

**DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

by

CV DANCE, LLC, a Colorado limited liability company

to and for the benefit of

**CHERRY CREEK NORTH NEIGHBORHOOD ASSOCIATION,
A REGISTERED NEIGHBORHOOD ORGANIZATION WITHIN
THE CITY AND COUNTY OF DENVER, COLORADO**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	2
Section 1.01 Definitions and Interpretation	2
Section 1.02 Use of Defined Terms.....	4
Section 1.03 Titles and Headings.....	4
ARTICLE 2 DEVELOPMENT OBLIGATIONS AND REQUIREMENTS.....	4
Section 2.01 Development of the Property Generally; Process and Requirements....	4
Section 2.02 Permitted Uses, Covenants and Restrictions	4
Section 2.03 Good Neighbor Construction Practices	7
Section 2.04 Continuity; Design Review with CCNNA Committees	7
Section 2.05 CCNNA Approval; Board Participation	7
Section 2.06 Modifications to Code.....	7
ARTICLE 3 BINDING NATURE OF AGREEMENT; ENFORCEMENT	8
Section 3.01 Effective Date and Binding Nature of Agreement; Recorded	8
Section 3.02 Recording of Conditions; Covenants To Run With the Land.....	8
Section 3.03 Burden and Benefit	8
Section 3.04 Uniformity; Common Plan	9
Section 3.05 Default; Enforcement.....	9
Section 3.06 Term; Termination or Amendment of Agreement.....	10
Section 3.07 Reconstruction	10
ARTICLE 4 MISCELLANEOUS PROVISIONS OF GENERAL IMPORT	10
Section 4.01 Governing Law	10
Section 4.02 Binding Effect.....	10
Section 4.03 Notices	10
Section 4.01 Severability	11
Section 4.02 Multiple Counterparts	11
Section 4.03 Third Party Beneficiaries	11
Section 4.04 Recorded Covenants Prior to Any Mortgage or Financing	11
Section 4.05 Integration; Controlling Documents	11

**DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

THIS DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Agreement") is made and entered into as of 29th day of January, 2026, by and between CV DANCE, LLC, a Colorado limited liability company ("Owner"), to and for the benefit of Cherry Creek North Neighborhood Association, a registered neighborhood association in the City and County of Denver ("CCNNA") and together with the Owner, the "Parties"). Capitalized terms used in this Agreement shall have the meaning given such terms where parenthetically defined or, if not parenthetically defined, in Section 1.01 of this Agreement.

RECITALS:

A. CCNNA is a registered "neighborhood organization" formed as Colorado non-profit corporations and registered under Sections 12-91 through 12-98 of the Denver Municipal Code in effect as of the date of this Agreement, which is defined in Section 12-92 of the Code to mean "a voluntary group of individual residents and Owner of real property, including businesses, within a certain prescribed area of the city, and/or a coalition of such groups formed for the purpose of collectively addressing issues and interest common to and widely perceived throughout the area."

B. Owner owns a parcel of real property in the City and County of Denver, State of Colorado the address for which is 2625 East 3rd Avenue, Denver CO 80206 containing approximately 18,750 SF of land area located at the northwest corner of East 3rd Avenue and Clayton Street, as the same is legally described on Exhibit A hereto (the "Property").

C. Owner desires to rezone and develop the Property in accordance with a future site plan in a manner consistent with the Cherry Creek North zoning identified in the Code as C-CCN-4 (as the same may be modified from time to time to reflect regulatory, design, and construction-related revisions, the "Site Plan") to be submitted to the City for approval in conformance with the Code and this Agreement.

D. The Property is currently zoned CCN with a Condition pursuant to Ordinance No. 225, Series of 2007, recorded with the Denver Clerk and Recorder on June 8, 2007 at Reception No. 2007089031 and Recording of Waivers pursuant to the same City Ordinance recorded with the Denver Clerk and Recorder on July 10, 2007 at Reception No. 2007107296 against the Property, which contained conditions on the redevelopment expansion of the Property under a then Code Chapter 59 zoning category to allow for a performance building, which redevelopment was never completed.

