

COOPERATION AGREEMENT

AMONG

**CITY AND COUNTY OF DENVER, COLORADO,
(City)**

AND

**ADAMS COUNTY, COLORADO
(County)**

AND

**THE DENVER URBAN RENEWAL AUTHORITY
(DURA)**

FOR THE

**GLOBEVILLE COMMERCIAL
URBAN REDEVELOPMENT AREA**

Dated as of _____, 2011

**THE GLOBEVILLE COMMERCIAL
URBAN REDEVELOPMENT AREA
COOPERATION AGREEMENT**

THIS GLOBEVILLE COMMERCIAL URBAN REDEVELOPMENT AREA COOPERATION AGREEMENT (this "Cooperation Agreement"), dated as of _____, 2011, by and among the **CITY AND COUNTY OF DENVER, COLORADO** (the "City"), a home-rule city and a municipal corporation of the State of Colorado, **ADAMS COUNTY, COLORADO** (the "County"), and the **DENVER URBAN RENEWAL AUTHORITY ("DURA")**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "State").

W I T N E S S E T H:

WHEREAS, the City is a home-rule city and a municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (the "City Charter"); and

WHEREAS, the County is a county of the State of Colorado; and

WHEREAS, DURA is a body corporate and has been duly created, organized, established and authorized by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., Colorado Revised Statutes (the "Act"); and

WHEREAS, pursuant to Section 31-25-112.5 of the Act the County and the City are authorized to cooperate with DURA for the development of the area located adjacent to the City; and

WHEREAS, the Denver City Council approved by ordinance (the "Ordinance") and the Board of County Commissioners of Adams County (the "Board of County Commissioners") approved by resolution (the "Resolution") an urban redevelopment plan known as the Globeville Commercial Urban Redevelopment Plan (the "Urban Redevelopment Plan"), in accordance with Section 31-25-112.5 of the Act; and

WHEREAS, pursuant to Sections 31-25-107 and 31-25-109 of the Act, DURA has the power and authority to issue or incur notes, interim certificates or receipts, bonds, certificates of indebtedness, debentures, advances, or other obligations, including refunding obligations for the purpose of financing the activities and operations authorized to be undertaken by DURA with respect to Urban Redevelopment Projects in accordance with the Urban Redevelopment Plan, this Cooperation Agreement, the Act and other related agreements, as approved by the City and the County; and

WHEREAS, both the Act and Section 18, Article XIV, of the Colorado Constitution and the City Charter authorize the City, County and DURA to enter into cooperative agreements, such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, DURA, the County and the City hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals of this Cooperation Agreement shall have the meanings set forth therein wherever used in this Cooperation Agreement. In addition, for all purposes of this Cooperation Agreement, the following terms shall have the meanings set forth below.

“City Property Tax” means the real and personal property taxes produced by the levy at the rate fixed each year by the governing bodies of the various taxing jurisdictions within the City Property Tax Increment Area.

“City Property Tax Base Amount” means the total valuation for assessment last certified by the Assessor for the City of all taxable property within the City Property Tax Increment Area prior to the effective date of approval of the Urban Redevelopment Plan.

“City Property Tax Increment” means, for each Fiscal Year subsequent to the creation of the City Property Tax Increment Area, all City Property Tax Revenues in excess of City Property Tax Revenues produced by the levy of City Property Tax on the City Property Tax Base Amount; provided that (a) such amount shall be reduced by any lawful collection fee charged by the City; and (b) in the event of a general reassessment of taxable property in the City Property Tax Increment Area, City Incremental Property Taxes shall be proportionately adjusted in the manner required by the Act.

“City Property Tax Increment Area” means the area more particularly described in Exhibit A, attached hereto and incorporated herein.

“City Property Tax Revenues” means the amount derived by the City and all taxing jurisdictions from the levy of City Property Tax within the City Property Tax Increment Area.

“City Sales Tax” means the sales tax levied by the City from time to time on the retail sale of taxable goods and services, excluding (a) that portion of the City Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 557, Series of 1987, on food and beverages not exempted from taxation under Section 53-26(8) of the City Code, at the rate of one-half percent (0.5%) of the purchase price, (b) that portion of the City Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 557, Series of 1987 and by Ordinance No. 973, Series of 1999, on the short-term rental of automotive vehicles, at the rate of three and three-quarters percent (3.75%) of

the rentals paid or purchase price (c) that portion of the City Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 556, Series of 2006 for the Denver pre-school program at the rate of twelve one-hundredths percent (0.12%) and (d) any increased portion of the City Sales Tax, if any, designated by ordinance by the City following the date hereof for specific purposes other than the general operations of the City.

“City Sales Tax Base Amount” means the actual collection of City Sales Tax Revenues during the twelve (12) month period ending on the last day of the month prior to the effective date of approval of the Urban Redevelopment Plan. The City Sales Tax Base Amount shall be jointly certified by the Manager of Finance of the City and the Executive Director of DURA.

“City Sales Tax Increment” means, for each Fiscal Year subsequent to the creation of the City Sales Tax Increment Area, all City Sales Tax Revenues in excess of the City Sales Tax Base Amount; provided that such amount shall be reduced by costs and expenses of the City for such Fiscal Year of enforcing the City Sales Tax in the City Sales Tax Increment Area and collecting the City Sales Tax Revenues as allowed by State statute, including the pro-rata share of uncollectible City Sales Tax Revenues to be absorbed by DURA for such Fiscal Year as set forth in this Cooperation Agreement.

