

**DUSPA OMNIBUS ASSIGNMENT and ASSUMPTION AGREEMENT**

This Omnibus Assignment and Assumption Agreement (this “**Assignment**”), effective as of \_\_\_\_\_, 2017 (the “**Effective Date**”), is by and among DENVER UNION STATION PROJECT AUTHORITY, a Colorado nonprofit corporation and instrumentality of the City and County of Denver (“**DUSPA**”), the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado (“**RTD**”) and the CITY AND COUNTY OF DENVER, COLORADO (the “**City**”), together with DUSPA and RTD, the “**Parties**,” and each, a “**Party**.”

WHEREAS, DUSPA was responsible for the redevelopment, financing, and construction of the DUS Project and entered into the DOT Loans to accomplish the redevelopment of the DUS Project;

WHEREAS, DUSPA, RTD and the United States Department of Transportation, acting by and through the Federal Transit Administration, entered into the Compliance Agreement in connection with the DUS Project;

WHEREAS, RTD and DUSPA entered into the Funding Agreement in connection with the DUS Project to facilitate the coordination and funding of the DUS Project;

WHEREAS, the City has entered into that certain Loan Agreement, dated February 3, 2017, with Compass Bank, Compass Mortgage Corporation and U.S. Bank National Association (the “**TIF Loan**”), which partially satisfies DUSPA’s debt obligations under the DOT Loans;

WHEREAS, RTD has issued bonds in an amount which, together with the TIF Loan, fully satisfy DUSPA’s debt obligations under the DOT Loans;

WHEREAS, because of the full satisfaction of DUSPA’s debt obligations, the DOT Loans and the Funding Agreement have been terminated and/or cancelled;

WHEREAS, the 20<sup>th</sup> and Chestnut Project is required by the FEIS;

WHEREAS, DUSPA and RTD entered into the Artist Agreement Jim Sanborn, the Artist, for the payment, design and installation of a second art project (the “**Art Project**”), at the DUS Project;

WHEREAS, in connection with its endeavors to wind up its affairs and dissolve, the Parties desire to memorialize the collection and distribution of OCIP Reserves and D&O Refunds;

WHEREAS, DUSPA has engaged RubinBrown and has continued its engagement with RubinBrown for Auditing Services;

WHEREAS, DUSPA entered into the Financial Services arrangement with RTD for the provision of federal compliance and account services to DUSPA;

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WHEREAS, DUSPA has engaged Butler Snow as its General Counsel and has continued such engagement continuously for the provision of Legal Services;

WHEREAS, because DUSPA's responsibilities regarding the construction and financing of the DUS Project have been accomplished and/or funded, DUSPA is now in the process of winding up its affairs and dissolving;

WHEREAS, in connection with its endeavors to wind up its affairs and dissolve, DUSPA will establish the Cash Fund as identified in **Exhibit A**, attached hereto to secure the payment of various dissolution costs and expenses;

WHEREAS, the Parties desire to ensure that the delegation of certain obligations and responsibilities, as marked in the attached **Exhibit B**, required pursuant to the Compliance Agreement and the Funding Agreement, survive the termination of the Funding Agreement and the dissolution of DUSPA;

WHEREAS, the Parties desire to ensure that the delegation of certain obligations and responsibilities, attached as **Exhibit C**, required pursuant to the DOT Loans, survive the termination of the DOT Loans and the dissolution of DUSPA;

WHEREAS, the Parties desire to ensure that the delegation of certain obligations and responsibilities (including payment responsibilities), attached as **Exhibit D**, representing payment in full of any of DUSPA's environmental obligations under the FEIS concerning the 20<sup>th</sup> and Chestnut Project, survive the dissolution of DUSPA;

WHEREAS, the Parties desire to ensure that the delegation of certain obligations and responsibilities (including payment responsibilities) as such rights and responsibilities are set forth in the Artist Agreement, and as required pursuant to the Art Project, including the Artist Agreement and all permits, rights of access and license agreements attendant thereto and as presented in **Exhibit E**, survive the dissolution of DUSPA;

WHEREAS, the Parties desire to ensure that the rights of DUSPA to collect and receive OCIP Reserves from Ace American Insurance Company, as set forth in **Exhibit F**, are assigned to RTD;

WHEREAS, the Parties desire to ensure that the rights of DUSPA to collect and receive funds associated with the CRP Collection Project as set forth in **Exhibit G**, which collection methodologies are designed pursuant to the means and in the manner designated by RTD and the City, are assigned to RTD for equal distribution between RTD and the City upon receipt;

WHEREAS, the Parties desire to ensure that the rights of DUSPA, if any, to collect and receive the CPV Payment as set forth in **Exhibit H**, are assigned to RTD to be applied to the 20<sup>th</sup> and Chestnut Project;

WHEREAS, the Parties desire to ensure that any remaining responsibilities of DUSPA in connection with the Bill of Sale and as set forth in **Exhibit I**, are assigned to RTD;

WHEREAS, the Parties desire to ensure that any remaining responsibilities of DUSPA for the continued engagement and the payment of fees and expenses for Professional Services as set forth in **Exhibit J**, including accounting and legal services, in connection with the dissolution of DUSPA, are assigned to RTD; and

WHEREAS, the Parties desire to ensure that the rights of DUSPA to collect and receive D&O Refunds from Marsh National Brokerage, as set forth in **Exhibit K**, are assigned to RTD.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment from DUSPA to RTD. DUSPA hereby assigns, conveys and transfers to RTD, as of the Effective Date, all of its obligations, rights and interests in and to:

(a) The Cash Fund and those obligations to be paid therefrom as set forth in **Exhibit A**;

(b) The Compliance Agreement and those responsibilities set forth in **Exhibit B**;

(c) The surviving provisions of the DOT Loans as set forth in **Exhibit C**;

(d) Obligations of DUSPA under the FEIS, including 20<sup>th</sup> and Chestnut Project performance responsibilities and funding to be paid from the Cash Fund as set forth in **Exhibit D**;

(e) Artist Agreement funding and corresponding Art Project installation as set forth in Article VI(1) of the Artist Agreement and **Exhibit E**;

(f) OCIP Reserves as set forth in **Exhibit F**;

(g) Collection, receipt and distribution of CRP Collection Project monies as set forth in **Exhibit G**;

(h) Collection, receipt and distribution of CPV Payment monies as set forth in **Exhibit H**;

(i) Implementation of those obligations and rights of DUSPA under the Bill of Sale as set forth in **Exhibit I**;

(j) The Professional Services and those responsibilities set forth in **Exhibit J**; and

(k) D&O Refunds as set forth in **Exhibit K**.

