

**AMENDED AND RESTATED**  
**DENVER ARENA AGREEMENT**  
**INCLUDING**  
**BASKETBALL AND HOCKEY COMMITMENTS**  
**AGREEMENT**

\_\_\_\_\_, 2019

**AMENDED AND RESTATED DENVER ARENA AGREEMENT INCLUDING  
BASKETBALL AND  
HOCKEY COMMITMENTS**

THIS AMENDED AND RESTATED DENVER ARENA AGREEMENT INCLUDING BASKETBALL AND HOCKEY COMMITMENTS AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2019 (the "Effective Date"), by and among the following four parties (collectively, the "Parties"): (1) the CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of Article XX of the Colorado State Constitution (the "City" or "Denver"); (2) KROENKE ARENA COMPANY, LLC, a Colorado limited liability company (f/k/a *Ascent Arena Company, LLC*) ("Kroenke Arena"); (3) THE DENVER NUGGETS LIMITED PARTNERSHIP, a Delaware limited partnership ("Nuggets LP"); and (4) COLORADO AVALANCHE, LLC, a Colorado limited liability company ("Avalanche LLC").

**Recitals**

This Agreement is made with respect to the following facts.

A. Kroenke Arena owns and operates that certain private arena known as the Pepsi Center in the City. As of the Effective Date, the City owns title to land where the Pepsi Center and adjacent parking lots and land are located, as legally described on **Exhibit A** attached hereto (the "Land"). Kroenke Arena leases the Land from the City pursuant to that certain Ground Lease recorded on June 13, 2000, at Reception No. 200082088 (the "Ground Lease").

B. The Denver Nuggets is a professional basketball team in the National Basketball Association. The Denver Nuggets is owned and operated by Nuggets LP which holds a franchise relating to the team in the National Basketball Association. Pursuant to that certain Basketball User Agreement by and between Kroenke Arena and Nuggets LP executed on June 29, 1998 (the "Current Basketball User Agreement"), the Denver Nuggets is obligated to play its Home Basketball Games at the Pepsi Center.

C. The Colorado Avalanche is a professional hockey team in the National Hockey League. The Colorado Avalanche is owned and operated by Avalanche LLC which holds a franchise for the team in the National Hockey League. Pursuant to that certain Hockey User Agreement by and between Kroenke Arena and Avalanche LLC executed on June 29, 1998 (the "Current Hockey User Agreement"), the Colorado Avalanche is obligated to play its Home Hockey Games at the Pepsi Center. The Denver Nuggets and Colorado Avalanche are sometimes referred to individually as a "Team" and collectively, as the "Teams".

D. The City, Kroenke Arena, Nuggets LP and Avalanche LLC are parties to that certain Denver Arena Agreement dated November 12, 1997, recorded at Reception No. 9700171657, as amended by that certain Amendment to 1997 Denver Arena Agreement dated September 15, 1999, that certain Amendment to 1997 Denver Arena Agreement dated November 19, 1999, and that certain Amendment to 1997 Denver Arena Agreement dated June

28, 2000 (collectively, the "Arena Agreement"). The Arena Agreement includes, among other things, provisions regarding (i) the initial construction of Pepsi Center and Kroenke Arena's original conveyance of the Land to the City to secure performance obligations; (ii) certain financial covenants; (iii) specified City use rights and hosting requirements for the Pepsi Center; (iv) obligations to keep the Teams in the City for the "Term"; and (v) the City's obligation to convey the Land to Kroenke Arena at the expiration of the "Term" per the requirements of the Contribution Agreement (as such term is defined in Section 1.3). Under the Arena Agreement, the "Term" expires on June 30, 2023 (the "Current Term Expiration Date").

E. The Arena Agreement also includes provisions related to that certain Redevelopment Agreement by and between Kroenke Arena and Denver Urban Renewal Authority ("DURA") executed on \_\_\_\_\_, as evidenced by that certain Memorandum of Redevelopment Agreement dated \_\_\_\_\_, (the "Redevelopment Agreement"). Prior to the Effective Date, Kroenke Arena and DURA executed that certain Termination of Redevelopment Agreement acknowledging a release of the Redevelopment Agreement.

F. In accordance with the Arena Agreement, on the Current Term Expiration Date: (1) Kroenke Arena, Nuggets LP and Avalanche LLC is scheduled to be released from any and all contractual obligations with the City under the Arena Agreement, including the requirement that the Denver Nuggets must play their Home Basketball Games and the Colorado Avalanche must play their Home Hockey Games at the Pepsi Center, along with certain City use rights and hosting requirements at the Pepsi Center; (2) the Ground Lease will terminate; and (3) the City would be required to convey the Land to Kroenke Arena in accordance with the Contribution Agreement. Further, the Current Basketball User Agreement and Current Hockey User Agreement would also terminate on the Current Term Expiration Date.

G. The City desires to extend the Teams' obligations to remain in the City and maintain certain use rights at the Pepsi Center beyond the Current Term Expiration Date. Kroenke Arena, Nuggets LP and Avalanche LLC are willing to extend the Current Term Expiration Date in exchange for an early termination of the Ground Lease and conveyance of the Land to Kroenke Arena, and a release from certain financial covenants in accordance with the terms and conditions of this Agreement.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## SECTION 1

### Overview, Definitions and Term

1.1. **Form of Agreement and Effect.** This Agreement is intended to replace, amend and supersede in its entirety the Arena Agreement. Accordingly, the Arena Agreement is of no further force and effect and this Agreement shall govern all matters related to the Parties regarding the Pepsi Center, Denver Nuggets and Colorado Avalanche. The Parties intend, in accordance with the terms and provisions of this Agreement that the Nuggets LP shall be obligated to cause the Denver Nuggets to play its Home Basketball Games in the City for the Term (as defined in Section 1.4); and Avalanche LLC shall be obligated to cause the Colorado Avalanche to play its Home Hockey Games in the City for the Term. This Agreement is designed to recognize these intentions and sets forth the terms and conditions for performance by the Parties in the following sections:

**Section 1 - Overview, Definitions and Term**, describes the logic and approach of this Agreement, its constituent parts, the role of the exhibits to this Agreement and the effect of this Agreement on certain existing agreements. It also sets forth the meaning of the initially capitalized terms used in this Agreement and describes the term of this Agreement.

**Section 2 – General Terms and Conditions**, states general provisions regarding the Parties representations and warranties and the conveyance of the Land to Kroenke Arena.

**Section 3 – Team Commitments**, governs the rights and duties of the Parties relating to professional basketball and professional hockey activities. The Denver Nuggets or its predecessors have played and exhibited their home games at a City-owned facility since the team's inception in the 1960's as a franchise in the American Basketball Association. The Colorado Avalanche have played and exhibited their home games at McNichols since 1995 as a franchise in the National Hockey League. The Denver Nuggets shall be obligated to play its Home Basketball Games and the Colorado Avalanche shall be obligated to play its Home Hockey Games at the Pepsi Center and in the City in accordance with Section 3 and Section 4.

**Section 4 – Pepsi Center Covenants and Operational Matters**, sets out the rights and duties of the Parties concerning the covenants affecting the Pepsi Center set forth in this Agreement and other operational matters.

**Section 5 - Default and Remedies**, defines those events which will constitute a material breach of this Agreement and sets forth the Parties' various remedies.

1.2. **Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference as if fully set forth in this Agreement:

Exhibit A	Legal Description of Land
Exhibit B	Form of Ground Lease Termination

Exhibit C	Form of Quit Claim Deed
Exhibit D	Form of Amended and Restated Guaranty Agreement

1.3. **Definitions.** As used in this Agreement, the terms defined in this Section 1.3 shall have the following meanings unless the context otherwise requires:

**"Affiliate"** means, with respect to any Party, another party that directly or indirectly owns or controls, is owned or controlled by, or is under common control with, such Party. For purposes of this definition, one party "owns" another when it owns more than 50% of the equity interests in the other party, and one party "controls" another when it has the right to exercise more than 50% of the voting power of the other Party.

**"Amended and Restated Basketball User Agreement"** is defined in Section 3.4.1.

**"Amended and Restated Guaranty"** means the form of Amended and Restated Guaranty Agreement attached hereto as Exhibit D.

**"Amended and Restated Hockey User Agreement"** is defined in Section 3.4.2.

**"Amended and Restated User Agreements"** means, collectively, the Amended and Restated Basketball User Agreement and the Amended and Restated Hockey User Agreement.

**"Avalanche Statement"** is defined in Section 3.5.2.

**"Basketball Commitments"** is defined in Section 3.1.

**"Basketball Team"** means, collectively, the individuals employed by or under contract with Nuggets LP that comprise the player roster, as such roster exists from time to time during the Term, of the NBA-franchised professional basketball team operating in the City and County of Denver currently known as the "Denver Nuggets."

**"City Default"** is defined in Section 5.4.1.

**"Colorado Avalanche"** means the Colorado Avalanche.

**"Confidentiality Standards"** means the requirements regarding confidential information set forth in Section 2.13.

**"Consequential Damages"** is defined in Section 5.1.2.

**"Contribution Agreement"** means that certain Contribution Agreement executed by and between the City and Kroenke Arena dated June 13, 2000, pursuant to which the City is required to convey the Land to Kroenke Arena upon termination of the Ground Lease and the Arena Agreement.

**"Current Basketball User Agreement"** is defined in the Recitals.

**"Current Hockey User Agreement"** is defined in the Recitals.

**"Current User Agreements"** means, collectively, the Current Basketball User Agreement and the Current Hockey User Agreement.

**"Default"** is defined in Section 5.1.1.

**"Defaulting Party(ies)"** shall mean the Party or Parties (whether Kroenke Arena and/or either or both of the Team Owners) to which any Default is attributable.

**"Denver Nuggets"** means the Denver Nuggets.

**"DURA"** means the Denver Urban Renewal Authority.

**"Effective Date"** means the date set forth in the first paragraph of this Agreement, which is the date on which this Agreement was executed by the City's Mayor.

**"Environmental Indemnities Term"** is defined in Section 2.13.2.

**"Final Championship Basketball Games"** means any professional basketball games played between only two NBA-franchised professional basketball teams after the Play-Off Basketball Games, the win-loss record of which will determine which of the two teams will be the ultimate champion of the NBA for that NBA Season.

**"Final Championship Hockey Games"** means any professional hockey games played between only two NHL-franchised professional hockey teams after the Play-Off Hockey Games, the win-loss record of which will determine which of the two teams will be the ultimate champion of the NHL for that NHL Season.

**"Force Majeure Event"** means labor disputes, fire, unusual delay in transportation, adverse weather conditions that cannot reasonably be anticipated, utility shortages, construction material shortages, unavoidable casualties, acts of government where the government, though purporting to act in the course of its ordinary and customary procedures, imposes unreasonable delays or requirements which are beyond its authority or otherwise substantially inconsistent with its ordinary and customary procedures, or other causes beyond the reasonable control of a Party which by the exercise of reasonable efforts such Party is unable to overcome. However, Force Majeure Events shall specifically exclude any financing incapacibilities or burdens of the pertinent Party, the effect of laws and regulations, or a mere failure of performance by any agent or contractor of the pertinent Party.

**"Guaranties"** means the guaranties required pursuant to Section 2.17 and shall include any further guaranties made hereafter of any obligations of Kroenke Arena and/or the Team Owners.

**“Guaranty Agreement”** means that certain Guaranty Agreement by and between the City and E. Stanley Kroenke and Ann W. Kroenke, KMS Revocable Trust, KMA Stick, KMS Sports, KMN Ball, and KMC Center dated June 30, 2000.

**“Guarantors”** means collectively, E. Stanley Kroenke and Ann W. Kroenke, each an individual, KMS Revocable Trust, KMA Stick, KMS Sports, KMN Ball, KMN Ball NewCo, and KMC Center who will execute and deliver the Amended and Restated Guaranty in connection with the Conveyance.

**“Hockey Commitments”** is defined in Section 3.2.

**“Hockey Team”** means, collectively, the individuals employed by or under contract with Avalanche LLC that comprise the player roster, as such roster exists from time to time during the Term, of the NHL-franchised professional hockey team operating in the City and County of Denver currently known as the “Colorado Avalanche.”

**“Home Games”** means, collectively, Home Basketball Games and Home Hockey Games.

**“Home Basketball Games”** means (a) the NBA scheduled professional basketball games played by the Basketball Team during any Regular Basketball Season and of which Nuggets LP are permitted by the NBA to control selection of venue (which shall be approximately 50% of such Regular Basketball Season Games), and (b) any Play-Off Basketball Games or Final Championship Basketball Games played by the Basketball Team of which Nuggets LP are permitted by the NBA to control selection of venue.

**“Home Hockey Games”** means (a) the NHL scheduled professional hockey games played by the Hockey Team during any Regular Hockey Season and of which Avalanche LLC are permitted by the NHL to control selection of venue (which shall be approximately 50% of such Regular Hockey Season Games), and (b) any Play-Off Hockey Games or Final Championship Hockey Games played by the Hockey Team of which Avalanche LLC are permitted by the NHL to control selection of venue.

**“Indemnitor”** is defined in Section 2.11.

**“Indemnified Matter”** is defined in Section 2.11.

**“KMA Stick”** means KMA Stick, LLC, a Missouri limited liability company.

**“KMC Center”** means KMC Center, LLC, a Missouri limited liability company.

**“KMN Ball, LLC”** means KMN Ball, LLC, a Missouri limited liability company.

**“KMN Ball NewCo, LLC”** means KMN Ball, LLC, a Missouri limited liability company.

**"KMS Revocable Trust"** means KMS Revocable Trust, a Colorado revocable grantor trust.

**"KMS Sports, LLC"** means KMS Sports, LLC, a Missouri limited liability company.

**"NBA"** means the league of professional basketball teams of which Nuggets LP is now a member, the National Basketball Association, or its successor league.

**"NBA Franchise"** means and includes all of the rights, privileges and powers granted by the NBA to Nuggets LP, including, without limitation, the right to conduct major league professional basketball games in the City and County of Denver, State of Colorado, in accordance with the constitution and by-laws of the NBA now in effect or as changed during the term of this Agreement.

**"NHL"** means the league of professional hockey teams of which Avalanche LLC is now a member, the National Hockey League, or its successor league.

**"NHL Franchise"** means and includes all of the rights, privileges and powers granted by the NHL to Avalanche LLC, including, without limitation, the right to conduct major league professional hockey games in the City and County of Denver, State of Colorado, in accordance with the constitution and by-laws of the NHL now in effect or as changed during the term of this Agreement.

**"Nuggets Statement"** is defined in Section 3.5.1.

**"Parties"** is defined in the first paragraph of this Agreement. **"Party"** means any one of the Parties.

**"Pepsi Center Term"** is defined in Section 5.1.

**"Play-Off Basketball Games"** means any professional basketball games played by NBA-franchised professional basketball teams following the Regular Basketball Season but before the Final Championship Basketball Games, the win-loss record of which will be used by the NBA to determine which NBA-franchised professional basketball teams are eligible to play in any additional Play-Off Basketball Games or the Final Championship Basketball Games.

**"Play-Off Hockey Games"** means any professional hockey games played by NHL-franchised professional hockey teams following the Regular Hockey Season but before the Final Championship Hockey Games, the win-loss record of which will be used to determine which NHL-franchised professional hockey teams are eligible to play in any additional Play-Off Hockey Games or the Final Championship Hockey Games.

**"Regular Basketball Season"** means the period that includes all professional basketball games that are (a) played between NBA-franchised professional basketball teams, (b) that are played during an annual basketball season established by the NBA (a "NBA Season") according to a schedule established or approved by the NBA, and (c) the win-loss record of which



will be used by the NBA to determine which NBA-franchised professional basketball teams are eligible to compete in any Play-Off Basketball Games; but does not include the period during which any Play-Off Basketball Games or Final Championship Basketball Games are played.

**“Regular Basketball Season Game”** means any Home Basketball Game during the Regular Basketball Season.

**“Regular Hockey Season”** means the period that includes all professional hockey games that are (a) played between NHL-franchised professional hockey teams, (b) that are played during an annual hockey season established by the NHL (a “NHL Season”) according to a schedule established or approved by the NHL, and (c) the win-loss record of which will be used to determine which NHL-franchised professional hockey teams are eligible to compete in any Play-Off Hockey Games; but does not include the period during which any Play-Off Hockey Games or Final Championship Hockey Games are played.

**“Regular Hockey Season Game”** means any Home Hockey Game during the Regular Hockey Season.

**“Team Commitments”** is defined in Section 3.3.

**“Team Owners”** means, collectively, Nuggets LP and Avalanche LLC, and their permitted assigns hereunder.

**“Term”** is defined in Section 1.4

**“Title Company”** means Land Title Guarantee Company, 3033 East First Avenue, Suite 600, Denver CO 80206, Attention Tom Blake.

**“Quit Claim Deed”** means the form of Quit Claim Deed attached hereto as **Exhibit C**.

1.4. **Term.** Subject to Section 4, the term of this Agreement is considered to have commenced as of the Effective Date and shall expire on June 30, 2040 (the “Term”).

## **SECTION 2**

### **General Terms and Conditions**

2.1. **Representations of Kroenke Arena.** As of the Effective Date, Kroenke Arena represents to the other Parties as follows:

2.1.1 **Due Organization.** Kroenke Arena is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado. Kroenke Arena has the limited liability company power and authority to conduct its business as now conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Agreement, the Amended and Restated User Agreements, and each other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this

Agreement. The sole members of Kroenke Arena are KMC Center, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri; KMS Sports, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and Liberty Denver Arena, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The members of Kroenke Arena are duly qualified to transact business and are in good standing in the State of Colorado.

**2.1.2 Due Authorization; No Conflict.** This Agreement and each other agreement, instrument or document to be executed and delivered by Kroenke Arena in connection with this Agreement has been duly authorized by all necessary limited liability company action on the part of Kroenke Arena and the execution, delivery and performance thereof by Kroenke Arena do not, (i) require any approval of the members of Kroenke Arena or their respective officers, directors or shareholders or any approval or consent of any trustee or holder of any indebtedness or obligation of Kroenke Arena, other than such consents and approvals as have been obtained; (ii) contravene Kroenke Arena's articles of organization or operating agreement or any law or agreement binding on Kroenke Arena or its properties; or (iii) contravene or result in any breach of or constitute any default under, or result in the creation of any lien upon any property of Kroenke Arena under, any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Kroenke Arena is a party or by which Kroenke Arena or any of its properties is bound, which breach, default or lien could, individually or in the aggregate with all other such breaches, defaults and liens, have a material adverse effect on the ability of Kroenke Arena to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this Agreement.

**2.1.3 Consents.** All third party consents and approvals required in connection with the execution, delivery and performance by Kroenke Arena of this Agreement and each other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this Agreement have been obtained, given or made or will have been obtained, given or made prior to Kroenke Arena's execution of this Agreement or of such other agreements, instruments or documents, as the case may be.

**2.1.4 Enforceability.** This Agreement and each other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this Agreement constitutes the legal, valid and binding obligation of Kroenke Arena, enforceable against Kroenke Arena in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

**2.1.5 Litigation.** There is no action, suit or proceeding pending or, to the knowledge of Kroenke Arena, threatened against Kroenke Arena before or by any court, administrative agency or other governmental authority that challenges the validity or enforceability of, or that could have a material adverse effect on the ability of Kroenke Arena to perform its obligations

under, this Agreement or any other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this Agreement.

**2.1.6 No Defaults.** To Kroenke Arena's knowledge, no condition exists that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default by Kroenke Arena under any indenture, mortgage, loan agreement, lease or other material agreement or instrument to which Kroenke Arena is a party or by which it or any of its properties may be bound which individually or in the aggregate with all such events of default could have a material adverse effect on the ability of Kroenke Arena to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by Kroenke Arena pursuant to this Agreement.

**2.2. Representations of Nuggets LP.** As of the Effective Date, Nuggets LP represents to each of the other Parties as follows:

**2.2.1 Due Organization.** Nuggets LP is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. Nuggets LP have the partnership power and authority to conduct its business as now conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and each other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement. The sole general partner of Nuggets LP is KMN Ball NewCo, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Such general partner of Nuggets LP is duly qualified to transact business and in good standing in the State of Colorado. The sole limited partner of Nuggets LP is KMN Ball, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. The members of Nuggets LP are duly qualified to transact business and in good standing in the State of Colorado

**2.2.2 Due Authorization; No Conflict.** This Agreement and each other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement has been duly authorized by all necessary partnership action on the part of Nuggets LP and the execution, delivery and performance thereof by Nuggets LP do not (i) require any approval of the partners of Nuggets LP or their respective officers, directors or shareholders or any approval or consent of any trustee or holder of any indebtedness or obligation of Nuggets LP, other than such consents and approvals as have been obtained; (ii) contravene Nuggets LP's partnership agreement or any law or agreement binding on Nuggets LP or its properties; or (iii) contravene or result in any breach of or constitute any default under, or result in the creation of any lien upon any property of Nuggets LP under, the NBA Franchise, or any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Nuggets LP are a party or by which Nuggets LP or any of its properties are bound, which breach, default or lien could, individually or in the aggregate with all other such breaches, defaults and liens, have a material adverse effect on the ability of Nuggets LP to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement.