E. Owner has expressed its intent to develop the Property as a residential building with first floor retail under the provisions of C-CCN-4 of the Code ("Project") and, to that end, Owner has filed an application for rezoning of the Property to the C-CCN-4 District which includes superseding and replacing the ordinance referenced in Recital D above ("CCN-4 District") under the Code dated November 24, 2025, and to which the City has assigned the number 2025-Rezone-0000028 (the "Rezoning Application").

F. CCNNA is the official registered neighborhood organization for the neighborhood in which the Property is located and, as such, Owner is required to notify CCNNA of Owner's development and its rezoning efforts and Owner and CCNNA have sought to notify the immediate neighbors residing in the vicinity of the Property, to disseminate its Project information and to discuss its Rezoning Application and address concerns regarding the Project and its impact on the neighborhood, which process has resulted in the agreements contained herein.

G. At a regularly scheduled board meeting held in November, 2025 (the "CCNNA Meeting"), the CCNNA Board voted to support the Rezoning Application, subject to the execution of this Agreement to include certain development requirements applicable to the Property and, by vote of the CCNNA Board on January 23, 2026, the form of this Agreement was approved for execution by CCNNA and for processing by the Parties prior to proceeding through the City Planning Board Hearing Process.

H. Owner and CCNNA now desire to set forth the agreements with respect to the Property reached with and for the community benefit of the Cherry Creek North residential neighborhood, including its agreements concerning the land use concepts governing the Property and the overall redevelopment of the Property to be rezoned, developed and used in accordance with this Agreement.

NOW, THEREFORE, in consideration of the conditions of rezoning of the Property, and the covenants, conditions, restrictions and undertakings set forth herein, and for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and CCNNA hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions and Interpretation. The following terms shall have the respective meanings assigned to them in this Section 1.01 unless otherwise parenthetically defined elsewhere in this Agreement:

"Affiliated Party" means a limited or general partner or member of Owner or any party who controls or is controlled by Owner which owns any portion of the Property.

"Agreement" means this Development and Community Benefits Agreement and Declaration of Restrictive Covenants, as it may be amended from time to time.

"Applicable Denver Plans" means, collectively, the Denver City planning documents, each as amended from time to time, including, without limitation, Comprehensive Plan 2040 adopted in May 2019, Blueprint Denver as the City's integrated Land Use and Transportation Plan adopted April 22, 2019, the revised form based Denver Zoning Code adopted in 2010, the Cherry Creek Area Plan adopted in 2012 and the zoning provisions adopted for the Cherry Creek North Business Improvement District adopted in 2014.

“*Board*” means the board of directors of CCNNA, as appointed or elected pursuant to the organizational documents and bylaws of CCNNA.

“*CCN-4 District*” has the meaning given such term in Recital E.

“*CCNNA*” means the registered neighborhood association in the City and County of Denver for the neighborhood bounded by First Avenue on the south, Colorado Boulevard on the east, University Boulevard on the west, and 6th Avenue on the north.

“*CCNNA Meeting*” has the meaning given such term in Recital G.

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

“*Code*” means the Denver Municipal Code in effect as of the date of this Agreement, as the same may be modified from time to time and includes the Denver Zoning Code at Chapter 59 and the Denver building code and the rules and regulations promulgated thereunder.

“*Design Standards and Guidelines*” means those certain Cherry Creek North Design Standards and Guidelines adopted by the City as of September 26, 2014, as the same have been or may be amended from time to time.

“*Development Documents*” means, collectively, the Rezoning Application, the Site Plan and any and all documents and instruments (including, without limitation, all building plans, permits and authorizations) by and between Owner and the City or Owner and CCNNA or any third party relating to the use, development or construction of the Project.

“*Event of Default*” has the meaning given such term in Section 3.05.

“*Legal Requirements*” means all laws, rules, regulations, ordinances, codes, statutes and guidelines relating to the performance of Owner in connection with construction of improvements on the Property, including, without limitation, those under the Code and set forth in the Applicable Denver Plans.

