

91-1097-A9

**HISTORIC CNB BUILDING TAX INCREMENT AREA AND APPROPRIATED
LODGER'S TAX PROJECT AREA**

COOPERATION AGREEMENT

BETWEEN

**CITY AND COUNTY OF DENVER, COLORADO,
(City)**

AND

**THE DENVER URBAN RENEWAL AUTHORITY
(DURA)**

Dated as of _____, 2010

**THE HISTORIC CNB BUILDING TAX INCREMENT AREA AND
APPROPRIATED LODGER'S TAX PROJECT AREA
COOPERATION AGREEMENT**

**THIS HISTORIC CNB BUILDING TAX INCREMENT AREA AND
APPROPRIATED LODGER'S TAX PROJECT AREA COOPERATION
AGREEMENT** (this "Cooperation Agreement"), dated as of _____, 2010,
by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the "City"), a
home-rule city and a municipal corporation of the State of Colorado, and the **DENVER
URBAN RENEWAL AUTHORITY** ("DURA"), a body corporate duly organized and
existing as an urban renewal authority under the laws of the State of Colorado (the "State").

WITNESSETH:

WHEREAS, the City is a home-rule city and a municipal corporation duly
organized and existing under and pursuant to Article XX of the Colorado Constitution and
the Charter of the City (the "Charter"); and

WHEREAS, DURA is a body corporate and has been duly created, organized,
established and authorized by the City to transact business and exercise its powers as an
urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law,
Section 31-25-101, et seq., Colorado Revised Statutes (the "Act"); and

WHEREAS, the Denver City Council approved the Downtown Denver Urban
Renewal Plan in February, 1993, by ordinance (the "Ordinance"); and

WHEREAS, the Denver City Council approved an Amendment to the Downtown
Denver Urban Renewal Plan (the "Urban Redevelopment Plan") to add the Historic CNB
Building as an Urban Redevelopment Project and to create the Historic CNB Building
Property and Sales Tax Increment Areas by authority of an Ordinance approved in 2010
(the "CNB Amendment Ordinance"); and

WHEREAS, pursuant to Sections 31-25-107 and 31-25-109 of the Act, DURA has
the power and authority to issue or incur notes, interim certificates or receipts, bonds,
certificates of indebtedness, debentures, advances, or other obligations, including refunding
obligations for the purpose of financing the activities and operations authorized to be
undertaken by DURA with respect to urban redevelopment projects in accordance with the
Urban Redevelopment Plan, this Cooperation Agreement, the Act and other related
agreements, as approved by the City; and

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

WHEREAS, the City and DURA are desirous of entering into this Cooperation Agreement to establish certain matters relating to the undertakings and activities by DURA and the City with respect to the Urban Redevelopment Plan and the Urban Redevelopment Project and creating the historic CNB Building Property and Sales Tax Increment Areas.

WHEREAS, The City and DURA also desire to seek annual appropriations from City Council for an amount equivalent to a certain portion of the Lodger's Tax revenue derived within the Appropriated Lodger's Tax Project Area.

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, DURA and the City hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals of this Cooperation Agreement shall have the meanings set forth therein wherever used in this Cooperation Agreement. In addition, for all purposes of this Cooperation Agreement, the following terms shall have the meanings set forth below.

“Appropriated Lodger's Tax Equivalent” means, for each Fiscal Year subsequent to the creation of the Tax Increment Area, the amount appropriated by the City Council in accordance with Section 5.1 of this Cooperation Agreement, which amount is to be equal to the estimated Lodger's Tax Project Revenues for such Fiscal Year within the Appropriated Lodger's Tax Project Area.

“Appropriated Lodger's Tax Project Area” means the area more particularly described in Exhibit A attached hereto and incorporated herein which area is coterminous with the Tax Increment Area.

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

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

“Fiscal Year” means the fiscal year of the City, which commences on January 1 of each calendar year and ends on December 31 of the same calendar year.

