

**AMENDED AND RESTATED COOPERATION AGREEMENT FOR
DOWNTOWN DENVER URBAN REDEVELOPMENT AREA PROJECTS**

THIS DOWNTOWN DENVER URBAN REDEVELOPMENT AREA COOPERATION AGREEMENT (this "Cooperation Agreement"), dated as of the Effective Date, by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the "City"), a home-rule city and a municipal corporation of the State of Colorado, 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 "Charter"); 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, the City and DURA entered into a Tax Increment Cooperation Agreement dated as of February 1, 1989; approved a First Amendment to Tax Increment Cooperation Agreement dated as of April 1, 1990; thereafter approved a Second Amendment to Tax Increment Cooperation Agreement dated as of December 1, 1990, which rescinded the First Amendment to Tax Increment Cooperation Agreement; and subsequently approved the Third Amendment to Tax Increment Cooperation Agreement dated as of June 1, 1991 filed in City Clerk File No. 86-321-K (collectively, the "Tax Increment Cooperation Agreement") regarding supplemental sales taxes (the "Supplemental Sales Taxes") and repayment of same by DURA; and

WHEREAS, the Denver City Council approved the creation of the Downtown Denver Urban Renewal Area (the "Urban Renewal Area") pursuant to the Urban Renewal Plan for the Downtown Denver Urban Redevelopment Projects filed in City Clerk File No. 91-1097-F (the "Urban Renewal Plan"); and

WHEREAS, the Denver City Council approved the First Amendment to General Cooperation Agreement dated as of September 1, 1992, filed in City Clerk File No. 91-1097-D (the "General Cooperation Agreement"); and

WHEREAS, the terms of the General Cooperation Agreement ratified the obligation of DURA to repay the Supplemental Sales Taxes set forth in the Tax Increment Cooperation Agreement; and

WHEREAS, the Denver City Council approved the Mercantile Square Tax Increment Area Cooperation Agreement dated as of August 3, 1995, filed in City Clerk File No. 91-1097-R ("Mercantile Square Cooperation Agreement"); and

WHEREAS, the Denver City Council approved the Denver Pavilions Sales Tax Increment Area Supplemental Cooperation Agreement dated as of August 3, 1995, filed in City Clerk File No. 91-1097-U ("Denver Pavilions Cooperation Agreement"); and

WHEREAS, the Denver City Council approved the Adam's Mark Hotel Tax Increment Area Supplemental Cooperation Agreement dated as of December 5, 1995, filed in City Clerk File No. 1097-X (the "Adam's Mark Cooperation Agreement"); and

WHEREAS, pursuant to the Adam's Mark Cooperation Agreement, the City agreed to consider appropriating annually an amount equal to a portion of the Lodger's Tax Increment derived within the Adam's Mark Sales Tax Increment Area (as hereinafter defined); and

WHEREAS, DURA and the City desire to amend and restate the aforementioned cooperation agreements to clarify funding for additional Urban Redevelopment Projects to be done pursuant to the Urban Renewal Plan; 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 Renewal Plan, this Cooperation Agreement, the Act and other related agreements, as approved by the City; and

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

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, DURA 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.

"Adam's Mark Lodger's Tax Base Amount" means (i) for the first Fiscal Year of the Adam's Mark Cooperation Agreement, the actual collection of Lodger's Tax Revenues during the twelve-month period ending on the last day of the month prior to the creation of the Adam's Mark Sales Tax Increment Area; or (ii) for all other Fiscal Years, the Lodger's Tax Base Amount for the immediately preceding year, increased by four percent (4%). The Lodger's Tax Base Amount for Fiscal Year 2013 is Seven Hundred Thirty-Eight Thousand Two Hundred Twenty-Three Dollars (\$738,223).

"Adam's Mark Lodger's Tax Increment" means, for each Fiscal Year subsequent to the creation of the Adam's Mark Sales Tax Increment Area, all Adam's Mark Lodger's Tax Revenues in excess of the Adam's Mark Lodger's Tax Base Amount.