“*Notice of Default*” has the meaning given such term in Section 3.05 of this Agreement.

“*Owner*” has the meaning given such term in the initial paragraph of this Agreement, together with their respective successors and assigns and together with any Affiliated Party that acquires property within the Property.

“*Party*” or “*Party*” has the meaning given such term in the Introduction.

“*Project*” has the meaning given such term in Recital E.

“*Property*” has the meaning given such term in Recital A.

“*Recorded Covenants*” has the meaning given such term in Section 3.02.

“*Rezoning Application*” has the meaning given such term in Recital E.

“*Site Plan*” has the meaning given such term in Recital C.

“*TDM Plan*” has the meaning given such term in Section 2.02(v).

Section 1.02 Use of Defined Terms. Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender and words of the singular number shall be construed to include the plural number, and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03 Titles and Headings. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

ARTICLE 2

DEVELOPMENT OBLIGATIONS AND REQUIREMENTS

Section 2.01 Development of the Property Generally; Process and Requirements. The recitals set forth above are incorporated herein. In connection with the request for approval of the proposed changes pursuant to the Rezoning Application being made to the City, and in connection with ownership, development, construction and use of the Project on the Property or on any portion of the Property, Owner covenants and agrees as follows:

(a) **Rezoning.** Owner shall seek approval from the City for a change in the zoning for the Property in a manner consistent with the Rezoning Application; provided that Owner shall deliver a copy of this Agreement to the City planning department and all City agencies required to approve the Rezoning Application and to the City Councilperson for the City Council district in which the Property is located.

(b) **Development Process; Ongoing Communications to CCNNA.** Owner shall notify the City of this Agreement in connection with the processing of the Rezoning Application and the future Site Plan and site planning process for the Project. In connection with the completion of the Development Documents and the Site Plan process, Owner agrees to keep CCNNA reasonably informed, including without limitation, upon request from CCNNA, by presentation at the regularly scheduled meetings with the CCNNA Board or general meetings of CCNNA, as to the status of development of the Project, including updates regarding the Rezoning Application and the Site Plan process and presentation of the design development of the Project, including the overall building and landscape materials selected by Owner for the Project. Owner shall also provide to CCNNA a copy of the any traffic, mobility and/or transit management plans or studies submitted to the City in connection with the Site Plan and development process.

Section 2.02 Permitted Uses, Covenants and Restrictions. Owner may construct, erect, use and maintain improvements permitted in the proposed C-CCN-4 zone district pursuant

to the Code and as outlined in the Rezoning Application for the Property subject to the following covenants, conditions and restrictions:

(a) **Uses.** Owner has indicated a desire to develop the Property as residential with first floor retail in accordance with the C-CCN-4 zoning; provided that nothing herein shall bind Owner to such uses only. To that end, uses of the Property may include any uses allowed under the Code for the C-CCN-4 zone district, except that “dental/medical office and clinic” uses, as that term is defined by Section 11.12.4.6.B.1 of the Code, shall not be permitted; provided, however, that nothing in this Section 2.02 shall be deemed to prohibit (a) any dental or medical related uses for which the primary services do not include the in-person treatment of patients or clients, including, without limitation, office uses related to medical devices, or (b) the use of the Property as a day spa and boutique. Further, Owner agrees that no commercial uses (including occupied balconies or patios) shall be permitted in the north setback or step-back areas as those areas are described in the C-CCN-4 zoning code in effect as of the date of this Agreement, although a rooftop patio facing 3rd Avenue is allowed so long as the same does not extend beyond 50% of the building footprint running along Clayton Street. Nothing herein shall prohibit residential uses on the step-back areas of the Property or the rooftop and the same may be used for patios associated with residential uses. Any restaurant or café uses on the first floor of the Project building shall be allowed to use outdoor patio areas only on the 3rd Avenue (south) side of the building; provided that any such outdoor patio use may extend around the corner on the Clayton Street side of the building not to exceed beyond 50% of the building footprint running along Clayton Street. Any patio used for restaurant purposes shall be subject to sound restrictions as follows: any type of music disseminated from the establishment to or otherwise allowed to be heard in such outdoor patio space shall cease by 10:00 p.m. Sundays through Thursdays and by midnight on Fridays and Saturdays; the operator may close doors and windows after such times and operate inside the establishment until legal closing times therefor without violation of this Agreement. Further, the restaurant operator shall dispose of waste in such a manner that will avoid the disruptive sounds of dumping cans and bottles into metal trash bins between the hours of 10:00 p.m. and 8:00 a.m.