2. RTD Acceptance. RTD hereby accepts such assignments and assumes any of DUSPA's remaining duties and obligations under the Compliance Agreement, the DOT Loans,

the FEIS as related to the 20<sup>th</sup> and Chestnut Project, the Art Project, receipt of any OCIP Reserves, receipt of any CRP Collection Project proceeds, CPV Payment proceeds, obligations under the Bill of Sale, and obligations related to Professional Services, all as enumerated in Exhibits A, B, C, D, E, F, G, H, I, J and K (“Exhibits A-K”) and agrees to continue to perform and discharge, as and when due, all of its obligations related to Exhibits A-K, accruing on and after the Effective Date.

3. City Acceptance and Consent. The City hereby accepts and consents to DUSPA’s assignments to RTD, and assigns to RTD the City’s rights, if any, to the payments and funds set forth above. The City agrees to continue to perform and discharge, as and when due, all of its obligations related to Exhibits D, G and H, accruing on and after the Effective Date.

4. RTD and City Consultation on 20<sup>th</sup> and Chestnut Project, and Management of Cash Fund. RTD and the City shall cooperate in completing the 20<sup>th</sup> and Chestnut Project as required to satisfy the FEIS, and in otherwise managing the Cash Fund, and shall enter into an agreement to coordinate their efforts (the “DUSPA Dissolution Project Coordination and Cash Fund Management Agreement”) with respect thereto upon the Effective Date.

5. Completeness and Modification. This Assignment constitutes the entire agreement between the Parties as to the subject matter of this Assignment and supersedes all prior discussions, understandings or agreements between the Parties.

6. Governing Law. This Assignment shall be governed by the internal laws of the State of Colorado, without giving effect to any conflict of law rule or principle that might require the application of the laws of another jurisdiction.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Further Assurances. The Parties shall execute and deliver, at the reasonable request of any other Party to this Assignment, such additional documents, instruments, conveyances and assurances, and take such further actions as such other Party may reasonably request, to carry out the provisions of this Assignment and give effect to the transactions contemplated by this Assignment.

9. Certain Defined Terms. Capitalized terms used and not defined in this Assignment or in Section 10 hereof shall have the respective meanings as set forth in the Compliance Agreement and the DOT Loans.

10. Definitions.

(a) “20<sup>th</sup> and Chestnut Project” means an environmental mitigation commitment at the intersection of 20<sup>th</sup> Street and Chestnut Place as required by the

Denver Union Station FEIS, Section 4(f) Evaluation as more fully described in **Exhibit D**.

(b) **“Artist Agreement”** means the agreement among RTD, DUSPA and Jim Sanborn, the Artist, for the payment of \$180,000 (\$131,000 of which has been paid, for a total remaining balance of \$49,000), and an additional \$45,000 as authorized by the DUSPA Board of Directors for incidentals related to installation of the Art Project, to the Artist for the design and installation of a second art project at the DUS Project.

(c) **“Auditing Services”** means those services provided by RubinBrown to DUSPA pursuant to an agreement between DUSPA and RubinBrown for the continuous provision of external auditing services.

(d) **“Bill of Sale”** means that unilateral assignment and bill of sale from DUSPA to RTD dated March 27, 2014.

(e) **“Cash Fund”** means that fund, including all remaining liquid assets from DUSPA’s current operating account (Vectra Bank, Account Number 4253901260), held by RTD for purposes of securing the payment of various dissolution costs and expenses and costs and expenses related to the wind up of DUSPA’s affairs.

(f) **“City”** means the City and County of Denver, Colorado.

(g) **“Compliance Agreement”** means that certain Federal Transit Administration Compliance Agreement entered into by and among DUSPA, RTD and the United States Department of Transportation, acting by and through the Federal Transit Administration, dated July 23, 2010, which required, as a condition to receive the DOT Loans to complete the DUS Project, DUSPA’s and RTD’s compliance with certain Federal rules and regulations contained therein.

(h) **“Coordination Agreement”** means the DUSPA Dissolution Project Coordination and Cash Fund Management Agreement by and between RTD and the City.

(i) **“CPV Agreement”** means the Infrastructure/Open Space Agreement dated September 22, 1998 (the “Open Space Agreement”), including: the first amendment (the “First Amendment”), the second amendment (the “Second Amendment”), and the third amendment (the “Third Amendment”) thereto; and also including the DUSPA-CPVMD Agreement regarding Construction of Improvements between DUSPA and the Central Platte Valley Metropolitan District dated March 18, 2010 and the First Amendment thereto dated October 8, 2010; and any supplements, amendments, lien waivers, or releases related thereto including the general release providing for the payment of \$125,000 from the Central Platte Valley Metropolitan District to DUSPA.

(j) **“CPV Payment”** means the payment forthcoming from the Central Platte Valley Metropolitan District in accordance with the CPV Agreement.

(k) “**CRP Collection Project**” means the rights to collect and receive funds associated with the payment by DUSPA and RTD of the Credit Risk Premium payment(s) from the Railroad Rehabilitation and Improvement Financing or the United States Build America Bureau existing by virtue of the United States Department of Transportation.

(l) “**D&O Refunds**” means the directors and officers refunds and payments from Marsh National Brokerage.

(m) “**DOT Loans**” means the TIFIA Loan and RRIF Loan (collectively), both dated July 23, 2010, with DUSPA, RTD and (in the case of the TIFIA Loan), the Federal Highway Administration, and with DUSPA, RTD and (in the case of the RRIF Loan), the Railroad Rehabilitation and Improvement Financing (“RRIF”).

(n) “**DUS Project**” means the redevelopment, financing and construction of the Denver Union Station redevelopment project.

(o) “**DUSPA**” means the Denver Union Station Project Authority, a Colorado non-profit corporation and corporate instrumentality of the City.

(p) “**FEIS**” means the Final Environmental Impact Statement and Final Section 4(f) Evaluation dated August, 2008, for the DUS Project, as more fully described in **Exhibit D**.

(q) “**Financial Services**” means those services provided by RTD to DUSPA pursuant to the Funding Agreement whereby RTD has continuously provided financial management, federal compliance and accounting services to DUSPA.