"Adam's Mark Lodger's Tax Revenues" means the amount to be derived by the City in each Fiscal Year from the levy of the Lodger's Tax within the Adam's Mark Sales Tax Increment Area.

"Adam's Mark Sales Tax Increment Area" means the area more particularly described in Exhibit B-1, attached hereto and incorporated herein.

"Allocable Portion" shall mean a fraction, the numerator of which is three and one-quarter percent (3.25%) and the denominator of which is the Lodger's Tax Rate. The Lodger's Tax Rate is currently ten and three-quarters percent (10.75%).

"Denver Dry Sales Tax Increment Area" means the area more particularly described in Exhibit B-2, attached hereto and incorporated herein.

"Denver Pavilions Sales Tax Increment Area" means the area more particularly described on Exhibit B-3 attached hereto and incorporated herein.

"DURA-Managed Projects" means redevelopment projects consisting of (i) a grocery store located at 20th Street and Chestnut Street; (ii) an additional level of parking to be included in the parking garage to be located near 16th Street and Wewatta in Block A of the Union Station project; (iii) renovation of the building at 1860 Lincoln Street for use by the Denver Public Schools; and (iv) repayment of PILOT payments in connection with the Adam's Mark hotel project; provided that the total amount of funds from Property Tax Increment, Sales Tax Increment and appropriated Adam's Mark Lodger's Tax Increment expended by DURA in connection with these redevelopment projects shall not exceed \$8,180,000 plus the amount necessary to make the repayment as set forth in (iv) herein.

"Effective Date" means November 1, 2013.

"Enhanced Training Opportunities Policy" shall have the meaning set forth in Section 3.3 of this Agreement.

"15 Block Property Tax Increment Area" means the area more particularly described on Exhibit A-1, attached hereto and incorporated herein.

"First Source Program" shall have the meaning set forth in Section 3.1 of this Agreement.

"Fiscal Year" means the fiscal year of the City, which commences on January 1 of each calendar year and ends on December 31 of the same calendar year, or any applicable portion of a fiscal year.

"Lodger's Tax" means the tax levied by the City from time to time on the privilege of purchasing lodging pursuant to Article IV of Chapter 53 of the City Code.

"Lodger's Tax Rate" shall be the rate of tax applied to the purchase price paid or charged for lodging under Article IV of Chapter 53 of the City Code.

"Mercantile Square Property Tax Increment Area" means the area more particularly described in Exhibit A-2, attached hereto and incorporated herein.

"Mercantile Square Sales Tax Increment Area" means the area more particularly described in Exhibit B-4, attached hereto and incorporated herein.

"Obligations" means notes, interim certificates or receipts, temporary bonds, indebtedness, contracts, certificates of indebtedness, debentures, advances or other obligations, including refunding obligations and obligations to accumulate and maintain appropriate coverage and reserve accounts, issued or incurred by DURA with respect to Urban Redevelopment Projects.

"Owner/Developer" means any owners of the real or personal property within the Urban Renewal Area or any person or entity, including the City, undertaking, any portion of an Urban Redevelopment Project.

"Prevailing Wage Policy" shall have the meaning set forth in Section 3.4 of this Agreement.

"Project Funding Agreement" means the Project Funding Agreement for Downtown Denver Improvements between the City and DURA dated as of November 1, 2013.

"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 or overlapping the Property Tax Increment Areas.

"Property Tax Base Amount" means the total valuation for assessment last certified by the County Assessor for the City of all taxable property within the Property Tax Increment Areas prior to the respective effective dates of the Property Tax Increment Areas, as such may be adjusted from time to time in accordance with the Act.

"Property Tax Increment" means, for each Fiscal Year subsequent to the creation of each Property Tax Increment Areas, all Property Tax Revenues in excess of Property Tax

Revenues produced by the levy of Property Tax on the Property Tax Base Amount and paid to DURA by the City; provided that such amount shall be reduced by any lawful collection fee charged by the City.

"Property Tax Increment Areas" means the 15 Block Property Tax Increment Area more particularly described on Exhibit A-1 and the Mercantile Square Property Tax Increment Area more particularly described on Exhibit A-2, attached hereto and incorporated herein.

