaken, may (a) result in substantial further costs or losses to District property or (b) immediately threaten the health or safety of any person.

V. Bank Accounts

The District shall maintain its checking account with a bank to be designated by us that complies with State statutory requirements. All bank accounts of the District shall be maintained in the name of the District and at least one checking account and one savings account shall be authorized by you for securing and maintaining the District's cash assets.

You shall include at least two officers of the District as authorized signors on the District's cash accounts. We will not be check signors on any District accounts. All bank accounts will be established in a manner requiring at least two signatures for any check disbursement and cash transfer (excluding any regular automated payments identified in this Engagement Letter).

VI. Binding Obligation

This Agreement is for the benefit of the parties named hereunder and constitutes a binding obligation upon such parties and their respective administrators, successors and assigns.

VII. Insurance

We represent, warrant, and agree that we have and shall maintain workers compensation insurance coverage in amounts required by law for our employees, if any. We shall also maintain broad form general liability and error and omissions insurance in the minimum amount of \$1,000,000 per single occurrence and \$1,000,000 in the aggregate and cyber liability insurance in the minimum amount of \$1,000,000 per single occurrence and \$1,000,000 in the aggregate. We shall provide the District with a certificate of insurance evidencing such coverage and listing the District as an additional insured prior to the effective date of this Agreement.

VIII. Reimbursable Costs

The following is a list of Reimbursable Costs we will likely incur in the performance of our Services (defined in Section I of this Services Contract) that are reimbursable to us from the District:



- a) Newsletters – Printing, assembling and mailing one 4-page newsletter to one address via USPS first class mail (Cost = \$2.50 black and white newsletter; \$5.25 color newsletter).
- b) Check and Invoice Processing: Costs charged by AvidExchange for online invoice and check processing is \$25/month and will be passed on to the District.
- c) Postal Mailings – The time to prepare and deliver statements/letters/notices to homeowners regarding past due accounts, covenant violations and design request form applications are included in the Base Service Fee. However, material costs related to such mailings are reimbursable to us. Violation notices (non-certified) will be mailed out at a cost of \$1.55 per letter and collection notices (non-certified) will be mailed out at a cost of \$1.55 per letter.
- d) Color Copies/Printings - \$1.35 per page.
- e) Certified Mailings – Printing, mailing and tracking a certified notice/letter to one address (Cost = \$16.00/certified letter)
- f) Statutory Liens – The fee for preparing, notarizing and filing with the county clerk and recorder’s office a lien on a home lot within the District is \$250, and the fee is \$100 for filing a lien release.
- g) Observation of Members’ Inspections of District Records – Copies and any observation time (based on our Standard Hourly Rate) incurred by us to satisfy open record requests submitted by individuals to inspect and copy District records. [Note: We will observe a requestor’s inspection of District records, unless we receive a request (in writing) from the District (a) requesting us to not observe a requestor’s inspection of District records and (b) indicating the District assumes responsibility and liability for any mishandling, damage, destruction or misuse caused by a requestor’s inspection of District records.]
- h) Court Appearance & Preparation Time – If requested by the District’s Board or the District’s attorneys, we will attend court on behalf of the District regarding property account delinquencies, covenant enforcement issues, property owner design review requests, and any other District litigation matters. Also, we will (a) attend meetings with the District’s attorney, (b) attend meetings with the District’s Board, (c) attend depositions in preparation for court appearances, (d) be deposed by opposing counsel, (e) compile documents and perform research at the direction of the Board and/or the Board’s general counsel and/or Board’s litigation counsel and (f) perform any related functions directly related to supporting such District legal matters. We will bill for our time related to all such matters at our Standard Hourly Rates. We will not charge for travel time to and from court or the attorney’s offices as long as such destinations are not more than 35 miles from the District’s neighborhood. Time required by us to prepare for and perform administrative functions related to any court appearance will also be billed to the District at our Standard Hourly Rate. We may over the course of the related legal matter submit progress billings for such time incurred, or we may submit billings for such time after the conclusion of the related legal matter.
- i) Extra Meetings / Meeting Overtime – Time required to attend extra Board meetings (not included in our Scope of Services (see Section II)) and attendance at meetings within the Scope of Services that exceed two hours will be billed to the District at our Standard Hourly Rate.



