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June 1, 2012

Parker Jordan Metropolitan District
c/o Bob Blodgett, District Manager
CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Dear Board of Directors:

We are pleased that you have engaged our firm to continue to represent the Parker Jordan Metropolitan District (the "District") as general counsel. The purpose of this letter is to establish the scope of our services and our fee agreement with the District.

1. **Professional Undertaking:** As set forth above, we are being engaged to represent the District as general counsel. It is our firm's policy to obtain an engagement letter concerning individual matters which we undertake for each client. In the event that we do not obtain an engagement letter specific to any particular matter related to subsequent representation which the District requests, then this letter agreement shall also be applicable to that representation.

2. **Retainer and Hourly Fees:** Our fees will be billed in two parts: a retainer for work done on the following items, regardless of the time spent on the items, plus traditional hourly rates for work outside of the retainer items. The reason for proposing the retainer is to provide some stability in the District's legal costs and respond to comments by President Sheldon. For a flat retainer fee of \$2,000 per month, beginning July 1, 2012, we will perform the following work:

1. Attendance by an attorney at one regular Board meeting per month, regardless of the duration of the meeting. Special, continued and other meetings would be billed hourly.
2. Review of agenda packages for regular Board meetings as received from the District Manager.
3. Attendance by telephone at one agenda review conference call per month as requested by the District Manager.
4. Telephone calls from members of the Board that can be answered during the initial call (which should be most of them). Research and callbacks, if needed, would be billed at hourly rates; however, most calls are handled on-the-spot.

If, as I expect, the regular Board meetings get substantially shorter as the PICOS Project is completed and current disputes are resolved, or for other reasons, we will review the retainer with you from time to time to determine whether the monthly rate should be changed.

For work outside of the items included in the retainer, our fees for services rendered on the District's behalf will be based upon the hourly rates for the attorneys and legal assistants who do the work. Our schedule of hourly rates is based upon each individual's years of experience, specialization in training and practice, and level of professional attainment. I will be primarily responsible for this matter. My current hourly rate is \$325. Hourly charges for others in the firm currently range from \$165.00 per hour to \$400.00 per hour, depending on which attorney is performing the services. Charges for work performed by the firm's legal assistants currently range from \$100.00 per hour to \$150.00 per hour. The hourly rates are revised each year to reflect the current cost of delivery of legal services. I will review all statements before they are sent to the District in order to ensure that the amount charged is appropriate.

3. **Costs:** It is likely that we will be required to incur expenses on the District's behalf for items such as recording costs, filing fees, delivery charges, court reporters, hearing and deposition transcripts, photocopying, computerized legal research, long distance and mobile telephone calls, and travel, lodging and meals. To cover the cost of domestic long distance, domestic facsimiles, in-office copying, ordinary postage, and deliveries by in-house staff, we charge an administrative fee of 1.5% of the legal fees billed to the District on a monthly basis. This administrative fee is in lieu of itemizing those particular expenses and may be adjusted from time to time. All other expenses will be separately itemized on the statements or, under some circumstances, bills from parties providing such services will be furnished directly to the District for payment.

4. **Billings:** Our statements will be prepared and mailed about the fifth of each month and will reflect the services rendered by us through the end of the previous month. We expect payment promptly after each statement is rendered. If our bills are not paid within 30 days following the date of issuance, we reserve the right to charge a late charge on any past due bill at the rate of one and one-half percent (1½%) per month, and if collection is necessary, costs and attorney fees therefor. It is important to clearly establish the terms of our business relationship as well as our legal relationship at the beginning of our representation and we feel that prompt and full payment of all bills is an important element of maintaining that relationship.

5. **Conflicts:** We will not knowingly represent other persons or companies who have an actual and direct conflict with you but we may accept the representation of others whose general interests may be adverse to you. We ask that you supply us with the name of any corporate parent, subsidiary or affiliate (if applicable) so that we may determine whether an actual and direct conflict exists as to such entity. We will attempt to promptly advise you of any actual or direct conflict that may arise during our representation of you and ask that you likewise advise us.

6. **Privacy Notice:** Generally, we are bound by the Colorado Rules of Professional Conduct to keep all information about the District that comes into our possession during the course of our representation confidential, and unless otherwise required or permitted by law or the Rules, we may not disclose that information to non-affiliated third parties in the absence of your consent. To the extent that we represent the District in financial activities we are also subject to federal and state privacy laws regarding the collection and exchange of nonpublic personal information about the District. In addition to such information provided by the District to us, we may collect information about the District from other sources such as the District's representatives and affiliates, the District's consultants or retained professionals, or consumer

reporting agencies. We maintain physical, electronic, and procedural measures to guard that information. However, it may be necessary in the course of our representation to exchange information with, or provide information to third parties such as the District's consultants or advisors, any opposing or co-counsel, or agencies or jurisdictions before which we are to represent the District. In doing so, we will take appropriate measures to keep all treatments and exchanges of the District's information within the requirements of the law and the Rules.

7. **Termination:** The District will have the right to terminate our representation at any time. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to an obligation to give reasonable notice. All fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on the District's behalf must be paid within ten (10) days following receipt of our final statement. Upon the conclusion of our services on this matter, whether because of termination or the completion of the work, we will not, thereafter, update the District, nor shall we be responsible for legal matters as to which our services have not been specifically requested and confirmed, preferably in writing.

8. **Mediation/Arbitration:** If a dispute arises regarding our services or fees, either of us may seek non-binding mediation or binding arbitration upon such terms as we may then agree. If either of us requests arbitration, no court proceeding shall be pursued, except to enter judgment.

9. **File Retention:** Upon the conclusion of our services we will return the District's files to the District, upon request, or we may destroy the files after notice to the District.

10. **Illegal Alien Workers:** The firm shall not knowingly employ or contract with an illegal alien to perform work under this agreement or contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under this agreement. Execution of this agreement shall constitute a certification by the firm that it does not knowingly employ or contract with an illegal alien and that the firm has participated or attempted to participate in the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program" -- f/k/a "Basic Pilot Program") in order to verify that it does not employ any illegal aliens.

A. The firm shall comply with the following:

- i. We shall apply to participate in the E-Verify Program every three months until all requirements under this Agreement are completed or until District is accepted into the E-Verify Program, whichever occurs earlier.
- ii. We shall not utilize the E-Verify Program procedures to independently undertake pre-employment screening of job applicants.
- iii. We shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If we obtain actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien we shall be required to:

- a. Notify the subcontractor and the District within three (3) days that we have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from us, the subcontractor does not stop employing or contracting with the illegal alien; except that we 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.
- iv. The firm shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

B. If the firm violates any provision of this agreement, the District may terminate the agreement immediately and we 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.

If the foregoing meets with the District's understanding of the professional relationship we have established, please sign the enclosed copy of this letter on your behalf and return it to me in the enclosed envelope.

The most important point we want to make in this letter is that we will do our utmost to serve the District effectively. We cannot guarantee the success of any given venture, but we will strive to represent the District's interests vigorously and efficiently. If there are any questions concerning the foregoing, or any questions in the future with regard to the manner in which this matter is being handled by this office, please do not hesitate to contact me.

Very truly yours,

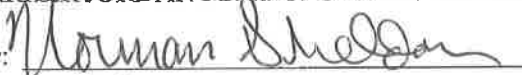
GRIMSHAW & HARRING,
A Professional Corporation

 (Rick)
Norman F. Kron, Jr.

Enclosures

APPROVED AND AGREED TO:

PARKER JORDAN METROPOLITAN DISTRICT

By: 
President

Date: June 18, 2012