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|---|---------------------------|
| DISTRICT COURT, DOUGLAS COUNTY, COLORADO | |
| Court Address: 4000 Justice Way, Suite 2009 Castle Rock, CO 80109 | |
| Telephone: (720) 437-6200 | |
| Petitioner: | ▲ COURT USE ONLY ▲ |
| CASTLE PINES COMMERCIAL METROPOLITAN DISTRICT NO.1 | |
| Attorney for Petitioner: | |
| Name: Kristen D. Bear, Esq. Allison C. Fogg, Esq. | Case Number: 1987CV48 |
| Address: WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 | Division: |
| Phone: (303) 858-1800 | Courtroom: |
| Fax: (303) 858-1801 | |
| Email: kbear@wbapc.com afogg@wbapc.com | |
| Atty. Reg. #: 23680; 51286 | |
| BOARD OF DIRECTORS OATH OF OFFICE | |


STATE OF COLORADO)
)
COUNTY OF Douglas) ss.

I, Timothy O'Connor, do select one of the following swear, affirm, or swear by the everliving God, that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Castle Pines Commercial Metropolitan District No. 1 upon which I am about to enter to the best of my ability. In accordance with § 32-1-901(2), C.R.S. the bond required to be filed at the time of filing of this oath is filed herewith as Exhibit A.

Tim O'Connor
Tim O'Connor (May 29, 2020 15:42 MDT)

Signature

Subscribed and sworn to before me this 29 day of May, 2020.

By:  _____
Officer of the Board of Directors

CPC Nos. 1 & 4 - Oaths

Interim Agreement Report

2020-06-04

| | |
|-----------------|--|
| Created: | 2020-05-13 |
| By: | Allison Hanson (ahanson@wbapc.com) |
| Status: | Out for Signature |
| Transaction ID: | CBJCHBCAABAA1zYrvEG8JKUkipGx_JjxZJdWQwaAUEf1 |

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"CPC Nos. 1 & 4 - Oaths" History









-  Document created by Allison Hanson (ahanson@wbapc.com)
2020-05-13 - 6:51:24 PM GMT- IP address: 50.209.233.181
-  Document emailed to Tim O'Connor (tim@albdev.com) for signature
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-  Email viewed by Tim O'Connor (tim@albdev.com)
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-  Email viewed by Tim O'Connor (tim@albdev.com)
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-  Document e-signed by Tim O'Connor (tim@albdev.com)
Signature Date: 2020-05-29 - 9:42:10 PM GMT - Time Source: server- IP address: 65.144.188.146
-  Document emailed to dgp@albdev.com for signature
2020-05-29 - 9:42:11 PM GMT

EXHIBIT A

Director Bond



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Oblige Castle Pines Commercial Metropolitan District Bond No. 61370664
 Name of Insured Castle Pines Commercial Metropolitan District

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Oblige, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the 29th day of May, 2012.

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee occupying a newly created position identical with one listed in the schedule of positions, in an equal amount. Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.
2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.
3. The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay as a loss hereunder an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing said loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer or Employee occupying more than one position at one time, or at different times, shall not exceed the largest amount of coverage specified for any single position occupied by said Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually occupying the position when the loss occurred.
4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.
5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.
6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 29th day of May, 2012.

WESTERN SURETY COMPANY
 By Paul T. Buehler Surety

SCHEDULE OF POSITIONS EFFECTIVE May 29th, 2012
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

| Number | Position | Location | Amount | Premium |
|-----------------------------|-----------|----------|------------|----------|
| 1 | Treasurer | | \$5,000.00 | \$25.00* |
| 2 | Director | | \$1,000.00 | \$3.50* |
| 3 | Director | | \$1,000.00 | \$3.50* |
| 4 | Director | | \$1,000.00 | \$3.50* |
| 5 | Director | | \$1,000.00 | \$3.50* |
| 6 | Director | | \$1,000.00 | \$3.50* |
| ***** End of Schedule ***** | | | | |

*Subject to annual earned minimum premium for the bond.



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Name of the Obligee has been changed to read:
Castle Pines Commercial Metropolitan District No. 1

The Name of the Insured has been changed to read:
Castle Pines Commercial Metropolitan District No. 1

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of January, 2015, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 61370664 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Castle Pines Commercial Metropolitan District No. 1

Signed this 20th day of January, 2015.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