2.2.3 **Consents.** All third party consents and approvals required in connection with the execution, delivery and performance by Nuggets LP of this Agreement and each other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement, including, without limitation, any consent or approval required of the NBA, have been obtained, given or made or will have been obtained, given or made prior to Nuggets LP's execution of this Agreement or thereof, as the case may be.

2.2.4 **Enforceability.** This Agreement and each other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement constitutes, or, when executed and delivered by Nuggets LP, will constitute, the legal, valid and binding obligation of Nuggets LP, enforceable against Nuggets LP in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

2.2.5 **Litigation.** There is no action, suit or proceeding pending or, to the knowledge of Nuggets LP, threatened against Nuggets LP before or by any court, administrative agency or other governmental authority that challenges the validity or enforceability of, or that could have a material adverse effect on the ability of Nuggets LP to perform its obligations under, this Agreement or any other agreement, instrument or document to be executed and delivered by Nuggets LP pursuant to this Agreement.

2.2.6 **No Defaults.** To Nuggets LP's knowledge, no condition exists that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default by Nuggets LP under the NBA Franchise or any indenture, mortgage, loan agreement, lease or other material agreement or instrument to which Nuggets LP is a party or by which it or any of its properties may be bound which individually or in the aggregate with all such events of default could have a material adverse effect on the ability of Nuggets LP to perform its obligations under this Agreement or any other agreement, instrument or document to be executed by Nuggets LP on or before the Effective Date.

2.2.7 **NBA Franchise.** The NBA Franchise is in full force and effect and is solely owned by Nuggets LP.

2.3. **Representations of Avalanche LLC.** As of the Effective Date, Avalanche LLC represents to each of the other Parties as follows:

2.3.1 **Due Organization.** Avalanche LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado. Avalanche LLC has the limited liability company power and authority to conduct its business as now conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and each other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement. The sole member of Avalanche LLC is KMA Stick, LLC

a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is duly qualified to transact business and in good standing in the State of Colorado.

**2.3.2 Due Authorization; No Conflict.** This Agreement and each other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement has been duly authorized by all necessary limited liability company action on the part of Avalanche LLC and has been duly executed and delivered by Avalanche LLC, and the execution, delivery and performance thereof by Avalanche LLC do not (i) require any approval of the members of Avalanche LLC or their respective officers, directors or shareholders or any approval or consent of any trustee or holder of any indebtedness or obligation of Avalanche LLC, other than such consents and approvals as have been obtained; (ii) contravene Avalanche LLC's articles of organization or operating agreement or any law or agreement binding on Avalanche LLC or its properties; or (iii) contravene or result in any breach of or constitute any default under, or result in the creation of any lien upon any property of Avalanche LLC under, the NHL Franchise or any indenture, mortgage, loan agreement, lease or other agreement or instrument to which Avalanche LLC are a party or by which Avalanche LLC or any of its properties are bound, which breach, default or lien could, individually or in the aggregate with all other such breaches, defaults and liens, have a material adverse effect on the ability of Avalanche LLC to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement.

**2.3.3 Consents.** All third party consents and approvals required in connection with the execution, delivery and performance by Avalanche LLC of this Agreement and each other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement, including, without limitation, any consent or approval required of the NHL, have been obtained, given or made or will have been obtained, given or made prior to Avalanche LLC's execution of this Agreement or thereof, as the case may be.

**2.3.4 Enforceability.** This Agreement and each other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement constitutes legal, valid and binding obligation of Avalanche LLC, enforceable against Avalanche LLC in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

**2.3.5 Litigation.** There is no action, suit or proceeding pending or, to the knowledge of Avalanche LLC, threatened against Avalanche LLC before or by any court, administrative agency or other governmental authority that challenges the validity or enforceability of, or that could have a material adverse effect on the ability of Avalanche LLC to perform its obligations under, this Agreement or any other agreement, instrument or document to be executed and delivered by Avalanche LLC pursuant to this Agreement.

**2.3.6 No Defaults.** To Avalanche LLC's knowledge, no condition exists that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event

of default by Avalanche LLC under the NHL Franchise or any indenture, mortgage, loan agreement, lease or other material agreement or instrument to which Avalanche LLC is a party or by which it or any of its properties may be bound which individually or in the aggregate with all such events of default could have a material adverse effect on the ability of Avalanche LLC to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by Avalanche LLC on or before the Effective Date.

**2.3.7 NHL Franchise.** The NHL Franchise is in full force and effect and is solely owned by Avalanche LLC.

**2.4. Representations of the City.** As of the Effective Date, the City represents to each of the other Parties as follows:

**2.4.1 Due Organization.** The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Colorado. The City has the municipal power and authority to conduct its business as now conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and each other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement.

**2.4.2 Due Authorization; No Conflict.** This Agreement and each other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement has been duly authorized by all necessary municipal action on the part of the City and has been duly executed and delivered by the City, and the execution, delivery and performance thereof by the City do not (i) require any approval of the Mayor, Auditor or Board of Councilmen of the City or any approval or consent of any trustee or holder of any indebtedness or obligation of the City, other than such consents and approvals as have been obtained; (ii) contravene the City's charter or any law binding on the City or its properties; or (iii) contravene or result in any breach of or constitute any default under, or result in the creation of any lien upon any property of the City under, any indenture, mortgage, loan agreement, lease or other agreement or instrument to which the City is a party or by which the City or any of its properties is bound, which breach, default or lien could, individually or in the aggregate with all other such breaches, defaults and liens, have a material adverse effect on the ability of the City to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement. The representations contained in this Section 2.4.2 do not include any representation regarding the issuance of permits, the approval of zoning matters, or other ordinary and customary approval powers.

**2.4.3 Consents.** There are no third-party consents and approvals required in connection with the execution, delivery and performance by the City of this Agreement and each other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement.

**2.4.4 Enforceability.** This Agreement and each other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement constitutes, or,

when executed and delivered by the City, will constitute, the legal, valid and binding obligation of the City, enforceable against the City in accordance with the respective terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

**2.4.5 Litigation.** There is no action, suit or proceeding pending or, to the knowledge of the City, threatened against the City before or by any court, administrative agency or other governmental authority that questions the validity or enforceability of, or that could have a material adverse effect on the ability of the City to perform its obligations under, this Agreement or any other agreement, instrument or document to be executed and delivered by the City pursuant to this Agreement.

**2.4.6 No Defaults.** To the City's knowledge, no condition exists that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default by the City under any indenture, mortgage, loan agreement, lease or other material agreement or instrument to which the City is a party or by which it or any of its properties may be bound which individually or in the aggregate with all such events of default could have a material adverse effect on the ability of the City to perform its obligations under this Agreement or any other agreement, instrument or document to be executed and delivered by the City on to this Agreement.

**2.5. Conveyance Date.** The Conveyance will take place two business days after the last of the following events to occur, but no event later than July 31, 2019 (the "Conveyance Date"):

**2.5.1 NHL and NBA Approval.** Kroenke Arena, Nuggets LP and Avalanche LLC deliver to the City written confirmation that the NHL and NBA have consented to such Parties' execution of this Agreement.

**2.5.2 Sewer Easements.** Upon Kroenke Arena confirming, at its sole cost, the location of any public sewer facilities within the Land that are not currently the subject of an easement encumbering the Land ("Sewer Lines"), Kroenke Arena shall provide such information to the City, including the as-built drawings. If it is determined there are Sewer Lines across the Land, then Kroenke Arena shall grant a permanent, non-exclusive easement right to the City on the Land for the Sewer Lines which will be granted via the current City easement form (the "Sewer Easements").

**2.6. Conveyance.** On the Conveyance Date, the following will occur:

**2.6.1 Kroenke Arena, Nuggets LP and Avalanche LLC.** Kroenke Arena, Nuggets LP and Avalanche LLC will deliver to the City a copy of the executed Amended and Restated User Agreements and deliver to the Title Company executed Nuggets Statements and Avalanche Statements required pursuant to Section 3.5.1 and Section 3.5.2. In addition, Kroenke Arena will deliver to the Title Company one counterpart original to the Termination of Ground Lease, one counterpart original for the Sewer Easement, and one original, fully executed Amended and

Restated Guaranty Agreement. Kroenke Arena, Nuggets LP and Avalanche LLC will deliver to the City an estoppel certificate stating, to the best of responding Party's knowledge without a duty to investigate, there is no default under the Arena Agreement from the period commencing as of the effective date of the Arena Agreement until the Conveyance Date.

**2.6.2 City.** The City will deliver to the Title Company one counterpart original Termination of Ground Lease, one original Quit Claim Deed and one counterpart original for the Sewer Easements. The City will deliver to Kroenke Arena an estoppel certificate stating, to the best of the City's knowledge without a duty to investigate, there is no default under the Arena Agreement from the period commencing as of the effective date of the Arena Agreement until the Conveyance Date.

**2.6.3 Recordation.** The Title Company shall be instructed by all Parties that upon satisfaction of this Section 2.5, the Title Company shall record (i) in the real property records of the City: (a) the Termination of Ground Lease; (b) the Quit Claim Deed; and (c) the Sewer Easements; and (ii) in the applicable records required pursuant to Section 3.5.1 and Section 3.5.2:(i) the Nuggets Statements; and (ii) Avalanche Statements.

**2.6.4 Conveyance Fees.** Kroenke Arena will pay the following fees related to the Conveyance: (i) all fees imposed by the Title Company to complete the Conveyance; (ii) all fees associated with the title insurance policy issued in favor of Kroenke Arena; (iii) all fees associated with surveying work performed in connection with the Sewer Easements; and (iv) all recording fees for any document required to be recorded hereunder.

**2.7. Notices.** All notices, demands or other communications required or permitted to be given under this Agreement shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon, local time of the recipient, on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to the City, to:

Mayor  
City and County of Denver  
City and County Building  
1437 Bannock Street  
Denver, Colorado 80202

With a copy to:

City Attorney's Office  
City and County of Denver  
City and County Building



1437 Bannock Street  
Denver, Colorado 80202

If to Kroenke Arena, to:

C/O Kroenke Sports & Entertainment  
1000 Chopper Circle  
Denver, Colorado 80204  
Attention: Bruce Glazer, CFO & Stephen Stieneker, General Counsel

With a copy to:

Foster Graham Milstein & Calisher, LLP  
360 S. Garfield Street, Suite 600  
Denver, CO 80209  
Attention: David W. Foster

If to Nuggets LP, to:

C/O Kroenke Sports & Entertainment  
1000 Chopper Circle  
Denver, Colorado 80204  
Attention: Bruce Glazer, CFO & Stephen Stieneker, General Counsel

With a copy to:

Foster Graham Milstein & Calisher, LLP  
360 S. Garfield Street, Suite 600  
Denver, CO 80209  
Attention: David W. Foster

If to Avalanche LLC, to:

C/O Kroenke Sports & Entertainment  
1000 Chopper Circle  
Denver, Colorado 80204  
Attention: Bruce Glazer, CFO & Stephen Steineker, General Counsel

With a copy to:

Foster Graham Milstein & Calisher, LLP  
360 S. Garfield Street, Suite 600  
Denver, CO 80209  
Attention: David W. Foster

or to such other address or such other person as any Party shall designate to the other Parties for such purpose in the manner set forth in this Section 2.5.

## **2.8. Construction of this Agreement.**

**2.8.1 Colorado Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Colorado, the Charter of the City and County of Denver, and the ordinances enacted pursuant to the Charter, without regard to any statute or other rule of law providing for a different choice of law.

**2.8.2 Section Headings.** The section headings are inserted in this Agreement only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular section of this Agreement to which they refer.

**2.8.3 Amendment.** This Agreement, together with the exhibits attached to it, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment to this Agreement shall have any force or effect whatsoever, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties, and no alterations, amendments or modifications of this Agreement shall be valid unless executed by an instrument in writing by the Parties with the same formality as this Agreement. Neither this Agreement, nor any term of this Agreement, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no prior, contemporaneous or subsequent oral agreement shall have any validity whatsoever.

**2.8.4 Time.** Time is of the essence of this Agreement.

**2.8.5 Binding Effect.** Subject to the provisions of Section 4, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective permitted successors and assigns.

**2.8.6 No Partnership.** Nothing in this Agreement shall make, or be construed to make, the City or any of the other Parties a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the Parties to this Agreement or referred to in this Agreement. Nothing in this Agreement shall make, or be construed to make, the Design Professionals, the Construction Contractors, or any other agents, employees or contractors of or engaged by, through or under Kroenke Arena or either of the Team Owners, an agent, employer or contractor of the City.

**2.8.7 No Construction Against Drafting Party.** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement, or any of its provisions, have been prepared by a particular Party.

**2.8.8 Singular or Plural.** Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

**2.8.9 No Third-Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the express Parties to this Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person other than the express Parties to this Agreement receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**2.8.10 Reasonableness of Consent or Approval.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of any Party to this Agreement, such Party shall be entitled to consider governmental policy, regulatory rules, regulations, guidelines, and written policies, moral and ethical standards as well as business and economic considerations.

**2.8.11 Jurisdiction and Venue.** Any and all actions at law or in equity which may be brought by any Party or Parties against any other or others under or in connection with this Agreement shall be brought only in the Colorado State District Court in the Second Judicial District in the City and County of Denver, without regard to any statute or other rule of law providing for a different choice of forum.

**2.9. No Discrimination in Employment.** In connection with the performance of obligations under this Agreement, Kroenke Arena shall not refuse to hire, to discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, military status, national origin or ancestry, gender, gender identity or gender expression, marital status, sexual orientation, or physical or mental disability.

**2.10. Laws, Permits and Taxes.**

**2.10.1 Permits, Taxes and Liens.** Each of Kroenke Arena, Nuggets LP and Avalanche LLC shall procure and keep current any permits and licenses (municipal, state or federal) required for the conduct of its business under this Agreement. Kroenke Arena, Nuggets LP and Avalanche LLC shall each pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, permit fees, municipal liens, levies, exercises or imposts, whether general or special, or ordinary or extra-ordinary, of every name, nature, and kind whatsoever, including, without limitation, all governmental charges of whatsoever name, nature, or kind which may be levied, assessed, charged or imposed upon or with respect to, or which may become a lien or charge against, its respective interest in, to or under this Agreement. All Parties reserve whatever rights they may otherwise have to protest such imposts.

**2.10.2 City Not Liable.** The City shall not be liable to Kroenke Arena for any violation, or non-observance of, or non-compliance with, any laws, ordinances, orders, directives, rules,

regulations, licenses or permits by Kroenke Arena, Nuggets LP, Avalanche LLC or by any tenant, concessionaire, or other person at the Pepsi Center (other than City employees) or any other venue where the Teams play as permitted by this Agreement.

**2.11. Appropriation of City Council.** Any and all financial obligations of the City under and pursuant to this Agreement or any other instruments or documents contemplated by this Agreement are subject to prior annual appropriations of monies expressly made by the Board of Councilmen of the City for the purposes of this Agreement or such other instruments or documents and paid thereto into the Treasury of the City and County of Denver. All Parties acknowledge that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**2.12. Force Majeure.** In the event a Party is rendered wholly or partially unable to carry out its obligations under this Agreement due to a Force Majeure Event, such Party shall give notice and provide the full particulars of such Force Majeure Event to the other Parties as soon as is reasonably possible after the occurrence of the causes relied on. The obligations of the Parties, in so far as they are affected by such Force Majeure Event, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected Party shall use good faith and reasonable efforts to remedy the Force Majeure Event in a reasonable manner. However, it is agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure Event shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

### **2.13. Indemnities.**

#### **2.13.1 General Indemnities.**

(a) **Kroenke Arena.** Kroenke Arena agrees to protect, defend, indemnify and hold harmless the City and its officers, employees, consultants, agents, and assigns from and against any and all damages, claims, demands, liens (including, without limitation, mechanics' and materialmen's liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation), and liabilities of any kind or nature whatsoever suffered or incurred by or threatened or asserted against any of them as a result of, arising out of, or in connection with (i) the tortious act, negligence or breach of this Agreement by Kroenke Arena or any of its agents, employees or contractors; or (ii) any action, event, circumstance or condition occurring on or about the Pepsi Center during or prior to expiration of the Pepsi Center Term; provided, however, that such indemnification obligation shall not apply to the extent that any matter for which indemnification is sought under this Agreement was caused solely by the negligent act of or breach of this Agreement by the City or any of its agents, employees or contractors acting within the scope of their authority.

(b) **Nuggets LP.** Nuggets LP agrees to protect, defend, indemnify and hold harmless the City and its officers, employees, consultants, agents, and assigns from and against any and all damages, claims, demands, liens (including, without limitation, mechanics' and materialmen's liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation), and liabilities of any kind or nature whatsoever suffered or incurred by or threatened or asserted against any of them as a result of, arising out of, or in connection with the tortious or negligent action or breach of this Agreement by Nuggets LP or any of its agents, employees or contractors; provided, however, that such indemnification obligation shall not apply to the extent that any matter for which indemnification is sought under this Agreement was caused solely by the negligent act of or breach of this Agreement by the City or any of its agents, employees or contractors acting within the scope of their authority.

(c) **Avalanche LLC.** Avalanche LLC agrees to protect, defend, indemnify and hold harmless the City, its employees, consultants, agents, and assigns from and against any and all damages, claims, demands, liens (including, without limitation, mechanics' and materialmen's liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation), and liabilities of any kind or nature whatsoever suffered or incurred by or threatened or asserted against any of them as a result of, arising out of, or in connection with the tortious act, negligence or breach of this Agreement by Avalanche LLC or any of its agents, employees or contractors; provided, however, that such indemnification obligation shall not apply to the extent that any matter for which indemnification is sought under this Agreement was caused solely by the negligent act of or breach of this Agreement by the City or any of its agents, employees or contractors acting within the scope of their authority.

2.13.2 **Environmental.** Commencing from the date the Ground Lease was executed until the date the Ground Lease Termination is executed (the "Environmental Indemnities Term"), the following provisions apply:

(a) **Indemnity.** Kroenke Arena agrees to protect, defend, indemnify and hold harmless the City and its officers, employees, consultants, agents, and assigns from and against any and all damages, claims, demands, liens (including, without limitation, mechanics' and materialmen's liens and claims), losses, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and other expenses of litigation), administrative proceedings, lawsuits, investigations, response or removal actions, corrective actions, fines, penalties, charges, response costs, removal costs, expert or consultant fees and costs and liabilities of any kind or nature whatsoever suffered or incurred by or threatened or asserted against any of them as a result of, arising out of, or in connection with (i) any Environmental Claim with respect to the Land; and (ii) the actual or alleged presence of Hazardous Materials on or about the Land (collectively, the "Environmental Matters"), regardless of when such environmental matters arise (and including, without limitation, those arising prior to the Term) so long as such Environmental Claim was present during the Environmental Indemnities Term.

(b) **Notices from Kroenke Arena.** Kroenke Arena will advise the City in writing immediately upon learning of any of the following that would be covered during the Environmental Indemnities Term: (i) any pending or threatened Environmental Claim against Kroenke Arena or the Land; (ii) any condition or occurrence on the Land that occurred that (A) results in material noncompliance with any applicable Hazardous Materials Laws, or (B) could reasonably be anticipated to form the basis of an Environmental Claim against Kroenke Arena, the City or the Land; and (iii) the taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Materials on the Land (other than in accordance with the a remediation plan that was in existence prior to the Effective Date). Each such notice shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Kroenke Arena's response thereto. In addition, Kroenke Arena will provide the City with copies of all communications to or from Kroenke Arena and any governmental agency relating to Hazardous Materials Laws and the Land, all communications to or from Kroenke Arena and any person relating to Environmental Claims (other than communications that are subject to the attorney-client privilege of Kroenke Arena and its own counsel or the attorney work product privilege applicable to work of Kroenke Arena's counsel, provided in either case such counsel is not also representing the City pursuant to Section 2.13.4), and such detailed reports of any Environmental Claim as may be requested by the City.

(c) **Obligations Absolute and Waivers.** Kroenke Arena unconditionally waives any defense to the enforcement of this Section 2.13.2 (except if the Environmental Claim did not arise during the Environmental Indemnities Term), including, without limitation: (a) all notices and formalities to which Kroenke Arena may be entitled, except as specifically provided for in this Agreement; (b) any right to require the City to pursue any other remedy whatsoever; and (c) to the extent permitted by law, any right to assert against the City any legal or equitable defense, counterclaim, set off or crossclaim which Kroenke Arena may now or at any time or times hereafter have against the City or any other Party.

(d) **No Waiver.** Kroenke Arena's obligations under this Section 2.13.2 shall in no way be impaired, reduced or released by reason of the City's omission or delay to exercise any right described in this Agreement or in connection with any notice, demand, warning or claim regarding violations of any Hazardous Materials Laws governing the Land.