"Property Tax Revenues" means the amount derived by the City and all taxing jurisdictions from the levy of Property Tax within the Property Tax Increment Areas less any amount derived from a specially earmarked voter-approved levy by which the City has heretofore committed by contract to pay to a private contractor in order to provide services to residents of the City, including any residents in the Urban Renewal Area.

"Redevelopment Agreement" means (i) any agreement between DURA and an Owner/Developer for the DURA-Managed Projects or (ii) any agreement, including an intergovernmental agreement, for an Urban Redevelopment Project.

"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 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 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 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) that portion of any increase to the percentage rate of the Sales Tax, if any, levied by the City following the date hereof to pay for specifically designated purposes other than the general operations of the City.

"Sales Tax Base Amount" means the actual collection of Sales Tax Revenues during the twelve (12) month period ending on the last day of the month prior to the respective effective dates of the Sales Tax Increment Areas.

"Sales Tax Increment" means, for each Fiscal Year subsequent to the creation of each Sales Tax Increment Area, all Sales Tax Revenues in excess of the 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 Sales Tax in the Sales Tax Increment Areas and collecting the Sales Tax Revenues as allowed by State statute, including the pro-rata share of uncollectible Sales Tax Revenues to be absorbed by DURA for such Fiscal Year as set forth in this Cooperation Agreement.

"Sales Tax Increment Areas" means the Adam's Mark Sales Tax Increment Area more particularly described on Exhibit B-1, the Denver Dry Sales Tax Increment Area as

more particularly described on Exhibit B-2, the Denver Pavilions Sales Tax Increment Area as more particularly described on Exhibit B-3, and the Mercantile Square Sales Tax Increment Area as more particularly described on Exhibit B-4, attached hereto and incorporated herein.

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

"Urban Redevelopment Projects" means (i) the DURA-Managed Projects and (ii) any other projects in furtherance of the Urban Renewal Plan in accordance with the Project Funding Agreement.

ARTICLE II LAND USE MATTERS

Section 2.1 Street and Utility Relocations. The City agrees, to the extent permitted by its Charter, ordinances, regulations, applicable franchise 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 relating to the Urban Redevelopment Projects in furtherance of the Urban Renewal Plan; provided, that the City 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 a Redevelopment Agreement or for any other agreement DURA implements in connection with an Urban Redevelopment Project, DURA shall require the Owner/Developer to carry out, or cause to be carried out, DURA's First Source Hiring Program ("First Source Program").

Section 3.2 Small Business Enterprise Utilization Program. Pursuant to DURA's policy, DURA shall require an 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 Urban Redevelopment Project. DURA agrees to implement and enforce, or cause the Owner/Developer to implement and enforce, or cause to be implemented and enforced, 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 an Owner/Developer to develop, or cause to be developed, an enhanced training opportunities plan for the Redevelopment Agreement and for any other agreement DURA implements in connection with an Urban Redevelopment Project. DURA agrees to implement and enforce, or cause Owners/Developers 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 "City Projects" to comply with the City's prevailing wage requirements for the construction of the "City Projects."

Section 3.5 Project Art Program. DURA has adopted and shall require each Owner/Developer to participate in or cause participation in DURA's Project Art Program or as otherwise agreed to in the Project Funding Agreement.

**ARTICLE IV
SALES TAX INCREMENT AND PROPERTY TAX INCREMENT**

Section 4.1 Collection and Disbursement of Sales Tax Increment.

(a) Prior to the commencement of the 2013 Fiscal Year, the City and DURA agreed on an estimated amount of Sales Tax Increment to be allocated by the City to DURA for use in servicing and retiring the bonds, reserves therefor, and priority expenses identified in the indenture for the bonds for the 2013 Fiscal Year.