(r) “**Funding Agreement**” means the DUSPA/RTD Initial Funding, Reimbursement and Project Coordination Agreement, dated April 30, 2009 as amended, supplemented or otherwise modified by the First Amendment, dated June 8, 2010; the Second Amendment, dated July 16, 2010; the Third Amendment, dated December 21, 2010; the Fourth Amendment, dated November 10, 2011; and the Fifth Amendment, dated January 5, 2015.

(s) “**Legal Services**” means those services provided by Butler Snow LLP to DUSPA whereby Butler Snow LLP has continuously provided legal services to DUSPA.

(t) “**OCIP Reserves**” means the Owner Controlled Insurance Program payments from Ace American Insurance Company.

(u) “**Omnibus Assignment**” or “**Assignment**” means the DUSPA Omnibus Assignment and Assumption Agreement dated \_\_\_\_\_, among DUSPA, RTD and the City.

(v) “**Professional Services**” means those Auditing Services, Financial Services, Legal Services, and any other necessary professional services, including

services related to the CRP Collection Project, as required for the dissolution and wind up of DUSPA, taken together collectively.

(w) **“RRIF”** means the Railroad Rehabilitation and Improvement Financing Program.

(x) **“RRIF Loan”** means the RRIF loan, made pursuant to the RRIF Loan Agreement, dated July 23, 2010, among DUSPA, RTD and the Federal Railroad Administration.

(y) **“RTD”** means the Regional Transportation District.

(z) **“TIFIA”** means the Transportation Infrastructure Finance and Innovation Act (“TIFIA”).

(aa) **“TIFIA Loan”** means the TIFIA loan, made pursuant to the TIFIA Loan Agreement, dated July 23, 2010, among DUSPA, RTD and the Federal Highway Administration.

11. **Notices.** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To DUSPA: Elbra Wedgeworth  
c/o Regional Transportation District  
1560 Broadway, Suite 510  
Denver, CO 80202

With copies to: Dawn Bookhardt  
Butler Snow LLP  
1801 California Street, Suite 5100  
Denver, CO 80202

**To the City:**

**City & County of Denver  
Mayor Office  
1437 Bannock Street, Room 350  
Denver, Colorado 80202**

**With copies to:**

**City and County of Denver  
City Attorney Office  
201 West Colfax Avenue, Department 1207  
Denver, Colorado 80202  
Attention: Jennifer Welborn  
Email: [jennifer.welborn@denvergov.org](mailto:jennifer.welborn@denvergov.org)**

**City and County of Denver  
Manager of Finance  
201 West Colfax Avenue, Department 1010  
Denver, Colorado 80202**

**To RTD:**

**Regional Transportation District  
Heather McKillop  
1660 Blake Street  
Denver, Colorado 80202  
Attention: Chief Financial Officer  
Email: [heather.mckillop@rtd-denver.com](mailto:heather.mckillop@rtd-denver.com)**



**With copies to:**

**Heather Deckard**

**1560 Broadway**


**Suite 510**

**Denver, Colorado 80202**

**Email: [heather.deckard@rtd-denver.com](mailto:heather.deckard@rtd-denver.com)**

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

**DENVER UNION STATION PROJECT  
AUTHORITY**

By:   
Name: Elbra Wedgeworth  
Title: President  
Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
Name: David A. Genova  
Title: General Manager and CEO  
Date: \_\_\_\_\_

**Approved as to Legal Form for RTD**

By: \_\_\_\_\_

**CITY AND COUNTY OF DENVER,  
COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Legal Form for the City**

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

**DENVER UNION STATION PROJECT  
AUTHORITY**

By: \_\_\_\_\_  
Name: Elbra Wedgeworth  
Title: President  
Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION DISTRICT**

By: Bruce Abel  
Name: Bruce Abel  
Title: acting General Mgr  
Date: 9/6/17

**Approved as to Legal Form for RTD**

By: [Signature]  
Rolf G. Asplund  
9/6/2017

**CITY AND COUNTY OF DENVER,  
COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Legal Form for the City**

By: \_\_\_\_\_

**EXHIBIT A**  
**(DUSPA OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT)**

## EXHIBIT A

**Cash Fund – Account Balance to be used for wind up purposes.** DUSPA has reserved \$\_\_\_\_\_ from its cash balance identified in Vectra Bank Account Number 4253901260 to be escrowed for application to wind up efforts of DUSPA and the DUS Project. Cash may be invested in a separate sub-account with the Colorado Surplus Asset Fund Trust (“CSAFT”), a Colorado local government investment pool, until needed for the payment of any outstanding debts, claims, liabilities, commitments (or contingent commitments) and other obligations that arise as a result of DUSPA’s wind up and dissolution activities.

**EXHIBIT B**

Exhibit B illustrates those remaining obligations under the Compliance Agreement that survived termination of the DOT Loans. KEY: C=Completed; X=Ongoing; and Section 16 Terminated upon cancellation of the DOT Loans.

COMPLIANCE AGREEMENT		DOT Loans Post-Repayment Obligations	
Section No.	Agreement Section (Subsection)	DUSPA	RTD
<b>Section 1.</b>	<b>Definitions</b>		
<b>Section 2.</b>	<b>Project Implementation</b>	C***	C
	a. Recipient's Capacity		
	b. Timeliness		
	c. U.S. DOT Administrative Requirements		
	d. Application of Federal, State and Local Laws and Regulations		
	e. Recipient's Primary Responsibility to Comply with Federal Requirements		X
	f. Recipient's Responsibility to Extend Federal Requirements to Other Entities		X
	g. No Federal Government Obligations to Third Parties		
	h. Changes in Project Performance (incl. Disputes, Breaches, Defaults or Litigation)	C	X
<b>Section 3.</b>	<b>Ethics</b>		
	a. Code of Ethics/Standards of Conduct		
	b. Debarment and Suspension		
	c. Bonus or Commission		
	d. Lobbying Restrictions		
	e. Employee Political Activity		
	f. False or Fraudulent Statements or Claims		
	g. Trafficking in Persons		
<b>Section 4.</b>	<b>Approved Project Budget</b>	C	C
<b>Section 5.</b>	<b>Accounting Records</b>		
	a. Project Accounts		