“City Sales Tax Increment Area” means the area more particularly described in Exhibit A, attached hereto and incorporated herein.

“City Sales Tax Revenues” means the amount to be derived by the City in each Fiscal Year from the levy of the City Sales Tax within the City Sales Tax Increment Area.

[“Completion of the Initial Project” means the repayment of the Section 108 Loan and costs incurred by an Owner/Developer that are associated with DURA requirements in an amount not to exceed \$10,500,000.]

“County Property Tax” means the real and personal property taxes produced by the levy at the rate fixed each year by the governing bodies of the various taxing jurisdictions within the County Property Tax Increment Area.

“County Property Tax Base Amount” means the total valuation for assessment last certified by the County Assessor for the County of all taxable property within the County Property Tax Increment Area prior to the effective date of approval of the Urban Redevelopment Plan.

“County Property Tax Increment” means for each Fiscal Year subsequent to the creation of the County Property Tax Increment Area, all County Property Tax Revenues in excess of the County Property Tax Revenues produced by the levy of County Property Tax on the County Property Tax Base Amount; provided that (a) such amount shall be reduced by any lawful collection fee charged by the County; and (b) in the event of a general reassessment of taxable property in the County Property Tax Increment Area,

County Incremental Property Taxes shall be proportionally adjusted in the manner required by the Act.

“County Property Tax Increment Area” means the area more particularly described in Exhibit B, attached hereto and incorporated herein.

“County Property Tax Revenues” means the amount derived by the County and all taxing jurisdictions from the levy of County Property Tax within the County Property Tax Increment Area.

“County Sales Tax” means the sales tax levied by the County from time to time on the retail sales of taxable goods and services, excluding (a) the existing one-half percent (0.5%) pledged to finance roads, bridges and other roadways and infrastructure improvements; (b) the existing one quarter percent (0.25%) pledged to preserve open space and create and maintain parks and recreational facilities; and (c) any increased portion of the County Sales Tax, if any, designated by resolution by the County following the date hereof for specific purposes other than the general operations of the County.

“County Sales Tax Base Amount” means the actual collection of County Sales Tax Revenues during the twelve (12) month period ending on the last day of the month prior to the effective date of approval of the Urban Redevelopment Plan. The County Sales Tax Base Amount shall be jointly certified by the Director of Finance of the County and the Executive Director of DURA.

“County Sales Tax Increment” means for each Fiscal Year subsequent to the creation of the County Sales Tax Increment Area, all County Sales Tax Revenues in excess of the County Sales Tax Base Amount; provided that such amount shall be reduced by costs and expenses of the County for such Fiscal Year of enforcing the County Sales Tax in the County Sales Tax Increment Area and collecting the County Sales Tax Revenue as allowed by State Statute, including the pro rata share of uncollectible County Sales Tax Revenues to be absorbed by DURA for such Fiscal Year as set forth in this Cooperation Agreement.

“County Sales Tax Increment Area” means the area more particularly described in Exhibit B, attached hereto and incorporated herein.

“County Sales Tax Revenues” means the amount to be derived by the County in each Fiscal Year from the levy of the County Sales Tax within the County Sales Tax Increment Area.

“District Cooperation Agreements” means any agreement among DURA and any existing or future districts pursuant to which, inter alia, the parties agree that DURA shall reimburse, or otherwise pay to such districts all ad valorem taxes received by DURA attributable to the current or future levy thereof by such districts with respect to taxable real or personal property within the boundaries of such district.

“Enhanced Training Opportunity” shall have the meaning set forth in Section 3.3 of this Cooperation Agreement.

“First Source Hiring Program” shall have the meaning set forth in Section 3.1 of this Cooperation Agreement.

“Fiscal Year” means the respective fiscal year of the City or the County, as applicable, or any applicable portion of a fiscal year.

“Initial Project” shall have the meaning set forth in Section 6.1 of this Cooperation Agreement.

“Obligations” means notes, interim certificates or receipts, temporary bonds, indebtedness, contracts, certificates of indebtedness, debentures, advances or other obligations, including Redevelopment Agreements (and any assignments related thereto), refunding obligations and obligations to accumulate and maintain appropriate coverage and reserve accounts, issued or incurred by DURA in furtherance of the Urban Redevelopment Plan.

“Owner/Developer” means any owners of the real or personal property within the Urban Redevelopment Area and any person or entity undertaking, funding, or financing any portion of the Projects.

“Projects” means any public and/or private undertaking for the purposes of redevelopment and rehabilitation in keeping with the objectives of the Urban Redevelopment Plan and approved pursuant to Cooperation Agreements with the City, the County and DURA.

“Redevelopment Agreement” means any agreement between DURA and an Owner/Developer or any public body, as applicable, as it may be amended from time to time, regarding a Project in furtherance of the Urban Redevelopment Plan.

“Section 108 Loan” means those certain Community Development Block Grant (“CDBG”) activities eligible for reimbursement and/or funded by Adams County’s Section 108 Loan transaction #B08-UC-08-001.

