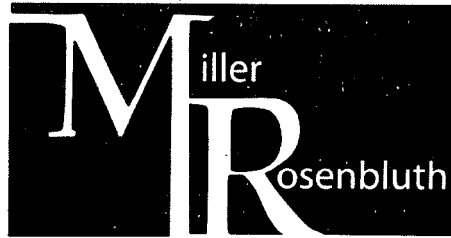


**DIANNE D. MILLER**

Admitted in Colorado  
and New Mexico

**MONICA A. ROSENBLUTH**

Admitted in Colorado, New Mexico  
and Wyoming



**ATTORNEYS AT LAW**

**MATTHEW P. RUHLAND**

Admitted in Colorado

**BRADLEY T. NEIMAN**

Admitted in Colorado  
and Georgia

December 10, 2010

Parker Jordan Metropolitan District  
8390 E. Crescent Parkway, Suite 500  
Greenwood Village, CO 80111  
Attention: Bob, Blodgett

**Re: Engagement of Legal Services for Parker Jordan Metropolitan District**

Dear Mr. Blodgett:

I am pleased that our firm has been selected to provide legal services for the Parker Jordan Metropolitan District (the "District"). Miller Rosenbluth, LLC (the "Firm") is committed to providing the highest quality legal services to our clients in a cost-effective and client-friendly manner, and to represent you diligently and faithfully. We believe it useful for both the attorney and the client to have a written understanding of the scope of representation and the terms of compensation for performance of legal work, and would request your agreement to the terms established below.

As you know, I have acted as general counsel to the District since 1999. As general counsel to the District, we will be responsible for legal issues regarding statutory compliance activities and filings, budget, hearings, board meetings, elections, board qualifications, and other matters typically handled by general counsel for a metropolitan district.

The Firm's legal services are billed on an hourly basis. For 2011, my rate is \$385.00 per hour. Matthew Ruhland's rate is \$215 an hour and our paralegals and staff bill at \$60 to \$90 per hour.

The District will be billed based upon the work that I and others in the Firm perform for the District in increments of one-tenth of an hour. The District will be billed on a monthly basis and all bills are due upon receipt. If any bill is not paid within the month within which it is billed, we agree that the Firm's efforts on behalf of the District may cease and we may withdraw from any representation of the District, in which case all amounts due are immediately payable. The District may terminate the Firm's representation at any time upon payment of all amounts owing to the Firm.

Certain exceptions are made to the hourly billing arrangement. Opinion letter fees for the issuance of bonds are charged at .2% of the par amount of the bonds and are in addition to hourly fees for the drafting and review of bond documents. For example, if bonds are issued by

700 17th Street, Suite 2200 | Denver, CO | 80202  
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the District at a par amount of \$1,000,000, then our opinion fee is \$2,000, and that fee is in addition to any other fees for drafting and review of bond documents. Other formal legal opinions requested by the client are also charged at a fixed fee. The amount of the fee is based upon the research that must be undertaken to render the opinion and the degree of risk to our firm. However, apart from the opinion letter fee for the issuance of bonds, the Firm and the District must agree in advance regarding any exceptions to the hourly billing arrangement.

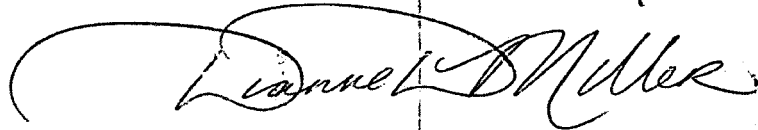
In addition to legal fees, the Firm will incur costs in the handling of District matters. Costs are passed through to our clients with no markup by the Firm. Typical costs include publication of notices for public hearings, photocopy, postage and delivery fees.

Please see the addendum which shall be incorporated as an integral part of this engagement letter and addresses various additional provisions.

We appreciate the opportunity to represent Parker Jordan Metropolitan District. If you have any questions, please call me. Please execute one copy of this letter and return it to me and retain the other copy for your files.

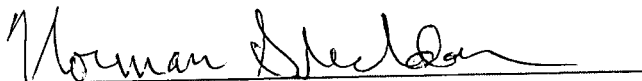
Respectfully submitted,

MILLER ROSENBLUTH, LLC



Dianne D. Miller

ACCEPTED this 16th day of December, 2010.  
By signature below, undersigned represents that he  
or she has full authority and authorization to execute this letter.



Norman A. Sheldon  
President of Parker Jordan Metropolitan District

## ADDENDUM

### 1. UNDOCUMENTED WORKERS.

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Firm hereby certifies to the District that the Firm shall not knowingly employ or contract with an illegal alien to perform work described in this engagement letter ("Work") or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform any part of the Work. The Firm represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

B. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Firm shall not:

- (1) Knowingly employ or contract with an illegal alien to perform any part of the Work; or
- (2) Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform any part of the Work.

C. The Firm represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Firm is not accepted into the E-Verify Program prior to entering into this engagement letter the Firm shall apply to participate in the E-Verify Program every three (3) months until the Firm is accepted or the engagement letter has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Firm shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this engagement letter is in effect.

