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Following recordation, return to:  
Norman F. Kron, Jr.  
Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203

## AGREEMENT REGARDING DISTRICT FUNDING

THIS AGREEMENT REGARDING DISTRICT FUNDING ("Agreement") is made and entered into this 15<sup>th</sup> day of April, 2016, by EDUCATION CAPITAL SOLUTIONS, LLC, a Delaware limited liability company (the "School"), COMPARK LAND COMPANY, a Colorado corporation (the "CLC") and COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

### RECITALS

WHEREAS, School purchased real property from CLC, by Special Warranty Deed dated April 15, 2016, which, upon recording will be described as:

Lot 9B-1-A, Compark Village Filing No. 10, Town of Parker, County of Douglas, State of Colorado ("Property") and

WHEREAS, the Property is located within the boundaries of the District; and

WHEREAS, the parties wish to: (a) support the funding of the District; (b) ensure that any and all future owners or users of the Property provide funding support to the District regardless of whether they are exempt from property taxes of the District; and (c) give notice hereof to any and all future owners and users of the Property concerning their obligations as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. If the owner or user of the Property is obligated by applicable law to pay the property taxes certified by the District, it shall do so.

2. If the owner or user is not obligated by applicable law to pay property taxes as set forth in Section 1 hereof, then regardless of any non-profit and/or tax-exempt status or other reason for nonpayment of property taxes applicable to such owner or user at present or in the future; any such owner or user shall pay in full to the District (or to any future or successor special or metropolitan district, the boundaries of which include the Property), any assessments, rates, tolls, charges, fees, levies, funds, moneys and taxes payable to the District at the same rate as any taxable commercial property in the District. Upon written request of the District but no more frequently than biannually any such owner or user shall provide the District with a written valuation of the Property based upon the criteria used by the Douglas County, Colorado

Assessor. Such valuation shall be provided by the Douglas County, Colorado Assessor or a real estate appraiser reasonably satisfactory to the District.

3. This Agreement shall be recorded in the records of the Clerk and Recorder of Douglas County, Colorado.

4. This Agreement runs with the land and is binding upon the School and all subsequent owners of the Property.

IN WITNESS WHEREOF, the undersigned have executed this Agreement Regarding District Funding the day and year first written above.

EDUCATION CAPITAL SOLUTIONS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of Education Capital Solutions, LLC.

WITNESS my hand and official seal:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





STANDARD AVIGATION AND HAZARD EASEMENT

BY:

EDUCATION CAPITAL SOLUTIONS, LLC