

**I-25 AND BROADWAY
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
(DURA)**

**I-25 AND BROADWAY
PROPERTY TAX INCREMENT AREA AND SALES TAX INCREMENT AREA
COOPERATION AGREEMENT**

THIS I-25 AND BROADWAY 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”).

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, Section 31-25-101, et seq., Colorado Revised Statutes (the “Act”); and

WHEREAS, the Denver City Council approved the creation of the I-25 and Broadway Urban Redevelopment Area (the “Urban Redevelopment Area”) pursuant to the I-25 and Broadway Urban Redevelopment Plan (the “Urban Redevelopment Plan”) 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.

“District” means Broadway Station Metropolitan District No. 1.

“DPS” means School District No. 1 in the City and County of Denver.

“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.

“Metropolitan Districts” means the Broadway Station Metropolitan Districts No. 1, No. 2 and No. 3 together, whose Service Plans are on file with the City Clerk at Clerk File Nos. 06-084, 06-084A and 06-084B, as amended by First Amendment to Service Plan on file in Clerk File Nos. 06-084C, 06-084D and 06-084E.

“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.

“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 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, which is coterminous with the Sales 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 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 substantial modification of the Urban Redevelopment Plan by the adoption of the amendment to the Urban Redevelopment Plan, provided that 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 the District, 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 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) the Sales Tax levied by Section 53-27 of the City Code, on the short-term rental of automotive vehicles, on rentals paid or purchase price; (c) that portion of the Sales Tax levied by Section 53-27 of the City Code, as amended by Council Bill No. 556, Series of 2006 and Council Bill No.

574, Series of 2014, for the Denver pre-school program at the rate of fifteen-one-hundredths percent (0.15%), 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 as certified by the Manager of Finance of the City and agreed upon by the Executive Director of DURA prior to the execution of the 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; 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 which is coterminous with the Property 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.

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

"UDFCD" means the Urban Drainage and Flood Control District

"Urban Redevelopment Plan" means the 1-25 and Broadway Urban Redevelopment Plan adopted by the City, as it may from time to time be amended in accordance with the Act.

"Urban Redevelopment Project" means public financing and infrastructure redevelopment of the Tax Increment Area located within the Urban Redevelopment Area, including public infrastructure activities in furtherance of developing a transit-oriented site.

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. In lieu of compliance with DURA's Guidelines for utilization of Small Business Enterprises, DURA shall require the District to comply with the City's then current ordinances related to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code ("DRMC"), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Article VII, Title 28 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to the construction work that is not under contract at the time of adoption of such ordinance, to the extent the District is not required to comply with more restrictive provisions in accordance with a project funding source, as determined by the Director of the Division of Small Business Opportunity Office, or its successor agency.

Section 3.3 Construction Employment Opportunities Policy. Pursuant to DURA's policy, DURA will require the District or an Owner/Developer, as applicable, to comply with the Construction Employment Opportunities policy in a 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 the District or an Owner/Developer, as applicable, to comply with the City's prevailing wage requirements for the construction of the "City Projects."

Section 3.5 Project Art Program. DURA has adopted and shall require the District or an Owner/Developer, as applicable, 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 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, 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 substantial modification of the Urban Redevelopment Plan by adoption of an amendment to the Urban Redevelopment Plan.

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.

Section 4.6 Information to Be Provided by the City. The City agrees to provide to DURA information as to the amount of Property Tax Increment attributable to each of the Metropolitan Districts, DPS and UDFCD concurrently with each remittance of Property Tax Increment to DURA under this Article IV.

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 the Authority 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 Property Tax Increment Area and Sales Tax Increment Area authorizing the use of tax increment financing.

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) a calculation of the proration to the City and 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.

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 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 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, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental 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 either of the other parties, 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, 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.

Section 6.17. 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.

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_____



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.