**2.13.3 Defense Obligations.** The City shall promptly notify the Party obligated to indemnify the City pursuant to any provision of this Section 2.14 (an "Indemnitor") of any matter against which such Indemnitor has indemnified the City under this Agreement (an "Indemnified Matter") and for which the City seeks indemnification. Unless and until in the City's good faith judgment a conflict of interest exists between the City and such Indemnitor with respect to such Indemnified Matter, the Indemnitor shall assume the burden and expense of defending, with counsel selected by the Indemnitor and reasonably acceptable to the City, all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the Indemnified Matter. However, to the extent the City in good faith determines that a conflict of interest exists between the City and the Indemnitor requiring separate representation or that the Indemnitor or its counsel is not prosecuting the

defense with reasonable diligence, each. Indemnitor agrees that in any action, suit or proceeding brought against the City, the City may be represented by counsel of its choice without affecting or otherwise impairing such Indemnitor's indemnity(ies) under this Agreement and, to the extent fees and disbursements of the City's counsel are reasonably incurred in protecting the City's interest, to pay such fees and disbursements. The City agrees that it will not settle or otherwise compromise any such action, suit or proceeding without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. If, without obtaining the prior written consent in writing of all Indemnitors, the City compromises or otherwise settles an Indemnified Matter, whether or not legal proceedings have been commenced, such compromise or settlement shall not be binding upon any Indemnitor which has not so consented. Each Indemnitor also agrees that it will not settle or compromise such action, suit or proceeding without the City's prior written consent which consent shall not be unreasonably withheld. Each Indemnitor shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of any Indemnified Matter for which it has indemnified the City under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of any such Indemnified Matter. In the event that such payment is not made, the City, at its sole discretion, may proceed to file suit against the Indemnitor to compel such payment.

**2.13.4 Payment of City's Expenses.** If the City retains counsel pursuant to Section 2.13.3 or to enforce an Indemnitor's obligations under this Section 2.13, then all of the reasonable attorneys' fees arising from the services of such counsel and all related expenses and court costs shall be payable by the Indemnitor within 30 days after demand, provided, however, that in the case of counsel retained to enforce the obligations of an Indemnitor under this Section 2.14, such Indemnitor shall not be required to pay such fees and related expenses and costs if the City does not prevail in its effort to obtain

**2.13.5 Survival.** The provisions of this Section 2.14 shall survive any termination of this Agreement and remain fully enforceable thereafter with respect to any events occurring or liabilities accruing prior to the date of termination.

#### **2.14. Assignment.**

**2.14.1 Nuggets LP.** Nuggets LP may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the City, unless (i) the NBA shall have agreed to such assignment or delegation and shall have notified the City of its approval; (ii) Nuggets LP shall assign the NBA Franchise to the proposed assignee simultaneously with the assignment of Nuggets LP's rights under this Agreement; (iii) Nuggets LP shall assign the Amended and Restated Basketball User Agreement to the proposed assignee simultaneously with the assignment of Nuggets LP's rights under this Agreement and Kroenke Arena has approved such assignment of the Basketball User Agreement; (iv) such assignee has expressly assumed in writing and agreed to perform all of the obligations of Nuggets LP hereunder; and (v) such assignee has amended its organizational documents in accordance with the requirements of Section 3.5.1. It is expressly understood that any financing obtained by Nuggets LP shall not

be considered an assignment under this Section 2.14 so long as the terms of Section 3.5.1 are complied with in connection with such financing.

**2.14.2 Avalanche LLC.** Avalanche LLC may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the City, unless (i) the NHL shall have agreed to such assignment or delegation and shall have notified the City of its approval; (ii) Avalanche LLC shall assign the NHL Franchise to the proposed assignee simultaneously with the assignment of Avalanche LLC's rights under this Agreement; (iii) Avalanche LLC shall assign the Amended and Restated User Agreement to the proposed assignee simultaneously with the assignment of rights under this Agreement and Kroenke Arena has approved such assignment of the Hockey User Agreement; (iv) such assignee has expressly assumed in writing and agreed to perform all of the obligations of Avalanche LLC hereunder; and (v) such assignee has amended its organizational documents in accordance with the requirements of Section 3.5.2. It is expressly understood that any financing obtained by Avalanche LLC shall not be considered an assignment under this Section 2.14 so long as the terms of Section 3.5.2 are complied with in connection with such financing.

**2.14.3 Kroenke Arena.** Kroenke Arena may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld; provided, however, that reasonable grounds for withholding consent shall include, without limitation, (i) the proposed assignee's insufficient financial capacity to perform Kroenke Arena's obligations under this Agreement (or the proposed assignee's and any proposed guarantor's collective insufficient financial capacity, if the proposed assignment will include the addition of a new, or replacement of an existing, guarantor of Kroenke Arena's obligations under this Agreement); or (ii) the proposed assignee's insufficient business experience to perform Kroenke Arena's obligations under this Agreement and all related instruments and documents, as reasonably determined by the City in good faith. Notwithstanding anything in this Section 2.14.3 to the contrary, Kroenke Arena may assign this Agreement without the City's prior written consent to any Affiliate of Kroenke Arena, a Team Owner or a current member or partner of Kroenke Arena, Nuggets LP or Avalanche LLC (provided that such assignment may not be effected by merely transferring ownership or other interests within Kroenke Arena). Kroenke Arena and the City consent to venue in the Federal District Court for the State of Colorado for disputes arising with respect to whether the City has reasonably withheld its consent under this Section 2.14.3.

**2.14.4 City.** The City may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Kroenke Arena, which consent will not be unreasonably withheld.

**2.14.5 Deemed Assignment.** For purposes of this Section 2.13, any sales or other transactions, which in the aggregate, convey or transfer any majority ownership interest or voting or management control in Kroenke Arena or either of the Team Owners shall be deemed an "assignment" pursuant to this Section 2.14.



**2.14.6 Assumption.** No assignment otherwise permitted under this Section 2.14 shall be effective unless and until the proposed assignee has assumed in writing all of the obligations of the assigning Party under this Agreement and agreed to be bound by all of the terms, covenants and conditions in this Agreement contained on the part of the assigning Party with like force and effect as though such assignee had been originally named as a Party under this Agreement. An assignment permitted under Section 2.14.1, 2.14.2 or 2.14.3 shall serve to release the Party making such assignment from its obligations under this Agreement at such time as the assignment becomes effective, except that such assigning Party shall remain liable for its respective obligations under this Agreement which accrue or arise prior to such assignment becoming effective. However, in the case of any permitted assignment by Kroenke Arena under Section 2.14.3 which does not require the City's consent, Kroenke Arena shall not be so released, but instead shall remain primarily and jointly and severally liable, along with the assignee, for the obligations of Kroenke Arena hereunder (whether accruing before or after the assignment).

**2.14.7 Other Provisions.** Any consent by any Party to any one assignment shall not be construed as a consent by such Party to any further assignment, and each such further assignment shall be subject to any requirements for such Party's consent in accordance with the terms and conditions of this Section 2.14.7 Any attempted assignment in violation of this Section 2.14 shall, at any non- assigning Party's election, be void, unenforceable and of no legal effect and shall constitute a default under this Agreement.

**2.15. Confidential Information.** If any documents submitted by any Party to the City are deemed by such party to be confidential business data, trade secrets, or otherwise not subject to public disclosure, such party shall be required to clearly mark the documents as "Confidential" prior to delivering or making them available to the City. If the City receives a request for the production or disclosure of documents so marked, it will decline disclosure; provided, however, that if any action has commenced against the City under the Colorado Open Public Records Act or otherwise seeking to compel production or disclosure of the documents, the party asserting the confidentiality of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold the City harmless from any costs, damages, penalties and other consequences of the City's refusal to disclose or produce such documents.

**2.16. Compliance with Laws; Prohibited Uses.** Kroenke Arena, Nuggets LP, Avalanche LLC, and their officers, agents, servants, employees, and any other persons over which they have control or right of control shall comply with all present and future laws, charter provisions, ordinances, orders, directives, rules and regulations of the United States of America, State of Colorado, and the City and County of Denver applicable to or affecting directly or indirectly their operations and activities on of in connection with the Pepsi Center. In no event during the Pepsi Center Term shall Kroenke Arena use or permit the use of any portion of the Pepsi Center for any "adult amusement or entertainment" as defined in Section 59-2 of the City's Revised Municipal Code.

**2.17. Guaranty.** Simultaneously with the execution of this Agreement, Guarantors shall execute and deliver to the City the Amended and Restated Guaranty pursuant to which it shall

fully and unconditionally guarantee the performance of all of Kroenke Arena's, Nuggets LP's and Avalanche LLC's obligations under this Agreement throughout the Term.

2.18. **Relationship of the Parties.** Nothing in the Agreement shall be construed or deemed to create a partnership or joint venture or principal-agent or employment relationship between each Party and any other Party, and the agents, employees or contractors of each Party shall not be deemed to be agents, employees or contractors of any other Party.

2.19. **No Merger.** No provision of this Agreement shall be deemed to merge with any estate or interest in real property created or conveyed at the Conveyance.

2.20. **Severability.**

2.20.1 **General.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby to the fullest extent that the intent of the parties hereto can be carried out absent such provision.

2.20.2 **Material Terms.** In the event that any term or provision of this Agreement is found, by a court of final jurisdiction after all appeal rights, if exercised, have been exhausted, to be void, illegal or unenforceable, and such provision, if found to be void, would deprive a Party of a material and substantial aspect or part of its benefit of the bargain, then for a period of 180 days after such finding the Parties shall in good faith negotiate to determine whether they can agree upon a replacement provision which would not be void, illegal and unenforceable. In the event that the parties are unable to agree on a replacement provision within 180 days after such determination of voidability, illegality or unenforceability, then the Parties shall request the court making such determination to also include as part of its order a replacement provision so the Agreement may be amended accordingly.

2.21. **Attorney's Fees.** In any action to construe or enforce the terms and conditions of this Agreement, the prevailing Party in such action, and in any appeals taken therefrom, shall be entitled to recover, as part of such legal action or litigation, the prevailing Party's costs and expenses, including reasonable attorney's fees and court costs. Each Party's rights in this regard shall be cumulative with other recoveries permitted such Party under the other provisions hereof.

2.22. **Examination of Records.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Kroenke Arena, Nuggets LP and Avalanche LLC, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

2.23. **Estoppel Certificates.** Each Party (the “responding Party”) covenants and agrees to execute, acknowledge and deliver to another Party, upon such Party’s written request (the “requesting Party”), a written statement certifying that this Agreement is unmodified (or, if modified, stating the modifications) and in full force and effect; stating, to the best of responding Party’s knowledge, whether or not the requesting Party is in breach or default in any respect under this Agreement (and if so, specifying the nature of the breach or default); and setting forth the status of such other matters as the requesting Party may reasonably designate in writing.

2.24. **Police Powers.** Nothing in this Agreement shall impair or limit the City’s exercise of its police powers.

2.25. **Recording.** Subject to Section 4, this Agreement will be recorded against the Land in the real property records of the Clerk and Recorder for the City.

### **SECTION 3 Basketball and Hockey Commitments**

3.1. **Basketball Commitments.** The “Basketball Commitments” means, collectively, the following obligations which must be satisfied during the Term in accordance with Section 4.1, with the requirement to specifically be satisfied at the Pepsi Center during the Pepsi Center Term:

3.1.1 **Home Basketball Games.** Nuggets LP shall exhibit and cause the Basketball Team to play all Home Basketball Games pursuant to the Amended and Restated Basketball User Agreement with all such games to be exhibited by Nuggets LP under a name and style approved by the NBA, provided that such name and style shall not include or display the name of any municipality or governmental jurisdiction other than “Denver” or “Colorado.”

3.1.2 **Maintain NBA Franchise in Denver.** Nuggets LP shall keep and maintain the NBA Franchise in the City and County of Denver and no other place or places whatsoever, for any period whatsoever (except that Nuggets LP may have operations outside of the City and County of Denver); maintain the NBA Franchise and its membership in the NBA in good standing and hold and maintain the NBA Franchise and any other rights to play NBA-sanctioned professional basketball in Denver; and not do or suffer anything to be done which could cause the NBA Franchise or such other rights to be lost, impaired or diminished in any material respect or moved away from Denver.

3.1.3 **Maintain Basketball Team.** Nuggets LP shall maintain the Basketball Team as a basketball team of the character and standing required by the NBA rules for the conduct of professional basketball. Nuggets LP shall not make any agreement, the performance of which would give rise to a breach of Section 3.1.1 or 3.1.2.

3.2. **Hockey Team Commitments.** The “Hockey Commitments” means, collectively, collectively, the following obligations must be during the Term in accordance with Section 4.1, with the requirement to specifically be satisfied at the Pepsi Center during the Pepsi Center Term:

**3.2.1 Home Hockey Games** Avalanche LLC shall keep and maintain the NBA Franchise in the City and County of Denver and no other place or places whatsoever, for any period whatsoever (except that Avalanche LLC may have operations outside of the City and County of Denver); maintain the NHL Franchise and its membership in the NHL in good standing and hold and maintain the NHL Franchise and any other rights to play NHL-sanctioned professional hockey in Denver; and not do or suffer anything to be done which could cause the NHL Franchise or such other rights to be lost, impaired or diminished in any material respect or moved away from Denver.

**3.2.2 Maintain NHL Franchise in Denver.** Avalanche LLC shall keep and maintain the NHL Franchise in the City and County of Denver and no other place or places whatsoever, for any period whatsoever (except that Avalanche LLC may have operations outside of the City and County of Denver); maintain the NHL Franchise and its membership in the NHL in good standing and hold and maintain the NHL Franchise and any other rights to play NHL-sanctioned professional hockey in Denver; and not do or suffer anything to be done which could cause the NHL Franchise or such other rights to be lost, impaired or diminished in any material respect or moved away from Denver.

**3.2.3 Maintain Hockey Team.** Avalanche LLC shall maintain the Hockey Team as a hockey team of the character and standing required by the NHL rules for the conduct of professional hockey. Avalanche LLC shall not enter into any agreement, the performance of which would give rise to a breach of Section 3.2.1 or 3.2.2.

**3.3. Team Commitments.** The "Team Commitments" means, collectively, the Basketball Commitments and the Hockey Commitments, and a "Team Commitment" means either of the Team Commitments. Kroenke Arena, Nuggets LP and Avalanche LLC recognize that the presence of the NBA Franchise and the NHL Franchise in the City and County of Denver are rights of the City that are vested with a public interest and that loss of the presence of either or both of such Franchises in Denver would constitute an irreparable harm that is not adequately compensable by money damages. Kroenke Arena shall be obligated to enforce the performance, satisfaction and discharge of the Team Commitments by each Team Owner, and Kroenke Arena shall be jointly and severally liable along with each Team Owner for all damages and liabilities that may arise in connection with any breach thereof (including any Consequential Damages).

**3.4. Amended and Restated User Agreements.**

**3.4.1 Amended and Restated Basketball User Agreement.** On the Conveyance Date, Nuggets LP and Kroenke Arena will execute the Amended and Restated Basketball User Agreement, which contain the Basketball Commitments and deliver a copy to the City.

**3.4.2 Amended and Restated Hockey User Agreement.** On the Conveyance Date, Avalanche LLC and Kroenke Arena will execute the Amended and Restated Hockey User Agreement, which contain the Hockey Commitments and deliver a copy to the City.

### **3.4.3 Requirements.**

(a) The City has been provided copies of the form of Amended and Restated User Agreements that will be executed on the Conveyance Date in accordance with Section 2.5. The City will be provided 15 days prior written notice of any proposed material modifications to an Amended and Restated User Agreement. The Team Owner shall not enter into such modification during such 15-day period or if the City objects to such User Agreement or modification pursuant to this Section 3.4.3(a). The City may give written objection to such Amended and Restated User Agreement or modification during such 15-day period only if the same would (i) vitiate, limit or impair the Team Commitments; (ii) set forth any provisions that would prevent or materially interfere with continuous operations of the Pepsi Center during the Pepsi Center Term by Kroenke Arena (or successors); and (iii) grant the Team Owner any rights or interests which would be in direct contravention of any of the City's rights and interests hereunder.

**3.4.4 User Agreements; Relationship with Team Commitments.** If any Amended and Restated User Agreement is terminated or rendered unenforceable for any reason whatsoever, such termination or unenforceability shall not in any respect terminate or impair the Team Commitments, it being intended that the Team Commitments be facilitated by but also be independent of the Amended and Restated User Agreements. In the case of any such termination of an Amended and Restated User Agreement, the Team Commitments shall remain fully enforceable against Kroenke Arena and/or the Team Owners by the City. Notwithstanding any breach or default by Kroenke Arena under either of the Amended and Restated User Agreements, if a lender or its successor cures such default, or is diligently prosecuting such cure, then the Team Owner that is a party to such User Agreement shall not terminate it. If any lender (or its foreclosure purchaser) succeeds to Kroenke Arena's interests in the Pepsi Center during the Pepsi Center Term, Kroenke Arena and the Team Owners agree that such successor shall also automatically succeed to Kroenke Arena's interests under the Amended and Restated User Agreements. Any Amended and Restated User Agreement will not be terminated without the City's prior written consent. If the City or any lender (or its foreclosure purchaser) ever succeeds to Kroenke Arena's interests in the Pepsi Center, during the Pepsi Center Term, at a time when either Amended and Restated User Agreement has been terminated without the City's written consent, such successor at its election may require a reinstatement of the User Agreement on terms substantially similar to those in effect before the termination, and in any case neither the City nor the lender shall have any obligation to cure a default under an Amended and Restated User Agreement.

### **3.5. Team Owners' Organizational Documents.**

**3.5.1 Nuggets LP Partnership Agreement.** Nuggets LP limited partnership agreement shall continue to include the following restrictions:

(a) The NBA Franchise shall not be conveyed, assigned or otherwise transferred, and no lender shall foreclose upon Nuggets LP or otherwise acquire an interest in the NBA Franchise, unless and until (i) the transferee or lender or successor to lender's interest

assumes and agrees to continue to perform the Basketball Commitments commencing upon the effective date of such transfer, and (ii) the transferee or lender or successor to Lender's interest has amended its organizational documents (*e.g.*, articles of incorporation in the case of a corporation, partnership agreement in the case of a partnership, and operating agreement in the case of a limited liability company) to include the restrictions and provisions of this Section 3.5.1 (a), 3.5.1 (b), 3.5.1 (c) and 3.5.1 (d).

(b) Nuggets LP shall not make any contract or agreement the performance of which would give rise to or entail a breach of the Basketball Commitments.

(c) Any contract made, or any conveyance, assignment or transfer of the NBA Franchise which does not comply with the terms of this Section 3.5.1 shall be void and of no effect; the other party under any such contract shall not have any right to enforce such contract, and the transferee under any such conveyance, assignment or transfer shall not be considered to be or entitled to the protections afforded a bona fide purchaser for any purpose or to any extent whatsoever; and the City shall be entitled to a temporary restraining order, on ex parte application to prevent, and preliminary and permanent injunctive relief to set aside, any such contract, conveyance, assignment or transfer.

(d) The restrictions required by Sections 3.5.1 (a), 3.5.1 (b), 3.5.1 (c) and 3.5.1 (d) shall not be amended or repealed without the consent of the City.

Notice of the limitations and requirements under this Section 3.5.1 shall be made by Nuggets LP and delivered to the Title Company for recording as required pursuant to Section 2.5 in the central records of Colorado, Missouri and Delaware (each a "Nuggets Statement", collectively, the "Nuggets Statements"). The Nuggets Statements shall expressly state that they do not evidence any secured debt of Nuggets LP or other pertinent party or any security interest of the City in the property or assets of Nuggets LP or any other pertinent party. It is expressly understood that throughout the Term, the notice of the limitations and requirements under this Section 3.5.1 shall be remade by Nuggets LP in the event of a reorganization or assignment permitted hereunder and shall be delivered to the City for recording in the central records of any jurisdiction where Nuggets LP may be reorganized or where any such successor or assign may be organized or reorganized. In addition to the remedies set forth in Section 5.1.2 hereof, the City shall have the remedies recited in Section 3.5.1(c) above.

**3.5.2 Avalanche LLC's Operating Agreement.** Avalanche LLC shall continue to include the following restrictions:

(a) The NHL Franchise shall not be conveyed, assigned or otherwise transferred, and no lender shall foreclose upon Avalanche LLC or otherwise acquire an interest in the NHL Franchise, unless and until (i) the transferee or lender or successor to lender's interest assumes and agrees to continue to perform the Hockey Commitments commencing upon the effective date of such transfer, and (ii) the transferee or lender or successor to lender's interest has amended its organizational documents (*e.g.*, articles of incorporation in the case of a corporation, partnership agreement in the case of a partnership, and operating agreement in the

case of a limited liability company) to include the restrictions and provisions of this Section 3.5.2 (a), 3.5.2 (b), 3.5.2 (c) and 3.5.2 (d).

(b) Avalanche LLC shall not make any contract or agreement the performance of which would give rise to or entail a breach of the Hockey Commitments.

(c) Any contract made, or any conveyance, assignment or transfer of the NHL Franchise which does not comply with the terms of this Section 3.5.2 shall be void and of no effect; the other party under any such contract shall not have any right to enforce such contract, and the transferee under any such conveyance, assignment or transfer shall not be considered to be or entitled to the protections afforded a bona fide purchaser for any purpose or to any extent whatsoever; and the City shall be entitled to a temporary restraining order, on ex parte application to prevent, and preliminary and permanent injunctive relief to set aside, any such contract, conveyance, assignment or transfer.