“Urban Redevelopment Area” means the area more particularly described in Exhibit C, attached hereto and incorporated herein, designated as an urban redevelopment area under the provisions of the Urban Redevelopment Plan as it may be amended from time to time in accordance with the Act.

ARTICLE II LAND USE MATTERS

Section 2.1. City Street and Utility Relocations. The City agrees, to the extent permitted by the City Charter, ordinances, regulations, applicable franchise and other

agreements and the Constitution and laws of the State of Colorado, to cooperate with DURA in accomplishing any street and utility locations and relocations required by any Redevelopment Agreement in furtherance of the Urban Redevelopment Plan; provided, that the City in no way commits itself to any expenditure of moneys to carry out its duties under this section.

Section 2.2 County Street and Utility Relocations. The County agrees, to the extent permitted by its Charter, ordinances, regulations, applicable franchise and other agreements and the Constitution and laws of the State of Colorado, to cooperate with DURA in accomplishing any street and utility locations and relocations required by any Redevelopment Agreement in furtherance of the Urban Redevelopment Plan; provided, that the County in no way commits itself to any expenditure of moneys to carry out its duties under this section.

ARTICLE III SPECIAL PROGRAM REQUIREMENTS

Section 3.1. First Source Program. With respect to any Redevelopment Agreement, DURA and the applicable Owner/Developer shall carry out the DURA First Source Hiring Program designed to provide employment opportunities to City residents (the "First Source Hiring Program"), and DURA and the applicable Owner/Developer shall work with the Adams County Workforce Business Center, or its successor, to carry out the First Source Hiring Program to provide employment opportunities to County residents, as applicable, and which includes, among other things, recruitment, training, and similar activities, for permanent employees of the owners and tenants as part of any public and/or private undertaking for the purposes of redevelopment and rehabilitation in furtherance of the Urban Redevelopment Plan.

Section 3.2. Small Business Enterprise Utilization Program. DURA has adopted a Small Business Enterprise Policy pursuant to which DURA shall require each Owner/Developer to develop a small business enterprise utilization plan regarding small business enterprise participation for the Redevelopment Agreement and for any other agreement DURA implements in connection with the Projects. DURA agrees to implement and enforce, or cause each Owner/Developer to implement and enforce, such small business enterprise utilization plans and to review and, if necessary, update such plans from time to time.

Section 3.3 Enhanced Training Opportunities Policy. Pursuant to DURA's policy, DURA will require each Owner/Developer to develop an enhanced training opportunities plan for the Redevelopment Agreement and for any other agreement DURA implements in connection with the Projects. DURA agrees to implement and enforce, or cause each Owner/Developer to implement and enforce, such plans and to review and, if necessary, update such plans from time to time.

Section 3.4 Prevailing Wage Policy. DURA has adopted a Prevailing Wage Policy which is applicable in certain circumstances. In the event any improvements funded

in whole or in part with tax increment financing provided by DURA are deemed to be "City Projects" pursuant to DURA's Prevailing Wage Policy, DURA will require any Owner/Developer constructing such improvements to comply with the City's prevailing wage requirements for the construction of such improvements.

Section 3.5. Project Art Program. DURA has adopted and shall require each Owner/Developer to participate in DURA's Project Art Program.

ARTICLE IV TAX INCREMENT FINANCE

Section 4.1. Collection and Disbursement of City Sales Tax Increment. The City shall promptly pay over to DURA on a monthly basis the City Sales Tax Increment, subject to the limitations herein. DURA acknowledges that there is usually a two-month delay between the retailer's collection of City Sales Tax Revenues and the City's calculation and payment to DURA of City Sales Tax Increment. The City shall make payments of City Sales Tax Increment to the appropriate bank account designated from time to time by DURA. In the event that the City shall be unable to collect through lawful means any City Sales Tax Revenues due with respect to the City Sales Tax Increment Area, the amount of such uncollectible City Sales Tax Revenues shall be allocated between DURA and the City in the same proportion as the total collected City Sales Tax Revenues within the City Sales Tax Increment Area are allocated between the City and DURA for such Fiscal Year.

Section 4.2. Changes in the Rate of City Tax Percentage. As set forth in the Act, in the event that there shall occur a change in the percentage of the City Sales Tax levied by the City with respect to all or any part of the City Sales Tax Increment Area, the portions of City Sales Tax Revenues allocated between the City and DURA shall be proportionately adjusted in accordance with such change. In order to implement the provisions of the Act, DURA and the City agree that changes in City Sales Tax Revenues derived by reason of (a) any change in the percentage of the City Sales Tax rate generally, (b) any change in the percentage of the City Sales Tax rate with regard to specific taxable items or transactions, or (c) any extension of the City Sales Tax to items or transactions which were not theretofore taxable, shall be allocated between the City Sales Tax Base Amount and the City Sales Tax Increment in the same proportion which the City Sales Tax Base Amount and City Sales Tax Increment bears to the total of the City Sales Tax Revenues. Such allocation shall be made based upon the City Sales Tax Base Amount, the City Sales Tax Increment and total City Sales Tax Revenues for the last full Fiscal Year prior to the Fiscal Year in which such changes or increase shall become effective.