- j) Special Projects – Time required to perform Board-requested tasks outside the scope of this Service Contract will be billed at our Standard Hourly Rate.

Our Standard Hourly Rates are as follows:

- Principals and managers: \$160/hr to \$360/hr
- District and accounting managers: \$90/hr to \$135/hr
- Inspection managers and assistant managers: \$70/hr to \$90/hr
- Assistant district and accounting managers: \$65/hr to \$90/hr
- Administrative Staff: \$45/hr to \$60/hr

Unless otherwise agreed to in writing between Wolfersberger and the Board, the Board is not required to prepay us for any Reimbursable Costs we expect to incur but have not yet incurred. We will submit reimbursement requests to the Board no more frequently than monthly.

IX. Service Fee Schedule

Services Lines	Pricing	
	Per Month	Annually
Accounting services	\$ 1,400	\$ 16,800
General management services	2,100	25,200
Total Pricing (Monthly / Annually)	\$ 3,500	\$ 42,000

X. Payment Terms

The Base Service Fee is invoiced in advance on odd-numbered months (January, March, May, July, September, and November) and payments are due on the first day of the billing month. Reimbursable Costs are due and payable upon submission of the related reimbursement requests to the District.



XI. Contract Ratification

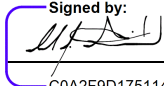
Executed on behalf of Wolfersberger, LLC

Signature: Charles Wolfersberger

Name (Please Print): Charles R. Wolfersberger

Title: President

Executed on behalf of Granby Ranch Metropolitan District

Signature: 
Signed by: C0A2F9D175114DD...

Name (Please Print): Matthew Girard

Title: President

Appendix I General Terms and Conditions

These General Terms and Conditions apply to the delivery of services by Wolfersberger, LLC to a client pursuant to a letter enclosing these General Terms and Conditions and recording the engagement (“the Engagement Letter”).

Definitions

The meanings of the following words and phrases which are widely used in these General Terms and Conditions shall be set out below:

Services – the services to be provided by us under the Engagement Letter.

Wolfersberger, LLC, us or we – the Wolfersberger, LLC contracting party as identified in the Engagement Letter.

The District or you – the addressee of the Engagement Letter.

Services Contract – these General Terms and Conditions and the Engagement Letter, together with any documents or other terms applicable to the Services (“Additional Terms”) to which specific contractual reference is made in the Engagement Letter.

Wolfersberger Persons – the Wolfersberger, LLC contracting party together with each and all of our employees, owners and agents. “Wolfersberger Person” shall mean any one of them.

Other Beneficiaries – any and each person or organization identified in the Engagement Letter (other than you) as a beneficiary of the Services or any product thereof.

These definitions shall apply wherever these words and phrases are used in the Services Contract.

Our services and responsibilities

1. The Engagement Letter shall set out the Services to be delivered by us and associated matters. These General Terms and Conditions shall be subject to variation if required in the Engagement Letter.
2. The Services shall be delivered with reasonable skill and care.

3. Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavors to ensure that they are so involved. We may substitute those identified for others of equal or similar skills but we shall consult you before doing so.
4. For the purposes of marketing or publicizing or selling our services we may wish to disclose that we have performed work (including the Services) for you, in which event we may identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.
5. The Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent.

Your Responsibilities

6. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for
 - a. Monitoring the Services provided by Wolfersberger, LLC;
 - b. Authorizing policies governing the operations and affairs of the District;
 - c. deciding on your use of, choosing what you wish to rely on and implementing advice or recommendations or other products of the Services supplied by us;
 - d. making any decision affecting (i) the Services, (ii) any product of the Services, (iii) your interests or (iv) your affairs; and
 - e. the delivery, achievement or realization of any benefits directly or indirectly related to the Services which require implementation by you.
7. Without our prior written consent, you shall not, directly or indirectly, solicit the employment of any of our employees (a) while we provide services to you or (b) for a period of 12 months



following termination or expiration of the Services Contract.

