29TH AND WELTON
PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA
COOPERATION AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER, COLORADO,
(City)

AND

THE DENVER URBAN RENEWAL AUTHORITY

29TH AND WELTON
PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA
COOPERATION AGREEMENT

THIS 29TH AND WELTON PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA COOPERATION AGREEMENT (this "Cooperation Agreement"), dated as of the Effective Date, 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"), each a "Party" and collectively the "Parties."

W I T N E S S E T H:

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, Sections 31-25-101, *et seq*., Colorado Revised Statutes (as amended from time to time, the "Act"); and

WHEREAS, the Denver City Council approved the creation of the Welton Corridor Urban Redevelopment Area (the "Urban Redevelopment Area") pursuant to the Welton Corridor Urban Redevelopment Plan (the "Urban Redevelopment Plan") by ordinance; and

WHEREAS, the Denver City Council approved an amendment to the Urban Redevelopment Plan to add the 2300 Welton Street Project and to create the 2300 Welton Street Property Tax Area by ordinance (the "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

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.

"Construction Employment Opportunities Policy" shall have the meaning set forth in Section 3.3 of this Cooperation Agreement.

"DRMC" means the Denver Revised Municipal Code, as amended.

"Effective Date" means the date of approval and execution by the Mayor of the City.

"First Source Program" shall have the meaning set forth in Section 3.1 of this Cooperation 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, or any applicable portion of a fiscal year.

"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 Cooperation Agreement.

"Project Art Program" shall have the meaning set forth in Section 3.5 of this Cooperation 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 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 the effective date of the Property Tax Increment Area, as such may be adjusted from time to time in accordance with the Act.

"Property Tax Increment" 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 and paid to DURA by the City; provided that such amount shall be reduced by any lawful collection fee charged by the City.

"Property Tax Increment Area" means the area more particularly described on Exhibit A-1 and depicted on Exhibit A-2, attached hereto and incorporated herein.

"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 less any amount derived from a specially earmarked voter-approved levy by which the City has heretofore committed by contract to pay to a private contractor in order to provide services to residents of the City, including any residents in the Urban Redevelopment Area. "Property Tax Revenues" does not include any amounts derived by the City and all taxing districts either: (a) because voters authorized the City or other taxing district to retain and spend the additional moneys pursuant to Section 20(7)(d) of Article X of the Colorado Constitution subsequent to the creation of the special fund by DURA pursuant to Colorado Revised Statutes § 31-25-107(9)(a)(II) which shall be the date of this Agreement; or (b) as a result of an increase in the property tax mill levy approved by the voters of the City or other taxing district to the extent the total mill levy of the City or other taxing district, subsequent to the creation of the special fund by DURA pursuant to Colorado Revised Statutes § 31-25-107(9)(a)(II) which shall be the date of this Agreement, exceeds the respective mill levy in effect at the time of approval or substantial modification of the Urban Redevelopment Plan without the consent of the City or relevant taxing entity, provided that the amounts derived from the increase in the property tax mill levy as the result of the City removing credited property tax mills that were approved as of the date of this Agreement shall not be excluded.

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

"Sales Tax" means the sales tax levied by the City from time to time: 1) on the retail sales of taxable goods and services in accordance with the DRMC, which as of the date of this Agreement is three and one-half percent (3.5%); 2) on prepared food and beverages not exempted from taxation under Section 53-56 of the DRMC, which as of the date of this Agreement is four percent (4%) of the purchase price; and 3) that portion of any increase in the percentage rate of the Sales Tax not otherwise designated for a specific purpose or purposes by the City. For the purpose of clarity, one- half percent (0.5%) of the Sales Tax levied by Section 53-56 of the DRMC on the purchase price of food and beverages not exempted from taxation under Section 53-55(8) of the DRMC is excluded from the definition of Sales Tax, and all other sales taxes imposed pursuant to the DRMC shall not be included as "Sales Tax" for the purposes of this Agreement.

"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 as certified by the Manager of Finance of the City and agreed upon by the Executive Director of DURA prior to the execution of any Redevelopment Agreement.

"Sales Tax Increment" 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 and paid to

DURA by the City; 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.

"Sales Tax Increment Area" means the area more particularly described in Exhibit A-1 and depicted on Exhibit A-2, attached hereto and incorporated herein.

"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 Cooperation Agreement.