Section 4.3. Collection of City Sales Tax Increment; Continuing Cooperation. The City hereby agrees to assist DURA by pursuing all of the lawful procedures and remedies available to the City in order to collect the City Sales Tax Increment and to cause the City Sales Tax Increment to be applied in accordance with this Cooperation Agreement, the Urban Redevelopment Plan, the Act, and the Ordinance.

In the event that any cooperation or other agreement shall be necessary or appropriate in order to accomplish the collection of City Sales Tax Increment and the payment thereof to DURA in accordance with this Cooperation Agreement, the Urban Redevelopment Plan, and the Act, or the accomplishment of the Urban Redevelopment Plan, the City agrees to exercise its best reasonable efforts to secure the approval of all such cooperation and other agreements.

Section 4.4. Maintenance of City Sales Tax. In order to assure DURA's timely payment of certain sums under any Redevelopment Agreement, the City covenants that, so long as a Redevelopment Agreement or any documents relating to outstanding Obligations for which City Sales Tax Increment is pledged remain in effect, the City shall not, except as provided below in this Section 4.4, reduce the percentage of the City Sales Tax and the City shall not exempt from the City Sales Tax any item or transaction which is currently subject to the City Sales Tax. The City may reduce, from time to time, the percentage of the City Sales Tax or exempt from the City Sales Tax, from time to time, any item or transaction which is subject to the City Sales Tax (any such change being referred to herein as a "City Sales Tax Change") in the event that the net effect of any City Sales Tax Change shall not operate to reduce or delay the receipt by DURA of City Sales Tax Increment as projected at the time of such proposed City Sales Tax Change. For purposes of the foregoing covenant, the impact of any City Sales Tax Change shall be determined by a projection (the "City Tax Revenue Projection") of City Sales Tax Increment which is approved by DURA and the City Manager of Finance. The City Tax Revenue Projection shall set forth a comparison of projected City Sales Tax Increment calculated with and without giving effect to the City Sales Tax Change and shall include any increases in City Sales Tax Increment projected to occur by reason of any compensating increase in the City Sales Tax percentage or any extension of the City Sales Tax to previously untaxed items in the event that such increase or extension shall become effective simultaneously with the City Sales Tax Change.

Section 4.5. Collection and Disbursement of City Property Tax Increment. The City agrees to assist DURA in pursuing the objectives and implementation of the Urban Redevelopment Plan by collecting and paying to DURA all City Property Tax Increment.

In the event that the City shall be unable to collect through lawful means any City Property Tax Revenues due, the amount of uncollectible City Property Tax Revenues shall be allocated between DURA and the City in the same proportion as the total collected City Property Tax Revenues are allocated between the City and DURA for such Fiscal Year.

The City Property Tax Revenues and City Property Tax Increment shall be calculated in accordance with Colorado Law, Rules and Regulations of the State Property Tax Administrator, the Urban Redevelopment Plan and this Cooperation Agreement.

Section 4.6. Collection and Disbursement of County Sales Tax Increment. The County shall promptly pay over to DURA on a monthly basis the County Sales Tax Increment, subject to the limitations herein. DURA acknowledges that there is usually a

two-month delay between the retailer's collection of County Sales Tax and the County's calculation and payment to DURA of County Sales Tax Increment. The County shall make payments of County Sales Tax Increment to the appropriate bank account designated from time to time by DURA. In the event that the County shall be unable to collect through lawful means any County Sales Tax Revenues due with respect to the County Sales Tax Increment Area, the amount of such uncollectible County Sales Tax Revenues shall be allocated between DURA and the County in the same proportion as the total collected County Sales Tax Revenues within the County Sales Tax Increment Area are allocated between the County and DURA for such Fiscal Year.

Section 4.7. Changes in the Rate of County Tax Percentage. As set forth in the Act, in the event that there shall occur a change in the percentage of the County Sales Tax levied by the County with respect to all or any part of the County Sales Tax Increment Area, the portions of County Sales Tax Revenues allocated between the County and DURA shall be proportionately adjusted in accordance with such change. In order to implement the provisions of the Act, DURA and the County agree that changes in County Sales Tax Revenues derived by reason of (a) any change in the percentage of the County Sales Tax rate generally, (b) any change in the percentage of the County Sales Tax rate with regard to specific taxable items or transactions, or (c) any extension of the County Sales Tax to items or transactions which were not theretofore taxable, shall be allocated between the County Sales Tax Base Amount and the County Sales Tax Increment in the same proportion which the County Sales Tax Base Amount and County Sales Tax Increment bears to the total of the County Sales Tax Revenues. Such allocation shall be made based upon the County Sales Tax Base Amount, the County Sales Tax Increment and total County Sales Tax Revenues for the last full Fiscal Year prior to the Fiscal Year in which such changes or increase shall become effective.

Section 4.8. Collection of County Sales Tax Increment; Continuing Cooperation. The County hereby agrees to assist DURA by pursuing all of the lawful procedures and remedies available to the County in order to collect the County Sales Tax Increment and to cause the County Sales Tax Increment to be applied in accordance with this Cooperation Agreement, the Urban Redevelopment Plan, the Act, and the Resolution.

