

LOAN AGREEMENT

Part I

THIS LOAN AGREEMENT (this “Loan Agreement”), in two Parts, Part I and Part II, is made by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (“Lender” or “City”), **2201 ARAPAHOE LLC**, a Colorado limited liability company whose address is 2201 Arapahoe Street, Denver, Colorado 80205 (“Borrower” or “Contractor”), and **Brian M. Dunn**, an individual whose address is 5501 Montview Boulevard, Denver, Colorado 80207, and **Great Divide Brewing Company**, a Colorado corporation whose address is 2201 Arapahoe Street, Denver, Colorado 80205 (“Guarantor” or collectively, the “Guarantors”).

WITNESSETH:

WHEREAS, the City is acting pursuant to federal grant conditions with respect to making Revolving Loan Fund (RLF) Loans to selected business entities within a designated target area; and

WHEREAS, the Borrower is an eligible borrower pursuant to the provisions of the RLF-CDBG (Community Development Block Grant) Loan Program and is ready, willing, and able to meet the conditions of the Program; and

WHEREAS, Guarantors are desirous that Borrower receive the loan described herein, will be benefited thereby, and are willing to personally guarantee repayment of the loan;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties agree as follows:

1. CONTINGENCIES: The City’s loan is contingent upon the following:

A. The re-zoning of the property located at 3403 Brighton Boulevard, Denver, Colorado 80216 (the “Property”) to a zoning designation appropriate for Borrower’s purposes of locating a microbrewery.

B. The closing of a bank’s acquisition and construction loan in connection with the Property prior to or simultaneous with closing of the City loan referenced herein. Such acquisition and construction loan and the aggregate amount incurred in connection therewith, including amounts incurred prior to, simultaneously with or subsequent to the closing of the City loan, shall be referred to herein as the “Commercial Loan.”

2. LOAN TO BORROWER: Subject to the terms of this Loan Agreement, the City agrees to lend Borrower the sum of One Million Dollars (\$1,000,000.00), to be repaid, together with

interest at the rate of four percent (4%) per annum, over a term of one hundred twenty (120) months. Such principal and interest shall be due and payable in monthly installments of Five Thousand Two Hundred Seventy-Eight and 40/100 Dollars (\$5,278.40), commencing on the first day of the seventh (7th) month following the month of execution of a promissory note in form satisfactory to the City evidencing this loan (the “Promissory Note”), and should continue thereafter on the first day of each succeeding month. The entire unpaid balance shall be due and payable on or before the first day of the one hundred twenty-first (121st) month following the month of execution of the Promissory Note. Interest shall commence accruing on the first day of the sixth (6th) month following the month of execution of the Promissory Note. Borrower shall pay to the City an amount of Ten Thousand Dollars (\$10,000.00) upon closing as a loan processing fee, which fee shall be in addition to the principal and interest payments due hereunder, and shall not credit against the amounts otherwise due.

3. SECURITY FOR REPAYMENT:

This loan will be secured by one or more deeds of trust (the “Deeds of Trust”), in a form or forms satisfactory to City, on the Property, subject to prior encumbrances not exceeding the aggregate amount of the Commercial Loan.

Repayment shall be personally guaranteed in form satisfactory to City, by Guarantors, jointly and severally.

4. SUBORDINATION:

The Director of the Office of Economic Development or the Director’s designee is authorized to execute documents necessary to subordinate the lien of the City’s Deeds of Trust, so long as (i) such documents are in form satisfactory to the City Attorney; (ii) encumbrances prior to the City’s Deeds of Trust do not exceed the aggregate amount of the Commercial Loan; and (iii) Borrower is not then in default of its obligations hereunder.

5. USE AND DISBURSEMENT OF FUNDS: Loan proceeds will be used for acquisition of the Property. Funds will be disbursed upon receipt of documentation reasonably satisfactory to the fiscal department of OED, in accordance with the following budget:

Acquisition of 3403 Brighton Boulevard	\$1,000,000.00
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Acquisition funds will be disbursed at a scheduled closing, and in a manner reasonably acceptable to OED. These budget items may be revised with the written approval of OED, provided the revised budget does not exceed the amount of the loan. Expenses incurred prior to August 1, 2013 will not be reimbursed.