“Incremental Property Taxes” means, for each Fiscal Year subsequent to the creation of the Property Tax Increment Area, all Property Tax Revenues in excess of Property Tax Revenues produced by the levy of Property Tax on the Property Tax Base Amount; provided that (a) such amount shall be reduced by any lawful collection fee charged by the City; and (b) in the event of a general reassessment of taxable property in the Property Tax Increment Area, Incremental Property Taxes shall be proportionately adjusted in the manner required by the Act.

“Incremental Sales Taxes” means, for each Fiscal Year subsequent to the creation of the Sales Tax Increment Area, all Sales Tax Revenues in excess of the Sales Tax Base Amount; provided that such amount shall be reduced by costs and expenses of the City for such Fiscal Year of enforcing the Sales Tax in the Sales Tax Increment Area and collecting the Sales Tax Revenues as allowed by State statute, including the pro-rata share of uncollectible Sales Tax Revenues to be absorbed by DURA for such Fiscal Year as set forth in this Cooperation Agreement.

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

“Lodger’s Tax Project Rate” means seven percent (7%).

“Lodger’s Tax Project Revenues” means revenues derived by applying the Lodger’s Tax Project Rate to the revenues from the purchase price paid or charged for lodging under Article IV of Chapter 53 of the City Code within the Appropriated Lodger’s Tax Project Area.

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

“Owner/Developer” means any owners of the real or personal property within the Tax Increment Area and any person or entity undertaking, funding, or financing any portion of the Urban Redevelopment Project.

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

“Property Tax” means the real and personal property taxes produced by the levy at the rate fixed each year by the governing bodies of the various taxing jurisdictions within or overlapping the Property Tax Increment Area.

“Property Tax Base Amount” means the total valuation for assessment last certified by the County Assessor for the City of all taxable property within the Property Tax Increment Area prior to approval by the Denver City Council of the Property Tax Increment Area.

“Property Tax Increment Area” means the Historic CNB Building Project area more particularly described on Exhibit A, attached hereto and incorporated herein, which area is coterminous with the Tax Increment Area.

“Property Tax Revenues” means the amount derived by the City and all taxing jurisdictions from the levy of Property Tax within the Property Tax Increment Area.

“Redevelopment Agreement” means any Redevelopment Agreement relating to the Urban Redevelopment Project, as it may be amended from time to time, to be entered into by the Authority and the Owner/Developer, or the Authority and such other party or parties as may be agreed upon by the Authority.

“Sales Tax” means the sales tax levied by the City from time to time on the retail sale of taxable goods and services, excluding (a) that portion of the Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 557, Series of 1987, on food and beverages not exempted from taxation under Section 53-26(8) of the City Code, at the rate of one-half percent (0.5%) of the purchase price, (b) that portion of the Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 557, Series of 1987 and by Ordinance No. 973, Series of 1999, on the short-term rental of automotive vehicles, at the rate of three and three-quarters percent (3.75%) of the rentals paid or purchase price; (c) that portion of the Sales Tax levied by Section 53-27 of the City Code, as amended by Ordinance No. 556, Series of 2006 for the Denver pre-school program at the rate of twelve-one-hundredths percent (0.12%), and (d) that portion of any increase to the percentage rate of the Sales Tax, if any, designated by ordinance by the City following the date hereof for specific purposes.

“Sales Tax Base Amount” means the actual collection of Sales Tax Revenues during the twelve (12) month period ending on the last day of the month prior to the effective date of the Sales Tax Increment Area. The Sales Tax Base Amount shall be jointly certified by the Manager of Finance of the City and the Executive Director of DURA prior to the execution of the Redevelopment Agreement.

“Sales Tax Increment Area” means the Historic CNB Building Project area more particularly described in Exhibit A, attached hereto and incorporated herein, which area is coterminous with the Tax Increment Area.

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

“Small Business Enterprise Utilization Program” shall have the meaning set forth in Section 3.2 of this Agreement.

“Tax Increment Area” means collectively the Sales Tax Increment Area and the Property Tax increment Area, which are coterminous.

“Urban Redevelopment Project” means the redevelopment of the Historic CNB Building into an approximately 230-room, six-story hotel with ground floor retail and approximately 6,000 square feet of meeting space within the Tax Increment Area.

ARTICLE II LAND USE MATTERS

Section 2.1. Street and Utility Relocations. The City agrees, to the extent permitted by its Charter, ordinances, regulations, applicable franchise agreements and the Constitution and laws of the State of Colorado, to cooperate with DURA in accomplishing

any street and utility locations and relocations required by any Redevelopment Agreement relating to the Urban Redevelopment Project in furtherance of the Urban Redevelopment Plan; provided, that the City in no way commits itself to any expenditure of moneys to carry out its duties under this section.

ARTICLE III SPECIAL PROGRAM REQUIREMENTS

Section 3.1. First Source Program. With respect to the Redevelopment Agreement or for any other agreement DURA implements in connection with the Urban Redevelopment Project, DURA shall require the Owner/Developer to carry out DURA's First Source Hiring Program ("First Source Program").

Section 3.2. Small Business Enterprise Utilization Program. Pursuant to DURA's policy, DURA shall require Owner/Developer to develop a small business enterprise utilization plan regarding small business enterprise participation for the Redevelopment Agreement and for any other agreement DURA implements in connection with the Urban Redevelopment Project. DURA agrees to implement and enforce, or cause Owner/Developer to implement and enforce, such small business enterprise utilization plans and to review and, if necessary, update such plans from time to time.

Section 3.3 Enhanced Training Opportunities Policy. Pursuant to DURA's policy, DURA will require Owner/Developer to develop an enhanced training opportunities plan for the Redevelopment Agreement and for any other agreement DURA implements in connection with the Urban Redevelopment Project. DURA agrees to implement and enforce, or cause Owners/Developers to implement and enforce, such plans and to review and, if necessary, update such plans from time to time.

Section 3.4 Prevailing Wage Policy. DURA has adopted a Prevailing Wage Policy which is applicable in certain circumstances. In the event any improvements funded in whole or in part with tax increment financing provided by DURA are deemed to be "City Projects" pursuant to DURA's Prevailing Wage Policy, DURA will require any Owner/Developer constructing such improvements to comply with the City's prevailing wage requirements for the construction of such improvements.

ARTICLE IV PROPERTY AND SALES TAX INCREMENT

Section 4.1. Collection and Disbursement of Incremental Sales Tax Revenues. The City shall promptly pay over to DURA on a monthly basis the Incremental Sales Taxes, subject to the limitations herein. DURA acknowledges that there is usually a two-month delay between the retailer's collection of Sales Tax Revenues and the City's calculation and payment to DURA of Incremental Sales Taxes. The City shall make payments of Incremental Sales Taxes to the appropriate bank account designated from time to time by DURA. In the event that the City shall be unable to collect through lawful means any Sales Tax Revenues due with respect to the Sales Tax Increment Area, the amount of such uncollectible Sales Tax Revenues shall be allocated between DURA and the City in the same proportion as the total collected Sales Tax Revenues within the

Sales Tax Increment Area are allocated between the City and DURA for such Fiscal Year.

Section 4.2. Changes in the Rate of City Tax Percentage. As set forth in the Act, in the event that there shall occur a change in the percentage of the Sales Tax levied by the City with respect to all or any part of the Sales Tax Increment Area, the portions of Sales Tax Revenues allocated between the City and DURA shall be proportionately adjusted in accordance with such change. In order to implement the provisions of the Act, DURA and the City agree that changes in Sales Tax Revenues derived by reason of (a) any change in the percentage of the Sales Tax rate generally, (b) any change in the percentage of the Sales Tax rate with regard to specific taxable items or transactions, or (c) any extension of the Sales Tax to items or transactions which were not theretofore taxable, shall be allocated between the Sales Tax Base Amount and the Incremental Sales Taxes in the same proportion which the Sales Tax Base Amount and Incremental Sales Taxes bear to the total of the Sales Tax Revenues. Such allocation shall be made based upon the Sales Tax Base Amount, the Incremental Sales Taxes and total Sales Tax Revenues for the last full Fiscal Year prior to the Fiscal Year in which such changes or increase shall become effective.

Section 4.3. Collection of Incremental Sales Tax; Continuing Cooperation. The City hereby agrees to assist DURA by pursuing all of the lawful procedures and remedies available to the City in order to collect the Incremental Sales Taxes and to cause the Incremental Sales Taxes to be applied in accordance with this Cooperation Agreement, the Urban Redevelopment Plan, the Act, and the Ordinance.

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

Section 4.4. Maintenance of Sales Tax. In order to assure DURA's timely payment of certain sums under any Redevelopment Agreement, the City covenants that, so long as a Redevelopment Agreement or any documents relating to outstanding Obligations remain in effect, the City shall not, except as provided below in this Section 4.4, reduce the percentage of the Sales Tax and the City shall not exempt from the Sales Tax any item or transaction which is currently subject to the Sales Tax. The City may reduce, from time to time, the percentage of the Sales Tax or exempt from the Sales Tax, from time to time, any item or transaction which is subject to the Sales Tax (any such change being referred to herein as a "Sales Tax Change") in the event that the net effect of any Sales Tax Change shall not operate to reduce or delay the receipt by DURA of Incremental Sales Taxes as projected at the time of such proposed Sales Tax Change. For purposes of the foregoing covenant, the impact of any Sales Tax Change shall be determined by a projection (the "Tax Revenue Projection") of Incremental Sales Taxes which is approved by DURA and the Manager of Finance. The Tax Revenue Projection shall set forth a comparison of projected Incremental Sales Taxes calculated with and without giving effect to the Sales Tax Change and shall include any increases in

Incremental Sales Taxes projected to occur by reason of any compensating increase in the Sales Tax percentage or any extension of the Sales Tax to previously untaxed items in the event that such increase or extension shall become effective simultaneously with the Sales Tax Change.

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

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

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

ARTICLE V APPROPRIATED LODGER'S TAX EQUIVALENT

Section 5.1. Appropriation of Appropriated Lodger's Taxes Equivalent. Prior to the commencement of each Fiscal Year during the term of this Cooperation Agreement, but no later than August 1 of each preceding year, the City and DURA shall agree on an estimated amount of Lodger's Tax Project Revenues for the upcoming Fiscal Year. The City agrees to consider, in good faith, duly appropriating for such Fiscal Year by specific line item reference amounts estimated to equal the Appropriated Lodger's Tax Equivalent to be derived from such estimated Lodger's Tax Project Revenues authorized and directed to be distributed to DURA under this Article V, as adjusted pursuant to Section 5.2 of this Cooperation Agreement. In each Fiscal Year during the term of this Cooperation Agreement, the Manager of Finance shall include in the annual budget proposal submitted to City Council an item for distribution to DURA of an amount estimated to equal the Appropriated Lodger's Tax Equivalent under this Cooperation Agreement, as adjusted pursuant to Section 5.2 of this Cooperation Agreement; it being the intention of DURA and the City that any decision to make such appropriation shall be made solely by elected officials of the City Council and not by any other official of the City. The financial obligations of the City under this Article V shall extend only to monies appropriated for the purposes of this Cooperation Agreement by the City Council, paid into the City Treasury, and encumbered for purposes of this Cooperation Agreement. DURA acknowledges that (i) the City does not by this Cooperation Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Cooperation Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Payments may be made to DURA by the City under this Article V from any legally available and appropriated funds.

Section 5.2 Disbursement of Appropriated Lodger's Tax Equivalent. Not later than the tenth (10th) day of each month of each Fiscal Year, the City shall pay to DURA, or to its designated depository or assignee, one-twelfth (1/12th) of the amount

appropriated for such Fiscal Year pursuant to Section 5.1 of this Cooperation Agreement. By March 1st of each Fiscal Year, the City shall determine actual collections of Lodger's Tax Project Revenues during such preceding Fiscal Year and compare such actual collections with the amount paid to DURA under this Article of the Cooperation Agreement. If the amount paid to DURA pursuant to this Section is greater than the actual collections of Lodger's Tax Project Revenues, DURA shall pay to the City the amount of difference within thirty (30) days of such calculation. If the amount paid to DURA pursuant to this Section is less than the actual collections of Lodger's Tax Project Revenues, the difference shall be included as an additional amount in the amount requested by the Manager of Finance in the next annual budget proposal to City Council pursuant to Section 5.1 of this Cooperation Agreement. The additional amount appropriated shall be paid to DURA, or to its designated depository or assignee, in a single payment on or before January 31 of the year for which the appropriation is made. All other amounts appropriated shall be paid as set forth in this Section 5.2 of this Cooperation Agreement.

ARTICLE VI TERM

Section 6.1. Term of Incremental Property Taxes, Incremental Sales Taxes and Appropriated Lodger's Tax Equivalent Collection. Payment of Incremental Sales Taxes, Incremental Property Taxes and Appropriated Lodger's Tax Equivalent to DURA shall cease on the earlier of (i) the latest date of repayment of all Obligations incurred with all respect to the Urban Redevelopment Project or (ii) the date that is twenty-five (25) years from the date of the approval by the Denver City Council of the Sales Tax Increment Area and Property Tax Increment Area authorizing the use of tax increment financing.

Section 6.2 Termination of Cooperation Agreement. Upon cessation of payments of Incremental Sales Taxes and/or Incremental Property Taxes, cessation of payments of Appropriated Lodger's Tax Equivalent as provided herein, and satisfaction of other financial obligations as provided herein, this Cooperation Agreement shall automatically terminate. Non-appropriation of Appropriated Lodger's Tax Equivalent shall not constitute a termination of the obligation to request payments of Appropriated Lodger's Tax Equivalent in subsequent years or result in a termination of this Cooperation Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.1. Right to Pledge Property and/or Sales Tax Increment. DURA shall be entitled to pledge or assign, in whole or in part, the rights of DURA under this Cooperation Agreement, except as to the Appropriated Lodger's Tax Equivalent which may only be pledged or assigned as set forth in Section 7.2, to any trustee or other fiduciary and, upon such assignment, any such assignee shall be entitled to enforce, as a third-party beneficiary, the obligations of the City under the this Cooperation Agreement to pay Incremental Sales Taxes and Incremental Property Taxes to DURA under this Cooperation Agreement.

Section 7.2. Right to Pledge Appropriated Lodger's Tax Equivalent. DURA shall be entitled to pledge or assign, in whole or in part, the rights of DURA under this Cooperation Agreement only in relation to the amount of Appropriated Lodger's Tax Equivalent that has been appropriated by City Council and, upon such assignment, any such assignee shall be entitled to enforce, as a third-party beneficiary, the obligations of the City under this Cooperation Agreement to pay the amount of the Appropriated Lodger's Tax Equivalent that has been appropriated.

Section 7.3. Status of Incremental Sales Taxes and Incremental Property Taxes. The City and DURA agree that the Incremental Sales Taxes and Incremental Property Taxes are the property of DURA pursuant to the Act until the end of the Term. The City further agrees that, in the event that a court of competent jurisdiction determines otherwise, it shall cause its Division of Finance to include the Incremental Sales Taxes and Incremental Property Taxes as a line item in the annual budget request to City Council so that the City Council may consider appropriating such amount to or for the account of DURA. Notwithstanding any provision hereof to the contrary, the City agrees that in the event that the City is required, pursuant to Article X, Section 20 of the Colorado Constitution (the "TABOR Amendment"), to make any refund of any sales taxes or property taxes, it shall not reduce or limit the Incremental Sales Taxes and Incremental Property Taxes paid to or for the account of DURA, except to the extent legally required, provided, that in such case, the City, by and through City Council, shall consider appropriating to or for the account of DURA such amount that is legally required to be deducted. In the event that the City reduces any tax rates in order to effect any required refund or to otherwise comply with the TABOR Amendment (a "TABOR Amendment Rate Change"), the Incremental Sales Taxes and Incremental Property Taxes shall be that amount that would have been collected had the tax rate been equal to such rate existing immediately prior to the first such TABOR Amendment Rate Change, except to the extent such rate is legally required to change; provided, that in such case the City, by and through City Council, shall consider appropriating to or for the account of DURA such amount that is required for DURA to receive the Incremental Sales Taxes and Incremental Property Taxes.

Section 7.4. Amendments and Waivers. No amendment or waiver of any provision of this Cooperation Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Cooperation Agreement may be modified, amended, changed or terminated, in whole or in part, without City Council approval unless City Council approval is required by the Charter. If the Act is changed to allow tax increment for longer than 25 years, DURA and the City agree to consult with VISIT DENVER, The Denver Metro Convention and Visitors Bureau prior to amending Section 6.1(ii) of this Agreement.

Section 7.5. Right to Extend Time for Performance. The parties agree that any time for performance of any term or condition hereunder may be extended for up to two (2) thirty (30) day periods by a letter signed by the Manager of Finance and an authorized representative of DURA. All other amendments to this Agreement must comply with Section 7.4 above.

Section 7.6. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the City.

Section 7.7. Headings. Section headings in this Cooperation Agreement are included herein for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

Section 7.8. Severability. Any provision of this Cooperation Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or lack of authorization without affecting the validity, enforceability or legality of such provisions in any other jurisdiction.

Section 7.9. No Discrimination in Employment. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, gender variance, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 7.10. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to the City: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Manager of Finance
201 W. Colfax, Department 1010
Denver, Colorado 80202

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

Section 7.11. Third-Party Beneficiary. It is the intent of the parties that no third-party beneficiary interest is created in this Agreement except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a

different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

Section 7.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

Section 7.13. No Personal Liability. No elected official, director, officer, agent or employee of the City or DURA shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

Section 7.14. Conflict of Interest. DURA represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee. The Manager of Finance of the City represents that to the best of his information and belief no officer or employee of DURA is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such officer or employee.

Section 7.15. Appropriation. All obligations of the City under and pursuant to Sections 2.1, 3.1 and Article V of this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

Section 7.16. Specific Performance Remedy. In the event of default hereunder by the City or DURA, the exclusive remedy of the non-defaulting party shall be to require the specific performance of the defaulting party. In no event shall either party be entitled to damages or a monetary award, whether in the form of actual damages, punitive damages, an award of attorney fees or costs, or otherwise. Any delay in asserting any right or remedy under this Agreement shall not operate as a waiver of any such right or limit such rights in any way. Non-appropriation shall not constitute an event of default.

Section 7.17. DURA Reporting. DURA shall provide copies of any Redevelopment Agreements or other agreements to which DURA is a party relating to the Urban Redevelopment Project concerning the payment of Property Tax Increment, Sales Tax Increment or Appropriated Lodger's Tax Equivalent to the Manager of Finance within ten (10) days of execution. In the event such agreements are requested pursuant to the Colorado Open Records Act or otherwise, the City shall provide prompt notice to DURA and provide DURA, at DURA's sole expense, the opportunity to review the request, and take legal action if appropriate regarding the release of such agreements.

Section 7.18. Room Block Agreement. DURA shall, in any Redevelopment Agreements relating to the Urban Redevelopment Project, require the developer to enter into a room block agreement with VISIT DENVER, The Denver Metro Convention and Visitors Bureau.

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

CITY AND COUNTY OF DENVER,

ATTEST:

By _____
STEPHANIE Y. O'MALLEY
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Manager of Finance

APPROVED AS TO FORM:

DAVID FINE, Attorney
for the City and County of Denver

By: _____
Director of Theaters and Arenas

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED

By _____
Manager of Finance

Contract Control No. XC0A090

By _____
Auditor

ATTEST:

DENVER URBAN RENEWAL
AUTHORITY

By _____
Tracy Huggins, Secretary

By _____
_____, Chair

EXHIBIT A

PROPERTY TAX INCREMENT AREA SALES TAX INCREMENT AREA APPROPRIATED LODGER'S TAX PROJECT AREA

Colorado National Bank (918 17th St.) – Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 26 THROUGH 32, INCLUSIVE, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
CONTAINING 21,963 SQUARE FEET OR 0.504 ACRE MORE OR LESS.

PARCEL B:

THAT PART OF LOTS 23 THROUGH 25, INCLUSIVE, AND THE NORTHEASTERLY 4.00 FEET OF LOT 22, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 25; THENCE NORTHWEST ALONG THE NORTHEAST LINE OF LOT 25, 125.21 FEET TO THE MOST NORTHERLY CORNER OF LOT 25; THENCE SOUTHWEST ALONG THE NORTHWEST LINE OF LOTS 25, 24 AND 23, A DISTANCE OF 62.63 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 37.75 FEET; THENCE SOUTHWEST PARALLEL WITH THE NORTHWEST LINE OF LOTS 23 AND 22, A DISTANCE OF 16.55 FEET TO THE SOUTHERLY LINE OF THE NORTHEASTERLY 4.00 FEET OF LOT 22; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 77.21 FEET; THENCE NORTHEAST PARALLEL WITH THE SOUTHEAST LINE OF LOTS 22 AND 23, A DISTANCE OF 5.13 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1.50 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 05 SECONDS, AN ARC DISTANCE OF 2.35 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 8.75 FEET TO THE SOUTHEAST LINE OF LOT 23; THENCE NORTHEAST ALONG THE SOUTHEAST LINE OF LOTS 23, 24 AND 25, A DISTANCE OF 72.54 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 9,221 SQUARE FEET OR 0.212 ACRE MORE OR LESS.

PARCEL C:

NON-EXCLUSIVE 'GARAGE EASEMENTS', 'PLAZA EASEMENT', 'UTILITIES EASEMENTS' AND 'BRIDGE EASEMENTS' AS SET FORTH AND MORE FULLY DESCRIBED IN PARAGRAPH(S) 1, 2 AND 3 OF THE EASEMENT AGREEMENT RECORDED MARCH 28, 1990 AT RECEPTION NO. 900026864; AS AMENDED AND RESTATED AND MORE FULLY DESCRIBED IN THE EASEMENT AGREEMENT RECORDED MAY 15, 1997 AT RECEPTION NO. 9700062638; AND FURTHER AMENDED AND RATIFIED UNDER THAT AMENDED, RESTATED AND SUPPLEMENTAL EASEMENT AGREEMENT RECORDED JULY 27, 2000 AT RECEPTION NO. 2000107010, DENVER COUNTY, COLORADO RECORDS.

PARCEL D:

NONEXCLUSIVE EASEMENT FOR UNDERGROUND SANITARY SEWER LINES AND RELATED IMPROVEMENTS AS SET FORTH AND MORE FULLY DESCRIBED IN THE SANITARY SEWER EASEMENT RECORDED JUNE 1, 2000 AT RECEPTION NO. 2000076172, DENVER COUNTY, COLORADO RECORDS.