Independent Contractor and Registered Agent

- 8. The Services performed by Wolfersberger LLC under the Services Contract will be performed in the capacity of an independent contractor. Nothing in the Services Contract shall be construed as creating an employee/employer relationship between the District and Wolfersberger Persons.
- 9. Wolfersberger LLC is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither Wolfersberger LLC nor its employees, if any, are entitled to workers’ compensation benefits for the performance of the services specified in this Agreement.
- 10. Except for the Services Contract, we shall not be a party to any contracts entered into by the District even though we may be identified as the District’s registered agent in such contracts.

Normal Work Hours

- 11. Normal work hours are defined as 8:30am to 5:30pm Monday through Friday excluding the following observed holidays:
 - a. New Year’s Day (January 1st)
 - b. President’s Day (3rd Monday in February)
 - c. Memorial Day (Last Monday in May)
 - d. Independence Day (July 4th)
 - e. Labor Day (First Monday in September)
 - f. Thanksgiving (4th Thursday in November)
 - g. The day after Thanksgiving
 - h. Christmas (December 25th)

If an observed holiday falls on a Saturday, the Friday before is observed. If an observed holiday falls on a Sunday, the following Monday is observed.

Limitation on the Collection Services We Provide

- 12. We are not a debt collector or collection agency as those terms are defined by the Colorado or Federal Fair Debt Collection Practices Statutes. We are not required to take any actions which would qualify us as a debt collector or collections agency as defined therein.

Limitation on Covenant Enforcement Services We Provide

- 13. Regardless of the Board’s covenant enforcement policy (or any future amendments thereto), the Board shall not require us to solicit homeowners/residents to comply with covenants via phone calls or personal visits to homeowners’ homes. We will also not trespass on private property, knowingly take action that is contrary to law or take action that may endanger our employees or contractors.

General Disclaimers

- 14. Wolfersberger Persons may provide the District with certain information and general advice that it may use or otherwise consider in making decisions regarding the adequacy of its insurance coverage. However, Wolfersberger Persons are not experts in insurance interpretation. The Board should consult with its insurance agent or attorney regarding interpretations of its insurance policies and adequacy of insurance coverage.
- 15. Wolfersberger, LLC is not a law firm, and the Wolfersberger Persons are not acting as your attorney. While certain information Wolfersberger Persons may provide to the District may deal with legal issues, it does not constitute legal advice. Any information or advice Wolfersberger Persons provide regarding legal matters cannot substitute for the advice of a licensed attorney—a competent authority with specialized knowledge who can apply it to the particular circumstances of your case.
- 16. We cannot provide assurance that any covenant enforcement issue will be resolved since all Services provided are administrative in nature.
- 17. Although we may make recommendations to the Board regarding contractors and/or contractor bids received, we cannot guarantee the performance or quality of work of any contractor.
- 18. Although we may perform visual inspections of contractors’ work, we are neither acting as superintendent for any contractor nor overseeing contractors’ actual performance of day-to-day work. We are also unable to exercise control over contractors’ performance of their work other than informing them of areas of non-performance and making recommendations to the Board. We are not an “on-site” representative of the District.



19. If applicable, we cannot provide any assurance that any Consolidation Plan which we may help the Board to develop will ultimately be successful. In evaluating, developing and executing any Consolidation Plan, the District is solely responsible for assuming any legal costs incurred to consult with its legal counsel. We may consult with legal counsel on your behalf but it will not do so prior to obtaining your approval.
20. Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

Limitation on Website Management Services We Provide

21. The Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S. The Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities. The Technology Accessibility Bills, require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities. OIT has adopted Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, et seq., (the “Accessibility Rules”) requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules. The Accessibility Rules require the District to ensure its website is compliant with OIT Technical Standards.
22. We will perform our best efforts to maintain the District’s website in compliance with OIT Technical Standards. However, we do not guarantee the District’s website will comply in all respects with OIT Technical Standards. Any fines, penalties or legal costs incurred by the District related to failure of the District’s website to comply with OIT Technical Standards shall be borne solely by the District.

