

**MAINTENANCE COST SHARING AGREEMENT
(Baseline Residential)**

THIS MAINTENANCE COST SHARING AGREEMENT (“**Agreement**”) is entered into and effective as of January 1, 2023 (the “**Effective Date**”), by and between BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and BASELINE COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”), collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the District was formed, in part, to assist in the acquisition, construction, installation, ownership, use, operations and maintenance of public improvements within the District’s service area, which encompasses the Baseline development; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the Association was formed, in part, for the purpose of providing maintenance, repair and replacement of certain improvements to property in the community known as “**Baseline Residential,**” which is located within the Baseline development; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Baseline Residential recorded in the Clerk and Recorder’s Office for the City and County of Broomfield at Reception Number 2019002577 provides that the Association may enter into agreements with any governmental and quasi-municipal entity that provides for the sharing of expenses among the Association and such other governmental and quasi-municipal entity for improvements, facilities and services that serve the Association; and

WHEREAS, the Association administratively distinguishes among different areas within the Baseline Residential community according to the improvements and associated level of service within each such area (a “**Service Area**”); and

WHEREAS, the District installed and owns certain public improvements that serve and benefit the Service Areas within Baseline Residential, including but not limited to streets, alleyways, sidewalks, trails, landscaping, playgrounds, parks, mailbox kiosks, a storm water system, and neighborhood pet waste and trash collection stations as are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**District Improvements**”); and

WHEREAS, to obtain efficiencies of contracts and services without duplication of efforts or expenditures, and to assure that the District Improvements serving Baseline Residential are adequately operated and maintained and that there are sufficient funds

therefor, the Parties believe it is in the best interests of their constituents and members that the Association and District each perform certain operational and maintenance services to the District Improvements and contribute to the costs of the operations and maintenance of the District Improvements, as more specifically identified herein.

NOW THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Maintenance Services. The District and the Association will each be responsible performing, or causing to be performed, Maintenance Services (as defined below) for the District Improvements. The District will be responsible for providing, at its cost and expense and in its discretion, all management, supervision, labor, materials, administrative support, supplies, and equipment necessary to perform the District Maintenance Services, as defined below, as required by this Agreement. The Association represents and warrants to the District that it has the skills, resources, and expertise to provide, and shall provide or cause to be provided, all Association Maintenance Services, as defined below, in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Association represents and covenants to the District that all Association Maintenance Services shall be provided in a timely, professional, and workmanlike manner.

a. Maintenance Services. As used in this Agreement, “**Maintenance Services**” consists of the services to be provided by each party as set forth in **Exhibit A**. The District or the Association, as applicable, shall provide for those Maintenance Services as are assigned to that party in **Exhibit A** (as applicable, the “**District Maintenance Services**” or the “**Association Maintenance Services**”). The Parties may agree to modify the Maintenance Services, and/or the District Maintenance Services or the Association Maintenance Services, from time to time in accordance with the provisions of this Agreement. A map depicting the location of the Maintenance Services to be provided by each party is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

b. District Improvements. By September 1 annually, if applicable, the District will update the District Improvements identified in **Exhibit A** and depicted in **Exhibit B** to add additional improvements completed during the year and provide the updated exhibits to the Association. The Parties’ respective obligations to provide the Maintenance Services as set forth in **Exhibit A** shall likewise be reviewed and updated by September 1 annually, if applicable. Effective January 1 of the following year, **Exhibit A** and **Exhibit B** shall be deemed to be revised in accordance with the Parties’ updates.

2. Insurance. The Association, at its sole expense and throughout the term of this Agreement, shall obtain and maintain in full force and effect, and each of its contractors and subcontractors engaged by the Association to perform the Maintenance Services

hereunder shall obtain and maintain in full force and effect throughout the term of any contract or subcontract, the following minimum insurance coverages and limits:

(1) Commercial General Liability Insurance for bodily injury and property damage:

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each

accident

(4) Umbrella Policy: \$ 1,000,000

a. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

b. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). The Association's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

c. Certificates of Insurance. The Association shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

d. Notice. The Association agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Association to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Association to provide the required coverage to the District and its directors, officers, employees, and agents.

e. Subcontractor Insurance. If the Association subcontracts any portion(s) of the Services, the Association shall require that each subcontractor retained by the Association to acquire and maintain insurance coverage as set forth in this Paragraph 2. The Association shall require each subcontractor to provide to the Association insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Paragraph 2. The Association shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. The Association shall, upon District request, submit them to the District for review.

