

**After recording return to:**  
Colorado Rockies Baseball Club  
2001 Blake Street  
Denver, CO 80205  
Attn: General Counsel

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into effective as of March 18, 2022 (the “Effective Date”), between FB 2000 Blake Street, LLC (“Fillmore”), the LoDo District (“LoDo”), and the Colorado Rockies Baseball Club Ltd. (the “Rockies”). Fillmore, LoDo and the Rockies may be individually referred to herein as a “Party” and may be collectively referred to herein as the “Parties”.

### RECITALS

A. Whereas, Fillmore is the owner of that certain real property located at 2000 Blake Street situated in the City and County of Denver, State of Colorado (the “Property”), and

B. Whereas, Fillmore has submitted a rezoning application to the City and County of Denver, Colorado (“City”) to rezone the Property to the C-MX-8 Zone District (the “Rezoning Application”), and

C. Whereas, the approval of the Rezoning Application will enable Fillmore to proceed with redevelopment of the Property by constructing a new mixed-use building with a maximum of eight stories (the “Project”), and

D. Whereas, the subsequent City review and approval processes will address aspects of the Project design through the site development plan process, and

E. Whereas, the Parties all have a mutual desire to ensure that the Project’s design is additive to the neighborhood and compatible with the neighborhood character, and

F. Whereas, the Parties desire to memorialize their mutual understandings with respect to the design of the Project.

Therefore, the Parties agree as follows:

### AGREEMENT

1. Plan Sharing. Fillmore will give prior written notice of and share the Project’s draft Concept Plan and Site Development Plan with LoDo and the Rockies, and will be available to meet to discuss the same, prior to submitting any such plans to the City for review and approval.

2. Maximum Building Height. Fillmore will design and construct the Project with a maximum building height of 102 feet in a manner that does not allow the Coors Field playing field to be seen from the Project’s 7<sup>th</sup> and 8<sup>th</sup> floors, including from any 7<sup>th</sup> or 8<sup>th</sup> story roof decks and/or penthouses.

3. Ground Level Design. In accordance with the requirements set forth in the Downtown Urban Design Standards and Guidelines, Fillmore will design and construct the Project with transparent glazing for wall openings, i.e., doors and windows, along both 20<sup>th</sup> Street and Blake Street for maximum transparency, including a minimum of 50% transparent glass with a maximum reflectance coefficient of approximately .15. Clear, Low-E, or slightly tinted windows will be used to ensure visibility of pedestrian-oriented commercial uses. Fillmore will incorporate oversize operable windows extending

approximately 30 feet from the corner of 20<sup>th</sup> Street and Blake Street (along both the 20<sup>th</sup> Street and Blake Street facades) similar in concept and scale to the renderings attached as hereto as Exhibit A.

4. Upper Story Setback. Fillmore will design and construct the Project with a minimum 10-foot setback (measured from the property line) for floor 7 extending the entire length of the 20<sup>th</sup> Street façade, and a minimum 40-foot setback along the Blake Street façade from the corner of 20<sup>th</sup> Street and Blake Street. Fillmore will also incorporate a minimum 20-foot setback for floor 8 extending the entire length of the Blake Street façade to better scale the building in relation to the Coors Field façade.

5. High Quality Design & Materials. In accordance with the requirements set forth in the Downtown Urban Design Standards and Guidelines, Fillmore will incorporate a variety of vertical and horizontal forms on the facade, using window and door openings, change in materials and textures, and placement of canopies, signage, and lighting so that the quality of design, proportion, and scale of these elements be harmoniously arranged for people to find them pleasing and reflective of the human scale. Except for the ground floor, possibly the second floor, and the setback at the 7<sup>th</sup> and 8<sup>th</sup> floors, the 20<sup>th</sup> Street and Blake Street façades shall be composed of largely solid walls with openings, a substantial portion of which shall be brick similar in color to the brick used in the Coors Field façade or found in historic or contemporary buildings in Lower Downtown. The building shall not be largely composed of glass curtainwall materials. Exterior building materials and finishes shall be detailed to articulate texture and depth and shall be of proven quality and durability. Cementitious stucco, fiber cement siding, or Exterior Insulating Finish Systems (EIFS) shall not be used on the 20<sup>th</sup> Street and Blake Street facades, or on the façade facing the Rockies Plaza. The use of other ‘heavy’ materials (i.e. stone, or metal) and/or high-quality exterior insulated systems that utilize masonry, metal panels, or other durable finishes may be employed at the alley-facing façade or at the upper floors. Materials will be locally or regionally sourced when practical and available.