Ownership

23. You shall acquire ownership of any product of the Services in its tangible form on payment of our Charges for any such product. For the purposes of delivering services to you or other clients, we and other Wolfersberger Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.
24. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by us (or our independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by us as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Agreement. Any reuse without written verification or adaptation by us for the specific purpose intended will be at the District’s sole risk and without liability or legal exposure to us, or to our independent professional associates, subcontractors, or consultants.

This clause shall survive the expiration of the Services Contract.

Our Charges

25. We shall render invoices in respect of the Services comprising monthly management fees and Reimbursable Costs (“our Charges”). Details of our Charges and any special payment terms shall be set out in the Engagement Letter. Our monthly management fee is based on the degree of responsibility of our owners, employees or contractors, as the case may be, involved in delivering the Services, their skill and time spent by them in performing them and the nature and complexity of them. Reimbursable Costs are defined in the Engagement Letter. Our Charges may differ from estimates or quotations that may



have been supplied, which shall be provisional only.

26. In return for the delivery of the Services by us, you shall pay our Charges (without any right of set-off) on presentation of our invoice or at such other time as may be specified in the Engagement Letter. If the Services Contract is terminated or suspended, we shall be entitled to payment for Reimbursable Costs incurred to that time and to payment of management fees for services provided to that time. If the termination date occurs before the last day of the month, our monthly management fee in the last month of service shall be prorated based on a 30-day month.

Information

27. To enable us to perform the Services, you shall ensure all information and all access to documentation in your possession and in possession of your former management company is provided to us in a timely manner. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services.
28. We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we may know to be or reasonably believe to be authorized by you to communicate with us for such purposes. We may communicate with you by electronic mail for any communications. Both parties agree that any electronic mail communications will be subject to appropriate internet security practice which will be agreed between us.
29. We may receive information from you or from other sources in the course of delivering the Services.

To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further inquiry.

Knowledge and Conflicts

30. In this clause the following definitions shall apply:
- a. "the Service Team" shall mean, collectively or individually, Wolferberger Persons who is or are involved in delivering the Services,
 - b. "Colleagues" or "a Colleague" shall mean, collectively or individually, Wolferberger Persons who are not members of the Service Team.
 - c. The Service Team shall not be required expected or deemed to have knowledge of any information known to Colleagues which is not known to the Service Team or be required to obtain such information from Colleagues.
 - d. The Service Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Colleagues, which is confidential to another client.
31. We or other Wolferberger Persons may be approached to advise another party or parties who are in dispute with you, or to advise or represent the interests of a party or parties whose interest are opposed to yours though their material concern in matters to which the Services are specifically and directly related ("Adversarial Conflicts"). We see and shall continue to seek to identify Adversarial Conflicts. If you know or become aware of any which may arise, you shall inform us promptly. We shall not accept an engagement which we are aware gives rise to an Adversarial Conflict. We shall advise you of all circumstances identified by us where we believe there may be an Adversarial Conflict to the extent consistent with our obligations of confidentiality to third parties.
32. Where a party has engaged us to advise it, we or you may consider that your interests are likely to be prejudiced and we or you may not be satisfied that the situation can be managed. In that event, either of us shall be entitled to terminate the Services Contract on notice taking effect immediately on delivery but that party shall consult the other before doing so.



Confidentiality

- 33. If you are involved in litigation and require us to provide any services in direct support of such litigation, you agree that all communications between you (collectively and individually) and opposing parties to such litigation shall occur only through the District’s general counsel or litigation counsel.
- 34. You agree to protect as confidential for a period of not less than 7 years after final resolution of any legal matter (a) all communications between us and you and/or your legal/litigation counsel that is subject to attorney/client privileged protections and (b) all work product (e.g. memos, spreadsheets, presentations, recordings, etc) created by us in support of any legal or litigation matters of the District. Such requirement shall survive expiration of the Services Contract.