In the event that any cooperation or other agreement shall be necessary or appropriate in order to accomplish the collection of County Sales Tax Increment and the payment thereof to DURA in accordance with this Cooperation Agreement, the Urban Redevelopment Plan, and the Act, or the accomplishment of the Urban Redevelopment Plan, the County agrees to exercise its best reasonable efforts to secure the approval of all such cooperation and other agreements.

Section 4.9. Maintenance of County Sales Tax. In order to assure DURA's timely payment of certain sums under any Redevelopment Agreement, the County covenants that, so long as a Redevelopment Agreement or any documents relating to outstanding Obligations for which County Sales Tax Increment is pledged remain in effect, the County shall not, except as provided below in this Section 4.4, reduce the

percentage of the County Sales Tax and the County shall not exempt from the County Sales Tax any item or transaction which is currently subject to the County Sales Tax. The City may reduce, from time to time, the percentage of the County Sales Tax or exempt from the County Sales Tax, from time to time, any item or transaction which is subject to the County Sales Tax (any such change being referred to herein as a "County Sales Tax Change") in the event that the net effect of any County Sales Tax Change shall not operate to reduce or delay the receipt by DURA of County Sales Tax Increment as projected at the time of such proposed County Sales Tax Change. For purposes of the foregoing covenant, the impact of any County Sales Tax Change shall be determined by a projection (the "Tax Revenue Projection") of County Sales Tax Increment which is approved by DURA and the County Director of Finance. The Tax Revenue Projection shall set forth a comparison of projected County Sales Tax Increment calculated with and without giving effect to the Sales Tax Change and shall include any increases in County Sales Tax Increment projected to occur by reason of any compensating increase in the County Sales Tax percentage or any extension of the County Sales Tax to previously untaxed items in the event that such increase or extension shall become effective simultaneously with the Sales Tax Change.

Section 4.10. Collection and Disbursement of County Property Tax Increment. The County agrees to assist DURA in pursuing the objectives and implementation of the Urban Redevelopment Plan by collecting and paying to DURA all County Property Tax Increment.

In the event that the County shall be unable to collect through lawful means any County Property Tax Revenue due, the amount of uncollectible County Property Tax Revenue shall be allocated between DURA and the County in the same proportion as the total collected County Property Tax Revenues are allocated between the County and DURA for such Fiscal Year.

The County Property Tax Revenues and County Property Tax Increment shall be calculated in accordance with Colorado Law, Rules and Regulations of the State Property Tax Administrator, the Urban Redevelopment Plan and this Cooperation Agreement.

Section 4.11. District Cooperation Agreements. In carrying out redevelopment activities pursuant to the Urban Redevelopment Plan, DURA is authorized to enter into one or more District Cooperation Agreements.

ARTICLE V TERM

Section 5.1. Term of Incremental Tax Collection.

(a) Except as set forth in subsection (b) of this Section, payment of City Sales Tax Increment, City Property Tax Increment, County Sales Tax Increment and/or County Property Tax Increment to DURA shall cease upon the earlier of (i) twelve (12) months

after Completion of the Initial Project and the repayment of all Obligations, or (ii) the date that is twenty-five (25) years from the later of date of the approval by the Denver City Council of the Urban Redevelopment Plan authorizing the use of tax increment financing or date of the approval by the Board of County Commissioners of the Urban Redevelopment Plan authorizing the use of tax increment financing (the “Term”).

(b) (i) Notwithstanding subsection (a)(i) of this Section, the Term may be continued by the City, solely as it relates to the City Property Tax Increment and/or the City Sales Tax Increment, if within twelve (12) months after both Completion of the Initial Project and the repayment of all Obligations, both the City Manager of Finance and the City Manager of Public Works provide written notice to DURA to continue collection of the City Sales Tax Increment and/or the City Property Tax Increment, with such notice to be in accordance with Section 5.2 of this Cooperation Agreement;

(ii) notwithstanding subsection (a)(i) of this Section, the Term may be continued by the County solely as it relates to the County Property Tax Increment and/or the County Sales Tax Increment, if twelve (12) months after both Completion of the Initial Project and the repayment of all Obligations, the County Director of Finance provides written notice to DURA to continue collection of the County Sales Tax Increment and/or the County Property Tax Increment, with such notice to be in accordance with Section 5.2 of this Cooperation Agreement.

Section 5.2. Notices. DURA shall provide written notice to the City and to the County within ten (10) days of the Completion of the Initial Project and shall provide written notice to the City and to the County within ten (10) days of the repayment of all of the Obligations. Such notice shall set forth the date upon which the Completion of the Initial Project or the repayment of all Obligations was achieved. After receiving notice of both the Completion of the Initial Project and repayment of all Obligations, each of the City and the County (as provided in Section 5.1(b)(i) and (ii)) shall separately notify DURA in writing within twelve (12) months of the date set forth in DURA’s notice whether it intends for the collection of City Sales Tax Increment and City Property Tax Increment or County Sales Tax Increment and County Property Tax Increment, respectively, to continue. For the purposes of clarity, if either the City or the County does not respond or notifies DURA that it does not want the collection of its respective incremental taxes to continue, the Cooperation Agreement shall terminate as to the respective incremental taxes and obligations in accordance with the provisions of this Cooperation Agreement.

Section 5.3. Termination of Cooperation Agreement.