(b) **Car Parking.** The parking garage to be constructed below grade as part of the Project will provide sufficient parking spaces to meet the needs of the Project as determined through the Site Plan review process with the City. As of the date of this Agreement, the Code does not include parking minimums. If the Code parking requirements change in the future, the Project shall only be required to meet what is set forth in the approved Site Plan. If the uses for the Project include office uses instead of residential, then Owner agrees to allow such parking to be shared for after-hours uses by patrons of the other businesses in Cherry Creek North.

(c) **Bike Parking.** Bicycle parking areas shall meet or exceed the number required by the Code for the square footage of the building comprising the Project. The exact number of bicycle parking areas in excess of the minimum required for the Project shall be determined through the Site Plan review process with the City.

(d) **Design.** Owner shall cause the Project to comply with the CCN Design Standards and Guidelines.

(e) **Enhanced Landscaping in Setbacks.** Owner agrees that the minimum setback on the north side of the Property is 10 feet from the Property line. In such setback area, Owner agrees to provide and maintain enhanced lush landscaping consisting of larger and taller (i.e., more mature) trees that will assist in blocking the view of the Project development from the townhomes to the immediate north of the Project. Such enhanced landscaping shall be completed pursuant to a plan which shall be shared with CCNNA and the immediate neighbors and reasonably approved by CCNNA. Such landscape plan shall be approved by CCNNA promptly so long as the plan includes a combination of trees and bushes that will enhance the beauty of the setback area and provides a green canopy to visually help separate the Project building from the established townhomes to the immediate north of the Project.

(f) **Alternative Transportation Strategies.** CCNNA is actively participating in Cherry Creek initiatives with the City and other entities to reduce traffic congestion and air pollution in the Cherry Creek area. In order to provide for a community benefit to CCNNA, Owner shall participate in good faith with CCNNA and other business owners in the Cherry Creek area to discuss and address such issues in ongoing forums and organized discussions. Owner shall employ all commercially reasonable efforts to encourage and adopt transportation strategies that are commensurate with the Applicable Denver Plans, the transportation plan therein and the rules and regulations adopted by the City and its Department of Transportation and Infrastructure; provided, however, that Owner shall have no obligation to incur any cost or expense in connection therewith, except as contemplated by this Agreement. In connection therewith, Owner acknowledges its obligation to enter into a transportation demand management plan (a "TDM Plan") as a part of its development of the Project. The TDM Plan is an approved plan of strategies, which may include, without limitation, TDM Plan supportive infrastructure and TDM Plan programmatic strategies to maximize options for and facilitate the use of non-single occupancy vehicle travel modes for building occupants/residents and visitors. In connection with the development of Owner's TDM Plan, Owner shall prepare such plan in a timeframe concurrently with the preparation of the Site Plan for the Project and not wait until the Project is preparing for the issuance of the certificate of occupancy. Owner shall maintain compliance with the approved TDM Plan following the issuance of the certificate of occupancy. Owner shall consider utilizing Transportation Solutions (or a similarly competent transportation management company) in connection with its preparation of the TDM Plan required for the Project. Owner shall keep CCNNA reasonably informed of about the status of, and Owner's compliance with, the TDM Plan, as well any other initiatives and efforts to reduce traffic congestion and the air pollution caused by the increased density associated with the Project.