6. DEADLINE FOR DISBURSEMENT OF FUNDS: Borrower agrees that all conditions required for a closing hereunder shall have been met within ninety (90) days following the date of this Loan Agreement, or the City may terminate this Loan Agreement. This deadline may be extended with the written approval of OED. For the avoidance of doubt, the conditions required for a closing hereunder include: (i) the contingencies listed in Section 1 of this Loan Agreement; (ii) environmental clearance as described in Section 8 of this Loan Agreement; (iii) the receipt by the City of a title commitment and policy for the Property; and (iv) the receipt by the City of a settlement statement for the Property.

7. JOB CREATION AND RETENTION: Borrower agrees to create twenty-nine (29) new permanent, full-time jobs with funds received under this Loan Agreement. Borrower agrees that at least fifty-one percent (51%) of these jobs will be held by or will be made available to low and moderate income persons as defined by the United States Department of Housing and Urban Development pursuant to 24 C.F.R. 570.208. In addition to the other requirements of 24 C.F.R. 570.208, jobs that are not held or filled by a low or moderate income person may be considered to be available to low and moderate income persons for the purposes of this section only if: (A) special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or Borrower agrees to hire unqualified persons and provide training; and (B) Borrower takes actions to ensure that low and moderate income persons receive first consideration for filling such jobs.

A chart identifying the total number of permanent jobs, including job title and job classification, to be created and retained is attached hereto and incorporated herein as **Exhibit A-1**. The listing of definitions for job titles and job classifications as defined by the Economic Development Administration (EDA) is attached hereto and incorporated herein as **Exhibit A-2**. Borrower agrees to create these jobs by the twenty-fourth (24th) month from the month of execution of the Promissory Note. Unless extended in writing by OED, failure to meet this deadline will constitute default under the Article entitled "Default and Acceleration," herein below.

For each new person hired, Borrower agrees to provide the City with all of the information required by the "Employment and Income Certification form" (E&I form) which is attached hereto and incorporated herein as **Exhibit A-3**. The E&I forms must be submitted to the City until such as time as the number of jobs indicated above have been created and filled. In the event that fifty-one percent (51%) of the new positions created are not held by low and moderate income persons, the Borrower is required to submit a report to the City once every twelve (12) month period calculated from the month of execution of the Promissory Note, describing what steps were taken to ensure that the position(s) was made available to low and moderate income persons as detailed by (A) and (B) of this section delineated above.

8. ENVIRONMENTAL AND HISTORIC CLEARANCE: No loan proceeds may be obligated or spent until Borrower has received written environmental and historic clearance from OED. Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project. The Borrower covenants that it shall not allow any hazardous substances to be above, in, on, or under the Property, and that it shall not generate, use, have, manage or release or allow the generation, use, presence, management or release of any hazardous substance above, in, on, under or from the Property. Borrower shall be solely responsible for, and shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous substances on, under or about the Property.

9. DEFAULT AND ACCELERATION: Borrower expressly agrees that the refusal or inability of the Borrower to make the payments called for to the City, any other default or breach of this Loan Agreement, the Promissory Note, or Deeds of Trust shall constitute a default. The City also may declare a default if any warranty, representation or statement made or furnished to the City by or on behalf of Borrower in connection with this Loan proves to have been false in any material respect when made or furnished. Upon the existence of a default, including non-monetary default, and without necessity of notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by the Borrower, the City shall have the right to accelerate any outstanding obligations of the Borrower, which shall be immediately due and payable, including payments under the Promissory Note, to foreclose upon the Property, and to enforce or assign its

rights under the Deeds of Trust. Borrower agrees to pay a late charge of five percent (5%) of any monthly installment not received on or before the fifteenth (15th) day after the installment is due. Upon default, the principal shall draw interest at the rate of fifteen percent (15%) per annum.