(a) Upon cessation of City Incremental Sales Taxes and City Incremental Property Taxes and satisfaction of other financial obligations as provided herein, the obligations of the City under this Cooperation Agreement shall automatically terminate. To the extent DURA has funds remaining attributable to the City Property Tax Increment and the City Sales Tax Increment after the payment of all Obligations and the termination of this Cooperation Agreement as to the City’s obligations hereunder, all such funds, less

any fees, costs and expenses of DURA shall be returned to the City for allocation to the City and other public bodies in accordance with the Act.

(b) Upon cessation of County Incremental Sales Taxes and County Incremental Property Taxes and satisfaction of other financial obligations as provided herein, the obligations of the County under this Cooperation Agreement shall terminate. To the extent DURA has funds remaining attributable to the County Property Tax Increment and the County Sales Tax Increment after the payment of all Obligations and the termination of this Cooperation Agreement as to the County's obligations hereunder, all such funds, less any fees, costs and expenses of DURA shall be returned to the County for allocation to the County and other public bodies in accordance with the Act.

ARTICLE VI OBLIGATIONS INCURRED BY DURA

Section 6.1. Purpose of Obligations, Limitations.

(a) In carrying out redevelopment activities in the Urban Redevelopment Area pursuant to the Urban Redevelopment Plan, DURA is authorized to incur from time to time one or more Obligations payable from City Incremental Sales Taxes, City Incremental Property Taxes, County Incremental Sales Taxes and County Incremental Property Taxes to finance the work undertaken by an Owner/Developer that is paid for from the Section 108 Loan funds and costs incurred by an Owner/Developer that are associated with DURA requirements, in an amount not to exceed \$10,500,000.00 (the "Initial Project"). DURA agrees that, except in accordance with the procedures set forth herein, it shall not incur Obligations payable in whole or in part from City Incremental Sales Taxes, City Incremental Property Taxes, County Incremental Sales Taxes or County Incremental Property Taxes for purposes or improvements other than for the Initial Project except as approved in accordance with this Cooperation Agreement.

(b) If DURA determines to use City Incremental Sales Taxes, City Incremental Property Taxes, County Incremental Sales Taxes or County Incremental Property Taxes for a Project other than the Initial Project, DURA shall notify the City Manager of Finance, the City Manager of Public Works, and the County Director of Finance of the Project and of the intended use of tax increment financing for the Project. DURA shall not enter into any Obligations for a Project, other than the Initial Project, unless DURA receives a written authorization from the City Manager of Finance, the City Manager of Public Works, and the County Director of Finance approving the Project, other than the Initial Project, and the use of tax increment financing.

(c) The limitations and authority set forth in Section 6.1 shall not limit the ability of DURA to incur Obligations the proceeds of which are used to refund any Obligations previously incurred, provided however, DURA shall provide at least 45 days notice of intent to incur Obligations to refund Obligations previously incurred to the City Manager of Finance and the County Director of Finance if such refunding involves offering such Obligation in the public markets.

(d) Nothing herein shall be construed to limit the discretion of DURA in determining the principal amount, form, terms, maturities, redemption features, rates of interest and similar matters relating to the Obligations as contemplated by the Act.

(e) DURA shall provide at least forty-five (45) days notice of DURA's intent to offer an Obligation in the public markets to the City Manager of Finance and the County Director of Finance prior to offering such Obligation in the public markets.

ARTICLE VII MISCELLANEOUS

Section 7.1. Right to Pledge Cooperation Agreement. DURA shall be entitled to pledge or assign, in whole or in part, the rights of DURA under this Cooperation Agreement to any trustee or other fiduciary and, upon such assignment, any such assignee shall be entitled to enforce, as a third-party beneficiary, the obligations of the City under the Ordinance and this Cooperation Agreement, including but not limited to the obligations of the City to pay City Sales Tax Increment and City Property Tax Increment to DURA and the obligations of the County under the Resolution and this Cooperation Agreement, including but not limited to the obligations of the County to pay County Sales Tax Increment and County Property Tax Increment to DURA.

Section 7.2. Status of City Sales Tax Increment and City Property Tax Increment. The City and DURA agree that the City Sales Tax Increment and City Property Tax Increment are the property of DURA pursuant to the Act until the end of the Term. The City further agrees that, in the event that a court of competent jurisdiction determines otherwise, it shall cause its Department of Finance to include the City Sales Tax Increment and City Property Tax Increment as a line item in the annual budget request to City Council so that the City Council may consider appropriating such amount to or for the account of DURA. Notwithstanding any provision hereof to the contrary, the City agrees that in the event that the City is required, pursuant to Article X, Section 20 of the Colorado Constitution (the "TABOR Amendment"), to make any refund of any sales taxes or property taxes, it shall not reduce or limit the City Sales Tax Increment and City Property Tax Increment paid to or for the account of DURA, except to the extent legally required, provided, that in such case, the City, by and through City Council, shall consider appropriating to or for the account of DURA such amount that is legally required to be deducted. In the event that the City reduces any tax rates in order to effect any required refund or to otherwise comply with the TABOR Amendment (a "TABOR Amendment Rate Change"), the City Sales Tax Increment and City Property Tax Increment shall be that amount that would have been collected had the tax rate been equal to such rate existing immediately prior to the first such TABOR Amendment Rate Change, except to the extent such rate is legally required to change; provided, that in such case the City, by and through City Council, shall consider appropriating to or for the account of DURA such amount that is required for DURA to receive the City Sales Tax Increment and City Property Tax Increment.