<b>COMPLIANCE AGREEMENT</b>		<b>DOT Loans Post-Repayment Obligations</b>	
<b>Section No.</b>	<b>Agreement Section (Subsection)</b>	<b>DUSPA</b>	<b>RTD</b>
	b. Funds Received or Made Available for the Project		
	c. Documentation of Project Costs and Program Incomes		
	d. Checks, Orders and Vouchers		
<b>Section 6.</b>	<b>Reporting, Record Retention and Access<sup>1</sup></b>	<b>C</b>	<b>X</b>
	a. Types of Reports		
	b. Format Requirements for Reports		
	c. Record Retention		
	d. Access to Records of Recipients and Sub-recipients		
	e. Loan Repayment/Termination		
<b>Section 7.</b>	<b>Payments</b>	<b>C</b>	<b>C</b>
	a. Recipient's Request for Payment		
	b. Payment by FTA		
	c. Costs Reimbursed		
	d. Bond Interest and Other Financing Costs		
	e. Excluded Costs		
	f. Program Income		
	g. Federal Claims, Excess Payments and Disallowed Costs, including interest		
	h. De-obligation of Federal Assistance		
<b>Section 8.</b>	<b>Project Completion, Audit, Settlement and Close-out</b>	<b>C</b>	<b>C</b>
	a. Audit of Recipients		
	b. Funds Due the Federal Government		

<sup>1</sup> Although DUSPA remains ultimately responsible to FTA for compliance with federal laws and regulations, this activity has been delegated to RTD via agreement.

<b>COMPLIANCE AGREEMENT</b>		<b>DOT Loans Post-Repayment Obligations</b>	
<b>Section No.</b>	<b>Agreement Section (Subsection)</b>	<b>DUSPA</b>	<b>RTD</b>
<b>Section 9.</b>	<b>Civil Rights</b>	<b>C</b>	<b>X</b>
	a. Nondiscrimination in Federal Transit Programs		
	b. Nondiscrimination – Title VI of the Civil Rights Act		
	c. Equal Employment Opportunity		
	d. Disadvantaged Business Enterprise		
	e. Nondiscrimination on the Basis of Sex		
	f. Nondiscrimination on the Basis of Age		
	g. Access Requirements for Persons With Disabilities		
	h. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections		
	i. Access to Services for Persons with Limited English Proficiency		
	j. Environmental Justice		
	k. Other Nondiscrimination Statutes		
<b>Section 10.</b>	<b>Planning and Private Enterprise</b>	<b>C</b>	<b>X</b>
	a. FTA Requirements		
	b. Governmental and Private Nonprofit Providers of Nonemergency Transportation		
	c. Infrastructure Investment		
<b>Section 11.</b>	<b>Preference for United States Products and Services</b>	<b>C</b>	<b>C</b>
	a. Buy America		
	b. Cargo Preference – Use of United States-Flag Vessels		
	c. Fly America		
<b>Section 12.</b>	<b>Procurement</b>	<b>C</b>	<b>C</b>
	a. Federal Standards		
	b. Full and Open Competition		
	c. Exclusionary of Discriminator Specifications		
	d. Geographic Restricts		



COMPLIANCE AGREEMENT		DOT Loans Post-Repayment Obligations	
Section No.	Agreement Section (Subsection)	DUSPA	RTD
	e. In-State Bus Dealer Restrictions		
	f. Neutrality on Labor Relations		
	g. Federal Supply Schedules		
	h. Force Account		
	i. FTA Technical Review		
	j. Project Approval/Third Party Contract Approval		
	k. Preference for Recycled Products		
	l. Clean Air and Clean Water		
	m. National Intelligent Transportation Systems Architecture and Standards		
	n. Rolling Stock		
	o. Bonding		
	p. Architectural, Engineering or Related Services		
	q. Design-Build Projects		
	r. Award to Other than the Lowest Bid		
	s. Award to Responsible Contractor		
	t. Access to Third Party Contract Records		
	u. Electronic and Information Technology		
<b>Section 13.</b>	<b>Leases (Not Applicable)</b>		
	a. Capital Leases		
	b. Leases Involving Certificates of Participation		
<b>Section 14.</b>	<b>Patent Rights</b>	<b>C</b>	<b>C</b>
	a. General		
	b. Federal Rights		
<b>Section 15.</b>	<b>Rights in Data and Copyrights</b>		
	a. Definition		
	b. Federal Restrictions		

COMPLIANCE AGREEMENT		DOT Loans Post-Repayment Obligations	
Section No.	Agreement Section (Subsection)	DUSPA	RTD
	c. Federal Rights in Data and Copyrights		
	d. Hold Harmless		
	e. Restrictions on Access to Patent Rights		
	f. Data Developed Without Federal Funding or Support		
	g. Statutory Requirements to Release Dates		
<b>Section 16.</b>	<b>Use of Real Property, Equipment and Supplies</b>	+	+
	a. Use of Property		
	b. General		
	c. Maintenance		
	d. Records		
	e. Incidental Use		
	f. Encumbrances of Project Property		
	g. Transfer of Project Property		
	h. Disposition of Project Property		
	i. Transportation – Hazardous Materials		
	j. Misused or Damages Property		
	k. Obligations After Project Close-Out		
<b>Section 17.</b>	<b>Insurance</b>	C	X
	a. Relocation Protections		
	b. Nondiscrimination in Housing		
<b>Section 18.</b>	<b>Relocations</b>		X
	a. Relocation Protections		
	b. Nondiscrimination in Housing		
	c. Prohibition Against Use of Lead-Based Paint		
<b>Section 19.</b>	<b>Real Property</b>		X
	a. Land Acquisition		
	b. Covenant Assuring Nondiscrimination		

Terminates

COMPLIANCE AGREEMENT		DOT Loans Post-Repayment Obligations	
Section No.	Agreement Section (Subsection)	DUSPA	RTD
	c. Recording Title of Real Property		
	d. FTA Approval of Changes in Real Property Ownership		
<b>Section 20.</b>	<b>Construction</b>	C	C
	a. Drafting, Review and Approval of Construction Plans and Specifications		
	b. Supervision of Construction		
	c. Construction Reports		
	d. Project Management for Major Capital Projects		
	e. Seismic Safety		
<b>Section 21.</b>	<b>Employee Protections</b>		
	a. Construction Activities		X
	1. Davis-Bacon Act, as amended		
	2. Contract Work Hours Safety Standards Act, as amended		
	3. Copeland "Anti-Kickback" Act, as amended		
	b. Activities Not Involving Construction		
	c. Activities Involving Commerce		
	d. Public Transportation Employee Protective Arrangements		
<b>Section 22.</b>	<b>Environmental Requirements</b>		X
	a. National Environmental Policy		
	b. Air Quality		
	c. Clean Water		
	d. Use of Public Lands		
	e. Wild and Scenic Rivers		
	f. Coastal Zone Management		
	g. Wetlands		
	h. Floodplains		