ATTEST:

DENVER URBAN RENEWAL
AUTHORITY



Tracy Huggins, Secretary



Phillip Caplan, Chair



EXHIBIT A-1

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

[attached]

**EXHIBIT A
(TIF DISTRICT NO. 1)**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 15; MONUMENTED ON THE NORTH END BY A FOUND ORIGINAL NOTCHED STONE WITH DIVOT ON TOP IN A RANGE BOX AND ON THE SOUTH END BY A FOUND 3-1/4" BRASS CAP IN RANGE BOX WITH MOSTLY ILLEGIBLE STAMPING AND "LS 19611" AND IS ASSUMED TO BEAR NORTH 00°44'36" WEST, 2647.74 FEET;

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 89°55'49" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 15, A DISTANCE OF 1,262.22 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE CENTERLINE OF THE PRESENT 100' WIDE RIGHT-OF-WAY OF SOUTH SANTE FE DRIVE AND A 1,893.49 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 77°21'06" WEST;

THENCE NORTHERLY ALONG SAID CENTERLINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°15'20", AN ARC DISTANCE OF 702.45 FEET;

THENCE NORTH 89°28'03" WEST, A DISTANCE OF 304.61 FEET TO THE WEST LINE OF THE PRESENT SOUTH PLATTE RIVER DRIVE RIGHT-OF-WAY AND THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 7" IN SPECIAL WARRANTY DEED RECORDED ON SEPTEMBER 15, 2014 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER UNDER RECEPTION NUMBER 2014111794;

THENCE NORTH 89°55'51" WEST, ALONG THE SOUTH LINE OF SAID "PARCEL 7", A DISTANCE OF 273.50 FEET;

THENCE NORTH 00°30'50" WEST, ALONG THE WEST LINE OF SAID "PARCEL 7", A DISTANCE OF 656.35 FEET;

THENCE SOUTH 89°58'12" EAST, A DISTANCE OF 353.96 FEET TO THE PREVIOUSLY MENTIONED CENTERLINE OF THE PRESENT SOUTH SANTE FE DRIVE AND A 1,882.73 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 60°08'46" WEST;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°54'30", AN ARC DISTANCE OF 95.57 FEET;

THENCE NORTH 32°45'00" WEST, A DISTANCE OF 571.09 FEET;

THENCE NORTH 00°28'22" WEST, A DISTANCE OF 101.21 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS I-25 ORDINANCE NO. 3, SERIES 1962;

THENCE ALONG SAID EAST LINE THE FOLLOWING 4 COURSES:

1. THENCE NORTH 00°44'33" WEST, A DISTANCE OF 96.32 FEET;
2. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.60 FEET;
3. THENCE NORTH 00°14'09" WEST, A DISTANCE OF 0.33 FEET;
4. THENCE NORTH 21°30'21" WEST, A DISTANCE OF 294.47 FEET TO THE EXTERIOR BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 4A" IN THE PREVIOUSLY MENTIONED

SPECIAL WARRANTY DEED RECORDED ON SEPTEMBER 15, 2014 IN SAID RECORDS UNDER
RECEPTION NUMBER 2014111794;

THENCE ALONG SAID EXTERIOR BOUNDARY THE FOLLOWING 9 COURSES:

1. THENCE NORTH 06°51'16" EAST, A DISTANCE OF 75.63 FEET;
2. THENCE NORTH 37°59'29" EAST, A DISTANCE OF 31.96 FEET;
3. THENCE NORTH 71°38'52" EAST, A DISTANCE OF 81.77 FEET;
4. THENCE SOUTH 79°44'48" EAST, A DISTANCE OF 174.83 FEET;
5. THENCE SOUTH 00°32'55" EAST, A DISTANCE OF 50.00 FEET;
6. THENCE NORTH 89°06'52" EAST, A DISTANCE OF 161.99 FEET;
7. THENCE SOUTH 00°32'58" EAST, A DISTANCE OF 25.00 FEET;
8. THENCE NORTH 89°06'52" EAST, A DISTANCE OF 8.00 FEET;
9. THENCE CONTINUE NORTH 89°06'52" EAST, A DISTANCE OF 125.00 FEET TO THE WEST LINE OF SOUTH CHEROKEE STREET RIGHT-OF-WAY;