(g) **Undergrounding of Utilities.** In the event that Owner develops the Property with a plan to place utility lines underground for the Project, then Owner agrees to provide the owners of the townhomes to the immediate north of the Property notice thereof and enter into discussions to allow such townhomes to participate with Owner in

undergrounding the utilities running north in the alley area adjacent to such townhomes. The intent of this provision is to allow the owners of the townhomes to participate (as an owners' association) in the process and cost to have the utilities running adjacent to the townhomes placed underground, with Owner acting as the developer/contractor for such work and allowing the owners of the townhomes to pay the portion thereof relating to the lineal feet of work for undergrounding the utilities running parallel to and serving the townhomes.

Section 2.03 Good Neighbor Construction Practices. Owner acknowledges that the size of the Project will require the implementation of certain construction regulations in order to decrease the negative impact of such construction on the neighborhood. Accordingly, Owner agrees to implement construction practices to keep construction traffic to a minimum on side streets within the neighborhood and shall follow the good construction practices set forth in *Exhibit B*. Owner further acknowledges the requirement to file and implement a construction parking and implementation plan with the City and file such plan with the Cherry Creek North Business Improvement District. A copy of such plan shall be provided to CCNNA prior to commencing construction on the Property. Further, Owner agrees to provide contact information for the construction supervisor for the purpose of allowing concerns to be addressed promptly and directly with the contractor.

Section 2.04 Continuity; Design Review with CCNNA Committees. Owner agrees to work with CCNNA and its applicable zoning or development committees as the Project proceeds. Owner agrees to meet with CCNNA and/or such committees from time to time upon request by CCNNA as the Project design and Development Documents progress to address matters relating to the implementation of this Agreement. Upon the request of either party thereto, the parties shall meet to address changes or modifications to the Project design plans that may be deemed necessary or desirable or otherwise to review and approve changes to the Project design as may be required by the City or otherwise required to meet a specific need or concern of Owner in their development of the Project.

Section 2.05 CCNNA Approval; Board Participation. CCNNA agrees to prepare a letter in support of the Rezoning Application proposed by Owner on the conditions as outlined herein. CCNNA further agrees that, so long as Owner has not been reasonably alleged by CCNNA to be in default in the terms and conditions of this Agreement as of the applicable date, CCNNA will not oppose the Project or the approval of any subsequent Development Documents, including without limitation by filing any appeal thereto. Notwithstanding such letters of support, Owner acknowledges that there may be members or non-members of CCNNA who may take individual actions inconsistent with the approved actions of CCNNA or their respective Boards or committees. Owner acknowledges that CCNNA is a non-profit organization with a volunteer Board. Owner agrees to hold harmless the individual members of the Board (whether serving prior to or as of the date of this Agreement or in the future) in their individual capacity for any loss, expenses, damages or harm accruing to Owner and resulting out of this Agreement or from and against any actions by or through CCNNA (acting through or under their respective Board) in the negotiation, adoption, implementation and enforcement of this Agreement or in processing any changes hereto or in the implementation of the obligations hereunder.

Section 2.06 Modifications to Code. The Parties agree that Owner shall comply with C-CCN-4 requirements of the Code, as amended or modified from time to time. Notwithstanding the foregoing, Owner agrees that (i) to the extent that the Code is modified to relax or change any specific zoning or use restrictions contemplated in Section 2.02 herein, then this Agreement shall continue to control with respect to the matters so modified, and (ii) to the extent that the Code is modified to impose more restrictive zoning and/or use requirements than those that are contemplated herein, then the modified zoning code provisions control with respect to such matters made more restricted. This Agreement shall continue to be effective notwithstanding the implementation of revisions to or restatements of the Code and shall, to the extent possible, be read to be in conformity with such Code. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

ARTICLE 3

BINDING NATURE OF AGREEMENT; ENFORCEMENT

Section 3.01 Effective Date and Binding Nature of Agreement; Recorded. This Agreement and all and each of the provisions hereof shall become effective upon the final, non-appealable approval of the Rezoning Application and shall remain in full force and effect as if fully set forth in the Rezoning Application. This Agreement shall be recorded by Owner against the Property in order to restrict the Property in accordance with this Agreement. Owner agrees that the covenants and obligations set forth herein shall be binding upon the development of the Project and that if the Owner transfers the Property or any portion thereof, such transfer shall be subject to the provisions of this Agreement and any such purchaser shall be subject to and comply with the covenants and obligations of Owner set forth herein.