Section 7.3. Status of County Sales Tax Increment and County Property Tax Increment. The County and DURA agree that the County Sales Tax Increment and County Property Tax Increment are the property of DURA pursuant to the Act until the end of the Term. The County further agrees that, in the event that a court of competent jurisdiction determines otherwise, it shall cause its Director of Finance to include the County Sales Tax Increment and County Property Tax Increment as a line item in the annual budget request to the Board of County Commissioners so that the County may consider appropriating such amount to or for the account of DURA. Notwithstanding any provision hereof to the contrary, the County agrees that in the event that the County is required, pursuant to Article X, Section 20 of the Colorado Constitution (the "TABOR Amendment"), to make any refund of any sales taxes or property taxes, it shall not reduce or limit the County Sales Tax Increment and County Property Tax Increment paid to or for the account of DURA, except to the extent legally required, provided, that in such case, the County, by and through the Board of County Commissioners, shall consider appropriating to or for the account of DURA such amount that is legally required to be deducted. In the event that the County reduces any tax rates in order to effect any required refund or to otherwise comply with the TABOR Amendment (a "TABOR Amendment Rate Change"), the County Sales Tax Increment and County Property Tax Increment shall be that amount that would have been collected had the tax rate been equal to such rate existing immediately prior to the first such TABOR Amendment Rate Change, except to the extent such rate is legally required to change; provided, that in such case the County, by and through the Board of County Commissioners, shall consider appropriating to or for the account of DURA such amount that is required for DURA to receive the County Sales Tax Increment and County Property Tax Increment.

Section 7.4. Amendments and Waivers. Except as otherwise set forth herein, no amendment or waiver of any provision of this Cooperation Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Cooperation Agreement may be modified, amended, changed or terminated, in whole or in part, without City Council or Board of County Commissioners approval unless City Council or Board of County Commissioners approval is required by the City Charter, in the case of the City, or applicable state law, in the case of the County.

Section 7.5. Right to Extend Time for Performance. The parties agree that any time for performance of any term or condition hereunder may be extended for up to two (2) thirty (30) day periods by a letter signed by the City Manager of Finance, the County Director of Finance and an authorized representative of DURA. All other amendments to this Cooperation Agreement must comply with Section 7.4 above.

Section 7.6. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the City Charter or ordinances of the City and the resolutions of the County.

Section 7.7. Headings. Section headings in this Cooperation Agreement are included herein for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

Section 7.8. Severability. Any provision of this Cooperation Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without affecting the validity, enforceability or legality of such provisions in any other jurisdiction.

Section 7.9. No Discrimination in Employment. In connection with the performance of work under this Cooperation Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, gender variance, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 7.10. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Manager of Finance
201 W. Colfax, Department 1010
Denver, Colorado 80202

Manager of Public Works
201 W. Colfax, Department 608
Denver, Colorado 80202

If to the County: Board of County Commissioners
Adams County Government Center
4430 South Adams County Parkway
Brighton, Colorado 80601

With copies to: Adams County Attorney
Adams County Government Center

4430 South Adams County Parkway
Brighton, Colorado 80601

If to DURA: Executive Director
1555 California Street, Suite 200
Denver, Colorado 80202

Section 7.11. Third-Party Beneficiary. It is the intent of the parties that no third-party beneficiary interest is created in this Cooperation Agreement except for an assignment pursuant to this Cooperation Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Cooperation Agreement.

Section 7.12. Counterparts. This Cooperation Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

Section 7.13. No Personal Liability. No elected official, director, officer, agent or employee of the City, County or DURA shall be charged personally or held contractually liable by or to the other party under any term or provision of this Cooperation Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Cooperation Agreement.

Section 7.14. Conflict of Interest. DURA represents that to the best of its information and belief no officer or employee of the City or County is either directly or indirectly a party to or in any manner interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee. City represents that to the best of the Manager of Finance's information and belief no officer or employee of DURA is either directly or indirectly a party to or in any manner interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such officer or employee. County represents that to the best of the Manager of Revenue's information and belief no officer or employee of DURA is either directly or indirectly a party to or in any manner interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such officer or employee.

Section 7.15. Appropriation. All obligations of the City under and pursuant to Sections 2.1 and 3.1 of this Cooperation Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Cooperation Agreement and paid into the Treasury of the City. All obligations of the County under and pursuant to Section 2.2 of this Cooperation Agreement are subject to prior appropriations of monies expressly made by the Board of County Commissioners for the purposes of this Cooperation Agreement and paid into the Treasury of the County.

Section 7.16. Specific Performance Remedy. In the event of default hereunder by the City, County or DURA, the exclusive remedy of the non-defaulting party shall be to require the specific performance of the defaulting party. In no event shall either party be entitled to damages or a monetary award, whether in the form of actual damages, punitive damages, an award of attorney fees or costs, or otherwise. Any delay in asserting any right or remedy under this Cooperation Agreement shall not operate as a waiver of any such right or limit such rights in any way.