(d) The restrictions required by Sections Section 3.5.2 (a), 3.5.2 (b), 3.5.2 (c) and 3.5.2 (d) shall not be amended or repealed without the consent of the City.

Notice of the limitations and requirements under this Section 3.5.2 shall be made by Avalanche LLC and delivered to the Title Company for recording as required pursuant to Section 2.5 in the central records of Colorado, Missouri and Delaware (each an "Avalanche Statement", collectively, the "Avalanche Statements"). The Avalanche Statements shall expressly state that they do not evidence any secured debt of Avalanche LLC or other pertinent party or any security interest of the City in the property or assets of Avalanche LLC or any other pertinent party. It is expressly understood that throughout the Term, the notice of the limitations and requirements under this Section 3.5.2 shall be remade by Avalanche LLC in the event of a reorganization or assignment permitted hereunder and shall be delivered to the City for recording in the central records of any jurisdiction where Avalanche LLC may be reorganized or where any such successor or assign may be organized or reorganized. In addition to the remedies set forth in Section 5.1.2 hereof, the City shall have the remedies recited in Section 3.5.2(c) above.

**3.5.3 Approval.** Each of the Team Owners shall give the City 15 days prior written notice of the terms and a copy of any amendment to its organizational documents that would affect or somehow relate to the Team Commitments or any obligations under this Agreement (together with a copy of its organization documents). The Team Owner shall not enter into or adopt such amendment during such 15-day period or if the City objects to such amendment pursuant to this Section 3.5.3. The City may give written objection to such amendment during such 15-day period only if such amendment does not contain the applicable restrictions set forth in Sections 3.5.1 or 3.5.2. In the case of a potential transferee or lender or successor to lender's interest of either of the Team Owners, such transferee or lender or successor to lender's interest shall give the City 15 days prior written notice of the terms and a copy of any amendment to its organizational documents (together with a copy of its organization documents) in order to contain the applicable restrictions set in Sections 3.5.1 or 3.5.2. The transferee or lender or successor to lender's interest shall not adopt such amendment during such 15-day period or if the City objects to such amendment pursuant to this Section 3.5.3. The City may give written

objection to such amendment during such 15-day period only if such amendment does not contain the applicable restrictions set forth in Sections 3.5.1 or 3.5.2. After such transfer, the transferee or lender or successor to lender's interest shall comply with the first sentence of this Section 3.5.3 with respect to any further amendments to the organizational documents of the transferee or lender or successor to lender's interest.

## SECTION 4

### **Pepsi Center Covenants and Operational Matters**

4.1. **Pepsi Center Term.** The Team Commitments shall be performed in the City until June 30, 2040. In addition, subject to Force Majeure, all Team Commitments must be performed at the Pepsi Center until June 30, 2030 (the "Pepsi Center Term"). Upon expiration of the Pepsi Center Term, Kroenke Arena may elect, in its sole discretion, to perform all obligations under this Agreement at a comparable arena facility to the Pepsi Center that is located within the City so long as such arena is located west of Highway 225.

4.2. **Quality of Management, Operations and Advertising.** Kroenke Arena shall own, operate, maintain and manage the Pepsi Center Facility as a private arena facility.

4.3. **City's Use Rights.** During the Pepsi Center Term, the City shall have the right to use the Pepsi Center for any governmental and civic functions designated by the City for up to five days each calendar year, without the payment of any rental, license or use fees or remuneration. The five days shall be apportioned for any partial calendar year within the Term. Kroenke Arena may require the City's designated users of the Pepsi Center Facility to pay for any actual out of pocket costs (such as personnel costs for parking control, ticket sales and collections and ushers) incurred in connection such use. The City shall give Kroenke Arena at least 60 days prior written notice of the City's desire to schedule a function at the Pepsi Center pursuant to this Section 4.3. The City's use of the Pepsi Center Facility shall be subject to any prior scheduled events and any Home Basketball Games or Home Hockey Games.

4.4. **High School Sports Tournaments.** Upon request during the Pepsi Center Term, Kroenke Arena will accommodate and host, at the Pepsi Center, the Colorado State High school basketball tournament and other high school sporting tournaments and events traditionally held at the Pepsi Center, subject to any prior scheduled events and any Home Basketball Games or Home Hockey Games. Kroenke Arena shall host those events on terms which are economically feasible for conducting such tournaments and events.

4.5. **Traffic, Parking and Air Quality.** Kroenke Arena shall mitigate traffic, parking and air quality impacts created by the use and operation of the Pepsi Center in accordance with the Traffic and Parking Management Plan submitted by Ascent Arena, and subject to the City's approval, as required current zoning approvals governing the Land.



#### **4.6. Facilities Development Admissions Tax.**

4.6.1 As a privately owned and operated facility, the Pepsi Center is not subject to the City's Facility Development Admissions tax.

4.6.2 The City covenants not to sue or take any other administrative or judicial action against, or assert any claim against, Kroenke Arena alleging that the City's Facility Development Admissions tax applies to the Pepsi Center.

**4.7. Pepsi Center Covenants and Termination.** All of the obligations set forth in this Section 4 and any other provision set forth in this Agreement regarding the Pepsi Center during the Pepsi Center Term shall be considered to touch and concern the Land and shall collectively be referred to herein as the "Pepsi Center Covenants". It is expressly understood that upon the expiration of the Pepsi Center Term, the Pepsi Center Covenants shall terminate and no longer affect or encumber the Land whatsoever even if Kroenke Arena, Nuggets LP and Avalanche LLC elect to perform the Team Commitments at the Pepsi Center after the Pepsi Center Term for all or any portion of the remainder of the Term. Such expiration and release of the Pepsi Center Covenants upon expiration of the Pepsi Center Term shall occur automatically without the necessity to execute any additional documentation to effectuate or acknowledge the same. Nothing in this Section 4.6 shall be construed to release, amend or otherwise change or alter Kroenke Arena, Nuggets LP and Avalanche LLC's obligations throughout the remainder of the Term or any other provision of this Agreement that does not affect the Pepsi Center specifically.

**4.8. Insurance, Damage or Destruction.** Kroenke Arena will maintain customary insurance policies for the Pepsi Center for a private arena facility at commercial standard amounts to ensure performance of the obligations under this Agreement. In the event of damage or destruction resulting from a casualty, during the Pepsi Center Term, to the Pepsi Center, Kroenke Arena shall give prompt written notice to the City. Following the casualty, Kroenke Arena shall, in good faith, diligently rebuild the Pepsi Center on the Land. Within a reasonable time after such casualty, Kroenke Arena will provide the City with anticipated construction schedule and completion date. If Kroenke Arena determines its impractical to rebuild, Kroenke Arena shall notify the City immediately of how it will honor the Team Commitments within the City at a comparable facility for the remainder of the Term. So long as Kroenke Arena complies with this Section 4.7, upon request, the City will promptly provide a termination of the Pepsi Center Covenants in the event the Pepsi Center is not rebuilt.

**4.9. Condemnation.** If the Land is subject to a material condemnation by the State of Colorado and such condemnation reasonably prevents the operation of the Pepsi Center from holding Home Basketball Games and Home Hockey Games, then the Pepsi Center Covenants will be considered automatically terminated and of no further force and effect and Kroenke Arena will use commercial reasonable efforts to secure a substitute arena to continue to fulfill its obligations hereunder for the remainder of the Term.

**SECTION 5**  
**Default and Remedies**

**5.1. Default.**

**5.1.1 Default.** Each of the following shall constitute a "Default":

(a) There shall arise any breach or default of any of the Team Commitments during the Term.

(b) There shall occur any material breach or default of any representations and warranties hereunder of Kroenke Arena or either Team Owner during the Term, provided that if such breach or default is of a nature that the same is susceptible of being cured, the cure period under Section 5.1.1 (e) shall be applicable thereto.

(c) Any dissolution, liquidation or termination affecting Kroenke Arena, either Team Owner or any Guarantor; the making by Kroenke Arena, either Team Owner or any Guarantor of any assignment or general arrangement for the benefit of creditors; the filing by or against Kroenke Arena, either Team Owner or any Guarantor of a petition to have such party adjudged as bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of an involuntary filing or petition, the same is dismissed within 90 days after the filing thereof); the appointment of a trustee or receiver to take possession of all of Kroenke Arena's assets constituting or located at the Pepsi Center during the Pepsi Center Term or of any material portion of the assets of any Guarantor or either Team Owner (unless, in the case of an involuntary appointment, the same is dismissed within 90 days after the appointment arises); or the attachment, execution or other judicial seizure of substantially all of the assets of Kroenke Arena constituting or located at the Pepsi Center during the Pepsi Center Term, or of any material portion of the assets of any Guarantor or either Team Owner where such seizure is not discharged within 90 days.

(d) Kroenke Arena or either Team Owner shall make an assignment of its rights and interests hereunder in violation of Section 2.14 hereof.

(e) Kroenke Arena or either Team Owner fails to perform, observe or discharge any of their respective obligations under this Agreement, other than those subsumed within Sections 5.1.1(a) above to Section 5.1.1(d) above, inclusive, that are required to be performed, observed or discharged during the Term, and such failure continues for 30 days after notice from the City to Kroenke Arena, or, if such failure cannot be cured by the payment of money and cannot reasonably be cured within such 30-day period, the Defaulting Party or Parties do not commence to cure such failure within such 30-day period or thereafter fail to diligently pursue such cure to completion. However, in any event, the cure period shall terminate at any time that the subject breach or default becomes incurable or that the cure efforts prove to be futile.

**5.1.2 City's Remedies.** If a Default occurs, the City may exercise one or more of the following remedies:

(a) The City may seek specific performance of any provision of this Agreement that the Defaulting Party has failed to perform, damages, or both, or any other legal or equitable remedy. Without limitation on the generality of the foregoing, Kroenke Arena and the Team Owners specifically acknowledge and agree that, because of the rights and interests described in Section 5.3, any breach of the Team Commitments would cause the City irreparable harm, which harm would not be adequately addressed by damages or other remedies available at law, and consequently specific performance or other form of equitable relief for such breach is an essential remedy for the City. In the event of such a breach of any Team Commitments, the City may declare a Default and the City additionally will be entitled to recover any and all of its actual damages (including consequential damages) as may be proved in court, which may include, but are not limited to, the following damages which are reasonably foreseeable with respect to or otherwise flow as a natural consequence from such breach of any Team Commitments (collectively "Consequential Damages"):

(i) All costs and liabilities incurred by the City to acquire, for the benefit of the City and County of Denver, new franchises from the NBA and/or NHL to replace the departed Basketball Team and/or Hockey Team, as the case may be, or incurred by the City to assist or facilitate such acquisition in favor of a proposed third party franchisee that the City finds acceptable, which costs and liabilities may, without limitation, include, if incurred by the City in good faith to acquire or facilitate the acquisition of such new franchises.

(ii) All costs, expenses and liabilities incurred by the City in securing a or other arena facility and otherwise furnishing benefits, concessions or, facilities in order to further and promote the grant of such replacement franchises and/or to attract potential franchisees that will undertake to acquire the replacement franchises.

(iii) Losses of sales taxes and other revenues suffered by the City and arising directly or indirectly from any breach of any Team Commitments.

Kroenke Arena acknowledges and agrees that it shall be jointly and severally obligated and liable with each Team Owner for that Team Owner's performance and observance of its Team Commitment, and in the event either Team Owner commits any breach of its Team Commitment, Kroenke Arena and that Team Owner shall be jointly and severally liable for all obligations in connection therewith, including, without limitation, joint and several liability for any resulting Consequential Damages.

**5.1.3 Remedies Cumulative.** The City may also exercise all rights and remedies available to the City as provided under and all such remedies thereunder and hereunder shall be construed as cumulative with and not in lieu of one another. Any exercise of any such remedy shall not preclude the exercise of the same remedy at a later time or the contemporaneous or subsequent exercise of other remedies.

## **5.2. Miscellaneous Remedial Rights.**

**5.2.1 Remedial Costs.** For any Default hereunder, the City may recover from each Defaulting Party, and each Defaulting Party shall be obligated to pay upon demand, all of the City's reasonable attorneys' fees and other costs, expenses and liabilities incurred by the City in exercising or enforcing any of its rights and remedies hereunder or otherwise incurred in connection with the pertinent Default, regardless of the remedy or remedies pursued. The Defaulting Parties, if there are more than one, shall be jointly and severally liable for all such costs, expenses and liabilities.

**5.2.2 Enforcement of Guaranties.** The City may enforce the Guaranties made by the Guarantor and otherwise bring collection actions to recover sums owed under this Agreement, without being required to resort first to remedies against the Parties, , and pursue any other remedies now or hereafter available to the City at law or equity, whether statutory or under common law.

**5.3. The Public Interest.** The other Parties acknowledge and agree that in securing the covenants, agreements and undertakings of Kroenke Arena and the Team Owners under this Agreement, the City is and shall be acting on behalf of and is vested with the public rights and interests of the citizens of the City and County of Denver, in that it is essential to the preservation and betterment of the public welfare in interest that Kroenke Arena and the Team Owners observe, perform and discharge their obligations hereunder.

## **5.4. Remedies of Kroenke Arena, Nuggets LP and Avalanche LLC.**

**5.4.1 Default by City.** "City Default" means that the City fails to perform any of its obligations under this Agreement and such failure continues for 30 days after notice from Kroenke Arena and Nuggets LP to the City or, if such failure cannot be cured by the payment of money and cannot reasonably be cured in 30 days, the City fails to commence to cure such failure within such 30-day period or thereafter fails to diligently pursue such cure to completion. If a City Default occurs, then Kroenke Arena, Nuggets LP or Avalanche LLC, as specified below, may exercise one or more of the following remedies:

(a) Kroenke Arena, Nuggets LP and Avalanche LLC may seek damages, or an injunction to prohibit such City Default.

(b) Kroenke Arena may suspend the City's right to use or direct the use of the Pepsi Center pursuant to Section 4.3 until such City Default is cured.

The Remainder of This Page Left Blank

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the day and year first above written.

**CITY:**

**CITY AND COUNTY OF DENVER**

\_\_\_\_\_  
Michael B. Hancock, Mayor

**ATTEST:**

\_\_\_\_\_  
Debra Johnson, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

**APPROVED AS TO FORM:**  
**KRISTIN M. BRONSON, Attorney for**  
**the City and County of Denver**

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

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
City Controller

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

**KROENKE ARENA:**

KROENKE ARENA COMPANY, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
a \_\_\_\_\_ limited liability company,  
its Managing Member

By: \_\_\_\_\_  
James A. Martin, CEO

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as Manager of Kroenke Arena Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**NUGGETS LP:**

THE DENVER NUGGETS LIMITED PARTNERSHIP, a Delaware limited partnership

By its sole General Partner, KMN Ball NewCo, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
 Josh W. Kroenke, its President

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke, as President of KMN Ball NewCo, LLC, a Delaware limited liability company as sole General Partner of The Denver Nuggets Limited Partnership, a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**AVALANCHE LLC:**  
COLORADO AVALANCHE, LLC, a Colorado  
limited liability company  
I.R.S. Identification

By its Managing Member, KMA Stick, LLC, a  
Missouri limited liability company

By: \_\_\_\_\_  
Josh W. Kroenke, its President

STATE OF COLORADO )  
                                                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke, as President of KMA Stick, LLC a Missouri as the sole member of Colorado Avalanche, LLC, a Colorado limited liability Company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL 1

A PARCEL OF LAND BEING A PORTION OF BLOCKS 6, 34, 36, 37, 69, 70, 71, 253, 254, 255, 258, 259, 260, 261 AND 271, ALONG WITH ALL OF BLOCKS 35, 72, AND 262, ALONG WITH THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 72, WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS  $S39^{\circ}50'41''W$ , 2596.80 FEET; THENCE  $N30^{\circ}11'13''W$ , ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 72, 129.57 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE  $S59^{\circ}51'41''W$ , 240.20 FEET; THENCE  $S30^{\circ}08'44''E$ , 307.26 FEET TO THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED JANUARY 02, 1976 IN BOOK 1176 AT PAGE 200 UNDER RECEPTION NO. 002956 IN THE RECORDS OF DENVER COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

1)  $S07^{\circ}09'02''W$ , 36.07 FEET;

2)  $S03^{\circ}43'15''E$ , 65.76 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT CORRECTION QUIT CLAIM DEED RECORDED OCTOBER 28, 1988 UNDER RECEPTION NO. 326323 IN THE RECORDS OF SAID DENVER COUNTY:

THENCE  $S44^{\circ}57'12''W$ , ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 71.09 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 255; THENCE  $N30^{\circ}13'44''W$ , ALONG SAID SOUTHWESTERLY LINE, 24.20 FEET TO THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT DEED RECORDED OCTOBER 29, 1988 AT RECEPTION NO. 326320 AND 326321; THENCE  $S48^{\circ}26'04''W$ , ALONG SAID EXTENSION AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 367.67 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 258; THENCE  $N30^{\circ}13'55''W$ , ALONG SAID SOUTHWESTERLY BLOCK LINE, 101.75 FEET TO A POINT 10.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY FROM THE CENTERLINE OF TRACK 473, AS FORMERLY LOCATED AND OPERATED BY BURLINGTON NORTHERN, INC.; THENCE

**ALONG A LINE PARALLEL WITH SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:**

- 1) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 329.84 FEET, A CHORD BEARING OF N38°04'43"E AND A CENTRAL ANGLE OF 14°38'32", 84.29 FEET TO A POINT OF TANGENT;**
- 2) N30°45'27"E, ALONG SAID TANGENT, 90.28 FEET TO A POINT OF CURVE;**
- 3) ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 452.55 FEET AND A CENTRAL ANGLE OF 15°46'27", 124.59 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 258;**

**THENCE DEPARTING SAID PARALLEL LINE, N59°54'22"E, ALONG SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 64.12 FEET TO THE CENTERLINE OF VACATED 6TH STREET; THENCE N30°13'44"W, ALONG SAID CENTERLINE, 60.91 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE RANGE LINE IN SAID WAZEE STREET; THENCE CONTINUING ALONG SAID VACATED 6TH STREET CENTERLINE, N30°12'16"W, 258.68 FEET TO A POINT 41.00 FEET NORTHWESTERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 4 SAID BLOCK 259; THENCE S59°54'26"W, PARALLEL WITH SAID EXTENSION AND SAID LOT LINE, 188.55 FEET TO THE SOUTHWESTERLY LINE OF THE ALLEY IN SAID BLOCK 259; THENCE S30°12'51"E, ALONG SAID SOUTHWESTERLY LINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF LOT 10 SAID BLOCK 259; THENCE S59°54'26"W, PARALLEL WITH SAID LOT LINE, 25.00 FEET; THENCE S18°05'13"W, 12.75 FEET TO A POINT 24.50 FEET, AS MEASURED AT RIGHT ANGLES SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 10; THENCE S59°54'26"W, PARALLEL WITH SAID LOT LINE 97.52 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 259; THENCE N30°13'26"W, ALONG SAID SOUTHWESTERLY BLOCK LINE, 20.00 FEET; THENCE S59°46'34"W, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 5TH STREET; THENCE S30°13'26"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY LINE OF VACATED WAZEE STREET, 212.99 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE RANGE LINE IN VACATED WAZEE STREET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, S30°13'55"E, 21.00 FEET TO THE CENTERLINE OF SAID VACATED WAZEE STREET; THENCE S59°47'29"W, ALONG SAID CENTERLINE, 581.95 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1208.70 FEET, A CHORD BEARING N19°52'32"E AND A CENTRAL ANGLE OF 70°26'32", 1486.03 FEET TO A POINT 20.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 253; THENCE N59°54'30"E, PARALLEL WITH SAID NORTHWESTERLY**

LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 279.77 FEET TO THE INTERSECTION OF SAID EXTENDED PARALLEL LINE WITH THE RANGE LINE IN 7TH STREET; THENCE N59°53'16"E, PARALLEL WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF BLOCK 71 AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 71, 389.79 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 968.77, A CHORD BEARING N63°34'19"E AND A CENTRAL ANGLE OF 07°22'06". 124.59 FEET TO A POINT 28.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 70; THENCE N59°53'16"E, PARALLEL WITH SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 300.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1109.14 AND A CENTRAL ANGLE OF 12°54'06", 249.75 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 36; THENCE N59°53'16"E, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 75.68 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY EXTENSION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 35; THENCE N59°55'00" E. ALONG SAID SOUTHWESTERLY EXTENSION AND ALONG SAID NORTHWESTERLY LINE OF BLOCK 35, 165.04 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF N59°55'00"E AND A CENTRAL ANGLE OF 106°15'27", 92.73 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 35; THENCE N 59° 55' 00" E, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF BLOCK 35, 138.24 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK 6 BEING A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 78.62 FEET AND A CENTRAL ANGLE OF 73°31'52". 100.90 FEET TO A POINT OF TANGENT; THENCE S46°33'08"E, ALONG SAID TANGENT, 218.88 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 598.14 FEET, A CHORD BEARING S27°40'59"W AND A CENTRAL ANGLE OF 25°48'36", 269.44 FEET TO A POINT OF TANGENT; THENCE S14°46'41"W, ALONG SAID TANGENT, 132.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 45°06'35", 236.19 FEET TO A POINT OF TANGENT; THENCE S59°53'16"W, ALONG SAID TANGENT, 355.86 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING S02°47'25"E AND A CENTRAL ANGLE OF 167°26'35", 263.02 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET AS DEFINED IN DOCUMENT RECORDED AT RECEPTION NO. 880270318 IN THE RECORDS OF DENVER COUNTY; THENCE