THENCE NORTH 84°22'02" EAST, A DISTANCE OF 29.19 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 3A" IN SAID SPECIAL WARRANTY DEED;

THENCE SOUTH 78°08'56" EAST, ALONG THE NORTH LINE OF SAID "PARCEL 3A", A DISTANCE OF 253.75 FEET TO THE WEST LINE OF THE PRESENT RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 09°26'45" EAST, ALONG SAID WEST LINE, A DISTANCE OF 785.86 FEET;

THENCE NORTH 80°37'14" EAST, A DISTANCE OF 177.29 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL NO. TK 5155-00-006 REV. 3" IN QUITCLAIM DEED RECORDED ON NOVEMBER 8, 1993 IN SAID RECORDS UNDER RECEPTION NUMBER 9300155214;

THENCE SOUTH 09°25'49" EAST, ALONG SAID WEST LINE, A DISTANCE OF 301.63 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 89°58'12" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 6.82 FEET TO THE EXTERIOR BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL NO. TK 5155-00-007 REV. 2" IN SPECIAL WARRANTY DEED RECORDED ON APRIL 25, 1994 IN SAID RECORDS UNDER RECEPTION NUMBER 9400069994;

THENCE ALONG SAID EXTERIOR BOUNDARY THE FOLLOWING 2 COURSES:

1. THENCE SOUTH 06°38'56" EAST, A DISTANCE OF 284.27 FEET;
2. THENCE NORTH 83°21'04" EAST, A DISTANCE OF 38.93 FEET;

THENCE NORTH 81°10'02" EAST, A DISTANCE OF 4.98 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 615A REV. 2" IN RULE AND ORDER RECORDED ON OCTOBER 1, 2004 IN SAID RECORDS UNDER RECEPTION NUMBER 2004205973;

THENCE SOUTH 06°41'53" EAST, ALONG SAID WEST LINE, A DISTANCE OF 82.04 FEET TO THE EXTERIOR BOUNDARY OF BROADWAY STATION FILING NO. 1 RECORDED ON MAY 25, 2017 IN SAID RECORDS UNDER RECEPTION NUMBER 2017068642 AND A 236.80 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 68°12'36" EAST;

THENCE ALONG SAID EXTERIOR BOUNDARY THE FOLLOWING 4 COURSES:

1. THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°55'02", AN ARC DISTANCE OF 160.84 FEET;
2. THENCE NORTH 60°38'50" EAST, A DISTANCE OF 215.97 FEET;
3. THENCE NORTH 22°13'40" WEST, A DISTANCE OF 48.50 FEET;
4. THENCE NORTH 67°48'00" EAST, A DISTANCE OF 88.65 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "GATES RUBBER PARCEL 1" AS RECORDED IN THE PREVIOUSLY MENTIONED RULE AND ORDER UNDER RECEPTION NUMBER 2004205973 AND A 224.50 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 09°25'24" EAST;

THENCE ALONG SAID EAST LINE THE FOLLOWING 2 COURSES:

1. THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°25'06", AN ARC DISTANCE OF 322.94 FEET;
2. THENCE NORTH 01°52'11" EAST, A DISTANCE OF 67.27 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED ON JULY 1, 1980 IN SAID RECORDS UNDER BOOK 2182 AT PAGE 294;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING 5 COURSES:

1. THENCE SOUTH 89°58'27" EAST, A DISTANCE OF 61.72 FEET;
2. THENCE SOUTH 00°48'28" EAST, A DISTANCE OF 28.04 FEET;
3. THENCE NORTH 89°57'00" EAST, A DISTANCE OF 23.99 FEET;
4. THENCE SOUTH 00°39'08" EAST, A DISTANCE OF 47.01 FEET;
5. THENCE SOUTH 89°58'45" EAST, A DISTANCE OF 372.70 FEET TO THE EAST LINE OF THE PREVIOUSLY MENTIONED SOUTHWEST ONE-QUARTER OF SAID SECTION 15;

THENCE SOUTH 00°44'36" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,489.10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 2,855,721 SQUARE FEET OR (65.55834 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