No later than the tenth (10th) day of each month during the 2013 Fiscal Year, the City shall pay to DURA, or to its designated depository or assignee, not less than the applicable Monthly Adjustment Factor (as described below) times one-twelfth (1/12th) of the anticipated Sales Tax Increment to be received by DURA during the 2013 Fiscal Year. At such time as actual Sales Tax Increment for the 2013 Fiscal Year has been determined by DURA and the City, but no later than March 31, 2014, DURA and the City shall promptly make any necessary adjustments in the amount of Sales Tax Increment previously paid by the City to DURA to reflect the amount of such actual Sales Tax Increment received during the 2013 Fiscal Year. The Monthly Adjustment Factors for the Sales Tax Increment are as follows:

Month of Payment to DURA	Monthly Adjustment Factor
January	1.010
February	1.721
March	.773
April	.845
May	1.155
June	.853
July	.879
August	1.005
September	.829
October	.902

November	1.044
December	.984

(b) Commencing March 1, 2014, the City shall promptly pay over to DURA on a monthly basis the Sales Tax Increment, subject to the limitations herein. DURA acknowledges that there is usually a two-month delay between the retailer's collection of Sales Tax and the City's calculation and payment to DURA of Sales Tax Increment and therefore Sales Tax Increment derived from Sales Tax collected by retailers in January, 2014 will be paid to DURA in March, 2014. The City shall make payments of 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 Sales Tax Revenues due with respect to the Sales Tax Increment Areas, the amount of such uncollectible Sales Tax Revenues shall be allocated between DURA and the City in the same proportion as the total collected Sales Tax Revenues within the Sales Tax Increment Areas 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 Sales Tax levied by the City with respect to all or any part of the Sales Tax Increment Areas, the portions of 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 Sales Tax Revenues derived by reason of (a) any change in the percentage of the Sales Tax rate generally, (b) any change in the percentage of the Sales Tax rate with regard to specific taxable items or transactions, or (c) any extension of the Sales Tax to items or transactions which were not theretofore taxable, shall be allocated between the Sales Tax Base Amount and the Sales Tax Increment in the same proportion which the Sales Tax Base Amount and Sales Tax Increment bear to the total of the Sales Tax Revenues. Such allocation shall be made based upon the Sales Tax Base Amount, the Sales Tax Increment and total 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 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 Sales Tax Increment and to cause the Sales Tax Increment to be applied in accordance with this Cooperation Agreement, the Urban Renewal Plan, the Act, and the applicable ordinances.

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

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

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

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

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

ARTICLE V LODGER'S TAX

Section 5.1 Appropriation and Disbursement of Amounts Equal to Allocable Portion of Adam's Mark Lodger's Tax Increment for the 2013 Fiscal Year.

(a) Prior to the commencement of the 2013 Fiscal Year, the City and DURA agreed on an estimated amount of Adam's Mark Lodger's Tax Revenues and on the Adam's Mark Lodger's Tax Base Amount for the 2013 Fiscal Year. The City duly appropriated for the 2013 Fiscal Year (i) by specific line item reference amounts authorized and directed to be used to pay DURA under this Article V and (ii) equal to the Allocable Portion of the Adam's Mark Lodger's Tax Increment derived from such agreed-upon amounts. The financial obligations of the City under this Article V shall extend

only to monies appropriated for the purposes of this Cooperation Agreement by the City Council, paid into the City Treasury, and encumbered for purposes of this Cooperation Agreement. Payments shall be made to DURA from any legally available funds.

(b) No later than the tenth day of each month during the 2013 Fiscal Year, the City shall pay to DURA, one-twelfth (1/12th) of the amount appropriated for such Fiscal Year pursuant to Section 5.1(a). At the end of the 2013 Fiscal Year, the City shall determine actual collections of Adam Mark's Lodger's Tax Revenues during such 2013 Fiscal Year, and compare such actual collections with the estimate described in Section 5.1 and to the extent the actual collections are less than the estimate, the City shall pay to DURA the amount equal to the Allocable Portion of the difference in the Adam's Mark Lodger's Tax Increment as part of the next scheduled payment. If the actual collections are more than the estimate, DURA shall pay to the City the amount equal to the Allocable Portion of the difference in Adam's Mark Lodger's Tax Increment with thirty (30) days of such determination.