A. The City may also suspend or terminate this Contract, in whole or in part, if Borrower materially fails to comply with any term of this Contract, including if Borrower becomes delinquent to the City on any loan, contractual, or tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Borrower ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Borrower is non-compliant with any applicable rules, laws, regulations, or Contract terms or City loan obligation, and only after the City provides a 30 day notice to cure that remains uncured by Borrower, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Borrower is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

10. EXPENSES: The Borrower agrees to pay all direct costs, expenses, and attorney fees reasonably incurred by the City in connection with the Borrower's breach or default of this Loan Agreement, the Promissory Note, and the Deeds of Trust. The Borrower agrees to pay reasonable costs as set forth in Section 2 associated with the loan closing. The Borrower agrees to pay for a title and commitment policy in connection with the Property.

11. INSECURITY: The Borrower agrees that should the City reasonably deem this loan to be insecure, in accordance with this Loan Agreement or with Borrower's Promissory Note including, but not limited to the voluntary or involuntary dissolution or cessation of business by the Borrower, the filing of a petition in bankruptcy or an assignment for the benefit of creditors, the breach of any condition of the Community Development Block Grant Agreements set out below, the breach of any loan agreement or security agreement to any other lenders on the project, such insecurity shall be deemed a default under the Article herein entitled "DEFAULT AND ACCELERATION" and the entire amount of the loan shall be immediately due and payable, notwithstanding the Borrower's full compliance with any payment obligations under this Loan Agreement or the Promissory Note or Deeds of Trust.

12. EXAMINATION OF RECORDS: The Borrower agrees that the Comptroller

General of the United States, the U. S. Department of Housing and Urban Development (“HUD”) the City or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Loan Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Borrower involving transactions related to this Loan Agreement.

13. CONDITIONS: This Loan Agreement is subject to the Housing and Community Development Act of 1974, as amended, regulations issued by HUD, 24 C.F.R. 570 et seq., and the Community Development Block Grant Agreements entered into between the City and HUD. This Loan Agreement is also subject to the City’s Charter and Revised Municipal Code, as the same may be amended from time to time. The obligation of the City to lend the above sums shall only extend to payment of monies appropriated for this Loan Agreement by the United States of America and paid into the Treasury of the City and County of Denver as an applicable cost under the terms of the Community Development Block Grant Agreements referred to above.

This Loan Agreement is also subject to the terms and conditions set forth in **Part II**, attached hereto and incorporated herein by this reference.

14. ASSIGNMENT: The City is not liable under this Loan Agreement to any party other than the Borrower. The Borrower shall not assign its interest in this Loan Agreement except upon prior written consent of the City, except that Borrower may assign its interest in this Loan Agreement to an affiliate of Borrower without further approval of the City.

15. INSURANCE: Borrower or its contractor shall procure and maintain insurance in the following types and amounts:

A. Where loan proceeds are disbursed for construction, Builders Risk Insurance or an Installation Floater in the amount of the value of the Property as improved and renovated, with the City and County of Denver named as loss payee.

B. Commercial General Liability Insurance covering all operations by or on behalf of Borrower, on an occurrence basis with limits not less than \$1,000,000 per occurrence, \$1,000,000 for each personal and advertising injury claims, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Borrower’s contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates of insurance for each subcontractor.

C. Worker's Compensation and Employer's Liability Insurance at statutory limits and otherwise sufficient to ensure the responsibilities of Borrower and its contractor under Colorado law.

D. Special cause of loss form property insurance satisfactory to the City in the amount of the value of the property subject to **the Deeds of Trust**, with the City named as loss payee.

E. Certificates of Insurance evidencing the above shall be submitted to OED prior to the disbursement of funds hereunder. Policies shall include a waiver of subrogation and rights of recovery as against the City. Insurance companies providing the above referenced coverage must be authorized to issue insurance in Colorado and be otherwise acceptable to the Director of Risk Management.