3. Funding. The District shall be responsible providing or contracting for the provision of the District Maintenance Services, at its sole cost and expense. The District and the Association agree to fund the costs of the Association providing the Association Maintenance Services as follows:

a. Annual Budget for Maintenance Services. No later than October 1 annually, the Association will deliver to the District its estimated operating budget for providing the Association Maintenance Services during the upcoming calendar year and setting forth the budgeted Association Contribution, as defined below, and the budgeted District Contribution, as defined below, therefor. The Parties acknowledge that as of the Effective Date, the Association has provided its budget for the Association Maintenance Services from the Effective Date through December 31, 2023.

b. Association Assessments and Association Contribution. The “**Association Contribution**” shall mean the annual amount of the cost of providing the Association Maintenance Services, but only as the same relates to snow removal, cleaning and sweeping, and crack weed control on the alleys, as set forth in Item 6 of Exhibit A, for those alleys depicted in **Exhibit B** (the “**Alley Maintenance Services**”), to be borne by the Association as set forth herein. The Association agrees to set and impose, as a component of its annual assessment each year, an assessment sufficient to fund the budgeted Association Contribution (the “**Association Levy**”). The amount of revenue generated by the Association Levy each year shall be applied by the Association as the Association Contribution, to the costs of providing the Alley Maintenance Services, and the Association shall use the Association Contribution exclusively to fund the costs of the Alley Maintenance Services. In the event the budgeted Association Contribution is insufficient, in any given year, to fund the actual costs of the Alley Maintenance Services for such year, the Association shall be responsible for the funding of any such shortfall. If any portion of the Association Contribution is left over after payment in full for the Alley Maintenance Services in any year, the Association may apply the balance towards the Association Contribution for the following year.

c. District Payment to Association for Maintenance Services. The “**District Contribution**” shall mean the annual amount of the cost of providing the Association Maintenance Services, less the Alley Maintenance Services (the “**District Funded Maintenance Services**”). The District will contribute funds to the Association to pay the costs of the Association’s provision of the District Funded Maintenance Services as provided herein, provided that for budgeting purposes, the District Contribution will be

determined preliminarily according to the Association's estimated operating budget. By January 1 of each year, the District will deposit with the Association an amount equal to the Association's projected costs to perform the District Funded Maintenance Services for the two most costly months of that year (the "**Maintenance Reserve**").

The Association shall pay for the District Funded Maintenance Services from funds held in the Maintenance Reserve. No later than the 10th day of each month, the Association will send the District an invoice detailing the costs of the District Funded Maintenance Services for the prior month and setting forth the amounts, if any, drawn from the Maintenance Reserve. The District will, within ten (10) days of such invoice, deposit funds with the Association so that the Maintenance Reserve balance is returned to its balance as of January 1 of that year. If additional funds are required beyond the Maintenance Reserve to pay for the District Funded Maintenance Services, the District will, upon ten (10) days written notice from the Association, pay or reimburse the Association therefor.

d. Cost Accounting; Year-End Adjustment. No later than January 31 annually, starting January 1, 2024, the Association will complete an accounting of its actual costs to provide the District Funded Maintenance Services for the prior year as compared to the District Contribution for such year to ensure the District Contribution equaled the costs of providing the District Funded Maintenance Services. Any balance remaining in the Maintenance Reserve as of December 31 of any year will be rolled over to fund the Maintenance Reserve for the following year.