**S30°15'39"E, ALONG SAID SOUTHWESTERLY LINE 125.10 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 69; THENCE S59°54'46"W, ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION OF SAID SOUTHEASTERLY LINE, 355.08 FEET TO THE NORTHEASTERLY CORNER OF A VACATED PARCEL SITUATED IN WAZEE STREET; THENCE ALONG THE PERIMETER OF SAID VACATED PARCEL THE FOLLOWING THREE (3) COURSES:**

- 1) S30°05'14"E, 11.00 FEET;**
- 2) S59°54'46"W, 178.00 FEET;**
- 3) N30°05'14"W, 11.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 72;**

**THENCE S59°54'46"W, ALONG SAID SOUTHEASTERLY LINE, 120.09 FEET TO THE POINT OF BEGINNING.**

**CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

#### **PARCEL 1A**

**A PARCEL OF LAND BEING A PORTION OF BLOCKS 5 AND 6 ALONG WITH A PORTION OF THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VACATED WEWATTA STREET WITH THE NORTHWESTERLY EXTENSION OF THE CENTERLINE OF VACATED 12TH STREET IN WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S36°24'32"W, 4628.78 FEET; THENCE S30°12'04"E, ALONG SAID EXTENSION AND SAID CENTERLINE OF VACATED 12TH STREET, 130.00 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 5; THENCE N59°55'00"E, PARALLEL WITH SAID EXTENSION AND SAID NORTHWESTERLY LINE, 82.83 FEET TO THE SOUTHWESTERLY LINE OF SPEER BOULEVARD RIGHT-OF-WAY AS DEFINED IN PARCELS 5B AND 5C OF THE SPEER VIADUCT REPLACEMENT PROJECT; THENCE S46°33'08"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 137.20 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, S44°53'56"W, 226.75 FEET; THENCE N46°33'08"W, 334.03 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VACATED WEWATTA STREET; THENCE**

**N59°55'00"E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 191.72 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1B**

**A PARCEL OF LAND BEING A PORTION OF THE VACATED ALLEY IN BLOCK 259, WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID ALLEY, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S29°48'16"W, 2138.19 FEET AND THE MOST EASTERLY CORNER OF LOT 9, SAID BLOCK 259 BEARS N30°12'51"W, 16.00 FEET; THENCE N30°12'51"W, ALONG SAID SOUTHWESTERLY LINE OF SAID ALLEY, 57.00 FEET TO A POINT 41.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4; THENCE DEPARTING SAID SOUTHWESTERLY LINE, N59°54'26"E, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE S30°12'51"E, ALONG SAID CENTERLINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4; THENCE S59°54'26"W, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1P**

**A PARCEL OF LAND BEING A PART OF WEST DENVER SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WEWATTA STREET AS DEFINED BY SAID WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S36°24'32"W, 4628.78 FEET; THENCE N59°55'00"E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 44.66 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD; THENCE S46°33'08"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 135.56 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEWATTA STREET; THENCE S59°55'00"W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 82.83 FEET TO THE CENTERLINE OF VACATED 12TH STREET AS VACATED BY ORDINANCE NO. 750, SERIES 1997; THENCE N30°12'04"W, ALONG SAID CENTERLINE AND THE**

**NORTHWESTERLY EXTENSION OF SAID CENTERLINE, 130.00 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1YW**

**A PARCEL OF LAND BEING A PART OF WAZEE STREET, WHICH PART HAS BEEN VACATED PURSUANT TO ORDINANCE NO. 980, SERIES OF 1999, RECORDED JANUARY 3, 2000, AT RECEPTION NO. 2000000239 AND ALSO RECORDED JANUARY 6, 2000, AT RECEPTION NO. 2000001727, SAID PART BEING BETWEEN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET LOCATED IN WEST DENVER A SUBDIVISION SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WAZEE STREET, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY AND COUNTY OF DENVER BY THAT QUIT CLAIM DEED RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 IN THE RECORDS OF SAID DENVER COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID QUIT CLAIM RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED BY THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THAT PARCEL DESCRIBED IN RECEPTION NO. R-89-0035163, SAID EXTENSION BEING A CURVE; THENCE SOUTHWESTERLY, ALONG SAID CURVE, ALONG SAID EXTENSION TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY LINE OF BLOCK 68, WEST DENVER; THENCE NORTHWESTERLY ON A LINE PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID BLOCK 68, 40.00 FEET TO THE CENTERLINE OF WAZEE STREET; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET. SAID RIGHT-OF-WAY LINE DEFINED BY A LINE CONNECTING THE MOST SOUTHERLY CORNER OF BLOCK 72, WEST DENVER WITH A POINT ON THE NORTHWESTERLY LINE OF BLOCK 73, WEST DENVER, SAID POINT BEING 24.10 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID BLOCK 73; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE MOST SOUTHERLY CORNER OF SAID BLOCK 72; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 72 TO THE MOST WESTERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 14, SERIES OF 1944 RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE 129; THENCE SOUTHEASTERLY, ALONG THE**



SOUTHWESTERLY LINE OF SAID PARCEL TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE MOST EASTERLY CORNER OF SAID PARCEL BEING ALSO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 6, SERIES OF 1944 RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE 130; THENCE CONTINUING NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL VACATED BY SAID ORDINANCE NO. 6, SERIES OF 1944 TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WAZEE STREET; THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

A REVOCABLE PERMIT TO ENCROACH WITH, AND TO OWN, OPERATE AND MAINTAIN, A PEDESTRIAN BRIDGE AND A MID SPAN SUPPORT AS GRANTED BY ORDINANCE 534, SERIES OF 1999, RECORDED SEPTEMBER 17, 1999, UNDER RECEPTION NO. 9900163971, OVER THE FOLLOWING PROPERTY:

PARCEL RPPB

A PARCEL OF LAND BEING A PART OF WEST DENVER SITUATED IN THE NORTHWEST ONE-QUARTER (NORTHEAST ONE-QUARTER OF RECORD IN ORDINANCE NO. 534, SERIES OF 1999) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WEWATTA STREET AS DEFINED BY SAID WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 29° 38' 02" W, 3660.94 FEET; THENCE N 59° 53' 16" E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 40.00 FEET; THENCE S 30° 07' 48" E, 108.00 FEET TO THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT "A" IN THAT SPECIAL WARRANTY DEED RECORDED DECEMBER 24, 1997 UNDER RECEPTION NO. 9700174332 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER; THENCE S 59° 53' 16" W, ALONG SAID SOUTHEASTERLY LINE, 40.00 FEET; THENCE N 30° 07' 48" W, 108.00 FEET TO THE POINT OF BEGINNING.

EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE AND USE OF AN OVERHEAD PEDESTRIAN BRIDGE, VEHICULAR PARKING AND OTHER PURPOSES GRANTED IN THAT CERTAIN BRIDGE, PARKING AND RECIPROCAL EASEMENT AGREEMENT MADE BETWEEN ELITCH GARDENS, L.P., THE DENVER NUGGETS LIMITED PARTNERSHIP, ASCENT ARENA COMPANY, LLC, AND ASCENT ARENA OPERATING COMPANY, LLC, AND RECORDED SEPTEMBER 24, 1999 AT RECEPTION NO. 9900167686. AND A SUPPLEMENT THERETO RECORDED DECEMBER 1, 1999, AT RECEPTION NO. 9900202667, OVER THE FOLLOWING PROPERTY:

**PARCEL 1E**

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33;  
THENCE N00°00'00"W ALONG THE WESTERLY LINE OF SAID SECTION 33 A DISTANCE OF 1204.77 FEET. WHENCE THE NORTHWEST CORNER OF SAID SECTION 33 BEARS N00°00'00"W A DISTANCE OF 4073.68 FEET;  
THENCE N90°00'00"E A DISTANCE OF 29.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER;  
THENCE N49°36'06"E A DISTANCE OF 35.80 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING N49°36'06"E A DISTANCE OF 51.12 FEET;  
THENCE N26°21'05"E A DISTANCE OF 128.35 FEET;  
THENCE N04°16'54"E A DISTANCE OF 1368.41 FEET;  
THENCE N05°26'41"E A DISTANCE OF 197.04 FEET;  
THENCE N07°02'50"E A DISTANCE OF 207.24 FEET;  
THENCE N13°02'14"E A DISTANCE OF 172.09 FEET;  
THENCE N20°14'48"E A DISTANCE OF 84.53 FEET;  
THENCE N33°05'46"E A DISTANCE OF 74.95 FEET;  
THENCE N58°25'50"E A DISTANCE OF 61.39 FEET;  
THENCE N78°24'04"E A DISTANCE OF 63.81 FEET;  
THENCE N65°09'07"E A DISTANCE OF 70.84 FEET;  
THENCE N46°12'20"E A DISTANCE OF 1027.02 FEET;  
THENCE ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 2082 AT PAGE 210, RECORDED JANUARY 4, 1980 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, AND AS FOUND AND MONUMENTED ON THE GROUND THE FOLLOWING TWO (2) COURSES:

1. S72°10'55"E A DISTANCE OF 31.77 FEET;
2. THENCE N81°52'30"E A DISTANCE OF 418.54 FEET;



THENCE S44°09'01"W A DISTANCE OF 332.74 FEET;  
THENCE S45°50'59"E A DISTANCE OF 374.17 FEET;  
THENCE N44°09'01"E A DISTANCE OF 377.40 FEET;  
THENCE N45°50'59"W A DISTANCE OF 100.00 FEET;  
THENCE S44°09'01"W A DISTANCE OF 297.40 FEET;  
THENCE N45°50'59"W A DISTANCE OF 194.17 FEET;  
THENCE N44°09'01"E A DISTANCE OF 356.15 FEET;  
THENCE ALONG SAID SOUTHERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN BOOK 2082 AT PAGE 210, RECORDED JANUARY 4, 1980  
IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S  
OFFICE AND AS FOUND AND MONUMENTED ON THE GROUND THE  
FOLLOWING TWO (2) COURSES:

1. N81°52'30"E A DISTANCE OF 4.26 FEET;
2. THENCE N47°16'06"E NON-TANGENT WITH THE FOLLOWING  
DESCRIBED CURVE A DISTANCE OF 276.55 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE OF PARCEL NO. PE-CC  
AS DESCRIBED IN RECEPTION NO. R-93-0008661, DATED JANUARY 21,  
1993, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE  
CITY AND COUNTY OF DENVER, COLORADO THE FOLLOWING TWO  
(2) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
CENTRAL ANGLE OF 03°56'35", A RADIUS OF 1123.24 FEET, A  
CHORD BEARING S40°53'31"E A DISTANCE OF 77.28 FEET, AND  
AN ARC DISTANCE OF 77.30 FEET;
2. THENCE N51°04'46"E ALONG A LINE RADIAL TO THE LAST AND  
FOLLOWING DESCRIBED CURVE A DISTANCE OF 35.00 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE  
SOUTHWESTERLY LINE OF PARCEL NO. PE-BB REV. AS DESCRIBED IN  
RECEPTION NO. R-93-0008661 DATED JANUARY 21, 1993 RECORDED IN  
THE CLERK AND RECORDER'S OFFICE, CITY AND COUNTY OF  
DENVER, COLORADO:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
CENTRAL ANGLE OF 11°00'32", A RADIUS OF 1158.24 FEET, A  
CHORD BEARING S33°24'58"E A DISTANCE OF 222.20 FEET, AND  
AN ARC DISTANCE OF 222.55 FEET;
2. THENCE S27°54'42"E TANGENT WITH THE LAST AND  
FOLLOWING DESCRIBED CURVE A DISTANCE OF 16.37 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT NON-  
TANGENT WITH THE FOLLOWING DESCRIBED CURVE HAVING  
A CENTRAL ANGLE OF 11°51'11", A RADIUS OF 1388.24 FEET, A  
CHORD BEARING S33°50'17"E A DISTANCE OF 286.68 FEET, AND  
AN ARC DISTANCE OF 287.19 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
CENTRAL ANGLE OF 06°36'58", A RADIUS OF 1671.36 FEET, A CHORD

BEARING  $S34^{\circ}41'42''W$  A DISTANCE OF 192.89 FEET, AND AN ARC DISTANCE OF 193.00 FEET;  
 THENCE  $S31^{\circ}23'13''W$  ALONG A LINE TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 311.92 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $28^{\circ}37'34''$ , A RADIUS OF 1128.08 FEET, A CHORD BEARING  $S45^{\circ}42'00''W$  A DISTANCE OF 557.77 FEET, AND AN ARC DISTANCE OF 563.61 FEET;  
 THENCE  $S60^{\circ}00'47''W$  ALONG A LINE TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 941.41 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $91^{\circ}47'02''$ , A RADIUS OF 1328.70 FEET, A CHORD BEARING  $S14^{\circ}07'16''W$  A DISTANCE OF 1908.09 FEET, AND AN ARC DISTANCE OF 2128.49 FEET;  
 THENCE  $S59^{\circ}47'29''W$  NON-TANGENT WITH THE LAST DESCRIBED CURVE AND ALONG THE NORTHWESTERLY LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL NO. E-5, RECORDED ON JANUARY 19, 1949 IN BOOK 6495, PAGE 373, CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE A DISTANCE OF 58.01 FEET;  
 THENCE ALONG THE NORTHEASTERLY LINE OF INTERSTATE HIGHWAY 25 THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $15^{\circ}49'36''$ , A RADIUS OF 256.00 FEET, A CHORD BEARING  $N50^{\circ}30'02''W$  A DISTANCE OF 70.49 FEET, AND AN ARC DISTANCE OF 70.71 FEET;
2. THENCE  $N58^{\circ}24'50''W$  TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 247.73 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $33^{\circ}33'38''$ , A RADIUS OF 193.00 FEET, A CHORD BEARING  $N41^{\circ}38'01''W$  A DISTANCE OF 111.44 FEET, AND AN ARC DISTANCE OF 113.04 FEET;
4. THENCE  $N24^{\circ}51'12''W$  TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 48.76 FEET;
5. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $19^{\circ}03'05''$ , A RADIUS OF 134.36 FEET, A CHORD BEARING  $N34^{\circ}22'45''W$  A DISTANCE OF 44.47 FEET, AND AN ARC DISTANCE OF 44.67 FEET;
6. THENCE  $N43^{\circ}54'17''W$  TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 47.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ALL THAT REAL PROPERTY WHICH LIES FROM AND ABOVE A HORIZONTAL PLANE DRAWN AT AN ELEVATION OF 5,190.00 FEET ABOVE SEA LEVEL, 1929 U.S.G.S. DATUM, AND WHICH

**IS BOUNDED BY AND LIES WITHIN THE BOUNDARY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S00°00'00"E A DISTANCE OF 5278.45 FEET;  
THENCE S60°06'11"E A DISTANCE OF 2307.45 FEET TO POINT C AS DESCRIBED IN THE ELITCH CIRCLE FEE PROPERTY ALSO BEING THE POINT OF BEGINNING;  
THENCE N44°09'01"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE DISTANCE OF 350.69 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°06'21". A RADIUS OF 1158.24 FEET, A CHORD BEARING S31°35'21"E A DISTANCE OF 103.18 FEET, AND AN ARC DISTANCE OF 103.21 FEET;  
THENCE S44°09'01"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 325.27 FEET;  
THENCE N45°50'59"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.**

**BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCELS 1, 1A, 1B, 1P, RPPB AND 1VW IS THE WEST LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DEFINED BY A 3.25" ALUMINUM CAP AND MONUMENT. LS 13155 AT THE SOUTHWEST CORNER OF SAID SECTION 33. AND BY A 2" BRASS DISK IN DRIVE PAN, LS 28668 AT THE NORTHWEST CORNER OF SAID SECTION 33, BEARING N00°00'00"E ASSUMED (FROM MERRICK & CO.), AND THE DESCRIPTIONS OF THOSE PARCELS WERE PREPARED BY DAVID L. STUFFLEBEAM UNDER THE SUPERVISION OF STEVEN A. DYNES. LS#24949, FOR AND ON BEHALF OF:**

**BENCHMARK SURVEYING  
2696 SOUTH COLORADO BLVD., SUITE 250  
DENVER, COLORADO 80222**

**EXHIBIT B**

**Form of Ground Lease Termination**

**TERMINATION OF GROUND LEASE**

This Termination of Ground Lease (this "Agreement"), is made into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the CITY AND COUNTY OF DENVER a municipal corporation organized and existing under and by virtue of Article XX of the Colorado State Constitution ("Landlord") and KROENKE ARENA COMPANY, LLC f/k/a ASCENT ARENA COMPANY, LLC ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties".

**RECITALS**

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement (Ground Lease) effective as of June 12, 2000, recorded at Reception No. 200082088 as amended (collectively, the "Lease Agreement"); and

WHEREAS, Tenant and Landlord desire to terminate the Lease Agreement as set forth herein.

**AGREEMENTS**

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the faithful performance thereof, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Accuracy of Recitals.** The Parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.
2. **Termination of Lease.** The Lease Agreement is hereby terminated and is of no further force or effect as of 11:59 PM on \_\_\_\_\_, 2019.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**\*\*\*\*\* SIGNATURES ON FOLLOWING PAGES \*\*\*\*\***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

**CITY:**

**CITY AND COUNTY OF DENVER**

\_\_\_\_\_  
Michael B. Hancock, Mayor

**ATTEST:**

\_\_\_\_\_  
Debra Johnson, Clerk and Recorder, Ex-  
Officio Clerk of the City and County of  
Denver

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristin M. Bronson, Attorney for the  
City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

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

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

**TENANT:**

**KROENKE ARENA COMPANY, LLC,  
a Colorado limited liability company**

**By: \_\_\_\_\_  
a \_\_\_\_\_ limited liability company,  
its Managing Member**

**By: \_\_\_\_\_  
James A. Martin, CEO**

**Exhibit C**

**Form of Quit Claim Deed**

After recording, return to:  
Kroenke Arena Company, LLC  
1000 Chopper Circle  
Denver, CO 80204

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** (this "Deed") is dated May \_\_, 2019, and is made by the CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of Article XX of the Colorado State Constitution (the "Grantor") and KROENKE ARENA COMPANY, LLC (the "Grantee"), whose legal address is 1000 Chopper Circle, Denver, Colorado 80204.