<b>COMPLIANCE AGREEMENT</b>		<b>DOT Loans Post-Repayment Obligations</b>	
<b>Section No.</b>	<b>Agreement Section (Subsection)</b>	<b>DUSPA</b>	<b>RTD</b>
	i. Endangered Species and Fisheries Conservation		
	j. Historic Preservation		
	k. Indian Sacred Sites		
<b>Section 23.</b>	<b>Energy Conservation</b>		X
<b>Section 24.</b>	<b>State Management and Monitoring Systems</b>		X
<b>Section 25.</b>	<b>Charter Service Operations</b>		X
<b>Section 26.</b>	<b>School Transportation Operations</b>		X
<b>Section 27.</b>	<b>Metric System</b>		X
<b>Section 28.</b>	<b>Substance Abuse</b>		X
	a. Drug-Free Workplace		
	b. Alcohol Misuse and Prohibited Drug Use		
<b>Section 29.</b>	<b>Geographical Information and Related Spatial Data</b>		X
<b>Section 30.</b>	<b>Motor Carrier Safety</b>		X
	a. Financial Responsibility		
	b. Driver Qualifications		
	c. Substance Abuse Rules for Motor Carriers		
<b>Section 31.</b>	<b>State Safety Oversight of Rail Fixed Guideway Public Systems</b>		X
<b>Section 32.</b>	<b>Federal "\$1 Coin" Requirements</b>		X
<b>Section 33.</b>	<b>Seat Belt Use</b>		X
<b>Section 34.</b>	<b>Protection of Sensitive Security Information</b>		X
<b>Section 35.</b>	<b>Fares and Services</b>		X
<b>Section 36.</b>	<b>Half-Fare Requirements</b>		X
<b>Section 37.</b>	<b>Special Provisions for TIFIA Financial Assistance Agreement</b>		
<b>Section 38.</b>	<b>Severability</b>		X

\*\*\*C = Completed



## EXHIBIT C

### Agreement

### Surviving Provisions

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#### TIFIA Loan

- Section 17(a)

Indemnification

- Section 28

Fees and Expenses

#### RRIF Loan

- Section 9.9(b)

Indemnification

## EXHIBIT D

**Final Environmental Impact Statement dated August, 2008 – 20<sup>th</sup> Street and Chestnut Place environmental mitigation commitment, the scope of which is as follows:**

**20<sup>th</sup> Street and Chestnut Place:** Add a right turn lane from eastbound 20<sup>th</sup> Street to southbound Chestnut Place. This right turn lane requires a shift in the sidewalk but it will not be reduced to less than 10 feet since that sidewalk is designated bike route D-4. This turn lane addition also requires a new signal pole at the southwest corner of the intersection, and reset/replacement of pedestrian lighting. Modify striping on northbound Chestnut Place to allow a double left and a through-right. The placement of the northbound thru/right lane will require a forty foot no parking zone immediately north of the intersection to allow lane shift through the intersection. Modify signal timing on 20<sup>th</sup> Street to provide protective/permissive left turn operations. Adding protective/permissive left turns will require replacement of the signal pole in the northwest corner of the intersection.

To fully fund this commitment, a portion of DUSPA's remaining Cash Fund shall be applied to environmental mitigation efforts at the DUS Project, including any funds received from efforts related to Exhibit H.

## EXHIBIT E

**Art Project – Artist Agreement and Art Project.** DUSPA has appropriated a total of \$225,000, as set forth in the **Artist Agreement**, from its Cash Fund to apply to payment to the Artist pursuant to the Artist Agreement, and RTD shall supervise the installation of the Art Project at the DUS Project pursuant to the Artist Agreement. DUSPA shall assign the Artist Agreement to RTD, including all permits, rights of entry, access agreements and licenses for purposes of installing the Art Project. As of August 29, 2017, DUSPA has issued a Notice to Proceed to the Artist and has paid the amounts set forth in the Artist Agreement.



## **EXHIBIT F**

**Acceptance of OCIP Reserves and Liabilities – DUSPA assigns, and RTD agrees to assume and accept assignment of, DUSPA's Owner Controlled Insurance Program Loss Reserve Payments (OCIP Reserves) and any liabilities associated with such OCIP Reserves over time as such payments or liabilities are delivered or reported.**

## **EXHIBIT G**

**Collection and Receipt of RTD's and DUSPA's Credit Risk Premium – DUSPA assigns, and RTD agrees to assume and accept assignment of, DUSPA's CRP collection efforts and any monies received as a result of those collection efforts.**

## **EXHIBIT H**

**Collection and receipt of CPV Payment – DUSPA assigns, and RTD agrees to assume and accept assignment of, DUSPA's collection efforts and any monies received from the CPV Payment in the amount of \$125,000, and as more fully set forth in the CPV Agreement.**

## EXHIBIT K

**Acceptance of D&O Refunds and Liabilities** – DUSPA assigns, and RTD agrees to assume and accept assignment of, DUSPA's D&O Refunds and any liabilities associated with such D&O Refunds over time as such payments or liabilities are delivered or reported.

**DUSPA DISSOLUTION PROJECT  
COORDINATION AND CASH FUND MANAGEMENT AGREEMENT**

This AGREEMENT dated as of [\_\_\_\_], 2017 (together with any amendments or supplements, this “Agreement”), by and between the REGIONAL TRANSPORTATION DISTRICT, a body corporate and a political subdivision of the State of Colorado (“RTD”), and the CITY AND COUNTY OF DENVER, COLORADO (the “City”), a home-rule city and a municipal corporation of the State of Colorado (RTD and the City are collectively referred to herein as the “Parties”). All capitalized terms used herein shall have the meanings assigned to them in the Omnibus Assignment.