6. Façade Facing Rockies Plaza. Fillmore will design and construct the façade of the Project that will face and abut the forthcoming Rockies Plaza located north of the Property (“Rockies Plaza”) in a manner that is in keeping with the overall quality of materials and design of Rockies Plaza and Coors Field. Design alternatives for the building façade abutting Rockies Plaza will include either (i) a minimum of at least two of the following elements: façade articulation and/or reveals including minimum 4 inch changes of plane for such elements as pilasters, inset bays and/or horizontal banding; use of brick similar in color to the brick used in the Coors Field façade or found in historic or contemporary buildings in Lower Downtown, for the majority of the side interior Project façade; setback windows per building code and/or inset balconies overlooking Rockies Plaza; upper story setback, in addition to the upper story setback described in paragraph 4, along the side interior lot line or Blake Street frontage to encourage solar access; or (ii) design solutions approved in writing by LoDo and the Rockies.

7. Rezoning Support. LoDo and the Rockies will not object to the Rezoning Application so long as it acknowledges and is conditioned upon the execution and recordation of this MOU.

8. Construction Activities. Fillmore will take commercially reasonable steps to not permit disruptive construction activities, including street and lane closures, take place during the Rockies’ home games of the baseball season(s), which begin on the date(s) of its home-opener(s) and ends at the close of the regular season(s) or as long thereafter as the Rockies are in the playoffs. Fillmore will notify, communicate regularly with, and coordinate its construction schedule with the Rockies in an effort to minimize disruption.

9. Landscaping. Fillmore will design and construct the Project in accordance with enhanced landscaping standards commensurate with the Denver Site Development Plan review requirements in so much as they do not conflict with any city agency requirements. As examples for enhanced landscaping,

see Denver's 2021 Downtown Urban Design Standards and Guidelines, Chapter 4, Private Streetscape Design, in particular Standards 4.01 (streetscape furnishings), 4.02 (clear pedestrian walkway), 4.34 and 4.35 (bicycle and scooter parking), and Guideline 4.09 (creative design of streetscape furnishings).

10. Entire Agreement. This MOU, once executed and delivered by the Parties, embodies and constitutes the entire understanding between the Parties with respect to the Project, and all prior agreements, understandings, representations and statements, oral or written, are merged into this MOU and shall be of no force or effect. No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of said modification, waiver, amendment, discharge or change is sought. All recitals and exhibits to this MOU are incorporated herein and are part of this MOU.

11. Jurisdiction. This MOU shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law principles thereof, to the extent such principles would require or permit the application of the laws of another jurisdiction.

12. Authority. The persons signing this MOU on behalf of the respective Parties represent and warrant that they have full and complete authority to bind each of the Parties, to execute this MOU and to complete the obligations contemplated herein.

13. Successors and Assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, assigns, transferees, or lessees of the Parties and all covenants herein shall apply to and run with the land unless otherwise specifically noted. This MOU shall be recorded in the real property records of the City and County of Denver, Colorado.

14. Notice. All notices provided for herein must be in writing and personally delivered or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the Party at the address given below. Notices delivered personally are effective when delivered. Notices sent by certified or registered mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Fillmore:

Fillmore Capital Partners  
4145 Power Road, Suite C  
Powell, OH 43065  
Attn: Mike Harrington

If to the Rockies:

Colorado Rockies Baseball Club  
2001 Blake Street  
Denver, CO 80205  
Attn: Ballpark Operations

Colorado Rockies Baseball Club  
2001 Blake Street  
Denver, CO 80205  
Attn: General Counsel

Amanda Smith Greenberg  
Otten Johnson Robinson Neff + Ragonetti PC  
950 Seventeenth Street, Suite 1600  
Denver, CO 80202

If to LoDo:

John Wetenkamp  
The LoDo District, Inc.  
1536 Wynkoop Street, #108  
Denver, CO 80202

15. Counterparts. This Agreement may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by each Party and when each Party shall have received counterparts hereof, which, when taken together, bear the signatures of the other Party hereto.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

**Fillmore:**

**FB 2000 Blake Street, LLC,**  
a Delaware limited liability company

By: Dustin A. Fourn  
Name: Dustin A. Fourn  
Its: COO

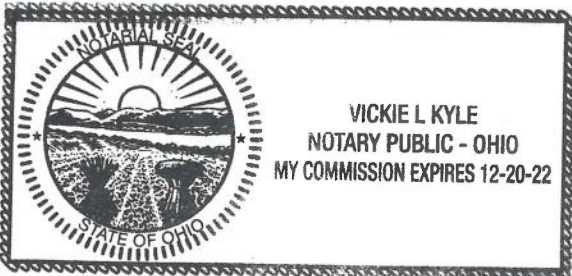
STATE OF Ohio )  
COLORADO ) ss:  
COUNTY OF Delaware )

The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Dustin A. Fourn as COO of FB 2000 Blake Street, LLC, a Colorado limited liability company.