4. Default; Remedies.

a. In the event of a breach of any term of this Agreement by either party and if such breach continues for a period of thirty (30) days following written notice thereof by the other party (or such additional period of time as may reasonably be required to cure such breach, provided that the curative action is commenced within the thirty (30) day period and is diligently and continuously pursued to completion), then the non-breaching party shall have the right to protect and enforce its rights under this Agreement and any provision of law by such suit, action, or special proceedings as the non-breaching party deems appropriate, including without limitation, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages caused by breach of this Agreement, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement. At its option, the non-breaching party may cure the breach and charge the defaulting party for the costs thereof, and/or elect to terminate this Agreement effective immediately.

b. No waiver of any breach hereunder by either party shall extend to or affect any subsequent or any other then-existing breach, nor shall such waiver impair any rights or remedies consequent thereon. All rights and remedies of the Parties provided herein shall be cumulative, may be exercised separately, concurrently, or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

5. Termination. This Agreement shall continue in full force and effect unless terminated as set forth herein; provided that, for each fiscal year that this Agreement remains in effect, provision of the Association Maintenance Services in subsequent fiscal years shall be subject to annual appropriations by the District of the District Contribution. This Agreement may be terminated:

- a. By written agreement of the Parties;
- b. By either party effective as of December 31 of the then-current calendar year upon forty-five (45) days written notice to the non-terminating party;
- c. By the non-breaching party, effective immediately, in the event of breach and failure to cure by the other party; or
- d. Following to the District's failure to appropriate funds to provide for the District Contribution in any year, effective at the end of the last calendar year in which sufficient funds have been appropriated.

If this Agreement is terminated by the District following breach and failure to cure by the Association, the Association shall be responsible for providing the Alley Maintenance Services for the remainder of the calendar year, at its cost.

Upon termination of this Agreement and final payment by the Association for any District Funded Maintenance Services, the Association will return to the District the unexpended portion of the Maintenance Reserve, if any, together with a final accounting thereof.

6. Association Records. If requested by the District, the Association shall furnish the District with its relevant records related to the provision of the Association Maintenance Services.

7. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's obligations hereunder are subject to annual appropriations.

8. Relationship of Parties. This Agreement does not and shall not be construed as creating a joint venture, partnership, or employer-employee relationship between the Parties. The Parties intend that this Agreement be interpreted as creating only an ordinary contractual relationship between them, without any fiduciary or other special duties. No party shall, with respect to any activity or obligation described herein, be considered an agent or employee of any other party. By providing the Association Maintenance Services, the Association acquires no legal ownership interest or right in the District Improvements. The District hereby grants to the Association a revocable license to provide the Association Maintenance Services.

9. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

10. Notices. All notices or other communications required by any provision of this Agreement shall be given in writing and (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested; or (b) hand delivered to the intended addressee; or (c) sent by a nationally recognized overnight courier service, or (d) sent by electronic mail, delivery receipt requested. Any such notice shall be deemed to have been given as follows: (i) one business day following deposit with a nationally recognized overnight courier service; or (ii) when personally delivered to the party to whom it is addressed; or (iii) three days following deposit in the United States Mail, or (iv) upon confirmation of receipt of an electronic mail transmission. The addresses for mailing, transmitting, or delivering notices shall be as follows:

To the District: Baseline Loveland Metropolitan District
c/o Pinnacle Consulting Group, Inc.
550 W. Eisenhower Boulevard
Loveland, Colorado 80537
Attn: District Manager

With a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Attn: Alan D. Pogue
Email: APogue@ISP-law.com

To the Association: Baseline Community Association, Inc.
P.O. Box 66
Castle Rock, CO 80104
Attn: Lisa Bradley
Email: lbradley@coherelife.com

With a copy to: White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Trish Harris
Email: tharris@wbapc.com

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded to the District and its directors, officers, employees, servants, agents, and authorized volunteers, pursuant to the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S.

12. Binding Effect; Third-Party Beneficiaries. The terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. This Agreement is entered into for the sole benefit of the Parties, and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

13. Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of all the other party. Any attempted assignment without the required consent shall be deemed void and of no force and effect. The Association, in its discretion, may assume and become liable for any contracts or obligations that the District may have undertaken with third parties in connection with the Maintenance Services prior to the effective date of this Agreement. The District will cooperate in taking all reasonable steps requested by the Association as required to effect the assumption of the contracts.

14. Amendment. This Agreement may be modified or amended only by an instrument in writing signed by the Parties.

15. Applicable Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado. The exclusive venue for the resolution of any dispute arising hereunder shall be in the state courts of the State of Colorado.