Section 3.02 Recording of Conditions; Covenants To Run With the Land. Owner hereby subjects the Property and the Project to the covenants, reservations and restrictions set forth in this Agreement ("Recorded Covenants"), it being expressly agreed and understood that the provisions hereof are intended to survive the transfer, sale or assignment (whether by voluntary transfer, foreclosure or otherwise) of any portion of the Property. In addition, in the event of demolition and reconstruction of the Project, the covenants and restrictions contained herein shall apply to any reconstruction of the Project on the Property and, to effectuate such agreement, the restrictions contained herein shall be incorporated into the Recorded Covenants to bind any reconstruction. A copy of this Agreement shall be delivered to the Denver Planning Department and all planners currently working with the Owner on the Rezoning Application, the Denver Planning Board and the District 6 City Council representative and the At-Large City Council Representatives prior to Owner proceeding in front of Denver Planning Board on the Rezoning applications. Thereafter, this Agreement shall be recorded by Owner against the Property immediately upon the final, non-appealable approval of the Rezoning Application and prior to applying for any permit for construction of the Project and a copy of such recorded Agreement shall be delivered to CCNNA. Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors in title to the Project. The Recorded Covenants and each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions,

regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 3.03 Burden and Benefit. Owner hereby declares its understanding and intent that the burden of the covenants, conditions and agreements set forth herein touch and concern the land in that Owner's legal interest in the Project, as applicable, and the Property is burdened by the provisions of this Agreement.

Section 3.04 Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Property in order to establish and carry out a common plan for the use, development and improvement of the Property.

Section 3.05 Default; Enforcement. If Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner set forth in this Agreement or in any of the Recorded Covenants, then written notice thereof shall be given to Owner by CCNNA. For purposes of the enforcement of this Agreement, CCNNA shall have a right to identify facts under which CCNNA asserts constitutes a default by Owner under this Agreement and CCNNA shall confirm such assertion by and through the Board for or on behalf of CCNNA (following a formal vote of the Board in accordance with the respective organizational bylaws or adopted processes). Notwithstanding anything herein to the contrary, nothing herein shall give any individual member of CCNNA or any individual owner or resident within CCNNA any right to enforce the provisions hereof, it being the intent that only an action by and through the Board of CCNNA has the right to take action under this Agreement. In the event that the Board agrees that an Owner default has occurred, then the Board shall deliver written notice of such default to Owner with a copy to the City (the "Notice of Default"). If such Notice of Default remains uncured by Owner during the sixty (60) day period following the date of such notice of default, then an "Event of Default" shall be deemed to have occurred hereunder; provided, however, that if the Event of Default stated in the Notice of Default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected. Following the declaration of an Event of Default hereunder, this Agreement may be enforced as follows:

(a) By mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, requiring Owner to perform its obligations and covenants hereunder or enjoining any acts or things which may be unlawful or in violation of the rights or obligations hereunder.

(b) By taking such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder, including seeking damages, equitable remedies or both.

(c) If CCNNA institutes any action or proceeding in court to enforce any provision hereof against Owner for breach of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, they shall be entitled to recover all reasonable court costs and attorneys' fees incurred in connection with such proceeding.

(d) Owner hereby agrees that specific enforcement of Owner agreements contained herein is the only means by which CCNNA may obtain the benefits of such agreements made by Owner herein and Owner therefore agrees to the imposition of the remedy of specific performance against them in the case of any default by Owner hereunder. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to require the Board to act on any uncured Event or Default or to expend funds for enforcement of this Agreement. Any costs so expended to enforce this Agreement shall be recoverable by in accordance with Section 3.05(c).