The Services Contract

- 35. The Services Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes any prior agreements, understandings, agreements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Services Contract must be in writing and signed by an authorized representative of each of us. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. In the event of any inconsistency between these General Terms and Conditions and Additional Terms that may apply, the Additional Terms shall prevail. Nothing in the Services Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently prior to the date of the Services Contract.

Third Party Rights

- 36. The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or

conferring on third parties contractual or other rights in connection with the Services Contract shall be excluded. No Wolfersberger Person shall be deemed to be a third party for the purposes of this clause.

Circumstances beyond your or our control

- 37. Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract on notice taking effect immediately on delivery.

Waiver, assignment and sub-contractors

- 38. Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.
- 39. Neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract to another party without the written consent of the other of us.
- 40. We shall have the right to appoint sub-contractors to assist us in delivering the Services but where any such sub-contractors are not Wolfersberger Persons we shall consult you before doing so. Where we appoint sub-contractors under this clause, for all purposes in connection with the Services Contract their work shall be deemed to be part of the Services.

Exclusions and limitations on our liability

- 41. In the particular circumstances of the Services set out in the Engagement Letter, the liability to you and to Other Beneficiaries of each and all Wolfersberger Persons in contract or tort or under state or otherwise for any indirect or consequential economic loss or damage (including loss of income) suffered by you (or by any such other party) arising from or in connection with the Services, however the indirect or consequential economic loss or damage is caused, including our negligence but



not our fraud or other deliberate breach of duty, shall be excluded.

42. Our liability in connection with the Services shall be limited in accordance with this clause.

a. In the particular circumstances of the Services set out in the Engagement Letter and subject to clause 43 and clause 44 below,

- i. the aggregate liability to you and to Other Beneficiaries of each and all Wolfersberger Persons,
- ii. in contract or tort or under statute or otherwise,
- iii. for any direct loss or damage suffered by you (or by any such other party) arising from or in connection with the Services,
- iv. however the direct loss or damage is caused, including our negligence but not our fraud or other deliberate breach of duty,

shall be limited to the amount specified in the Engagement Letter.

b. Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on our liability agreed under this clause to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this clause on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.

43. Subject always to the aggregate limitation on our liability in clause 42 above, the following provisions shall govern the extent of our liability to you and to any Other Beneficiaries:

a. The liability of Wolfersberger Persons shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is just and equitable

having regard to the extent of the responsibility of Wolfersberger Persons for the loss or damage concerned ("the Wolfersberger Proportion") and the extent of responsibility of any other party also liable or potentially liable to you or to Other Beneficiaries in respect of the same loss or damage ("Another Liable Party").

b. For the purposes of determining the Wolfersberger Proportion,

i. no account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability or being impecunious or for other reasons unable to pay; and

ii. in any relevant court proceedings brought against us by you or Other Beneficiaries ("the Claimant"), on request by us, the Claimant shall join Another Liable Party to any such proceedings against us, unless doing so is prohibited by law and on the basis that, provided the court determines the conduct of the Claimant has been reasonable both before the proceedings and during them, we shall not resist an application to the court by the Claimant that we (rather than the Claimant) should bear the reasonable costs awarded (if any) against the Claimant in respect of any such joinder of Another Liable Party to proceedings.

c. Where despite the provisions of this clause 43 the extent of the Wolfersberger Proportion is not determined, the question shall be referred on request to an expert, to be appointed by agreement, who shall act as an expert and not as an arbitrator and whose decision on the Wolfersberger Proportion shall be final and enforceable in satisfaction of any prior judgment.

44. We accept the benefit of the limitations in clause 42 and clause 43 above on our own behalf and as agent and trustee for each and all other Wolfersberger Persons who may be or might have been involved in delivering the Services. Any clauses in these General Terms and Conditions operating or which may operate to exclude or



limit our liability in any respects shall not operate to exclude or limit any liability which cannot lawfully be excluded or limited.

include all Wolfersberger Persons and "you" shall include Other Beneficiaries.