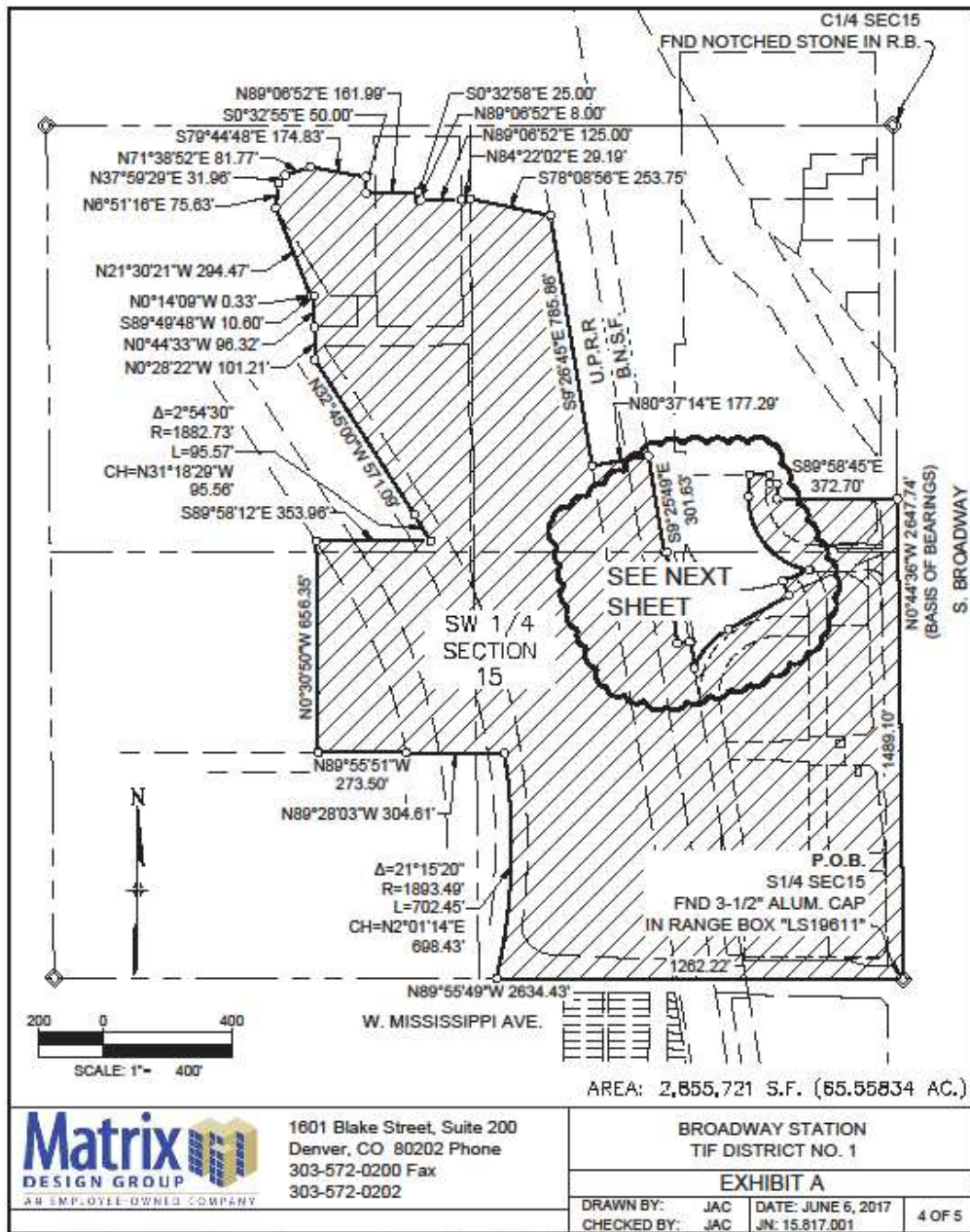


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EXHIBIT A-2

**DEPICTION OF PROPERTY TAX INCREMENT AREA
AND SALES TAX INCREMENT AREA**

[attached]



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