"Tax Increment Area" means collectively the Property Tax Increment Area and the Sales Tax Increment Area, which are coterminous.

"Urban Redevelopment Project" means the redevelopment at 29th and Welton into 62 affordable for sale condominium units and ground floor commercial space.

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 a 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 Guidelines for Utilization of Small Business Enterprises ("Small Business Enterprise Utilization Program"), 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 Construction Employment Opportunities Policy. Pursuant to DURA's policy, DURA will require Owner/Developer to comply with the Construction Employment Opportunities Policy for the Redevelopment Agreement and for any other agreement DURA implements in connection with the Urban Redevelopment Project.

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 "City projects" to comply with the City's then-current prevailing wage requirements for the construction of the "City projects."

Section 3.5 Project Art Program. DURA has adopted and shall require each Owner/Developer to participate in DURA's Project Art program.

ARTICLE IV
PROPERTY AND SALES TAX INCREMENT

Section 4.1 Collection and Disbursement of Sales Tax Increment. The City shall promptly pay over to DURA on a monthly basis the Sales Tax Increment 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 the Sales Tax Increment. The City shall make payments of Sales Tax Increment 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 Sales Tax Increment in the same proportion which the Sales Tax Base Amount and the Sales Tax Increment bear to the total of the Sales Tax Revenues. Such allocation shall be made based upon the Sales Tax Base Amount, the Sales Tax Increment 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 Sales Tax Increment; 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 Sales Tax Increment and to cause the Sales Tax Increment 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 the Sales Tax Increment 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 Sales Tax Increment 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 Sales Tax Increment which is approved by DURA and the City's Manager of Finance. The Tax Revenue Projection shall set forth a comparison of projected Sales Tax Increment calculated with and without giving effect to the Sales Tax Change and shall include any increases in Sales Tax Increment 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 Property Tax Increment. The City agrees to assist DURA in pursuing the objectives and implementation of the Urban Redevelopment Plan by collecting and paying to DURA all Property Tax Increment. The City shall provide DURA with an annual report setting forth all of the mill levies, including detailing any mills collected on behalf of special districts within the Tax Increment Area, and the calculation of the Property Tax Increment. The report shall include calculations as to any additional revenues that the City, any special district or school district levying Property Tax within the Tax Increment Area receives either because the voters have authorized the City, special district or school district to retain and spend said moneys pursuant to Section 20(7)(d) of Article X of the State Constitution subsequent to the creation of the special fund pursuant to Colorado Revised Statutes § 31-25-107(9)(a)(II) which shall be the date of this Agreement, and shall set forth any increase in the mill levy approved by the voters of the City, special district or school district subsequent to the creation of the special fund to the extent the total mill levy of the City, special district or school district exceeds the respective mill levy in effect at the time of approval or substantial modification of the Urban Redevelopment Plan by the adoption of one or more amendments to the Urban Redevelopment Plan, which may be necessitated by the adding of one or more Urban Redevelopment Projects.

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 Property Tax Increment 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
TERM

Section 5.1 Term of Property Tax Increment and Sales Tax Increment. Property Tax Increment and Sales Tax Increment shall cease to accrue to DURA on the earlier of: (a) the latest date of repayment of all Obligations incurred with all respect to the Urban Redevelopment Project; or (b) the date that is twenty-five (25) years from the date of the approval by the Denver City Council of the Property Tax Increment Area and Sales Tax Increment Area authorizing the use of tax increment financing (as calculated, the "Term").

Section 5.2 Termination of Cooperation Agreement. Upon cessation of payments of Property Tax Increment and Sales Tax Increment, and satisfaction of other financial obligations as provided herein, this Cooperation Agreement shall automatically terminate. Each month, DURA shall first apply Sales Tax Increment to payment of the Obligations, and then apply Property Tax Increment. To the extent DURA has funds remaining attributable to the Property Tax Increment after the payment of all Obligations and the termination of this Cooperation Agreement as to the City's obligations hereunder, all such funds, less any fees, costs and expenses of DURA, shall be repaid to each taxing body based on the pro rata share of the prior year's Property Tax Increment attributable to each taxing body's current mill levy in which Property Taxes were divided pursuant to Colorado Revised Statutes § 31-25-107(9). DURA shall: (a) remit such remaining funds attributable to Property Tax Increment; and (b) provide a calculation of the proration to the City. Upon receipt of items (a) and (b) above, the City shall distribute such prorated funds to each appropriate taxing body. Any funds remaining from Sales Tax Increment shall be returned to and retained by the City as the sole contributor of Sales Tax Increment.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Right to Pledge Property Tax Increment 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 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 this Cooperation Agreement to pay Property Tax Increment and Sales Tax Increment to DURA under this Cooperation Agreement.