45. This clause shall apply to claims arising from or under the Services Contract.

- a. You and Other Beneficiaries shall not bring any claim against any Wolfersberger Person other than the Wolfersberger contracting party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the Wolfersberger contracting party as a company for the acts or omissions of any other Wolfersberger Person.
- b. Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made
 - i. where Services have been delivered, within four years of the date on which the work giving rise to the claim was performed
 - ii. if the Services Contract has been terminated, within four years of the date of termination

and in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

Third Parties

46. If you breach any of your obligations under the Services Contract and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time. In this clause "us" shall

Termination

- 47. Each of us can terminate the Services Contract or suspend its operation by giving 60 days' prior notice in writing to the other at any time.
- 48. The Services Contract is terminable without penalty to the District or to Wolfersberger, LLC.
- 49. We shall have the right to cancel the Services Contract at any time by giving fifteen (15) days' notice in the event any of the following conditions apply:
 - a. The Board breaches a material term of the Services Contract; or
 - b. The Board actions, lack of action or position fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and we, in our sole and absolute discretion, consider the District's action, lack of action or position with respect thereto may result in damage or liability to us.
- 50. The Board shall have the right to cancel the Services Contract at any time by giving fifteen (15) days' notice in the event that we:
 - a. do not substantially comply with the Services Contract;
 - b. breach a material term of the Services Contract;
 - c. act in a way that causes undue or extreme financial liability to befall the District; or
 - d. act in a way that exposes the District to legal liability.
- 51. Upon termination of or withdrawal from this Agreement by either party, the District shall assume the obligations of any contract or outstanding bill executed by us under this Services Contract for and on behalf of the District and responsibility for payment of all unpaid bills.



- 52. Termination or suspension under this section shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.
- 53. The following clauses of these General Terms and Conditions shall survive expiry or termination of the Services Contract: clauses 6, 7, 24, 29, 31, 32, 34, 35, 36, 38, 39, 41, 42, 43, 44, 45, 46, 52, 54, 55, 56, 57, 58, 60, 61, 62, 63, 64.

Acceptance not Waiver

- 54. The District’s approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Services Contract.

Default

- 55. Each and every term and condition hereof shall be deemed to be a material element of this Services Contract. In the event either party should fail or refuse to perform according to the terms of this Service Contract, such party may be declared in default.

Remedies

- 56. In the event a party declares a default by the other party, such defaulting party shall be allowed a period of ten (10) business days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Services Contract and seek damages; (b) treat the Services Contract as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party’s reasonable attorney fees and costs incurred because of the default.

Notices

- 57. Any notice to you or us delivered under the Services Contract shall be in writing and delivered by either (a) regular mail to our address appearing in the Engagement Letter or (b) email to our respective emails appearing in the

Engagement Letter. Notices delivered by regular mail shall be deemed to have arrived on the second business day following the date of posting. Notices delivered via email (a) after 5pm on Regular Business Days or (b) on days other than Regular Business Days (e.g. weekends, holidays) shall be deemed to have been received on the next Regular Business Day.

Time is of the Essence

- 58. All times stated in this Services Contract are of the essence.

Annual Appropriation

- 59. The District’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District’s Board.

Severability

- 60. Each clause or term of the Services Contract constitutes a separate and independent provision. If any of the provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

- 61. You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agree to be bound by it. However, the District alone shall be responsible for payment of our charges.
- 62. We accept your agreement to and acceptance of the terms of the Services Contract on our own behalf and as agent and trustee for each and all other Wolfersberger Persons.

Law and jurisdiction

- 63. The Services Contract shall be subject to and governed by the Colorado Revised Statutes and all disputes arising from or under the Services



Contract shall be subject to the jurisdiction of the Colorado courts.

Complaints

64. If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to contact Charles Wolferberger, owner of Wolferberger, LLC.