Section 3.06 Term; Termination or Amendment of Agreement. Except for the Recorded Covenants set forth in Sections 2.02 (a) and 2.02(e), which provisions shall be binding on the Property in perpetuity, the term of this Agreement shall be for twenty-five (25) years from the date of this Agreement and shall become applicable to and shall bind Owner or any Affiliated Party and all property acquired by them within the Project. This Agreement may be amended or otherwise terminated only upon (i) a rezoning of the Property (or as to any portion thereof) subsequent to the rezoning pursuant to the Rezoning Application which is the subject of this Agreement so long as such further rezoning is in accordance with the rezoning procedures of the City and CCNNA or any then applicable registered neighborhood organizations existing under the then applicable Code are notified and given an opportunity to comment, approve or contest such rezoning and the applicability of this Agreement thereto, or (ii) by amendment or termination agreement in writing executed by Owner and CCNNA.

Section 3.07 Reconstruction. The provisions of this Agreement shall apply to any improvements constructed on the project Property and to any reconstructed improvements which, from time to time, may be constructed on the Property.

ARTICLE 4

MISCELLANEOUS PROVISIONS OF GENERAL IMPORT

Section 4.01 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 4.02 Binding Effect. All the covenants, agreements, terms and conditions to be observed and performed by Owner shall be applicable to and binding upon their respective Affiliated Parties and their successors and assigns.

Section 4.03 Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, express, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below for each of the parties hereto, or at such other addresses as may be specified in writing by the parties hereto to the other parties or by email so long as such email is confirmed received. Such notices being delivered to CCNNA by email shall be sent to Board president at the email address for contact purposes as shown on CCNNA website. Copies of any notices shall also be given to the Denver City Councilperson for the District in which CCNNA is located. Notices shall be deemed delivered on the date that confirmed delivery is made if by courier service or registered or certified mail.

If to Owner: CV Dance, LLC
c/o The Nichols Partnership Inc.
1644 Platte Street, Suite 130
Denver, Colorado 8002
Attn: Daniel Nichols
Email: dnichols@nicholspartnership.com, phone (303) 931-4064

If to CCNNA to the address of record with the Secretary of State
Attention: President of the CCNNA Board of Directors

IN EACH CASE, WITH A COPY TO THE CITY COUNCILPERSON FOR THE DISTRICT IN WHICH THE PROJECT IS LOCATED.

Section 4.01 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 4.02 Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 4.03 Third Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not a party hereto unless expressly otherwise provided herein. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, it being the intention and understanding of Owner that the benefits and burdens created by this Agreement shall be limited to and for the purposes herein specified.

Section 4.04 Recorded Covenants Prior to Any Mortgage or Financing. Any mortgage or financing liens against the Property shall be subject to the Recorded Covenants. Owner shall obtain the written consent to this Agreement by any lenders prior to this Agreement becoming binding on the parties hereto and such consents shall be in recordable form and shall be recorded concurrently with the recordation of this Agreement. Such lender consents to this Agreement shall be obtained by Owner prior to appearing before City Council seeking the approval of the Rezoning Application.

Section 4.05 Integration; Controlling Documents. This Agreement constitutes the final agreement of the parties hereto as to the matters set forth herein. This Agreement controls as to any prior term sheet, outline or other communications regarding the Project and CCNNA's positions with respect thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner have duly executed this Agreement as of the date first set forth above.

CV DANCE, LLC, a Colorado limited liability company

By: THE NICHOLS PARTNERSHIP LLC, a Colorado limited liability company, its Manager

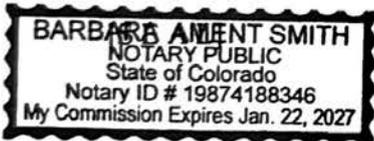
[Handwritten Signature]
Daniel Nichols, Manager

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

The foregoing instrument was acknowledged before me this 29 day of JANUARY, 2026, by Daniel Nichols, as Manager of THE NICHOLS PARTNERSHIP LLC, as Manager of CV DANCE, LLC.

Witness my hand and official seal.

My commission expires: JAN. 22, 2027



[Handwritten Signature]
Notary Public (or official title)

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

Cherry Creek North Neighborhood Association

By: Linda Barker

Linda Barker, CCNNA Board President, on behalf of the CCNNA Board and as approved by the CCNNA Board dated January 23, 2026.