**RECITALS**

WHEREAS, DUSPA was responsible for the financing and construction of the DUS Project and entered into the TIFIA Loan with the Federal Highway Administration and the RRIF Loan with the Federal Railroad Administration (collectively the “DOT Loans”);

WHEREAS, as part of their obligations related to the DOT Loans, DUSPA, RTD, and the United States Department of Transportation entered into the Compliance Agreement, which required DUSPA and RTD’s compliance with federal rules and regulations contained therein;

WHEREAS, the Parties entered into the Funding Agreement, which established coordination parameters for the DUS Project and funding processes;

WHEREAS, the City has entered into the TIF Loan to partially satisfy DUSPA’s debt obligations under the DOT Loans;

WHEREAS, RTD has issued bonds in an amount which, together with the TIF Loan, fully satisfied DUSPA’s debt obligations under the DOT Loans;

WHEREAS, DUSPA’s responsibilities regarding the construction and financing of the DUS Project have been accomplished and/or funded, and DUSPA is now in the process of winding up its affairs and dissolving;

WHEREAS, because DUSPA’s debt obligations have been fully satisfied, the DOT Loans and the Funding Agreement have been terminated (with the exception of a limited number of surviving obligations) and/or cancelled allowing DUSPA to wind up its affairs and dissolve as an entity;

WHEREAS, in connection with its endeavors to wind up its affairs and dissolve, DUSPA has set aside a cash fund to secure the payment of various costs and expenses (the “Cash Fund”);

WHEREAS, in connection with DUSPA’s endeavors to wind up its affairs and dissolve, the parties desire to memorialize the collection and distribution of monies from DUSPA’s OCIP Reserves;

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WHEREAS, the parties desire to memorialize the collection and distribution of monies from any monies recaptured from the CRP Collection Project;

WHEREAS, the 20<sup>th</sup> and Chestnut Project is required by the FEIS;

WHEREAS, the Central Platte Valley Metropolitan District is subject to the payment of \$125,000 to DUSPA pursuant to the CPV Agreement (the "CPV Payment");

WHEREAS, DUSPA, RTD, and the City have entered into the Omnibus Assignment, attached hereto as Exhibit A, to ensure that the assignment, assumption and delegation of certain obligations and responsibilities (including payment responsibilities), as set forth therein, survive the dissolution of DUSPA.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the winding up and conclusion of the affairs of DUSPA through (i) the collection of any receivables and (ii) the payment and activities necessary to conclude or satisfy any outstanding debts, claims, liabilities, commitments (including contingent commitments) and other obligations as prescribed in the Omnibus Assignment, attached hereto as **Exhibit A**, and incorporated herein by reference.

2. Establishment of the Cash Fund. Pursuant to the Omnibus Assignment, DUSPA shall transfer and assign to RTD all monies being held within the DUSPA Operating Account, Vectra Account Number 4253901260, into the Cash Fund, and RTD, upon such transfer, shall establish the Cash Fund in an operating account at Wells Fargo, a federally insured bank mutually acceptable to the Parties (the "**Bank**"). Subject to the provisions of this Agreement and the Omnibus Assignment, the Cash Fund shall be managed and operated by or under the direction of RTD. RTD shall serve as the Cash Fund account holder and shall also be primarily responsible for the collection and deposit into the Cash Fund of any receivables owed to DUSPA after its dissolution, including the collection, receipt, and deposit of D&O Refunds and monies reimbursed from the OCIP Reserves, any monies repaid from the CRP Collection Project, and monies received from the CPV Payment.

a. Cash Fund Use. The Cash Fund shall be used to support and finance those projects and activities as set forth in Exhibits A, B, C, D, E, F, G, H, I, J and K of the Omnibus Assignment (collectively, the "**DUSPA Projects**") in the following order of priority: (1) Exhibit A; (2) Exhibit D; (3) Exhibit E; (4) Exhibit H; (5) Exhibit J; (6) Exhibits B and C; and (7) Exhibits F, G, I and K. Monies held in the Cash Fund may be invested by RTD in any obligations that are at the time legal for investment of funds of RTD under applicable State law, until required for the payment of any of the DUSPA Projects.

b. Maintenance of Cash Fund.

i. Cash Fund Contingency. The Cash Fund shall include a contingency in the amount of ten percent (10%) of the original amount deposited

in the Cash Fund (“Cash Fund Contingency”). To allocate a portion of the Cash Fund Contingency for any purpose, RTD shall obtain written consent, including consent obtained via electronic transmittal, from the City’s Chief Financial Officer. Any portion of the Cash Fund Contingency remaining unallocated after all obligations specified in the Omnibus Assignment have been satisfied shall be divided equally between the City and RTD, as set forth in Section 9 herein.

ii. For withdrawals applicable to all DUSPA Projects the approval of RTD’s Chief Financial Officer or his/her designee shall be sufficient to effectuate the transaction.

iii. RTD shall be responsible for ensuring the Bank is provided a current and regularly updated list of persons authorized to conduct transactions on behalf of the Cash Fund.

iv. RTD, as the primary custodian of the Cash Fund, shall ensure compliance with any instructions in regard to use, distributions, and disbursements from the Cash Fund as set forth in this Agreement and the Omnibus Assignment.

v. On a monthly basis, RTD shall furnish to Andrew Johnston, Manager of Financial Development for the City, via email at [andrew.johnston@denvergov.org](mailto:andrew.johnston@denvergov.org), or to his designee, the most recent account statement issued by the Bank with respect to the Cash Fund and the cash balances held therein. Each such statement shall accurately reflect the assets held in the Cash Fund.

vi. Any amounts remaining in the Cash Fund (including amounts reserved in the Cash Fund Contingency) following payment in full of all of the DUSPA Projects (contingent or otherwise), shall be divided equally between RTD and the City as set forth in Section 9 herein.

vii. The Cash Fund shall be terminated and closed when all monies in the Cash Fund have been expended or earlier upon mutual agreement of the Parties.

3. DUSPA Cash Fund Uses and RTD/City Performance Obligations. The DUSPA Cash Fund shall be used exclusively to satisfy those obligations as set forth in the Omnibus Assignment, including payment and performance obligations, without limitation.

a. 20<sup>th</sup> and Chestnut Project. The amount of \$1,100,000 shall be applied to the 20<sup>th</sup> and Chestnut Project as required by the FEIS and related to the environmental mitigation commitment set forth therein. If such amount is inadequate, the 20<sup>th</sup> and Chestnut Project shall receive priority as set forth in Section 2(a) above. The amount shall include performance obligations as follows:

1. RTD shall coordinate its efforts with the City with respect to the 20<sup>th</sup> and Chestnut Project and shall: (A) implement a quality

management plan in conformance with all FEIS requirements; (B) consult with the City in connection with the design and construction of the 20<sup>th</sup> and Chestnut Projects required to satisfy the FEIS and the CPV Agreement; (C) control any requisition requirements, draw scheduling and payments, and disbursements from the DUSPA Cash Fund for application to the 20<sup>th</sup> and Chestnut Project and any related commitments thereto; (D) manage requisitions and payments as submitted to RTD and the approval of its Chief Financial Officer or his/her designee for RTD; and (E) meet and consult with the City with regard to completion of the 20<sup>th</sup> and Chestnut Project and any other remaining disbursements from the Cash Fund.