**WITNESS**, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the City and County of Denver, and State of Colorado, described as follows:

See attached **Exhibit A**

also known by street address as: 1000 Chopper Circle, City and County of Denver, Colorado.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's successors and assigns, forever.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

**GRANTOR:**

**CITY:**

CITY AND COUNTY OF DENVER

---

Michael B. Hancock, Mayor

**ATTEST:**

---

Debra Johnson, Clerk and Recorder, Ex-  
Officio Clerk of the City and County of  
Denver

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristin M. Bronson, Attorney for the  
City and County of Denver



**Schedule A**  
Legal Description

**PARCEL 1**

A PARCEL OF LAND BEING A PORTION OF BLOCKS 6, 34, 36, 37, 69, 70, 71, 253, 254, 255, 258, 259, 260, 261 AND 271, ALONG WITH ALL OF BLOCKS 35, 72, AND 262, ALONG WITH THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 72, WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS  $S39^{\circ}50'41''W$ , 2596.80 FEET; THENCE  $N30^{\circ}11'13''W$ , ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 72, 129.57 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE  $S59^{\circ}51'41''W$ , 240.20 FEET; THENCE  $S30^{\circ}08'44''E$ , 307.26 FEET TO THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED JANUARY 02, 1976 IN BOOK 1176 AT PAGE 200 UNDER RECEPTION NO. 002956 IN THE RECORDS OF DENVER COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1)  $S07^{\circ}09'02''W$ , 36.07 FEET;
- 2)  $S03^{\circ}43'15''E$ , 63.76 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT CORRECTION QUIT CLAIM DEED RECORDED OCTOBER 28, 1988 UNDER RECEPTION NO. 326323 IN THE RECORDS OF SAID DENVER COUNTY;

THENCE  $S44^{\circ}57'12''W$ , ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 71.09 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 255; THENCE  $N30^{\circ}13'44''W$ , ALONG SAID SOUTHWESTERLY LINE, 24.20 FEET TO THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED IN THAT DEED RECORDED OCTOBER 29, 1988 AT RECEPTION NO. 326320 AND 326321; THENCE  $S48^{\circ}26'04''W$ , ALONG SAID EXTENSION AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 367.67 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 258; THENCE  $N30^{\circ}13'55''W$ , ALONG SAID SOUTHWESTERLY BLOCK LINE, 101.75 FEET TO A POINT 10.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY FROM THE CENTERLINE OF TRACK 473, AS FORMERLY LOCATED AND OPERATED BY BURLINGTON NORTHERN, INC.; THENCE

**ALONG A LINE PARALLEL WITH SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:**

- 1) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 329.84 FEET, A CHORD BEARING OF N38°04'43"E AND A CENTRAL ANGLE OF 14°38'32", 84.29 FEET TO A POINT OF TANGENT;**
- 2) N30°45'27"E, ALONG SAID TANGENT, 90.28 FEET TO A POINT OF CURVE;**
- 3) ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 452.55 FEET AND A CENTRAL ANGLE OF 15°46'27", 124.59 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 258;**

**THENCE DEPARTING SAID PARALLEL LINE, N59°54'22"E, ALONG SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 64.12 FEET TO THE CENTERLINE OF VACATED 6TH STREET; THENCE N30°13'44"W, ALONG SAID CENTERLINE, 60.91 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE RANGE LINE IN SAID WAZEE STREET; THENCE CONTINUING ALONG SAID VACATED 6TH STREET CENTERLINE, N30°12'16"W, 258.68 FEET TO A POINT 41.00 FEET NORTHWESTERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 4 SAID BLOCK 259; THENCE S59°54'26"W, PARALLEL WITH SAID EXTENSION AND SAID LOT LINE, 188.55 FEET TO THE SOUTHWESTERLY LINE OF THE ALLEY IN SAID BLOCK 259; THENCE S30°12'51"E, ALONG SAID SOUTHWESTERLY LINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF LOT 10 SAID BLOCK 259; THENCE S59°54'26"W, PARALLEL WITH SAID LOT LINE, 25.00 FEET; THENCE S18°05'13"W, 12.75 FEET TO A POINT 24.50 FEET, AS MEASURED AT RIGHT ANGLES SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 10; THENCE S59°54'26"W, PARALLEL WITH SAID LOT LINE 97.52 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK 259; THENCE N30°13'26"W, ALONG SAID SOUTHWESTERLY BLOCK LINE, 20.00 FEET; THENCE S59°46'34"W, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 5TH STREET; THENCE S30°13'26"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND THE NORTHEASTERLY LINE OF VACATED WAZEE STREET, 212.99 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE RANGE LINE IN VACATED WAZEE STREET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, S30°13'55"E, 21.00 FEET TO THE CENTERLINE OF SAID VACATED WAZEE STREET; THENCE S59°47'29"W, ALONG SAID CENTERLINE, 581.95 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1208.70 FEET, A CHORD BEARING N19°52'32"E AND A CENTRAL ANGLE OF 70°26'32", 1486.03 FEET TO A POINT 20.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 253; THENCE N59°54'30"E, PARALLEL WITH SAID NORTHWESTERLY**

LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 279.77 FEET TO THE INTERSECTION OF SAID EXTENDED PARALLEL LINE WITH THE RANGE LINE IN 7TH STREET; THENCE N59°53'16"E, PARALLEL WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF BLOCK 71 AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 71, 389.79 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 968.77, A CHORD BEARING N63°34'19"E AND A CENTRAL ANGLE OF 07°22'06", 124.59 FEET TO A POINT 28.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK 70; THENCE N59°53'16"E, PARALLEL WITH SAID NORTHWESTERLY BLOCK LINE AND THE NORTHEASTERLY EXTENSION OF SAID BLOCK LINE, 300.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1109.14 AND A CENTRAL ANGLE OF 12°54'06", 249.75 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 36; THENCE N59°53'16"E, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE, 75.68 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY EXTENSION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 35; THENCE N59°55'00" E, ALONG SAID SOUTHWESTERLY EXTENSION AND ALONG SAID NORTHWESTERLY LINE OF BLOCK 35, 165.04 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF N59°55'00"E AND A CENTRAL ANGLE OF 106°15'27", 92.73 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 35; THENCE N 59° 55' 00" E, ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF BLOCK 35, 138.24 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK 6 BEING A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 78.62 FEET AND A CENTRAL ANGLE OF 73°31'52", 100.90 FEET TO A POINT OF TANGENT; THENCE S46°33'08"E, ALONG SAID TANGENT, 218.88 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 598.14 FEET, A CHORD BEARING S27°40'59"W AND A CENTRAL ANGLE OF 25°48'36", 269.44 FEET TO A POINT OF TANGENT; THENCE S14°46'41"W, ALONG SAID TANGENT, 132.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 45°06'35", 236.19 FEET TO A POINT OF TANGENT; THENCE S59°53'16"W, ALONG SAID TANGENT, 355.86 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING S02°47'25"E AND A CENTRAL ANGLE OF 167°26'35", 263.02 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET AS DEFINED IN DOCUMENT RECORDED AT RECEPTION NO. 880270318 IN THE RECORDS OF DENVER COUNTY; THENCE

S30°15'39"E, ALONG SAID SOUTHWESTERLY LINE 125.10 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 69; THENCE S59°54'46"W, ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION OF SAID SOUTHEASTERLY LINE, 355.08 FEET TO THE NORTHEASTERLY CORNER OF A VACATED PARCEL SITUATED IN WAZEE STREET; THENCE ALONG THE PERIMETER OF SAID VACATED PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) S30°05'14"E, 11.00 FEET;
- 2) S59°54'46"W, 178.00 FEET;
- 3) N30°05'14"W, 11.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 72;

THENCE S59°54'46"W, ALONG SAID SOUTHEASTERLY LINE, 120.09 FEET TO THE POINT OF BEGINNING.

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

#### PARCEL 1A

A PARCEL OF LAND BEING A PORTION OF BLOCKS 5 AND 6 ALONG WITH A PORTION OF THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS ALL LOCATED IN WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF VACATED WEWATTA STREET WITH THE NORTHWESTERLY EXTENSION OF THE CENTERLINE OF VACATED 12TH STREET IN WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S36°24'32"W, 4628.78 FEET; THENCE S30°12'04"E, ALONG SAID EXTENSION AND SAID CENTERLINE OF VACATED 12TH STREET, 130.00 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 5; THENCE N59°55'00"E, PARALLEL WITH SAID EXTENSION AND SAID NORTHWESTERLY LINE, 82.83 FEET TO THE SOUTHWESTERLY LINE OF SPEER BOULEVARD RIGHT-OF-WAY AS DEFINED IN PARCELS 5B AND 5C OF THE SPEER VIADUCT REPLACEMENT PROJECT; THENCE S46°33'08"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 137.20 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, S44°53'56"W, 226.75 FEET; THENCE N46°33'08"W, 334.03 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID VACATED WEWATTA STREET; THENCE

**N59°55'00"E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 191.72 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1B**

**A PARCEL OF LAND BEING A PORTION OF THE VACATED ALLEY IN BLOCK 259, WEST DENVER SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID ALLEY, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S29°48'16"W, 2138.19 FEET AND THE MOST EASTERLY CORNER OF LOT 9, SAID BLOCK 259 BEARS N30°12'51"W, 16.00 FEET; THENCE N30°12'51"W, ALONG SAID SOUTHWESTERLY LINE OF SAID ALLEY, 57.00 FEET TO A POINT 41.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4; THENCE DEPARTING SAID SOUTHWESTERLY LINE, N59°54'26"E, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE S30°12'51"E, ALONG SAID CENTERLINE, 57.00 FEET TO A POINT 16.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 9 AND LOT 4; THENCE S59°54'26"W, PARALLEL WITH SAID SOUTHEASTERLY LOT LINES, 8.25 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1P**

**A PARCEL OF LAND BEING A PART OF WEST DENVER SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WEWATTA STREET AS DEFINED BY SAID WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S36°24'32"W, 4628.78 FEET; THENCE N59°55'00"E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 44.66 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD; THENCE S46°33'08"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 135.56 FEET TO A POINT 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEWATTA STREET; THENCE S59°55'00"W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 82.83 FEET TO THE CENTERLINE OF VACATED 12TH STREET AS VACATED BY ORDINANCE NO. 750, SERIES 1997; THENCE N30°12'04"W, ALONG SAID CENTERLINE AND THE**

**NORTHWESTERLY EXTENSION OF SAID CENTERLINE, 130.00 FEET TO THE POINT OF BEGINNING.**

**PARCEL 1VW**

**A PARCEL OF LAND BEING A PART OF WAZEE STREET, WHICH PART HAS BEEN VACATED PURSUANT TO ORDINANCE NO. 980, SERIES OF 1999. RECORDED JANUARY 3, 2000, AT RECEPTION NO. 2000000239 AND ALSO RECORDED JANUARY 6, 2000, AT RECEPTION NO. 2000001727, SAID PART BEING BETWEEN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 9TH STREET LOCATED IN WEST DENVER A SUBDIVISION SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WAZEE STREET, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THAT PARCEL OF LAND GRANTED TO THE CITY AND COUNTY OF DENVER BY THAT QUIT CLAIM DEED RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 IN THE RECORDS OF SAID DENVER COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID QUIT CLAIM RECORDED MAY 25, 1988 UNDER RECEPTION NO. R-88-0270318 TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AURARIA PARKWAY AS DEFINED BY THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THAT PARCEL DESCRIBED IN RECEPTION NO. R-89-0035163, SAID EXTENSION BEING A CURVE; THENCE SOUTHWESTERLY, ALONG SAID CURVE, ALONG SAID EXTENSION TO THE INTERSECTION OF SAID EXTENSION WITH THE NORTHWESTERLY LINE OF BLOCK 68, WEST DENVER; THENCE NORTHWESTERLY ON A LINE PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID BLOCK 68, 40.00 FEET TO THE CENTERLINE OF WAZEE STREET; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 7TH STREET. SAID RIGHT-OF-WAY LINE DEFINED BY A LINE CONNECTING THE MOST SOUTHERLY CORNER OF BLOCK 72, WEST DENVER WITH A POINT ON THE NORTHWESTERLY LINE OF BLOCK 73, WEST DENVER, SAID POINT BEING 24.10 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID BLOCK 73; THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE MOST SOUTHERLY CORNER OF SAID BLOCK 72; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 72 TO THE MOST WESTERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 14, SERIES OF 1944 RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE 129; THENCE SOUTHEASTERLY, ALONG THE**



**SOUTHWESTERLY LINE OF SAID PARCEL TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE MOST EASTERLY CORNER OF SAID PARCEL BEING ALSO THE MOST SOUTHERLY CORNER OF THAT PARCEL OF WAZEE STREET VACATED BY ORDINANCE NO. 6, SERIES OF 1944 RECORDED MARCH 16, 1949 IN BOOK 6518 AT PAGE 130; THENCE CONTINUING NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL VACATED BY SAID ORDINANCE NO. 6, SERIES OF 1944 TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WAZEE STREET; THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.**

**TOGETHER WITH THE FOLLOWING:**

**A REVOCABLE PERMIT TO ENCROACH WITH, AND TO OWN, OPERATE AND MAINTAIN, A PEDESTRIAN BRIDGE AND A MID SPAN SUPPORT AS GRANTED BY ORDINANCE 534, SERIES OF 1999, RECORDED SEPTEMBER 17, 1999, UNDER RECEPTION NO. 9900163971. OVER THE FOLLOWING PROPERTY:**

**PARCEL RPPB**

**A PARCEL OF LAND BEING A PART OF WEST DENVER SITUATED IN THE NORTHWEST ONE-QUARTER (NORTHEAST ONE-QUARTER OF RECORD IN ORDINANCE NO. 534, SERIES OF 1999) OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WEWATTA STREET AS DEFINED BY SAID WEST DENVER, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S 29° 38' 02" W, 3660.94 FEET; THENCE N 59° 53' 16" E, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 40.00 FEET; THENCE S 30° 07' 48" E, 108.00 FEET TO THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT "A" IN THAT SPECIAL WARRANTY DEED RECORDED DECEMBER 24, 1997 UNDER RECEPTION NO. 9700174332 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER; THENCE S 59° 53' 16" W, ALONG SAID SOUTHEASTERLY LINE, 40.00 FEET; THENCE N 30° 07' 48" W, 108.00 FEET TO THE POINT OF BEGINNING.**

**EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE AND USE OF AN OVERHEAD PEDESTRIAN BRIDGE, VEHICULAR PARKING AND OTHER PURPOSES GRANTED IN THAT CERTAIN BRIDGE, PARKING AND RECIPROCAL EASEMENT AGREEMENT MADE BETWEEN ELITCH GARDENS, L.P., THE DENVER NUGGETS LIMITED PARTNERSHIP, ASCENT ARENA COMPANY, LLC, AND ASCENT ARENA OPERATING COMPANY, LLC, AND RECORDED SEPTEMBER 24, 1999 AT RECEPTION NO. 9900167686. AND A SUPPLEMENT THERETO RECORDED DECEMBER 1, 1999, AT RECEPTION NO. 9900202667, OVER THE FOLLOWING PROPERTY:**

**PARCEL 1E**

**A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33;  
THENCE N00°00'00"W ALONG THE WESTERLY LINE OF SAID SECTION 33 A DISTANCE OF 1204.77 FEET. WHENCE THE NORTHWEST CORNER OF SAID SECTION 33 BEARS N00°00'00"W A DISTANCE OF 4073.68 FEET;  
THENCE N90°00'00"E A DISTANCE OF 29.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER;  
THENCE N49°36'06"E A DISTANCE OF 35.80 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING N49°36'06"E A DISTANCE OF 51.12 FEET;  
THENCE N26°21'05"E A DISTANCE OF 128.35 FEET;  
THENCE N04°16'54"E A DISTANCE OF 1368.41 FEET;  
THENCE N05°26'41"E A DISTANCE OF 197.04 FEET;  
THENCE N07°02'50"E A DISTANCE OF 207.24 FEET;  
THENCE N13°02'14"E A DISTANCE OF 172.09 FEET;  
THENCE N20°14'48"E A DISTANCE OF 84.53 FEET;  
THENCE N33°05'46"E A DISTANCE OF 74.95 FEET;  
THENCE N58°25'50"E A DISTANCE OF 61.39 FEET;  
THENCE N78°24'04"E A DISTANCE OF 63.81 FEET;  
THENCE N65°09'07"E A DISTANCE OF 70.84 FEET;  
THENCE N46°12'20"E A DISTANCE OF 1027.02 FEET;  
THENCE ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 2082 AT PAGE 210, RECORDED JANUARY 4, 1980 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, AND AS FOUND AND MONUMENTED ON THE GROUND THE FOLLOWING TWO (2) COURSES:**

- 1. S72°10'55"E A DISTANCE OF 31.77 FEET;**
- 2. THENCE N81°52'30"E A DISTANCE OF 418.54 FEET;**



THENCE S44°09'01"W A DISTANCE OF 332.74 FEET;  
THENCE S45°50'59"E A DISTANCE OF 374.17 FEET;  
THENCE N44°09'01"E A DISTANCE OF 377.40 FEET;  
THENCE N45°50'59"W A DISTANCE OF 100.00 FEET;  
THENCE S44°09'01"W A DISTANCE OF 297.40 FEET;  
THENCE N45°50'59"W A DISTANCE OF 194.17 FEET;  
THENCE N44°09'01"E A DISTANCE OF 356.15 FEET;  
THENCE ALONG SAID SOUTHERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN BOOK 2082 AT PAGE 210, RECORDED JANUARY 4, 1980  
IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S  
OFFICE AND AS FOUND AND MONUMENTED ON THE GROUND THE  
FOLLOWING TWO (2) COURSES:

1. N81°52'30"E A DISTANCE OF 4.26 FEET;
2. THENCE N47°16'06"E NON-TANGENT WITH THE FOLLOWING  
DESCRIBED CURVE A DISTANCE OF 276.55 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE OF PARCEL NO. PE-CC  
AS DESCRIBED IN RECEPTION NO. R-93-0008661, DATED JANUARY 21,  
1993, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE  
CITY AND COUNTY OF DENVER, COLORADO THE FOLLOWING TWO  
(2) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
CENTRAL ANGLE OF 03°56'35", A RADIUS OF 1123.24 FEET, A  
CHORD BEARING S40°53'31"E A DISTANCE OF 77.28 FEET, AND  
AN ARC DISTANCE OF 77.30 FEET;
2. THENCE N51°04'46"E ALONG A LINE RADIAL TO THE LAST AND  
FOLLOWING DESCRIBED CURVE A DISTANCE OF 35.00 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE  
SOUTHWESTERLY LINE OF PARCEL NO. PE-BB REV. AS DESCRIBED IN  
RECEPTION NO. R-93-0008661 DATED JANUARY 21, 1993 RECORDED IN  
THE CLERK AND RECORDER'S OFFICE, CITY AND COUNTY OF  
DENVER, COLORADO:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A  
CENTRAL ANGLE OF 11°00'32", A RADIUS OF 1158.24 FEET, A  
CHORD BEARING S33°24'58"E A DISTANCE OF 222.20 FEET, AND  
AN ARC DISTANCE OF 222.55 FEET;
2. THENCE S27°54'42"E TANGENT WITH THE LAST AND  
FOLLOWING DESCRIBED CURVE A DISTANCE OF 16.37 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT NON-  
TANGENT WITH THE FOLLOWING DESCRIBED CURVE HAVING  
A CENTRAL ANGLE OF 11°51'11", A RADIUS OF 1388.24 FEET, A  
CHORD BEARING S33°50'17"E A DISTANCE OF 286.68 FEET, AND  
AN ARC DISTANCE OF 287.19 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A  
CENTRAL ANGLE OF 06°36'58", A RADIUS OF 1671.36 FEET, A CHORD

BEARING  $S34^{\circ}41'42''W$  A DISTANCE OF 192.89 FEET, AND AN ARC DISTANCE OF 193.00 FEET;  
 THENCE  $S31^{\circ}23'13''W$  ALONG A LINE TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 311.92 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $28^{\circ}37'34''$ , A RADIUS OF 1128.08 FEET. A CHORD BEARING  $S45^{\circ}42'00''W$  A DISTANCE OF 557.77 FEET, AND AN ARC DISTANCE OF 563.61 FEET;  
 THENCE  $S60^{\circ}00'47''W$  ALONG A LINE TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 941.41 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $91^{\circ}47'02''$ , A RADIUS OF 1328.70 FEET. A CHORD BEARING  $S14^{\circ}07'16''W$  A DISTANCE OF 1908.09 FEET, AND AN ARC DISTANCE OF 2128.49 FEET;  
 THENCE  $S59^{\circ}47'29''W$  NON-TANGENT WITH THE LAST DESCRIBED CURVE AND ALONG THE NORTHWESTERLY LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL NO. E-5, RECORDED ON JANUARY 19, 1949 IN BOOK 6495, PAGE 373. CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE A DISTANCE OF 58.01 FEET;  
 THENCE ALONG THE NORTHEASTERLY LINE OF INTERSTATE HIGHWAY 25 THE FOLLOWING SIX (6) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $15^{\circ}49'36''$ , A RADIUS OF 256.00 FEET. A CHORD BEARING  $N50^{\circ}30'02''W$  A DISTANCE OF 70.49 FEET, AND AN ARC DISTANCE OF 70.71 FEET;
2. THENCE  $N58^{\circ}24'50''W$  TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 247.73 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $33^{\circ}33'38''$ . A RADIUS OF 193.00 FEET, A CHORD BEARING  $N41^{\circ}38'01''W$  A DISTANCE OF 111.44 FEET, AND AN ARC DISTANCE OF 113.04 FEET;
4. THENCE  $N24^{\circ}51'12''W$  TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVE A DISTANCE OF 48.76 FEET;
5. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $19^{\circ}03'05''$ . A RADIUS OF 134.36 FEET, A CHORD BEARING  $N34^{\circ}22'45''W$  A DISTANCE OF 44.47 FEET, AND AN ARC DISTANCE OF 44.67 FEET;
6. THENCE  $N43^{\circ}54'17''W$  TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 47.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ALL THAT REAL PROPERTY WHICH LIES FROM AND ABOVE A HORIZONTAL PLANE DRAWN AT AN ELEVATION OF 5,190.00 FEET ABOVE SEA LEVEL, 1929 U.S.G.S. DATUM, AND WHICH

**IS BOUNDED BY AND LIES WITHIN THE BOUNDARY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS S00°00'00"E A DISTANCE OF 5278.45 FEET;  
THENCE S60°06'11"E A DISTANCE OF 2307.45 FEET TO POINT C AS DESCRIBED IN THE ELITCH CIRCLE FEE PROPERTY ALSO BEING THE POINT OF BEGINNING;  
THENCE N44°09'01"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE DISTANCE OF 350.69 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°06'21". A RADIUS OF 1158.24 FEET, A CHORD BEARING S31°35'21"E A DISTANCE OF 103.18 FEET, AND AN ARC DISTANCE OF 103.21 FEET;  
THENCE S44°09'01"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 325.27 FEET;  
THENCE N45°50'59"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.**

**BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCELS 1, 1A, 1B, 1P, RPPB AND 1VW IS THE WEST LINE OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DEFINED BY A 3.25" ALUMINUM CAP AND MONUMENT, LS 13155 AT THE SOUTHWEST CORNER OF SAID SECTION 33, AND BY A 2" BRASS DISK IN DRIVE PAN, LS 28668 AT THE NORTHWEST CORNER OF SAID SECTION 33, BEARING N00°00'00"E ASSUMED (FROM MERRICK & CO.), AND THE DESCRIPTIONS OF THOSE PARCELS WERE PREPARED BY DAVID L. STUFFLEBEAM UNDER THE SUPERVISION OF STEVEN A. DYNES, LS#24949, FOR AND ON BEHALF OF:**

**BENCHMARK SURVEYING  
2696 SOUTH COLORADO BLVD., SUITE 250  
DENVER, COLORADO 80222**

**Exhibit D**

**Form of Amended and Restated Guaranty Agreement**

**Exhibit D**

**Form of Amended and Restated Guaranty Agreement**

**AMENDED AND RESTATED GUARANTY AGREEMENT**

THIS AMENDED AND RESTATED GUARANTY AGREEMENT (this "Guaranty"), dated as of the \_\_\_ day of \_\_\_\_\_, 2019, in favor and for the benefit of the CITY AND COUNTY OF DENVER, a municipal corporation existing under and by virtue of Article XX of the Colorado State Constitution (the "City"), by E. STANLEY KROENKE and ANN W. KROENKE, husband and wife (the "Individual Guarantors"), SUB-TRUST A OF THE KMS REVOCABLE TRUST under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015 ("Sub-Trust A"), a Colorado revocable grantor trust and SUB-TRUST B OF THE KMS REVOCABLE TRUST under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015 ("Sub-Trust B"), a Colorado revocable grantor trust (collectively, the "Sports Trusts"), KMS SPORTS, LLC, a Missouri limited liability company ("KMS Sports"), KMA STICK, LLC, a Missouri limited liability Company ("KMA Stick"), KMN BALL, LLC; a Missouri limited liability company ("KMN Ball"), KMN BALL NEWCO, LLC; a Delaware limited liability company ("KMN Ball NewCo ") and KMC Center, LLC, a Missouri limited liability company ("KMC Center," with the Sports Trusts, KMS Sports, KMA Stick, KMN Ball and KMN Ball NewCo being sometimes collectively referred to herein as the "Entity Guarantors" and with the Entity Guarantors and the Individual Guarantors being sometimes collectively referred to herein as "Guarantors"). The address of the Guarantors is c/o Kroenke Sports Entertainment, 1000 Chopper Circle, Denver, Co 80204, Attention: Bruce Glazer, CFO and Stephen Stieneker, General Counsel; the address of the City is City Attorney's Office, City and County of Denver, City and County Building, 1437 Bannock Street; Denver, Colorado 80202.