E. If the Firm obtains actual knowledge that a subcontractor performing any part of the Work knowingly employs or contracts with an illegal alien, the Firm shall:

- (1) Notify the subcontractor and the District within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (2) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Firm shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

G. If the Firm violates any provision of §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate this engagement letter immediately and the Firm shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Firm to the Colorado Secretary of State, as required by law.

2. **INDEPENDENT CONTRACTOR.** The Firm is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Firm's employees. Neither the Firm nor any of its employees are or shall be deemed employees of the District. The Firm is not, and shall not act as, the agent of the District. The Firm has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. The employees who assist the Firm in the performance of the Work shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Firm shall pay all wages, salaries and other amounts due its employees in connection with the performance of the Work and shall be responsible for all reports and obligations respecting such employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Firm has sole authority and responsibility to employ, discharge and otherwise control its employees. The Firm has sole authority and responsibility as principal for its agents, employees and all others it hires to perform or assist in performing the Work, if any. **The Firm is not entitled to worker's compensation benefits and the Firm is obligated to pay federal and state income taxes on moneys earned pursuant to this engagement letter.**

3. **SUB-CONTRACTORS.** The Firm is solely and fully responsible to the District for the performance of all work under this engagement letter, whether performed by the Firm or a sub-contractor engaged by the Firm. Use of any sub-contractor by the Firm shall be pre-approved in writing by the District. To obtain such approval, the Firm shall submit the name of the sub-contractor, together with resume(s) of training and experience in work of like character and magnitude as the work to be sub-contracted, to the District. The Firm agrees that each and every agreement of the Firm with any sub-contractor to perform work under this engagement letter shall contain an indemnification provision identical to the one contained herein holding the District harmless for the negligent or tortious acts of the sub-contractor. The Firm further agrees that any such sub-contract shall be terminable not-for-cause and that, unless directed otherwise by the District, the Firm shall immediately terminate all such sub-contracts immediately upon termination of this engagement letter. Prior to commencing any of the work, a sub-contractor shall provide evidence of insurance coverage to the District as provided in Paragraph 4. The Firm further agrees that all such sub-contracts shall provide that they may be terminated immediately without further cost upon termination of this engagement letter.

4. FIRM'S INSURANCE.

A. The Firm shall acquire and maintain, during the term of this engagement letter, including any extensions of the term, statutory worker's compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in no less than the amounts set forth in subparagraph D below. The District shall be named as an additional insured on the Firm's commercial general liability insurance and automobile liability insurance. Such additional insured coverage provides defense and indemnity coverage only for actions arising from Firm's acts, actions, omissions or neglect but shall not provide defense or indemnity coverage for the District's own acts, actions, omissions or neglect or for unproven allegations. Any such policy of insurance obtained to comply with this paragraph shall provide that the District shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under this engagement letter.

B. Prior to commencing any work under the this engagement letter, the Firm shall provide the District with a certificate or certificates evidencing the insurance required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If the Firm sub-contracts any portion(s) of the Work, said sub-contractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance and comprehensive general liability insurance coverage in amounts satisfactory to the District and the Firm. If the coverage required under this paragraph expires during the term of this engagement letter, the Firm shall provide replacement certificate(s) evidencing the continuation of the required policies.

C. If any policy obtained by the Firm is a claims-made policy, the following conditions shall apply: the policy shall provide the Firm the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Firm agrees to purchase this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall not be later than the date this engagement letter is signed by the parties. If the Firm purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this engagement letter is signed by the parties.

D. The Firm shall acquire and maintain during the entire term of this engagement letter, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, and automobile liability insurance coverage in the following amounts:

i. Worker's Compensation Insurance in accordance with applicable law, including employers' liability.

ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:

- a. premises operations;
- b. personal injury liability without employment exclusion;
- c. blanket contractual;
- d. broad form property damages;
- e. medical payments;
- f. independent contractors coverage.

iii. Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident covering any auto.

iv. **All coverages specified above shall waive any right of subrogation against the District and its directors, officers and employees; such waiver of subrogation shall apply solely to acts, actions, omissions or neglect of the Firm, and in no way limits the right of subrogation for acts, actions, omissions or neglect of the District or others.** The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation in accordance with the terms of this engagement letter provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

4. **INDEMNIFICATION.** The Firm shall indemnify, defend and hold harmless the District and its directors, officers, contractors, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable attorney's fees and defense costs, arising from the tortuous acts, criminal acts, negligent acts, willful misconduct, errors or omissions of the Firm or its sub-contractor(s) in the performance of the Work. The Firm is not obligated to indemnify the District for the District's own negligence. This indemnification obligation shall survive the expiration or termination of this engagement letter.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Firm under the terms of this indemnification obligation. The Firm shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this engagement letter.

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

6. **DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET.** The Firm expressly understands and agrees that the District's obligations hereunder shall extend only to monies appropriated for the purposes of this engagement letter by the District and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this engagement letter shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the

State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds, nor shall any provision of this engagement letter restrict the future issuance of bonds or obligations payable from any class or source of District funds.