Section 5.2 Appropriation of Amounts Equal to Allocable Portion of Adam's Mark Lodger's Tax Increment After the 2013 Fiscal Year. Prior to the commencement of the 2014 Fiscal Year for a term through and including the Fiscal Year 2020, the City agrees to consider, in good faith, duly appropriating for such Fiscal Year (a) by specific line item reference amounts authorized and directed to be used to pay DURA under this Article V and (b) equal to the Allocable Portion of the Adam's Mark Lodger's Tax Increment. In each Fiscal Year, the officer of the City charged with the responsibility of formulating budget proposals shall include in the annual budget proposal submitted to City Council an item for payment to DURA of an amount equal to the Allocable Portion of the Adam's Mark Lodger's Tax Increment under this Cooperation Agreement, until such time as the City determines not to make such appropriations, it being the intention of DURA and the City that any decision to make such appropriation shall be made solely by elected officials of the City and not by any other official of the City. The financial obligations of the City under this Article V shall extend only to monies appropriated for the purposes of this Cooperation Agreement by the City Council, paid into the City Treasury, and encumbered for purposes of this Cooperation Agreement. DURA acknowledges that (i) the City does not by this Cooperation Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Cooperation Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Payments shall be made to DURA from any legally available funds. Commencing March 1, 2014, if the Allocable Portion of the Adam's Mark Lodger's Tax Increment is appropriated, the City shall pay over to DURA on a monthly basis the amount of the Allocable Portion of the Adam's Mark Lodger's Tax Increment.

Section 5.3 Maintenance of Lodger's Tax. The City covenants that, so long as any Redevelopment Agreement or Obligation remains in effect, the City shall use the rate of three and one-quarter percent (3.25%) as the numerator to determine the Allocable Portion of the Adam's Mark Lodger's Tax Increment, and not exempt from the Lodger's Tax any transaction within the Adam's Mark Sales Tax Increment Area which is currently subject to the Lodger's Tax.

ARTICLE VI
USE OF INCREMENT AND TERM

Section 6.1 Use of Increment and Ratification of Obligations. DURA shall cause Property Tax Increment, Sales Tax Increment and appropriated Adam's Mark Lodger's Tax Increment to be used to pay the City any amounts owed to the City pursuant to the City's advancement of Supplemental Sales Taxes pursuant to the Tax Increment Cooperation Agreement. DURA hereby ratifies and confirms its obligation to repay such amounts to the City. After repayment of the obligations related to the Supplemental Sales Taxes, DURA shall cause Property Tax Increment, Sales Tax Increment and appropriated Adam's Mark Lodger's Tax Increment to first be used for payment of Obligations for the DURA-Managed Projects and then for Obligations for any other Urban Redevelopment Projects.

Section 6.2 Term of Property Tax Increment and/or Sales Tax Increment. The City shall pay to DURA Property Tax Increment derived prior to September 1, 2017 from the 15 Block Property Tax Increment Area. The City shall pay to DURA Sales Tax Increment derived prior to September 1, 2017 from the Denver Dry Sales Tax Increment Area. The City shall pay to DURA Property Tax Increment derived prior to August 3, 2020 from the Mercantile Square Property Tax Increment Area. The City shall pay to DURA Sales Tax Increment derived prior to August 3, 2020 from the Mercantile Square Sales Tax Increment Area. The City shall pay to DURA Sales Tax Increment derived prior to August 3, 2020 from the Denver Pavilions Sales Tax Increment Area. The City shall pay to DURA Sales Tax Increment derived prior to December 5, 2020 from the Adam's Mark Sales Tax Increment Area. In no event shall the collection by the City of Property Tax Increment or Sales Tax Increment continue past a date that is twenty-five (25) years from the date of the approval by the Denver City Council of the respective Property Tax Increment Area or Sales Tax Increment Area.

Section 6.3 Termination of Cooperation Agreement. Upon final payment by the City of Property Tax Increment, Sales Tax Increment and any appropriated Adam's Mark Lodger's Tax Increment and satisfaction of DURA's Obligations as provided herein, this Cooperation Agreement shall automatically terminate. To the extent DURA has funds remaining attributable to the Property Tax Increment, Sales Tax Increment and appropriated Adam's Mark Lodger's Tax Increment, and after the payment of all Obligations, 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.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Right to Pledge Property Tax Increment, Sales Tax Increment and/or Appropriated Adam's Mark Lodger's Tax Increment. 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 this Cooperation Agreement to pay Property Tax Increment, Sales Tax Increment and appropriated Adam's Mark Lodger's Tax Increment to DURA under this Cooperation Agreement.