**RECITALS**

A. The City, Kroenke Arena Company, LLC, a Colorado limited liability company, *fka Ascent Arena Company* ("Kroenke Arena"), The Denver Nuggets Limited Partnership, a Delaware limited partnership ("Nuggets"), and Colorado Avalanche, LLC, a Colorado limited liability company ("Avalanche," and collectively with Kroenke Arena and Nuggets, the "Obligors"), entered into that certain 1997 Denver Arena Agreement, dated as of November 12, 1997, and recorded in the real property records for the City and County of Denver, State of Colorado (the "Records"), on December 18, 1997, at Reception No. 9700171657, and as amended by an Amendment to 1997 Denver Arena Agreement dated as of November 19, 1999, and made among those same parties (together the "Original Arena Agreement").

B. Pursuant to the Original Arena Agreement, in exchange for various City agreements, Kroenke Arena agreed to (i) construct the private arena commonly known as the Pepsi Center; (ii) together with the Nuggets and Avalanche, maintain the professional basketball team known as the Denver Nuggets and the professional hockey team known as the Colorado

Avalanche in the City until June 30, 2023 (the "Original Team Commitments"); (iii) convey that certain real property where the Pepsi Center and parking areas are located (the "Land") to the City; and (iv) execute that certain Ground Lease recorded on June 13, 2000 at Reception No. 2000082088, with the City as "Landlord" and Kroenke Arena as "Tenant" (the "Ground Lease").

C. The Individual Guarantors, KMS Revocable Trust, a Colorado revocable grantor trust, as predecessor to the Sports Trusts, KMS Sports, KMA Stick, KMN Ball and KMC Center previously executed that certain Guaranty for the benefit of the City dated June 30, 2000 to secure the Obligors performance under the Arena Agreement and the Ground Lease.

D. The City and Obligors agreed to amend the Arena Agreement in accordance with that certain Amended and Restated Arena Agreement executed on \_\_\_\_\_, 2019 (the "Amended Arena Agreement"). The Amended Arena Agreement provides, among other things, (i) the Original Team Commitments will be extended to June 30, 2040, in accordance with the specific term set forth in the Amended Arena Agreement (the "Team Commitments"); (ii) the City and Kroenke Arena will execute a termination of the Ground Lease simultaneously with the delivery of this fully executed original Amended Guaranty by Guarantors; and (iii) the City will convey the Land to Kroenke Arena in accordance with the terms of the Arena Agreement simultaneously with the delivery of this fully executed original Amended Guaranty by Guarantors.

E. KMC Center owns 92.48% and KMS Sports owns 1% of the membership interests in Kroenke Arena. Liberty Denver Arena LLC, a Delaware limited liability company ("LDA"), holds the remaining 6.52% membership interest in the Kroenke Arena (the "LDA Kroenke Arena Interest").

F. KMN Ball owns 99%, and KMN Ball Newco owns 1% of the membership interests in the Denver Nuggets.

G. KMA Stick owns 100% of the membership interests in the Colorado Avalanche.

H. The Sports Trusts own 100% of the membership interests in the Entity Guarantors. Ann W. Kroenke is the beneficiary of Sub-Trust A and E. Stanley Kroenke is the beneficiary of Sub-Trust B.

I. The Guarantors acknowledge that but for the making of this Amended Guaranty, the City would not have proceeded with the execution of the Amended Arena Agreement. The parties desire to enter into this Amended Guaranty to amend and restate Guarantors obligations with respect to Obligors performance under the Amended Arena Agreement.

## AGREEMENT

1. Capitalized Terms. Capitalized terms used in this Guaranty which are not defined herein shall have the meanings ascribed thereto under the Amended Arena Agreement.

2. Guaranty. The purpose of this Amended Guaranty is to amend and restate the Original Guaranty in its entirety so that the Original Guaranty is of no further force and effect as of the Effective Date. Subject to the exclusions set forth in Section 3 hereof, Guarantors hereby guarantee absolutely, primarily, unconditionally, and irrevocably (i) the full and timely performance and observance by Obligor, and each of them, of any and all of their obligations under the Amended Arena Agreement; and (ii) the full and timely payment, as and when the same accrue, are incurred or become due, of any and all damages and other amounts that may become due or payable to the City by the Obligor or any of them by reason of the failure by Obligor or any of them to duly, fully and timely perform any of the obligations and undertakings owing to the City under the Amended Arena Agreement and whether any such damages are characterized as direct damages, incidental damages, consequential damages, liquidated damages or otherwise (and specifically including, without limitation, the "Consequential Damages" defined in the Amended Arena Agreement). Obligor's obligations under clauses (i) and (ii) of the preceding sentence are sometimes referred to herein collectively as the "Obligations," provided the Obligations do not include those matters expressly excluded in Section 3 below. The guarantee of the Guarantors hereunder shall extend to and include all Obligations, whether accruing or arising before or after the making of this Guaranty.

3. Exclusions from Guaranty. Notwithstanding anything in the Amended Arena Agreement or in Section 2 hereof to the contrary, the Individual Guarantors shall not have any liability or obligation under this Guaranty to the City, or any other person or entity, under any circumstance, for any Environmental Claims, except that the Individual Guarantors shall be liable hereunder for (i) Environmental Matters (and related Environmental Claims) that first arise after the date of the Original Guaranty, including, without limitation, any migration hereafter occurring of Hazardous Materials onto the Land from any off-site sources; (ii) any exacerbation or disturbance of any Hazardous Materials on, within or underlying the Land as of the date of the Original Guaranty which arises from any activity occurring on, within or under the Land; and (iii) any Environmental Claims or Environmental Matters existing as of the date of the Original Guaranty and known to the Individual Guarantors (or either of them). Solely for the benefit of the Individual Guarantors, the "Obligations" under this Guaranty will be subject to and will specifically exclude the foregoing matters for which the Individual Guarantors are expressly relieved of liability. The foregoing exclusions from and limitations upon liability in this Section 3 shall extend only to the Individual Guarantors, and shall not apply to or benefit the Entity Guarantors to any extent, and for purposes of applying this Guaranty to the Entity Guarantors, the "Obligations" will not be subject to the exclusions in this Section 3. With respect to the Individual Guarantors, the foregoing provisions of this Section 3 shall not be construed or applied to any extent to limit their obligations and liabilities by virtue of any "Organizational Guaranty Liability" (as hereinafter referenced) that they have from time to time. In addition, no provisions of this Section 3 shall be applied or construed to any extent to limit the liability and responsibility

of the Obligors for the Obligations, and in all respects the Obligations shall remain fully enforceable against the Obligors and each of them, without any limitation being imposed by this Section 3 or any other provisions of this Guaranty. In addition to the foregoing, it is acknowledged that the Amended Arena Agreement limits Kroenke Arena's, and thus all Guarantors, liability for Environmental Claims to those claims arising prior to the termination of the Ground Lease as specifically defined therein.

4. Guaranty is Independent and Absolute. The obligations of Guarantors and each of them hereunder are independent of the obligations of Obligors, of any other Guarantor, and of any other person who may become liable with respect to the Obligations. Guarantors are and shall be jointly and severally liable with each of the Obligors for the full and timely payment and performance of all of the Obligors' respective Obligations, and the liability of the Guarantors hereunder for the Obligations shall be primary in all respects. Guarantors expressly agree that a separate action or actions may be brought and prosecuted against Guarantors, or any of them, whether or not any action is brought against Obligors or any of them, or any of the other Guarantors, or any other party liable for any Obligations guaranteed hereby, and whether or not the Obligors, any other Guarantors or any other parties are joined in any action against Guarantors, or any of them. All rights of the City and all obligations of Guarantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of any portion of the Amended Arena Agreement, (ii) any action taken by the City pursuant to the authorizations under Section 5 hereof, (iii) those defenses and matters waived by the Guarantors pursuant to Section 7 hereof, and (iv) any other circumstances which might otherwise constitute a defense available to, or a discharge of Obligors in respect of, the Obligations (except to the extent the defense or discharge arises from a City Default in accordance with the terms of the Amended Arena Agreement). The term "Obligors" shall include the successors and assigns under the Amended Arena Agreement of the named Obligors herein, and any such succession to or assignment by any Obligor, whether with or without the City's consent, shall not limit or impair Guarantors' obligations hereunder, and this Guaranty shall remain in full force and effect with respect to the Obligations as applied to any assignee or successor.

5. Authorizations to the City. Guarantors, and each of them, authorize the City from time to time, without notice or demand, and without limiting or affecting Guarantors' liability hereunder to any extent, (i) to renew, extend, change, amend, alter, cancel, compromise or otherwise modify any of the terms, covenants, conditions or provisions of the Amended Arena Agreement, including any of the Obligations (and the Guarantors' obligations hereunder shall apply to the Amended Arena Agreement so extended and modified), and to grant any indulgences, forbearances or extensions of time for payment or performance; (ii) to release, substitute or accept the addition of any Obligor or any Guarantors, or any other endorsers or parties who may be or become liable with respect to the Obligations (including without limitation, parties with "Organizational Guaranty Liability" as hereinafter defined), without any release (in whole or in part) being deemed made of Guarantors or any of them or any other such party (and whether such release is required or arises automatically under the Amended Arena Agreement, or is done at the City's election); and (iii) to consent to or permit any assignment by any Obligor of its interests under the Amended Arena Agreement, whether directly or by a



transfer of any ownership interests in any Obligor (and the occurrence of any such assignment or subletting, whether voluntarily, involuntarily or by operation of law, shall not affect Guarantors' liability hereunder).

6. Applications of Payments Received by the City. Any sums of money the City receives from or for the account of Obligors or any of them shall be applied by the City to reduce any of the obligations guaranteed or owing under this Guaranty, or any other liability of Obligors to the City, or as otherwise agreed by the Obligors, as the City in its discretion deems appropriate.

7. Waivers by Guarantors. In addition to all waivers expressed in the Amended Arena Agreement all of which are incorporated herein by Guarantors. Guarantors and each of them hereby waive (i) notice of acceptance of Guaranty, and all other notices in connection with this Guaranty or the Obligations, including notice of the existence, creation, or incurring of any new or additional Obligations or of any modifications thereof under or pursuant to the Amended Arena Agreement, notice of any default by any Obligor, and notice of demand upon Guarantors; (ii) diligence in collection, presentment and suit by the City in the enforcement of any Obligations; (iii) any right to require the City to proceed against, give notice to, or make demand upon the Obligors, any other Guarantor, or any other party liable for the Obligations; (iv) any right to require the City to pursue any remedy of the City; (v) any right to direct the application of any security held by the City; (vi) any right of subrogation to or to enforce any remedy which the City may have against any Obligor, any right to participate in any security now or hereafter held by the City, and any right to reimbursement from any Obligor for amounts paid to the City by Guarantors or any of them; (vii) benefits, if any, of the Guarantors or any of them under any anti-deficiency statutes or single-action legislation; (viii) any defense arising out of any disability or other defense of any Obligor or any other Guarantor, or any legal impairment of the Obligations, including bankruptcy (and specifically any rejection, disaffirmance or termination therein of the Amended Arena Agreement or any discharge, impairment or modification of liability therein), death, dissolution, liquidation, cessation, impairment, modification, or limitation, from any cause, of any liability of any Obligor, or any other Guarantor or liable party, or of any remedy for the enforcement of such liability; (ix) any right to plead or assert any election of remedies by the City; (x) any rights to require the City to proceed against or exhaust remedies against the Obligors or other Guarantors or any of them, or any other party liable for the Obligations or to pursue any particular remedy to the exclusion of any other remedy; (xi) any termination of the Amended Arena Agreement; (xii) any statute of limitations, laches or other similar rule of law or equity which may bar a claim against any Obligor, any Guarantor or any other liable party (provided that the foregoing shall not be construed to deprive each Guarantor of its own statute of limitations applied in accordance with the provisions hereof); and (xiii) any other defenses available to a surety under applicable law. Guarantors specifically agree that all rights and remedies available to the City in connection with the Obligations, in connection with this Guaranty, and in connection with each Guarantor if enforced singularly shall be cumulative with and nonexclusive of one another, and may be pursued concurrently or successively as the City may determine in its discretion. Any partial payment by any Obligor or any Guarantor or other circumstance which operates to toll any statute of limitations applicable to any of the Obligations, as the same may

be enforced against the Obligors or such Guarantor, shall operate likewise to toll any statute of limitations applicable to the other Guarantors or any of them hereunder.

8. Subordination by Guarantors. Guarantors hereby agree that any indebtedness of Obligors or any of them to Guarantors or any of them, or of any Guarantor to another Guarantor, whether now existing or hereafter created, shall be and is hereby subordinated to the obligations of the Obligors and Guarantors, or any of them, owing to the City under the Amended Arena Agreement and this Guaranty, insofar as no Guarantor shall accept or seek to receive any amounts from Obligors or any of them, or any other Guarantors, on account of any indebtedness of the Obligors or any of them, or any Guarantors, owing to the Guarantors (or any of them) at any time as there is any breach or default under the Amended Arena Agreement or this Guaranty by any Obligor or any Guarantor.

9. Bankruptcy Reimbursements. The Guarantors and each of them hereby agree that if any amounts paid to the City in satisfaction of any of the Obligations by any Obligor, any Guarantor, or any other party liable for payment and satisfaction of the Obligations are recovered from the City in any bankruptcy proceeding, Guarantors shall reimburse the City immediately on demand for all amounts so recovered from the City, together with interest thereon at the Default Rate from the date such amounts are so recovered until repaid in full to the City, and for this purpose, this Guaranty shall survive the term of the Amended Arena Agreement. Without limiting the foregoing, Guarantors upon demand shall pay all costs and expenses incurred by the City in connection with any bankruptcy proceeding of any Obligor, any Guarantor, or any other party liable for payment and satisfaction of the Obligations, including reasonable attorneys' fees and expenses.

10. Jurisdiction and Venue. In any action brought under this Guaranty, Guarantors submit to the jurisdiction of the courts of the State of Colorado, and specifically agree that any such action shall be brought and held only in the Colorado State District Court in the Second Judicial District in the City and County of Denver, without regard to any statute or rule of law providing for a different choice of forum.

11. Assignability: Asset Transfers.

(a) This Guaranty shall be a continuing guarantee, shall remain in full force and effect so long as any of the Obligations remain outstanding, and shall be binding upon each Guarantor and such Guarantor's heirs, representatives, successors and assigns. This Guaranty shall follow the interests of the City in the Amended Arena Agreement and shall remain for the benefit of the City.

(b) The Guarantors and each of them specifically agree for the benefit of the City that they will not make any transfers or dispositions of their respective assets which, with respect to the City as a creditor, or otherwise, would constitute a fraudulent transfer within the meaning of C.R.S. § 38-8-105 or § 38-8-106, or any other applicable provisions of the Colorado Uniform Fraudulent Transfer Act (C.R.S. § 38-8-101 et seq.), or any successor or supplemental provision of law applicable from time to time. If any such

transfer or disposition is so made, the assets transferred pursuant thereto will continue in all respects to be subject to application for satisfaction of the Guarantors' obligations under this Guaranty. and at the election of the City, the pertinent transfer shall be void ab initio and of no force or effect.

12. Payment of Costs of Enforcement. In the event any action or proceeding is brought to enforce this Guaranty, Guarantors shall pay all costs and expenses of the City in connection with such action or proceeding, including, without limitation, all reasonable attorneys' fees incurred by the City. However, in any instance where such action or proceeding entails any claim by the City of one or more breaches of the Obligations, or any other obligations or duties of the Guarantors hereunder, and a final adjudication (after any appeals are taken) by a presiding court that no such breach in fact has occurred, then the City shall bear its own attorneys' fees and costs, as well as the reasonable attorneys' fees of the other litigants that are parties under this Guaranty.

13. Organizational Restrictions: Effect of Trust Instrument.

(a) In furtherance of assuring performance and observance of the Team Commitments, the operating agreement (however denominated) of the Obligor shall continue to include the following provisions:

(i) Obligor nor any of its members or managers shall authorize, approve, cause or suffer, directly or indirectly any breach of the Team Commitments, or authorize, approve, cause or suffer any entity in which any Guarantor has a direct or indirect ownership interest (including, without limitation, each of the Obligor and any of its members (collectively, the "Affiliate Entities") to breach the Team Commitments.

(ii) Any contract made, or any conveyance, assignment or transfer of interests in one or more Affiliate Entities or other transaction which does not comply with or causes a violation of the terms of this Section 13(a) shall be void and of no effect; the other party under any such contract shall not have any right to enforce such contract, and any transferee under any such conveyance, assignment or transfer shall not be considered to be or entitled to the protections afforded a bona fide purchaser for any purpose or to any extent whatsoever; and the City shall be entitled to a temporary restraining order on ex parte application to prevent, and preliminary and permanent injunctive relief and/or rescission to set aside, any such contract, conveyance, assignment, transfer or transaction.

(c) In furtherance of giving the City full and adequate recourse for satisfying the Obligations, the operating agreement (however denominated) of each Guarantor shall continue to include the following provisions:

(i) Each member of any Entity Guarantor, including successor members, shall be personally liable to the City (and its successors and assigns) for

the obligations of the Guarantors this Guaranty; with the liability to be primary and joint and several among each of the members and the Guarantors, as if each member had made and joined in this Guaranty in the first instance (and the terms of this Guaranty shall be incorporated into the operating agreement by reference); provided, however, that each member's personal liability shall be limited in amount to the sum of (A) the unencumbered value from time to time of the member's membership interest in such Entity Guarantor, including rights (whether accrued or unaccrued) to future distributions therefrom, and (B) distributions made by the Entity Guarantor to the member, whether in cash or in kind, and whether of operating net income or net cash flow, or in whole or partial liquidation. Such personal liability of each member is sometimes referred to hereinafter as "Organizational Guaranty Liability." The Organizational Guaranty Liability of each member, while joint and several, shall also be independent, in that such liability shall not be released or limited to any extent by any transfer of or succession to membership interests of other members (and the corresponding Organizational Guaranty Liability) or by any release of the Guarantors or any other parties liable for the Obligations, in whole or in part, and the provisions of C.R.S. § 13-50-101 et seq., or any successor provision of law, shall not apply to limit any member's Organizational Guaranty Liability.

(ii) For purposes of this Section 13(b), a "member" of an Entity Guarantor shall include (in addition to the actual members) any assignee, transferee or other holder of any rights to profits or distributions or any other economic interest comprising part of a membership interest in the Entity Guarantor, whether or not such party actually becomes a member, and the term "membership interest" shall include any such economic interest that constitutes only part of a membership interest, as well as any full membership interest.

(iii) By becoming a successor member or accepting any membership interest, any successor member shall be automatically bound by and personally liable for the obligations of the applicable Entity Guarantor under this Guaranty in accordance with and subject to the provisions of this Section 13(b), which liability shall be enforceable by the City. However, in the event any successor member ever disputes or contests the enforceability against and binding effect upon that successor member of the Organizational Guaranty Liability, then the applicable transfer to that successor member of the membership interest shall, at the City's election, be null and void ab initio and the membership interest shall remain vested in the transferor member for all purposes. Promptly upon request from time to time, the Entity Guarantors shall furnish the City with a list of the names and addresses of its members.