Section 6.2 Status of Property Tax Increment and Sales Tax Increment. The City and DURA agree that the Property Tax Increment and the Sales Tax Increment 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 Department of Finance to include the Property Tax Increment and the Sales Tax Increment 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 property taxes, it shall not reduce or limit the Property Tax Increment and Sales Tax Increment 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 Property Tax Increment and the Sales Tax Increment 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 Property Tax Increment and the Sales Tax Increment.

Section 6.3 Waivers and Amendments. No 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 Manager of Finance on behalf of the City and DURA, 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 City's Charter.

Section 6.4 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 City's Manager of Finance and an authorized representative of DURA. All other amendments to this Cooperation Agreement must comply with Section 6.3 above.

Section 6.5 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 6.6 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 6.7 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 6.8 No Discrimination in Employment. In connection with the performance of work under this Cooperation 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, ethnicity, gender, age, sexual orientation,

gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and DURA further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 6.9 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 6.10 Third-Party Beneficiary. It is the intent of the Parties that no third-party beneficiary interest is created in this Cooperation Agreement except for an assignment pursuant to this Cooperation 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 Cooperation Agreement.

Section 6.11 Counterparts. This Cooperation 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 6.12 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 Cooperation Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Cooperation Agreement.

Section 6.13 Conflict of Interest. DURA represents that to the best of its information and belief no official, officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official, officer or employee. The Manager of Finance of the City represents that to the best of her (or his) information and belief no official, officer or employee of DURA is either directly or indirectly a party to or in any manner

interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such officer or employee. DURA agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

Section 6.14 Appropriation. All obligations of the City under and pursuant to Section 2.1 and Section 6.2 of this Cooperation Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Cooperation Agreement being budgeted, appropriated and otherwise made available by the Denver City Council. The City does not by this Cooperation Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Cooperation Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

Section 6.15 Remedies. The Parties agree that this Cooperation Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages, as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, consequential, or punitive damages, and attorneys' fees or costs. Any delay in asserting any right or remedy under this Cooperation Agreement shall not operate as a waiver of any such right or limit such rights in any way.

Section 6.16 Examination of Records. Each Party to this Cooperation Agreement agrees that any duly authorized representative of the other Party, including, in the case of the City, the City Auditor and his or her representatives, shall have access to and the right to examine, during normal business hours and upon reasonable notice until the latter of three (3) years after the expiration of the Term or the expiration of any applicable statute of limitations, any directly pertinent books, documents, papers, and records of the requested Party relating to this Cooperation Agreement subject to applicable laws, including maintaining the confidentiality of documents in accordance with the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq*.

Section 6.17 Compliance with Denver Wage Laws. To the extent applicable to DURA's provision of services hereunder, DURA shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 DRMC, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and City law in accordance with the foregoing DRMC sections. By executing this Agreement, DURA expressly acknowledges that DURA is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by DURA, or any other individual or entity acting subject to this Cooperation Agreement, to strictly comply with the foregoing DRMC sections shall result in the penalties and other remedies authorized therein.

Section 6.18 Electronic Signatures and Electronic Records. DURA consents to the use of electronic signatures by the City. The Cooperation Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Cooperation

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 Cooperation 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.

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 effective date.

DENVER URBAN RENEWAL AUTHORITY

SIGNATURE PAGE ATTACHED

By: _____

Its: _____

Contract Control Number: FINAN-202475614-00
Contractor Name: DENVER URBAN RENEWAL AUTHORITY

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: FINAN-202475614-00
Contractor Name: DENVER URBAN RENEWAL AUTHORITY

By: Tracy Huggins

Name: Tracy Huggins
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA

Lots 17 and 18, Block 72, Case and Ebert's Addition to the City of Denver and
Lots 19 through 22, inclusive, Block 72, Case and Ebert's Addition to the City of Denver,
City and County of Denver, State of Colorado

EXHIBIT A-2

DEPICTION OF PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA