DISTRICT COURT COUNTY OF DOUGLAS, COLORADO Court Address: 400 Justice Way, Suite 2009 Castle Rock, CO 80109 Telephone No.: (720) 437-6200	
Petitioners:	
CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT	▲Court Use Only▲
Attorneys for Petitioners:	
Jennifer L. Ivey Alicia J. Corley ICENOGLE SEAVER POGUE, P.C. A Professional Corporation 4725 S. Monaco Street, Suite 360 Denver, CO 80237 Phone (303) 292-9100 FAX: (303) 292-9101 E-mail: JIvey@IS-law.com ACorley@ISP-law.com Atty. Reg. # 37851 (Ivey) 50977 (Corley)	Case Number: 2023 CV 30695 Div.: 5
CERTIFICATE OF APPOIN IN THE MATTER OF CRYSTAL VALLEY SHOPS METROP	F

I, Andrew Biggs, President of the Board of Directors of the Crystal Valley Shops Metropolitan District, of the Town of Castle Rock, County of Douglas, State of Colorado, (the "District") hereby certify that at a special meeting of the Board of Directors of the District (the "Board") held Thursday, March 14, 2024, via video conference at <u>https://zoom.us/j/7848826891</u>, and via telephone conference at Dial In: 1 (719) 359-4580, Meeting ID: 784 882 6891, Meeting Password: 0000, the Board determined that a vacancy had occurred on the Board, that it was necessary to appoint a new Director to act until the next regular election of the District, that nominations were open for appointment of a new Director, and that upon unanimous vote there was appointed to the Board the following qualified elector of the District to act until the next regular election of the District.

Name:	Jeremy Pittman		
	2447 Fairway Wood Circle		

Castle Rock, CO 80109-3670

I further certify that I have caused this Certificate of Appointment to be delivered to said new Director and to the Division of Local Government of the State of Colorado on or about the 14th day of March, 2024.

CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT

DocuSigned by: UNDOW Biggs

By:

Andrew Biggs, President

DISTRICT COURT COUNTY OF DOUGLAS, COLORADO Court Address: 4000 Justice Way, Suite 2009 Castle Rock, CO 80109 Telephone No.: (720) 437-6200	
In the Matter of: CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT	▲Court Use Only▲
Attorneys for District: Jennifer L. Ivey Alicia J. Corley ICENOGLE SEAVER POGUE, P.C. A Professional Corporation 4725 South Monaco Street, Suite 360 Denver, Colorado 80237 Telephone: 303.292.9100 Facsimile: 303.292.9101 E-mail: JIvey@IS-law.com ACorley@ISP-law.com Atty. Reg. # 37851 (Ivey) 50977 (Corley)	Case Number: 2023 CV 30695 Div.: 5
OATH OF DIRECTOR AND EVIDE IN THE MATTER O	

CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT

OATH OF DIRECTOR

I, Jeremy Pittman, do (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 upon which I am about to enter to the best of my ability.

M Jeremy Pittman, Director

STATE OF COLORADO) COUNTY OF Druglas) SS.

Subscribed and sworn to or affirmed before me this 4 day of <u>April</u>, 2024 by <u>Jeremy PiHman</u>.

WITNESS my hand and official seal.

My commission expires: <u>9.26.27</u>

(SEAL)

STACY F. FARMER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194037035 MY COMMISSION EXPIRES SEPTEMBER 26,2027

Alan 7 Jumi-Notary Public

EVIDENCE OF BOND

The Crystal Valley Shops Metropolitan District hereby provides evidence of bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

EXHIBIT A Evidence of Bond



P.O. BOX 3967 PEORIA, IL 61612-3967 P: (800)645-2402 E: suretyaz@rlicorp.com **RLISURETY.COM**

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. <u>LSM1802547</u>

Item 1. Name of Insured: Crystal Valley Shops Metropolitan District

(the "Insured")

Principal Address: c/o Icenogle Seaver Pogue, P.C 4725 South Monaco Street #360 Denver, CO 80237

Item 2. Bond Period <u>December 4, 2023</u> to <u>Continuous Until Cancelled</u>.

Item 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptances by the Company as to each Position there listed.

I. INSURING AGREEMENT

The RLI Insurance	Company, an Illinois c	orporation (the	"Compar	ny"), in con	sideration of an a	agreed premium is
held and firmly bound	d unto	Crystal Va	alley Sho	ps Metropo	litan District	
of[Denver	_, <u>CO</u> , Oblige	e, for the	e faithful dis	scharge of the d	uties of any Public
Official or Employee	while occupying any	position named	in the so	chedule att	ached, or added	thereto by written
acceptance of the Co	ompany as to said posit	ion after the	4th	_ day of	December	,2023

II. CONDITIONS

A. Coverage. Automatic coverage is granted for the first thirty days service of any Public Official or Employee:
(1) 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 Obligee has requested in writing that the position be added to the schedule, and the Company by written acceptance has consented thereto.

Coverage on any position may be increased or decreased upon written request of the Obligee, if agreed to in writing by the Company.

- B. Cancellation. Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Public Official or Employee on the date specified in written notice given by the Obligee to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written notice given by the Company to the Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee or position.
- C. Liability. The Company's liability under this bond shall not be cumulative, and in no event shall the Company be called upon to pay as a loss hereunder in an amount greater than the largest single amount for which the position occupied by any Public Official or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Company for any Public Official 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 Public Official or Employee. The liability of the Company shall never exceed the amount in effect for the position when the act