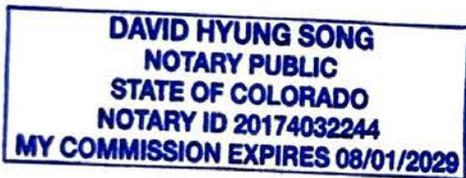
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of January, 2026, by Linda Barker as President of Cherry Creek North Neighborhood Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Aug 1, 2029

[SEAL]



[Signature]
Notary Public (or official title)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE NORTH 37 1/2 FEET AND THE SOUTH 62 1/2 FEET OF PLOT 10 AND THE SOUTH
1/2 OF PLOT 9, BLOCK 35, HARMANS SUBDIVISION, CITY AND COUNTY OF
DENVER, STATE OF COLORADO.

EXHIBIT B
GOOD NEIGHBOR CONSTRUCTION POLICY

Owner agrees to implement a plan of construction management techniques, including the following:

- Project manager cell phone 24/7
- Address parking for construction workers as required by the CCN Business Improvement District and deliver a copy thereof to CCNNA and seek to keep workers from parking in neighborhood restricted areas
- Trash picked up/enclosed port of lets out of sight
- No trucks and back up beeps before 8 a.m.
- Construction weekdays 7a.m. – 7 p.m. / weekends 8 a.m. – 5 p.m.
- Dust mitigation methods, including without limitation, water wagons for construction dust control.
- Use a website for the purpose of updating the CCNNA of important dates (such as street closures and water interruption) and generally for project updates. Provide a complaint forum via email so that neighborhood concerns are able to be expressed on a timely basis.

Owner will adhere to the “4 C’s”

Communication with Neighbors Can Facilitate Cooperation and Support

The 4-C Solution:

1. Communication:

Builders who communicate while attempting to limit the impact that construction invariably causes will win the tolerance of the neighboring residents. A sign on the site, a flyer, a letter to residents in the immediate area explaining the project and the anticipated schedule can alleviate much of the residents’ concerns about the short-term problems commonly generated by construction.

2. Common Sense:

While it is the nature of construction to be messy, noisy and paced to meet the pressure of deadlines and budgets, neighborhood sites require special consideration. Neighbors and builders must acknowledge the root of the situation – the area is both a neighborhood, where people retreat from the work-a-day world, and a job site, where time is money and money is the bottom line. Residents’ concerns arise when construction practices continually go beyond the limits of common sense.

3. Courtesy:

Builders can work to the limit of the law, which allows construction noise from 7 AM to 9 PM seven days a week. Thoughtful contractors who make the effort to schedule the more disruptive aspects of the project to take place during weekdays between 8 AM and 5 PM should expect few complaints from the surrounding residents. Builders who respect neighbors’ concerns and take action to remedy or modify a problem will find that that kind of consideration should gain

friendly support during the project. By responding with common courtesy, the contractor may attract a future project from another homeowner.

4. **Compromise:**

Compromise begins when builders and neighbors consider each other's point of view. Compromise takes place through friendly communication between neighbors, Owner and the contractors.

GUIDELINES FOR BUILDERS

Informing Neighbors: At least two days in advance of construction or demolition, Owner should:

1. Call or meet with as many adjacent neighbors as possible
2. Mail letter or flyers describing the project
3. Post a sign at the site with a phone number for questions

During Construction: Considerate site policies and procedures should be specifically outlined for the contractors' employees as well as any sub-contractors on the job.

1. Limit working hours of high noise operations to the middle of the day at least until the structure is fully enclosed
2. Limit and control radio noise
3. Consider neighbor's exposure in siting and screening the project's mechanical equipment
4. Place the dumpster on the lot or on the street in the middle of the site
5. Avoid blowing debris and accumulation of clutter
6. Cover the dumpster with a tarp bound by cord to contain dust and debris and to control unauthorized use of the dumpster
7. Park construction vehicles off-street if possible. Turn off engines unless operating other equipment
8. Place portable toilets away from property lines in less visible locations; arrange for regular service
9. Control dust with water and chutes
10. Avoid unnecessary damage to trees and landscaping