2. RTD shall be responsible for permitting, inspection, and oversight expenses for the 20<sup>th</sup> and Chestnut Project. The City agrees to assist in these processes to the extent such processes are part of the City's authority.

b. Artist Agreement funding and corresponding Art Project installation. Article VI(1) of the Artist Agreement and **Exhibit E** to the Omnibus Assignment specify the terms of the implementation of the Artist Agreement and DUSPA has appropriated a total of \$225,000 from its Operating Account to apply to payment of the Artist pursuant to the Artist Agreement. RTD shall supervise the installation of the Art Project at the DUS Project pursuant to the Artist Agreement. DUSPA has, pursuant to the Omnibus Assignment, assigned the Artist Agreement to RTD, including all permits, rights of entry, access agreements and licenses for purposes of installing the Art Project. As of August 29, 2017, DUSPA has issued a Notice to Proceed to the Artist and has paid the amounts set forth in the **Exhibit E** to the Omnibus Assignment, leaving a balance of \$94,000 to be transferred from the Operating Account to the Cash Fund to be applied toward the remainder of the Art Project design and installation.

c. OCIP Reserves and D&O Refunds. RTD and the City shall work cooperatively and diligently to recover any OCIP Reserves and D&O Refunds that may be subject to collection and receipt.

d. CRP Collection Project. RTD and the City shall work cooperatively and diligently to recover any CRP Collection Project monies that may be subject to collection and receipt.

e. CPV Payment. RTD and the City shall work cooperatively and diligently to recover any CPV Payment amounts that may be subject to collection and receipt. Any CPV Payment monies received as a result of RTD's and the City's efforts shall be deposited into the Cash Fund and applied to the 20<sup>th</sup> and Chestnut Project.

f. Assignment and Bill of Sale. RTD shall assume DUSPA's performance responsibilities at DUS as set forth in the Bill of Sale, including the administration of warranty issues and the pursuit of all remedies related to the design-build contract with Kiewit Western Co., dated May 1, 2009, with all subsequent amendments thereto. RTD



shall use any available funds from the Cash Fund to satisfy performance responsibilities under the Bill of Sale.

g. Professional Services. RTD shall assume DUSPA's obligations regarding payment and management of Professional Services (as such term is defined in the Omnibus Assignment).

4. RTD Responsibilities. Subject to the provisions of this Agreement and the Omnibus Assignment, the Cash Fund shall be managed and operated by or under the direction of RTD. RTD shall also be primarily responsible for the collection of any receivables owed to DUSPA after its dissolution, including the collection and receipt of monies reimbursed from the OCIP Reserves, the collection and receipt of any monies repaid from the CRP Collection Project, and the collection and receipt of any monies received from the CPV Payment.

5. Invoices. With the exception of the 20<sup>th</sup> and Chestnut Project, RTD shall have the sole responsibility for processing any purchase orders or invoices for payments from the Cash Fund.

6. Distribution of D&O Refunds and OCIP Reserves. Any and all monies received by RTD from the OCIP Reserves shall be distributed equally between the City and RTD. The City and RTD hereby agree that fifty percent (50%) of any OCIP Reserves received by RTD shall be disbursed to the City and fifty percent (50%) of the OCIP Reserves received by RTD shall be disbursed to RTD.

7. Distribution of CRP Collection Project Monies. RTD shall have primary responsibility for, and shall be authorized to manage the collection of, the CRP Collection Project. Any and all monies received by RTD from the CRP Collection Project Monies shall be divided equally between the City and RTD. The City and RTD hereby agree that fifty percent (50%) of any CRP Collection Project Monies received by RTD shall be disbursed to the City and fifty percent (50%) of the CRP Collection Project Monies received by RTD shall be disbursed to RTD.

8. Distribution of CPV Payment. RTD shall have primary responsibility for, and shall be authorized to manage collection of, the CPV Payment. Any and all monies received by RTD from the CPV Payment shall be deposited into the Cash Fund and applied as set forth in Section 3(e) herein.

9. Distribution of Remaining Amounts in the Cash Fund. Any remaining amounts in the Cash Fund following payment of all necessary expenses and costs related to DUSPA's wind up (including all expenses and costs set forth in the Omnibus Assignment) shall be divided equally between the City and RTD. The City and RTD hereby agree that fifty percent (50%) of any remaining amounts in the Cash Fund following payment of all necessary expenses and costs shall be disbursed to the City and fifty percent (50%) of such remaining amounts in the Cash Fund following payment of all necessary expenses and costs shall be disbursed to RTD.

10. Further Assurances. Each of the parties to this Agreement shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such

further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 12):

If to RTD: Regional Transportation District  
Heather McKillop  
1660 Blake Street  
Denver, Colorado 80202  
Attention: Chief Financial Officer  
Email: heather.mckillop@rtd-denver.com

With a copy to: Heather Deckard  
1560 Broadway  
Suite 510  
Denver, Colorado 80202  
Email: heather.deckard@rtd-denver.com

If to the City: City & County of Denver  
Office of the Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With a copy to: City and County of Denver  
City Attorney Office  
201 West Colfax Avenue, Department 1207  
Denver, Colorado 80202  
Attention: Jennifer Welborn  
Email: jennifer.welborn@denvergov.org

City and County of Denver  
Manager of Finance  
201 West Colfax Avenue, Department 1010  
Denver, Colorado 80202

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Entire Agreement. This Agreement, together with the Omnibus Assignment and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

15. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party to this Agreement.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. Definitions. Capitalized terms used herein shall have the following meanings.

a. *"20<sup>th</sup> and Chestnut Project"* means an environmental mitigation commitment at the intersection of 20<sup>th</sup> Street and Chestnut Place as required by the Denver Union Station FEIS, Section 4(f) Evaluation as more fully described in **Exhibit D** to the Omnibus Assignment.

b. *"Artist Agreement"* means the agreement among RTD, DUSPA and Jim Sanborn, the Artist, for the payment of \$180,000 (\$131,000 of which has been paid, for a total remaining balance of \$49,000), and an additional \$45,000 as authorized by the DUSPA Board of Directors for incidentals related to installation of the Art Project, to the Artist for the design and installation of a second art project at the DUS Project.