Witness my hand and official seal.

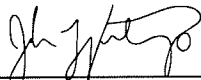
My commission expires: 12/20/22

[Signature]  
Notary Public



**LoDo:**

**The LoDo District, Inc.**  
a Colorado nonprofit corporation

By:   
Name: John Wetenkamp  
Its: Executive Director

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of The LoDo District, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

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

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



**EXHIBIT A**

[see attached]



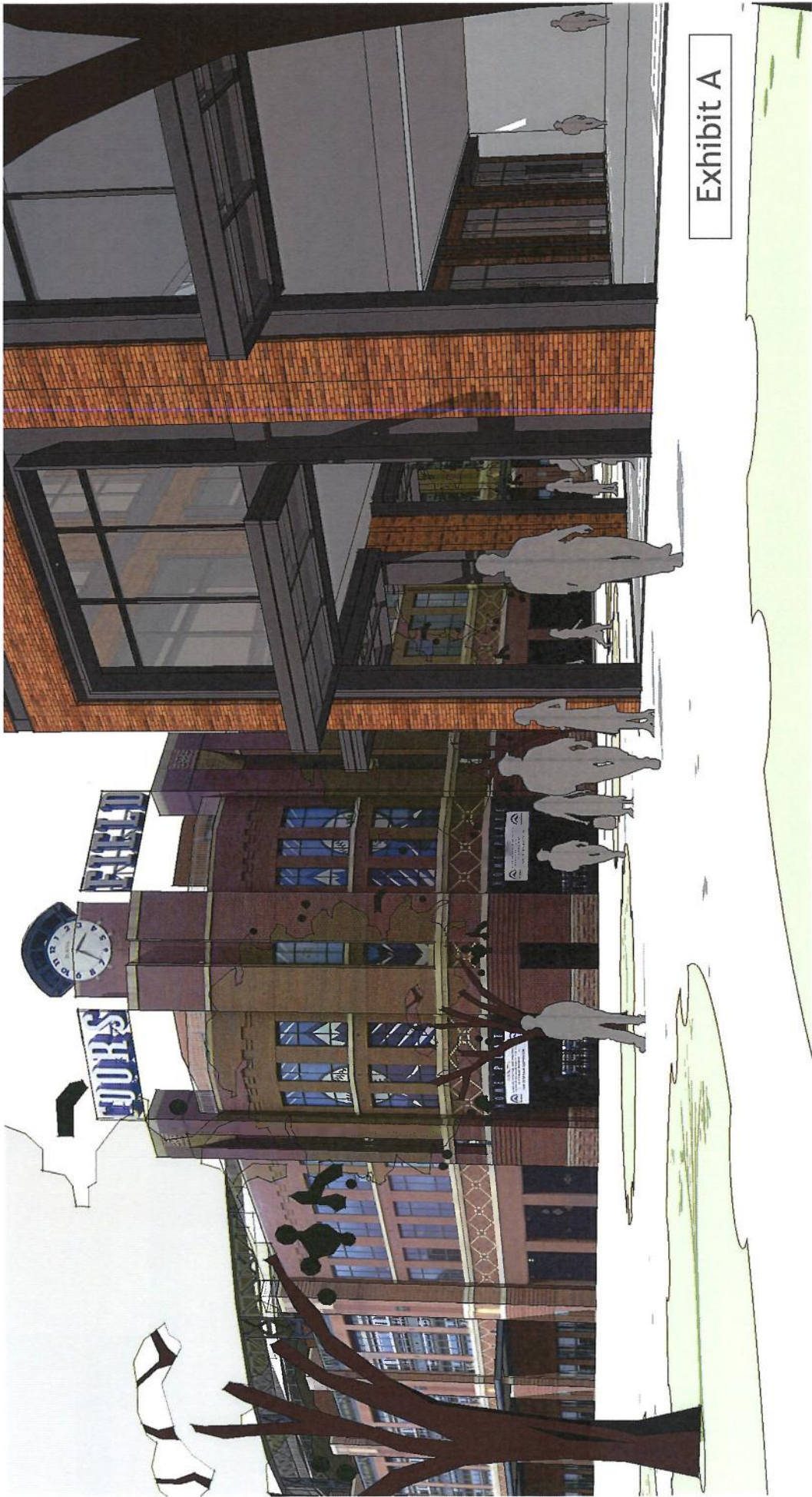


Exhibit A



Exhibit A



Exhibit A



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