Section 7.2 Status of Sales Tax Increment and Property Tax Increment. The City and DURA agree that the Sales Tax Increment and Property Tax Increment are the property of DURA pursuant to the Act until the termination of this Cooperation Agreement. 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 Sales Tax Increment and 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 Sales Tax Increment or 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 Sales Tax Increment or 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 Sales Tax Increment or Property Tax Increment.

Section 7.3 Effect of this Agreement. This Agreement is intended to amend and restate the General Cooperation Agreement, the Mercantile Square Cooperation Agreement, the Denver Pavilions Cooperation Agreement and the Adam's Mark Cooperation Agreement. This Agreement does not amend the Rio Grande Building Tax Increment Area Amended and Restated Cooperation Agreement dated as of September 1996 which is hereby ratified and confirmed.

Section 7.4 Waivers and Amendments. No 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 Manager of Finance on behalf of the City and DURA, 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 approval unless City Council approval is required by the Charter.

Section 7.5 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 Charter or ordinances of the City.

Section 7.6 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 7.7 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 7.8 No Discrimination in Employment. In connection with the performance of work under this 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 DURA further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 7.9 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

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

Section 7.10 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 7.11 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 7.12 No Personal Liability. No elected official, director, officer, agent or employee of the City 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 7.13 Conflict of Interest. DURA represents that to the best of its information and belief no official, officer or employee of the City 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, officer or employee. The Manager of Finance of the City represents that to the best of her (or his) information and belief no official, officer or employee of DURA is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such officer or employee. DURA agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

Section 7.14 Appropriation. All obligations of the City under and pursuant to Section 2.1 and Article V of this Cooperation Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the Denver City Council. The City does not by this Cooperation Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Cooperation Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Non-appropriation by the City shall not constitute a default by the City under this Cooperation Agreement.

Section 7.15 Remedies. The Parties agree that this Cooperation Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree that in no event shall either party be entitled to damages or a monetary award, whether in the form of actual, consequential, or punitive damages, attorneys' 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 7.16 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 7.17 Electronic Signatures and Electronic Records. DURA consents 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.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:


By _____

By _____


By _____



DENVER URBAN RENEWAL AUTHORITY

By: 
Name: PATRICIA GAGE
Title: CHAIR

ATTEST: (if required)

By: 
Name: Tracy Huggins
Title: Executive Director



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

DENVER URBAN RENEWAL AUTHORITY

By: _____
Name: _____
Title: _____

Attest: _____
By: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013 by _____ as _____ of the Denver Urban Renewal Authority, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(Seal)

EXHIBIT A-1

**LEGAL DESCRIPTION OF 15 BLOCK
PROPERTY TAX INCREMENT AREA**

Property Tax Increment Area

Project: The Denver Project

Beginning at the point of intersection of the northwesterly right-of-way line of Champa Street and the northeasterly right-of-way line of the 16th Street Transitway Mall; thence, southeasterly along the northeasterly right-of-way line of the 16th Street Transitway Mall extended to the easterly right-of-way line of Broadway; thence, southerly along the easterly right-of-way line of Broadway to the southeasterly right-of-way line of Cheyenne Place extended; thence, southwestly along the southeasterly right-of-way line of Cheyenne Place extended to the southerly right-of-way line of West Colfax Avenue; thence, generally westerly (and southerly) along the southerly right-of-way line of West Colfax Avenue to the southwestly right-of-way line of 14th Street extended; thence, northwesterly along the southwestly right-of-way line of 14th Street extended to the northwesterly right-of-way line of Champa Street; thence, northeasterly along the northwesterly right-of-way line of Champa Street to the point of intersection with the northeasterly right-of-way line of the 16th Street Transitway mall, the point of beginning; all in the City and County of Denver, State of Colorado.

The legal description of which is as follows:

All of Blocks 130, 131, 138, 139, 162, 163, 172, 173, 196, 197, 207, 208, 231, 232, and 244, East Denver;

And all of Side Lots 2 and 3 and Out Lot A, H.C. Brown's Addition to Denver, Colorado;

And all subdivisions and resubdivisions thereof;

And all vacated streets and alleys within the afore described areas.

EXHIBIT A-2

**LEGAL DESCRIPTION OF MERCANTILE SQUARE
PROPERTY TAX INCREMENT AREA**

Description of Mercantile Square

Property

Increment Area

East Denver 02331 Block 16, Lots 28 to 32 inclusive, City and County of Denver, State of Colorado.

East Denver 02331 Block 16, Lots 1 to 7 inclusive, City and County of Denver, State of Colorado.

East Denver 02331, Block 16, Lots 8 to 12 inclusive, City and County of Denver, State of Colorado.

East Denver 02331, Block 15, Lots 17 to 20 inclusive, City and County of Denver, State of Colorado.

EXHIBIT B-1

ADAMS MARK SALES TAX INCREMENT AREA

Description of Adam's Mark Hotel

Sales Tax Increment Area

Parcel A:

All of Block 208, East Denver, City and County of Denver, State of Colorado, including all of the vacated alley in said Block 208;

also known as 350 16th Street, Denver, Colorado; and

Lots 1 to 25, both inclusive, Block 231, East Denver, City and County of Denver, State of Colorado;

also known as 1500-1590 Court Place, Denver, Colorado.

Parcel B:

Beneficial interest appurtenant to Block 208, East Denver, and Lots 1 through 16, Block 231, East Denver, City and County of Denver, State of Colorado as set forth in the irrevocable license or permit to use the subsurface or ground beneath Court Place lying between the Northeasterly line of 15th Street and the Southwesterly line of 16th Street, granted by Ordinance No. 175, Council Bill 191, Series 1955 recorded July 22, 1955 in Book 7715 at Page 548 and as amended by Ordinance No. 277, Series 1958 recorded September 16, 1958 in Book 8244 at Page 103.

Parcel C:

Beneficial interest appurtenant to Lots 22, 23 and 24, Block 208, East Denver and Lots 9, 10 and 11, Block 231, East Denver, City and County of Denver, State of Colorado as set forth in the revocable license or permit to construct, maintain, and use an overhead bridge across Court Place the Northwesterly terminus of which shall be located within an area bounded by the Southwesterly line of Lot 22, and the Northeasterly line of Lot 24, of said Block 208, and the Southeasterly terminus of which shall be located within an area bounded by the Southwesterly line of Lot 11, and the Northeasterly line of Lot 9, of said Block 231. As granted by Ordinance No. 394, Series 1956 recorded November 14, 1956 in Book 7961 at Page 33.

EXHIBIT B-2

DENVER DRY SALES TAX INCREMENT AREA

Sales Tax Increment Area

Project: The Denver Project

Block 139, Lots 17 through 32, East Denver.

EXHIBIT B-3

DENVER PAVILIONS SALES TAX INCREMENT AREA

Description of Denver Pavilions

Sales Tax Increment Area

Lots 1 through 11 and Lots 22 through 32, together with the vacated alley adjoining such lots, Block 173, EAST DENVER.

Lots 1 through 11 and Lots 22 through 32, together with the vacated alley adjoining such lots, Block 196, EAST DENVER.

EXHIBIT B-4

MERCANTILE SQUARE SALES TAX INCREMENT AREA

Description of Mercantile Square

Sales Tax Increment Area

East Denver 02331 Block 16, Lots 28 to 32 inclusive, City and County of Denver, State of Colorado.

East Denver 02331 Block 16, Lots 1 to 7 inclusive, City and County of Denver, State of Colorado.

East Denver 02331, Block 16, Lots 8 to 12 inclusive, City and County of Denver, State of Colorado.

East Denver 02331, Block 15, Lots 17 to 20 inclusive, City and County of Denver, State of Colorado.