16. DEFENSE & INDEMNIFICATION:

A. Borrower hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Borrower or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Borrower's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Borrower's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Borrower will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's

exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Borrower under the terms of this indemnification obligation. The Borrower shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. WAIVER: No waiver of any breach or default under this Loan Agreement shall be held to be a waiver of any other or subsequent breach or default. All remedies afforded in this Loan Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

18. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, the Borrower agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Borrower further agrees to insert the foregoing provision in all subcontracts hereunder.

19. BINDING EFFECT: This Loan Agreement shall be binding upon the parties and shall inure to the benefit of their respective successors, assigns, representatives, and heirs.

20. COMMERCIAL TRANSACTION: Borrower agrees and warrants that this Loan Agreement and the obligations created herein constitute a commercial transaction and is not a consumer obligation or consumer related loan or obligation.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

A. The Borrower represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

B. The Borrower will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

C. The Borrower shall include the certification contained in subparagraph A of this section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

D. The Borrower will immediately notify OED in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this contract if due to changed circumstances the Borrower or any of its principals have subsequently been excluded by a federal agency.

E. The representation made in subparagraph A of this section is a material representation of fact upon which reliance was placed when this transaction was entered into.

22. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties hereto. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____


By_____

By_____



Contract Control Number: OEDEV-201312579-00

Contractor Name: 2201 ARAPAHOE LLC

By: 

Name: Brian Dunn
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



2013 – 2015 Job Creation/Retention Grid
Great Divide Brewing Co Current Facility

[illegible]

For OED purposes only

Total FTE jobs to be created (Hours/week of new hires divided by 40): 29 FTEs Total jobs retained:

Total FTE jobs to be created (Hours/week of new hires divided by 40): 29 FTEs Total jobs retained:

The U.S. Dept. of Housing and Urban Development provides funding for this loan program. At least 51% of the jobs to be created or retained must be made available to low-and-moderate income persons.

Name of Borrower: 2201 Arapahoe LLC

Signature: [Signature]

Date: 9.4.13



2013 – 2015 Job Creation/Retention Grid

Great Divide Brewing Co Current Facility

# of Positions	Position/Title	Classification	Currently Employed	New Hire	Hours/Week	Requires Special Skills or Education	Available Low to Moderate Income Persons	Hourly Wage Rate (Estimated)	Estimated Date of Hire
1	Sales Manager	Manager		X	FT	Yes	No	24	2013
2	Production Manager	Manager		X	FT	Yes	No	20	2013
5	Production	Craft Worker		X	FT	No	Yes	15	2014
3	Tap Room	Craft Worker		X	FT	No	Yes	15	2014
2	Mechanic	Technician		X	FT	Yes	Yes	21	2014
4	Salesperson	Sales		X	FT	No	Yes	20	2014
1	CFO	Manager		X	FT	Yes	No	30	2014
1	Business Operations	Manager		X	FT	Yes	No	28	2014
7	Production	Craft Worker		X	FT	No	Yes	15	2015
3	Salesperson	Sales		X	FT	No	Yes	20	2015

For OED purposes only

Total FTE jobs to be created (Hours/week of new hires divided by 40): 29 FTEs Total jobs retained: _____

The U.S. Dept. of Housing and Urban Development provides funding for this loan program. At least 51% of the jobs to be created or retained must be made available to low-and-moderate income persons.