Section 7.17. Examination of Records. Each party to this Cooperation Agreement agrees that any duly authorized representative of either of the other parties, including, in the case of the City, the City Auditor and his or her representatives, shall have access to and the right to examine, during normal business hours and upon reasonable notice, any directly pertinent books, documents, papers, and records of the requested party relating to this Cooperation Agreement subject to applicable laws, including maintaining the confidentiality of documents in accordance with the Colorado Open Records Act.

Section 7.18. Electronic Signatures and Electronic Records. The parties hereto consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY AND COUNTY OF DENVER,

ATTEST:

By _____
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Manager of Finance

By: _____
Manager of Public Works

By: _____
Manager of Community Planning and
Development

By: _____
Director of the Office of Economic
Development

APPROVED AS TO FORM:
Denver City Attorney, Attorney
for the City and County of Denver

REGISTERED AND COUNTERSIGNED

By _____
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No. _____

By: _____
Auditor

ADAMS COUNTY

By_____

ATTEST:

DENVER URBAN RENEWAL
AUTHORITY

By_____

Tracy Huggins, Secretary

By_____

_____, Chair

ADAMS COUNTY

By _____

ATTEST:

By Tracy Huggins
Tracy Huggins, Secretary

DENVER URBAN RENEWAL
AUTHORITY

By Chris J. Martinez
Chair

EXHIBIT A

**CITY PROPERTY TAX INCREMENT AREA
CITY SALES TAX INCREMENT AREA**

Exhibit A
City Property Tax Increment Area
City Sales Tax Increment Area

**PROPERTY DESCRIPTION
GLOBEVILLE
DENVER COUNTY PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15 WHICH IS 60.00 FEET WEST AND 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTH HALF;

THENCE NORTH TO THE NORTH LINE OF SAID NORTH HALF;

THENCE WEST TO THE EAST LINE OF THE RAILROAD RIGHT-OF-WAY;

THENCE SOUTHERLY ON SAID RIGHT-OF-WAY TO A POINT 80.78 FEET SOUTH AND 227.70 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTH HALF;

THENCE NORTH 85°21' WEST 11.00 FEET;

THENCE SOUTH 04°39' WEST 300.00 FEET;

THENCE SOUTH 85° 21' EAST 11.00 FEET;

THENCE SOUTHERLY ON THE RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF 51ST AVENUE;

THENCE EAST, TO A POINT 125.00 FEET WEST OF THE WEST LINE OF WASHINGTON STREET;
THENCE NORTH, 170.00 FEET;

THENCE EAST, 125.00 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

**COUNTY PROPERTY TAX INCREMENT AREA
COUNTY SALES TAX INCREMENT AREA**

Exhibit B
County Property Tax Increment Area
County Sales Tax Increment Area

**PROPERTY DESCRIPTION
GLOBEVILLE
ADAMS COUNTY PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN LYING NORTHEASTERLY AND EASTERLY OF THE COLORADO & SOUTHERN GLOBEVILLE INDUSTRIAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1978 AT RECEPTION NO. B140397.

EXCEPT THE HIGHWAY AS CONVEYED TO THE STATE HIGHWAY DEPARTMENT BY DEED RECORDED SEPTEMBER 3, 1949 IN BOOK 380 AT PAGE 155 AND TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY DEED RECORDED JULY 22, 1996 IN BOOK 4798 AT PAGE 503.

EXHIBIT C

URBAN REDEVELOPMENT AREA

Exhibit C
Urban Redevelopment Area

**PROPERTY DESCRIPTION
GLOBEVILLE
COMBINED ADAMS COUNTY AND DENVER COUNTY PROPERTIES**

ADAMS COUNTY PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN LYING NORTHEASTERLY AND EASTERLY OF THE COLORADO & SOUTHERN GLOBEVILLE INDUSTRIAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1978 AT RECEPTION NO. B140397.

EXCEPT THE HIGHWAY AS CONVEYED TO THE STATE HIGHWAY DEPARTMENT BY DEED RECORDED SEPTEMBER 3, 1949 IN BOOK 380 AT PAGE 155 AND TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY DEED RECORDED JULY 22, 1996 IN BOOK 4798 AT PAGE 503.

DENVER COUNTY PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15 WHICH IS 60.00 FEET WEST AND 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTH HALF;
THENCE NORTH TO THE NORTH LINE OF SAID NORTH HALF;
THENCE WEST TO THE EAST LINE OF THE RAILROAD RIGHT-OF-WAY;
THENCE SOUTHERLY ON SAID RIGHT-OF-WAY TO A POINT 80.78 FEET SOUTH AND 227.70 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTH HALF;
THENCE NORTH 85°21' WEST 11.00 FEET;
THENCE SOUTH 04°39' WEST 300.00 FEET;
THENCE SOUTH 85° 21' EAST 11.00 FEET;
THENCE SOUTHERLY ON THE RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF 51ST AVENUE;
THENCE EAST, TO A POINT 125.00 FEET WEST OF THE WEST LINE OF WASHINGTON STREET;
THENCE NORTH, 170.00 FEET;
THENCE EAST, 125.00 FEET TO THE **POINT OF BEGINNING**.