16. Severability. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

17. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe the provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire, integrated agreement between the Parties with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date and year first above written.

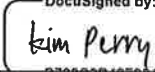
19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date and year first above written.

DISTRICT:

BASELINE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

DocuSigned by:

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By: Kim Perry
Its: President

ASSOCIATION:

BASELINE COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation

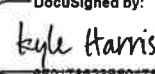
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0F9178623B59478...
By: Kyle Harris
Its: President

EXHIBIT A

OPERATIONS AND MAINTENANCE RESPONSIBILITIES

Baseline West Sheridan Residential Phase 1

Baseline Metropolitan District: **District**

Baseline Community Association: **BCA**

1) Landscaping:

- a) Maintenance of turf grass, plant beds, floral beds, trees, and mulch (including pruning, fertilization, aeration, spraying, weed control, insect/disease control, etc.) – **BCA Maintenance*/District Funding**
- b) Removal, replacement, and enhancement of grass, plant material, flowers, trees, and mulch – **BCA Maintenance*/District Funding**
- c) Maintenance of natural/native grasses including reseeding and weed control – **BCA Maintenance*/District Funding**
- d) Inspections and performance evaluation – **BCA Maintenance/District Funding**
- e) Pest control – **BCA Maintenance/District Funding**
- f) Life cycle landscape renovations and replacement (including coinciding replacement of irrigation) – **District Maintenance/District Funding**

[* Note: District is responsible for a), b), and c) during the warranty period]

2) Irrigation:

- a) Daily maintenance and operation – **BCA Maintenance*/District Funding**
- b) Controller/clock operation, maintenance, and subscriptions – **BCA Maintenance*/District Funding**
- c) Start-up and winterization – **BCA Maintenance*/District Funding**
- d) Backflow testing and certification – **BCA Maintenance*/District Funding**
- e) Line, valve, heads, and wiring repairs and replacement – **BCA Maintenance*/District Funding**
- f) Controller/clock replacement – **District Maintenance*/District Funding**
- g) Water and electric utilities – **BCA Maintenance/District Funding**
- h) Water usage and conservation measures – **BCA Maintenance/District Funding**

[* Note: District is responsible for a), b), c), d), e), and f) during the warranty period]

3) Sidewalks within Public Tracts:

- a) Snow removal (including depth and timing standards and removal methods) – **BCA Maintenance/District Funding**
- b) Cleaning and sweeping – **BCA Maintenance/District Funding**
- c) Crack weed control – **BCA Maintenance/District Funding**
- d) Crack fill, joint repair, and grinding – **District Maintenance/District Funding**
- e) Replacement – **District Maintenance/District Funding**

- 4) Sidewalks in Front of Homes:
 - a) Snow removal, maintenance, and replacement – **Homeowners**

- 5) Regional Trail System:
 - a) Snow removal (including depth and timing standards to align with CCOB standards and removal methods) – **District Maintenance/District Funding**
 - b) Cleaning and sweeping – **District Maintenance/District Funding**
 - c) Crack weed control – **District Maintenance/District Funding**
 - d) Crack fill, joint repair, and grinding – **District Maintenance/District Funding**
 - e) Replacement – **District Maintenance/District Funding**

- 6) Concrete Alleys:
 - a) Snow removal (including depth and timing standards and removal methods) – **BCA Maintenance/BCA Funding**
 - b) Cleaning and sweeping – **BCA Maintenance/BCA Funding**
 - c) Crack weed control – **BCA Maintenance/BCA Funding**
 - d) Crack fill, joint repair, and grinding – **District Maintenance/District Funding**
 - e) Replacement – **District Maintenance/District Funding**

- 7) “Private” Asphalt Roads:
 - a) Snow removal (including depth and timing standards and removal methods) – **BCA Maintenance/District Funding**
 - b) Cleaning and sweeping – **BCA Maintenance/District Funding**
 - c) Crack weed control – **BCA Maintenance/District Funding**
 - d) Crack seal, seal coat, pothole repair – **District Maintenance/District Funding**
 - e) Striping – **District Maintenance/District Funding**
 - f) Signage – **District Maintenance/District Funding**
 - g) Mill and overlay – **District Maintenance/District Funding**