(iv) The undertaking of personal liability by the members of the applicable Entity Guarantor shall apply only to the Organizational Guaranty Liability as set forth herein, and shall only inure to the benefit of the City and its

assignees and successors in interest under this Guaranty; such undertaking of personal liability shall not apply to any other indebtedness or obligations of the applicable Entity Guarantor, and with respect thereto, the members of the applicable Entity shall retain and enjoy all protections arising by operation of law which preclude or limit their personal liability for the debts and obligations of the applicable Entity Guarantor.

(d) For the organizational restrictions under both subparagraphs 13(a) and 13(b) above, and the related rights in favor of the City set forth in Section 13(e) below, the Guarantors agree (and the stated organizational limitations in the operating agreement of each Entity Guarantor shall provide) that:

(i) The City shall be an express third-party beneficiary of those restrictions and rights, none of which may be amended or repealed in any respect without the prior written consent of the City, and any prohibited repeal or amendment shall be void ab initio and of no force and effect.

(ii) Those restrictions and rights shall be binding upon all successor members of each Entity Guarantor, and any assignees or transferees of or successors to any membership interest therein or any economic interest comprising a part thereof, whether holding or acquiring such interests voluntarily; involuntarily or by operation of law, and including, without limitation, any trustees or personal representatives of or acting by, through or under E. Stanley Kroenke, and any heirs, devisees or beneficiaries of E. Stanley Kroenke.

(iii) Those restrictions and rights shall be governed by and construed in accordance with Colorado law, and the jurisdiction and venue provisions of Section 10 of this Guaranty shall govern for any legal proceeding arising in relation thereto.

(e) A notice of the organizational restrictions to be established pursuant to the foregoing provisions of this Section 13 (to specifically incorporate the City's third-party beneficiary rights) shall be included in the articles of organization (however denominated) of Entity Guarantor (which shall be amended, or restated and amended, and refiled accordingly), and also included in any subsequently filed organizational documents of each Entity Guarantor or its successor if it is reorganized. Furthermore, notices of the limitations and requirements under this Section 13 shall be made by each Entity Guarantor (and any permitted successors or assignees) and delivered to the City for recording in the central UCC records of Colorado and Missouri (or any other jurisdiction where the applicable Entity Guarantor may be reorganized, or where any such successor or assign may be organized or reorganized), and any local records in those jurisdictions that the City may determine to be appropriate. These filings shall expressly state that they do not evidence any secured debt of the applicable Entity Guarantor or other pertinent party or any security interest of the City in the property or assets of the applicable Entity Guarantor or any other pertinent party.

(f) Each of the Guarantors further covenants and agrees that the foregoing organizational provisions and restrictions under this Section 13 will also be incorporated into and appropriately adapted for the organizational documents of each of the Obligors, Entity Guarantors and any other Affiliate Entity hereafter having any ownership or economic interest, whether direct or indirect, in any of the Obligors (except that the provisions of Section 13(a) need not be incorporated for the Obligors). With respect to the provisions governing Organizational Guaranty Liability, the incorporation thereof shall be to the end that the partners, members, shareholders, beneficiaries, or other owners of each of those entities; as the case may be (and their respective successors, assignees and transferees), also undertake personal liability, on the same basis, for the Obligations of those Obligors in which they have direct or indirect ownership interests (provided that in the specific case of the Sports Trusts, such undertaking will be in accordance with and subject to the terms of the "Trust Instrument" hereinafter defined). The Guarantors shall also cause each of those entities to complete and file appropriate notices of the organizational restrictions as set forth in Section 13(d) above. If any direct or indirect ownership or economic interest in any of the Obligors is hereafter transferred to any Affiliate Entity, whether voluntarily, involuntarily, or by operation of law, and the foregoing requirements are not satisfied for the transferee Affiliate Entity, then at the City's election, the transfer shall be null and void ab initio, and the transferred ownership interests shall remain vested in the transferor for all purposes (and this right of the City shall be set forth in the stated organizational limitations established for each applicable entity under this Section 13).

(g) All amendments to organizational documents and notices thereof which are required in the provisions of this Section 13 shall be completed and delivered for all presently existing entities when requested in writing by the City. The provisions of this Section 13 are intended to be cumulative with and without limitation upon the restrictions on assignments and transfers contained in the Amended Arena Agreement.

(h) The limitations applicable to Organizational Guaranty Liability shall not be applied or construed to limit the obligations of the Guarantors under this Guaranty, and their obligations as Guarantors shall be cumulative with and independent of any Organizational Guaranty Liability that they may have from time to time. Similarly, the undertaking of Organizational Guaranty Liability will not be construed to limit in any respect the rights and "remedies that the City otherwise has by operation of law or by agreement against any Guarantor, or any manager, member, trustee or beneficiary of any Entity Guarantor (or any parties acquiring or holding interests through or under them), in connection with the Obligations.

(i) The Sports Trusts are established and governed by a trust instrument entitled "First Amendment and Restatement of the KMS Revocable Trust," dated as December 9, 2015, and made by E. Stanley Kroenke, both as grantor and as sole trustee of the KMS Revocable trust (the "Trust Instrument"). In furtherance of the satisfaction of the obligations under this Guaranty, the Trust Instrument incorporates various provisions

which benefit the City, including those contained in Section 4 thereof which inure to the City as an express third-party beneficiary. Those provisions benefitting the City under the Trust Instrument are hereby adopted by the Guarantors and each of them, and as part of their obligations hereunder, the Guarantors shall be strictly obligated to cause the timely performance and observance of and compliance with all of those Trust Instrument provisions which benefit the City, and to cause those provisions to be fully effectuated and carried out.

14. Notices. Whenever any notice, demand, or request is required or permitted under this Guaranty; such notice, demand, or request shall be deemed effective (a) upon personal delivery, (b) on the first business day after receipted delivery to a courier service which guarantees next-business day delivery, or (c) on the third business day after mailing, by certified United States mail, return receipt requested, postage prepaid, in any case to the appropriate party at its address set forth-above or to such other address as either party may designate in a notice given to the other party in accordance with the provisions of this Section 14. In addition to the methods of notice delivery set forth above, any notice to the Guarantors may also be given via facsimile transmission and shall be deemed given upon receipt of the same on the facsimile facilities of the Guarantors. as confirmed on the facsimile facilities of the City (or the party giving such notice on the City's behalf). The Guarantors' facsimile number for notice purposes shall initially be (720) 931-2027. In any event the Guarantors shall be required to maintain one address and one facsimile number serving all of them collectively for notice purposes.

In the case of any notice to the City, copies shall also be delivered to the Mayor's Office and the City Attorney's Office at 1437 Bannock Street, Denver, CO 80202.

15. Severability of Provisions. If any provision hereof or of the Amended Arena Agreement shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document in which such provision is set forth, the application of the provision to other persons, entities or circumstances, and any other document referred to herein shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

16. Waiver. Neither the failure of the City to exercise any right or power given hereunder or to insist upon strict compliance by any Obligor, the Guarantors or any of them, or any other party with any of its obligations set forth herein or in the Amended Arena Agreement, nor any practice of any Obligor at variance with the terms hereof or of the Amended Arena Agreement, shall constitute a waiver of the City's right to demand strict compliance with the terms and provisions of this Guaranty.

17. Representations and Covenants. Guarantors represent and covenant to the City that:

(a) This Guaranty has been duly executed and delivered by the Guarantors and constitutes the valid and binding obligation of the Guarantors.

(b) Neither Individual Guarantor is under any legal impairment or disability in the making of this Guaranty.

(c) With respect to the Entity Guarantors, (i) KMS Sports, KMA Stick, KMN Ball, and KMC Center are each a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and are each duly qualified to do business as a foreign limited liability company under the laws of the State of Colorado; (ii) KMN Ball NewCo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business as a foreign limited liability company under the laws of the State of Colorado; (iii) the Sports Trusts are duly formed and validly existing revocable grantor trusts under the laws of the State of Colorado; (iv) KMS Sports, KMA Stick, KMN Ball, KMN Ball NewCo and KMC Center have the requisite company power and authority, and the Sports Trusts have the requisite trust power and authority, to conduct their business as now conducted and to enter into and perform their obligations under this Guaranty; and (v) this Guaranty has been duly authorized via all necessary company or trust action on the part of each Entity Guarantor.

(d) The execution, delivery and performance of this Guaranty by Guarantors does not require the consent of any trustee or holder of any indebtedness or obligation of the Guarantors or any of them or any other person or entity (other than such consents and approvals as have been obtained), or contravene or result in any breach or constitute any default under or result in the creation of any lien upon any assets of the Guarantors or any of them under any indenture, mortgage, loan agreement, lease or other agreement or instrument to which any Guarantor is a party or by which any Guarantor or any of their assets are bound.

(e) Prior to the date hereof, the Guarantors have furnished the City with true, accurate and complete copies of the Trust Instrument and those registrations and/or filings listed on Exhibit A attached hereto which establish the legal existence of the Entity Guarantors and good standing. The Guarantors agree there will not be any amendments to the required provisions set forth in Section 13.

(f) KMA Stick owns and holds one hundred percent (100%) of all economic, ownership, membership and partnership interests in Avalanche and KMN Ball and KMN Ball NewCo own and hold collectively one hundred percent (100%) of all economic, ownership, membership and partnership interests in Nuggets, and all their respective assets, whether presently existing or hereafter accumulated or acquired, and all legal and beneficial incidents of such interests and assets, including, without limitation, voting and managerial rights, and rights to distributions in relation thereto or proceeds thereof; provided, however, that the foregoing is subject to the economic effect of the "Profits Interest" in favor of LDA as part of its membership interest in the Kroenke Arena and as set forth in the Second Amended and Restated Operating Agreement for the Kroenke Arena made of even date herewith (the "Kroenke Arena Operating Agreement"), which



Profits Interest is measured on a basis attributable to the Nuggets and Avalanche but does not constitute any ownership interest in the Nuggets or Avalanche. Center and Sports directly or indirectly own and hold collectively ninety-three and 48/100 percent (93.48%) of all economic, ownership, membership and partnership interests in the Arena Company, and all of its respective assets, whether presently existing or hereafter accumulated or acquired, and all legal and beneficial incidents of such interests and assets, including, without limitation, voting and managerial rights. and rights to distributions in relation thereto or proceeds thereof. Collectively, the Sports Trusts presently own and hold, directly or indirectly, one hundred percent (100% of all membership and ownership rights and interests in each of the Entity Guarantors. Ann W. Kroenke is the beneficiary of Sub-Trust A and E. Stanley Kroenke is the beneficiary of Sub-Trust B.

18. Applicable Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado.

19. Guaranties Cumulative. Joint and Several Liability. This Guaranty shall be cumulative with and in addition to, and shall not be limited or superseded by, or limit or supersede, any other guaranties subsequently made by Guarantors to the City. Each Guarantor shall be jointly and severally liable with each of the other Guarantors for their obligations under this Guaranty, subject to (and only to) the effect of the express exclusions from liability in favor of the Individual Guarantors under Section 3 hereof (in any event those exclusions will not limit or impair joint and several liability between any two Guarantors for any obligations that they have in common).

20. Financial Reporting.

(a) Within thirty (30) days after written request from the City made only if the City has a reasonable belief the Team Commitments may be breached by Obligor, the Individual Guarantors shall furnish to the City a certification made jointly by them, in form reasonably satisfactory to the City, a current and complete accounting of the Individual Guarantors' assets and liabilities and a materially accurate statement of their net worth as of the effective date of the Certification, and the net worth certification shall incorporate, as a part thereof, a certification to this effect (an "Accuracy Certification").

(b) If the Individual Guarantors are required to submit any statements of financial condition to the City pursuant to the foregoing provisions, and those financial statements are marked by the Individual Guarantors as confidential in accordance with Section 2.15 of the Amended Arena Agreement, then as set forth therein, the City will decline third party requests for disclosure of those statements (unless disclosure is compelled by court order or other legal process). In connection with any such refusal by the City to disclose, the Individual Guarantors shall intervene in any legal action commenced against the City to compel such disclosure (whether pursuant to the Colorado Open Public Records Act or otherwise), and defend, indemnify and hold the City harmless, again as set forth in Section 2.15 of the Amended Agreement, in connection

with the City's refusal to disclose (and for this purpose the terms of the Section 2.15 of the Amended Arena Agreement are incorporated herein by this reference).

21. Limitations for LDA.

(a) Notwithstanding any other provision of this Guaranty to the contrary, LDA, and its successors in interest in the LDA Kroenke Arena Interest, shall not have any Organizational Guaranty Liability that would otherwise be attributable to the LDA Kroenke Arena Interest pursuant to Section 13 hereof, and the LDA Kroenke Arena Interest may be conveyed, assigned, transferred or encumbered without Organizational Guaranty Liability attaching, thereto, subject to the condition (the "Exculpation Condition") that LDA or any such successor does not voluntarily take any affirmative action (including by voluntarily consenting to any action of another party) that causes a breach of the Team Commitments. If the Exculpation Condition is ever violated, Organizational Guaranty Liability will then attach to the ownership of the LDA Kroenke Arena Interest. Furthermore, in the event LDA or its successor ever acquires any further interest in the Arena Company, Organizational Guaranty Liability shall attach and be applicable to any such further interest acquired. Likewise, in the event the LDA Kroenke Arena Interest (or any portion thereof) is acquired from LDA, by any means, by any party otherwise having Organizational Guaranty Liability, or any Affiliate of such party (and in any event including, without limitation, the Guarantors named herein), then Organizational Guaranty Liability shall then become applicable to the LDA Kroenke Arena Interest (or the portion thereof so acquired). These limitations in favor of LDA shall not be construed to limit, in any respect, the liability of the Kroenke Arena for the Obligations (and specifically including, without limitation, liability for the Team Commitments), or any remedies or recourse in favor of the City which involve the Kroenke Arena members and which arise by operation of law in connection with such liability of the Arena Company. In the event of any inconsistency between the foregoing provisions or the provisions of Section 22(b) below and the corresponding provisions in the Kroenke Arena Operating Agreement, the provisions of the latter will be controlling. In addition, Organizational Guaranty Liability shall apply to any interest that LDA may hereafter acquire in the Nuggets or Avalanche, without any limitation by the provisions of this Section 22.

(b) In any case where any other member of the Kroenke Arena or any other party proposes to take any action which would cause a breach of the Team Commitments, LDA or its pertinent successor may assure satisfaction of the Exculpation Condition by making bona fide objection, confirmed in writing, to the offending party. The foregoing provision is intended to permit LDA (or its successor) to satisfy the Exculpation Condition by making a bona fide objection, and not to otherwise impose on LDA any obligation to take any action (including making any objection, in writing or otherwise) with respect to any action taken or proposed, to be taken by any other person. If the proposed action includes a conveyance of membership interest(s) in the Kroenke Arena by member(s) other than LDA, and if those other member(s) proceed with that conveyance notwithstanding a bona fide objection from LDA made as aforesaid, LDA may proceed to

exercise any related "tag-along" right that LDA has under the Kroenke Arena Operating Agreement, and in such case the exercise of such "tag-along" right by LDA will not be deemed to be a violation of the Exculpation Condition.

22. Neutral References. References to the singular shall include the plural, and to the plural the singular, and references to any gender (including the neuter gender) shall include all genders.

23. Counterparts. This Guaranty may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. The executed signature and acknowledgment pages of any counterpart may be detached therefrom and re-attached to another counterpart of this Guaranty bearing other signatures, without impairing the legal effect of the signatures and acknowledgements on those executed pages.

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IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the day and year first above written.

GUARANTORS:

\_\_\_\_\_  
E. Stanley Kroenke

\_\_\_\_\_  
Ann W. Kroenke

Sub-Trust A of the KMS Revocable Trust under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015

Sub-Trust B of the KMS Revocable Trust under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015

By: \_\_\_\_\_  
Josh W. Kroenke, Trustee

By: \_\_\_\_\_  
E. Stanley Kroenke, Trustee

KMA STICK, LLC,  
a Missouri limited liability company

KMS SPORTS, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_  
Josh Walton Kroenke, Manager

By: \_\_\_\_\_  
E. Stanley Kroenke, Manager

KMN BALL NEWCO, LLC,  
a Delaware limited liability company,

KMN BALL, LLC,  
a Missouri limited liability company,

By: KMN BALL, LLC,  
a Missouri limited liability company,  
its Manager

By: \_\_\_\_\_  
Josh W. Kroenke, Manager

By: \_\_\_\_\_  
Josh W. Kroenke, Manager

KMC CENTER, LLC,  
a Missouri limited liability company,

By: \_\_\_\_\_  
E. Stanley Kroenke, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by E. Stanley Kroenke.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Ann W. Kroenke.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke, as Trustee of Sub-Trust A of the KMS Revocable Trust under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by E. Stanley Kroenke, as Trustee of Sub-Trust B of the KMS Revocable Trust under the First Amendment and Restatement of the KMS Revocable Trust dated December 9, 2015.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke as Manager of KMA Stick, LLC, a Missouri limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by E. Stanley Kroenke as Manager of KMS Sports, LLC, a Missouri limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke as Manager of KMN Ball, LLC, a Missouri limited liability company, as Manager of KMN Ball Newco, LLC, a Delaware limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Josh W. Kroenke as Manager of KMN Ball, LLC, a Missouri limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by E. Stanley Kroenke as Manager of KMC Center, LLC, a Missouri limited liability company.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## Exhibit A

1. Articles of Organization and Amendments thereto filed with the Missouri Secretary of State for:  
KMS SPORTS, LLC;  
KMA STICK, LLC;  
KMN BALL, LLC; and  
KMC Center, LLC.
2. Certificate of Formation filed with the Delaware Secretary of State for KMN BALL NEWCO, LLC.
3. Colorado Certificates of Good Standing for the following:  
(evidencing qualification to do business in Colorado)  
KMS SPORTS, LLC;  
KMA STICK, LLC;  
KMN BALL, LLC;  
KMC CENTER, LLC; and  
KMN BALL NEWCO, LLC.



**Contract Control Number:**  
**Contractor Name:**

FINAN-201950342-00/ALFRESCO: CE7Y064-04  
KROENKE ARENA COMPANY LLC  
THE DENVER NUGGETS LIMITED PARTNERSHIP;  
COLORADO AVALANCHE, LLC

By: See attached signature pages

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:** FINAN-201950342-00/ALFRESCO: CE7Y064-04  
**Contractor Name:** KROENKE ARENA COMPANY LLC;  
THE DENVER NUGGETS LIMITED PARTNERSHIP;  
COLORADO AVALANCHE, LLC

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:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk and Recorder, Ex-Officio Clerk of the City  
and County of Denver

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Manager of Finance

By:

\_\_\_\_\_  
Auditor

**KROENKE ARENA:**  
KROENKE ARENA COMPANY, LLC,  
a Colorado limited liability company

By: KMS SPORTS, LLC,  
a Missouri limited liability company,  
its Manager

By:   
E. Stanley Kroenke, Manager

**NUGGETS LP:**  
THE DENVER NUGGETS LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: KMN BALL NEWCO, LLC,  
a Delaware limited liability company,  
its General Partner

By: KMN BALL, LLC,  
a Missouri limited liability company,  
its Manager

By:   
Josh Walton Kroenke, Manager

**AVALANCHE LLC:**  
COLORADO AVALANCHE, LLC, a Colorado  
limited liability company

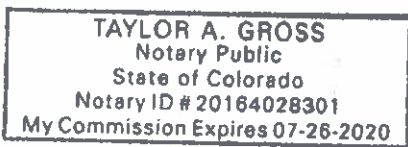
By: KMA STICK, LLC, a Missouri  
limited liability company, its Member

By:   
Josh Walton Kroenke, Manager

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 24 day of May, 2019, by E. Stanley Kroenke as Manager of KMS Sports, LLC, a Missouri limited liability company, as Manager of Kroenke Arena Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

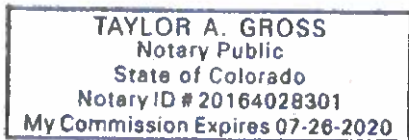


Taylor A. Gross  
Notary Public  
My commission expires: 07/26/2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 24 day of May, 2019, by Josh Walton Kroenke as Manager of KMN Ball, LLC, a Missouri limited liability company, as Manager of KMN Ball Newco, LLC, a Delaware limited liability company, the General Partner of The Denver Nuggets Limited Partnership, a Delaware limited partnership.

Witness my hand and official seal.

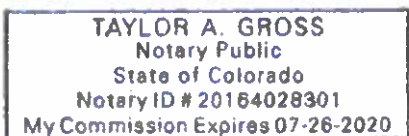


Taylor A. Gross  
Notary Public  
My commission expires: 07/26/2020

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 24 day of May, 2019, by Josh Walton Kroenke, as Manager of KMA Stick, LLC, a Missouri limited liability company, as sole member of Colorado Avalanche, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Taylor A. Gross  
Notary Public  
My commission expires: 07/26/2020