c. **“Auditing Services”** means those services provided by RubinBrown to DUSPA pursuant to an agreement between DUSPA and RubinBrown for the continuous provision of external auditing services.

d. **“Bill of Sale”** means that unilateral assignment and bill of sale from DUSPA to RTD dated March 27, 2014.

e. **“Cash Fund”** means that fund, including all remaining liquid assets from DUSPA’s current operating account (Vectra Bank, Account Number 4253901260), held by RTD for purposes of securing the payment of various dissolution costs and expenses and costs and expenses related to the wind up of DUSPA’s affairs.

f. **“City”** means the City and County of Denver, Colorado.

g. **“Compliance Agreement”** means that certain Federal Transit Administration Compliance Agreement entered into by and among DUSPA, RTD and the United States Department of Transportation, acting by and through the Federal Transit Administration, dated July 23, 2010, which required, as a condition to receive the DOT Loans to complete the DUS Project, DUSPA’s and RTD’s compliance with certain Federal rules and regulations contained therein.

h. **“Coordination Agreement”** means this DUSPA Dissolution Project Coordination and Cash Fund Management Agreement by and between RTD and the City.

i. **“CPV Agreement”** means the Infrastructure/Open Space Agreement dated September 22, 1998 (the “Open Space Agreement”), including: the first amendment (the “First Amendment”), the second amendment (the “Second Amendment”), and the third amendment (the “Third Amendment”) thereto; and also including the DUSPA-CPVMD Agreement regarding Construction of Improvements between DUSPA and the Central Platte Valley Metropolitan District dated March 18, 2010 and the First Amendment thereto dated October 8, 2010; and any supplements, amendments, lien waivers, or releases related thereto; and any supplements, amendments, lien waivers, or releases related thereto including the general release providing for the payment of \$125,000 from the Central Platte Valley Metropolitan District to DUSPA.

j. **“CPV Payment”** means the payment forthcoming from the Central Platte Valley Metropolitan District in accordance with the CPV Agreement.

k. **“CRP Collection Project”** means the rights to collect and receive funds associated with the payment by DUSPA and RTD of the Credit Risk Premium payment(s) from the Railroad Rehabilitation and Improvement Financing or the United States Build America Bureau existing by virtue of the United States Department of Transportation.

l. **“D&O Refunds”** means the directors and officers refunds and payments from Marsh National Brokerage.

m. **"DOT Loans"** means the TIFIA Loan and RRIF Loan (collectively), both dated July 23, 2010, with DUSPA, RTD and (in the case of the TIFIA Loan), the Federal Highway Administration, and with DUSPA, RTD and (in the case of the RRIF Loan), the Railroad Rehabilitation and Improvement Financing ("RRIF").

n. **"DUS Project"** means the redevelopment, financing and construction of the Denver Union Station redevelopment project.

o. **"DUSPA"** means the Denver Union Station Project Authority, a Colorado non-profit corporation and corporate instrumentality of the City.

p. **"FEIS"** means the Final Environmental Impact Statement and Final Section 4(f) Evaluation dated August, 2008, for the DUS Project, as more fully described in **Exhibit D** to the Omnibus Agreement.

q. **"Financial Services"** means those services provided by RTD to DUSPA pursuant to the Funding Agreement whereby RTD has continuously provided financial management, federal compliance and accounting services to DUSPA.

r. **"Funding Agreement"** means the DUSPA/RTD Initial Funding, Reimbursement and Project Coordination Agreement, dated April 30, 2009 as amended, supplemented or otherwise modified by the First Amendment, dated June 8, 2010; the Second Amendment, dated July 16, 2010; the Third Amendment, dated December 21, 2010; the Fourth Amendment, dated November 10, 2011; and the Fifth Amendment, dated January 5, 2015.

s. **"Legal Services"** means those services provided by Butler Snow LLP to DUSPA whereby Butler Snow LLP has continuously provided legal services to DUSPA.

t. **"OCIP Reserves"** means the Owner Controlled Insurance Program payments from Ace American Insurance Company.

u. **"Omnibus Assignment"** means the DUSPA Omnibus Assignment and Assumption Agreement dated \_\_\_\_\_, among DUSPA, RTD and the City.

v. **"Professional Services"** means those collective Auditing Services, Financial Services, Legal Services, and any other necessary professional services, including services related to the CRP Collection Project, as required for the dissolution and wind up of DUSPA.

w. **"RRIF"** means Railroad Rehabilitation and Improvement Financing Program.

x. **"RRIF Loan"** means the RRIF loan, made pursuant to the RRIF Loan Agreement, dated July 23, 2010, among DUSPA, RTD and the Federal Railroad Administration.

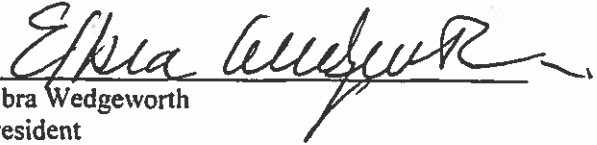
y. **"RTD"** means the Regional Transportation District.

z. ***“TIFIA”*** means the Transportation Infrastructure Finance and Innovation Act (***“TIFIA”***).

aa. ***“TIFIA Loan”*** means the TIFIA loan, made pursuant to the TIFIA Loan Agreement, dated July 23, 2010, among DUSPA, RTD and the Federal Highway Administration.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

**DENVER UNION STATION PROJECT  
AUTHORITY**

By:   
Name: Elbra Wedgeworth  
Title: President  
Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
Name: David A. Genova  
Title: General Manager and CEO  
Date: \_\_\_\_\_

**Approved as to Legal Form for RTD**

By: \_\_\_\_\_  
Rolf G. Asphaug, General Counsel  
Date: \_\_\_\_\_

**CITY AND COUNTY OF DENVER, COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Legal Form for the City**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

**DENVER UNION STATION PROJECT  
AUTHORITY**

By: \_\_\_\_\_  
Name: Elbra Wedgeworth  
Title: President  
Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION DISTRICT**

By: Bruce A. Abel  
Name: Bruce Abel  
Title: Acting General Mgr  
Date: 9/6/17

**Approved as to Legal Form for RTD**

By: [Signature]  
Rolf G. Asphaug, General Counsel  
Date: 9/6/2017

**CITY AND COUNTY OF DENVER, COLORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Legal Form for the City**

By: \_\_\_\_\_  
Date: \_\_\_\_\_