- 8) Playgrounds:
 - a) Rules and hours of operation – **District**
 - b) Daily monitoring – **BCA Maintenance/District Funding**
 - c) Trash pick-up, cleaning, and weed control – **BCA Maintenance/District Funding**
 - d) Inspections, maintenance, and repairs of fall protection equipment and materials – **District Maintenance/District Funding**
 - e) Replacement and additions – **District Maintenance/District Funding**

- 9) Benches and Picnic Tables:
 - a) Cleaning, graffiti removal, and basic repairs to components/hardware – **BCA Maintenance/District Funding**
 - b) Painting and sealing – **District Maintenance/District Funding**
 - c) Replacement and additions – **District Maintenance/District Funding**

10) Trash Cans:

- a) Emptying and replacing liners (including frequency standards and disposal methods) – **BCA Maintenance/District Funding**
- b) Cleaning, graffiti removal, and basic repairs to components/hardware – **BCA Maintenance/District Funding**
- c) Painting and sealing – **District Maintenance/District Funding**
- d) Replacement and additions – **District Maintenance/District Funding**

11) Pet Waste Stations:

- a) Emptying and stocking bags (including frequency standards and disposal methods) – **BCA Maintenance/District Funding**
- b) Cleaning, graffiti removal, and basic repairs to components/hardware – **BCA Maintenance/District Funding**
- c) Painting and sealing – **District Maintenance/District Funding**
- d) Replacement and additions – **District Maintenance/District Funding**

12) Mailbox Kiosks:

- a) Snow removal (including depth and timing standards and removal methods) – **BCA Maintenance/District Funding**
- b) Crack weed control – **BCA Maintenance/District Funding**
- c) Cleaning, graffiti removal, and basic repairs to components/hardware – **BCA Maintenance/District Funding**
- d) Painting and sealing – **District Maintenance/District Funding**
- e) Replacement and additions – **District Maintenance/District Funding**

13) Concrete Walls and Retaining Walls:

- a) Crack weed control – **BCA Maintenance/District Funding**
- b) Cleaning and graffiti removal – **BCA Maintenance/District Funding**
- c) Painting and sealing – **District Maintenance/District Funding**
- d) Structural inspections and repairs – **District Maintenance/District Funding**

14) Detention Ponds and Storm Structures:

- a) Pond area mowing, weed control, reseeding – **BCA Maintenance/District Funding**
- b) Storm structure inspection, cleaning, maintenance, and compliance reporting – **District Maintenance/District Funding**
- c) Concrete trickle channel cleaning, maintenance, and repairs – **District Maintenance/District Funding**

15) Underdrains:

- a) Underdrain inspection, cleaning, maintenance, and repairs – **District Maintenance/District Funding**

16) Monumentation Signs and Area Lighting

- a) Assets not included in current phase however, will be addressed in future phases

EXHIBIT B

AREA OF RESPONSIBILITY MAP

50' IRRIGATION AND DRAINAGE EASEMENT REC. NO. 2004002754 FARMERS RESERVOIR AND IRRIGATION COMPANY DITCH

PROSPECT RIDGE ACADEMY (FUTURE IMPROVEMENTS BY OTHERS)

FUTURE SIDEWALK AND BRIDGE CROSSING OVER FRIGO DITCH

TO FUTURE BASELINE DEVELOPMENT/ REGIONAL TRAIL (EXISTING SHERIDAN BOULEVARD UNDERPASS)

Tract TT is District

TO FUTURE HIGHWAY 7 REGIONAL TRAIL

CCOB TRAIL DIRECTIONAL SIGN. REC. 05/16/9

District



BCA



All internal sidewalks are BCA

LEGEND

- PROPOSED MAILBOX LOCATION
- PROJECT AREA
- 5'6" SIDEWALKS
- 7'6" SIDEWALKS
- 10' TRAILS
- ANTICIPATED RESIDENTIAL ACCESS ROUTES (BY BUILDER)

NOTES

- ALL TRAILS WILL BE COMPLIANT WITH ADA STANDARDS
- ALL TRAILS SHALL HAVE A MAX LONGITUDINAL SLOPE OF 5% AND A MAX CROSS SLOPE OF 2%