Name of Borrower: 2201 Arapahoe LLC

Signature: _____

Date: _____

Exhibit A-2

Economic Development Administration (EDA) Job Category/Classification Definitions:

1. **Officials and Managers**
Occupant requiring administrative personnel who set broad policies, exercise overall responsibility of execution of these policies, and individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.
2. **Professional**
Occupants requiring either college graduation or experience of such kind and amount as to provide a comparable background includes: accountants and auditors, airplane pilots and navigators, architects, artist, chemist, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientist, registered professional nurses, professional and labor relations workers, physical scientist, physicians, social scientist, teachers, and kindred workers.
3. **Technicians**
Occupants requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education such as is offered in many technical in states and junior colleges, or through equivalent on the job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematic sides, licensed practical or vocational nurses, photographers and radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science) and kindred workers.
4. **Sales**
Occupants engaging wholly or primarily in direct selling includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, sale workers, demonstrators retail sale workers, and sales clerks, grocery clerks and cashiers, and kindred workers.
5. **Office and clerical**
Includes all clerical-type work regardless of level of difficulty, where the activities and predominately non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and account), messengers, and office helpers, office machine operators, shipping and receiving clerks, stenographers, typist, and secretaries, telegraph and telephone operators and kindred workers.
6. **Craft Worker (skilled)**
Manual workers of relatively high level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisor and lead operators (who are not members of management). Mechanic and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal) motion picture projectionist, pattern and model makers, stationary engineers tailors, and kindred workers.

7. **Operatives (semi-skilled)**

Workers who operate machines or other equipment to perform other factory-type duties or intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, electricians, machinist, mechanics, building trades, metal working trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dressmakers and sewers (except factory), dryer's furnaces workers, heaters (metal), laundry and dry cleaning, operatives, milliners, mine operative and laborer, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, boiler tenders, truck and tractor drivers, weavers (textile), welders, and flame metal, and kindred workers.

8. **Laborers (unskilled)**

Workers in manual occupations which generally require no special training perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and ground keepers, stevedores, wood choppers, laborer performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. **Service Workers**

Workers in both protective and non protective service occupation includes attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), barbers, chair workers and cleaners, cook (except household), counter and fountain workers, elevator operators, firefighters and fire protection guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

**EMPLOYMENT AND INCOME CERTIFICATION FORM**

Your employer has received economic development loan funds from the City and County of Denver. The City's Office of Economic Development requires that the business entity demonstrate creation and/or retention of jobs for low- and moderate-income individuals. Please complete all the information requested below. For assistance in completing this form, please call (720) 913-1543.

1. **Employer Name:** _____
Employer Address: _____
Employer Phone Number: _____
2. **Employee Name:** _____
Employee Address: _____
3. **Date Hired:** _____
 - Original Job Title: _____
 - Current Job Title: _____
 - Please match subject position with EDA classification found in Exhibit A-2: _____
 - Prior to this current employment, were you unemployed? Yes _____ No _____
4. **Employee Status:** () Permanent: Hours/Week: _____
() Seasonal: Hours/Week: _____
() Temporary: Hours/Week: _____
Receiving health care benefits? Yes _____ No _____
5. **Family Status:**
Number of individuals in household _____

Check the appropriate range for the total income of all related family members living with you, including your income, for the 12 months prior to the date you were hired:

- | | |
|-------------------------|-------------------------|
| () \$0 - \$42,500 | () \$60,701 - \$65,600 |
| () \$42,501 - \$48,600 | () \$65,601 - \$70,450 |
| () \$48,601 - \$54,650 | () \$70,451 - \$75,300 |
| () \$54,651 - \$60,700 | () \$75,301 - \$80,150 |

6. **Employee Information:**
 - Gender: () Female () Male
 - Is the Head of Household Female? _____ Yes or _____ No
 - Ethnicity (select only one):
Hispanic or Latino _____ Not Hispanic or Latino _____
 - Race: (select only one):

SINGLE RACE CATEGORY	MULTI-RACE CATEGORY
White	American Indian/Alaska Native & White
Black/African American	Asian & White
Asian	Black/African American & White
American Indian/Alaska Native	American Indian/Alaska Native & Black/African American
Native Hawaiian/Other Pacific Islander	Other Multi-race (Please explain)

I hereby certify that, to the best of my knowledge, the above information is complete and correct. I understand that the information I have provided is subject to verification by the City and County of Denver and by the U.S. Department of Housing and Urban Development (HUD). *NOTE: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).*

Employee Signature**Date**

5/2010