COOPERATION AGREEMENT

(Mile High Greyhound Park)

1.0 PARTIES. The parties to this Cooperation Agreement (the "Agreement"), dated as of June 18, 2018, are the CITY OF COMMERCE CITY, COLORADO, a home rule municipality under the laws of the State of Colorado (the "City") and the URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, COLORADO, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Authority"). The City and the Authority are sometimes referred to individually as a "Party" and collectively as the "Parties."

2.0 RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 The Urban Renewal Plan. In accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the Authority is authorized to carry out the Mile High Greyhound Park Urban Renewal Plan (the "Plan"), which was approved by the City Council of the City on June 18, 2018 by Resolution No. _____, concurrent with the approval of this Agreement. The City approved and adopted the Plan in accordance with applicable law.

2.2 Tax Increment Financing. Pursuant to the Act, the Plan contains a provision allocating property and sales tax increment revenue collected within the Tax Increment Area (as defined in the Plan) for deposit into a Special Fund (as defined in this Agreement) of the Authority to pay the principal and interest in connection with financial obligations of the Authority, including the Reimbursable Costs (as defined in this Agreement). The Plan contemplates that the Tax Increment Area begins with the Phase I Tax Increment Area (as defined in the Plan), and that the Plan may be subsequently amended by the City Council to include additional phases of Tax Increment Area.

2.3 Redevelopment Proposal. Real Estate Generation, LLC (the "Developer") proposes to redevelop the real property (the "Property") located in the Urban Renewal Area (as defined in the Plan), including the design and construction of Improvements. The Developer proposes to redevelop the Property in accordance with the Plan and other applicable requirements of the City and the Authority in order to remedy certain blighted conditions and to prevent the further spread of blight on the Property in furtherance of the Plan.

2.4 Cooperation Agreement. In accordance with C.R.S. § 29-1-203 and C.R.S. § 31-25-112, the City and the Authority have determined that it is in the best interest of the Parties to enter into this Agreement to cure conditions of blight, facilitate the redevelopment of the Property, construction of necessary Improvements and the handling of Incremental Revenues.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement.

4.0 DEFINITIONS. In this Agreement, the following terms shall have the following meanings unless a different meaning clearly appears from the context:

"Act" means Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes.

"Agreement" means this Cooperation Agreement between the City and the Authority, as it may be amended or supplemented in writing.

"Developer" means Real Estate Generation, LLC, a Colorado limited liability company and its successors and assigns.

"Effective Date of Allocation" means, with respect to each Tax Increment Area, the date set forth in the Plan, or the amendment to the Plan, on which the allocation of the Incremental Taxes shall take effect.

"Fiscal Year" means the fiscal year of the City, which currently begins on January 1 of each year and ends on December 31 of such year.

"Incremental Property Taxes" means, for each Fiscal Year subsequent to the creation of and Effective Date of Allocation for each respective Tax Increment Area, all the real and personal property tax revenue produced by the levy at the rate fixed each year by the governing bodies of the various taxing jurisdictions in excess of the amount last certified by the County Assessor prior to the Effective Date of Allocation for each respective Tax Increment Area, and received by the Authority each year during the Term, as allocated to the Authority by C.R.S. § 31-25-107(9)(a)(II) of the Act and the Plan, however, that (a) such amount shall be reduced by any lawful collection fee charged by Adams County; and (b) in the event of a general reassessment of taxable property in the Tax Increment Area, Incremental Property Taxes shall be proportionately adjusted in the manner required by the Act. Incremental Property Taxes are subject to reduction based on abatements or reductions in accordance with the Redevelopment Agreement. The Incremental Property Taxes shall include property tax revenue from all taxing entities on the records of Adams County for the Property with the exception of the property tax revenue received by the mill levy of South Adams County Fire Protection District No. 4 as applied to all property within the Tax Increment Area. Notwithstanding the foregoing, Incremental Property Taxes are subject to and limited by the legal requirement that Incremental Property Taxes are calculated on the increased property tax increment value, if any, of the Tax Increment Area and the subsequent payment of any such revenue to the Authority. Therefore, Incremental Property Taxes are dependent on the degree to which total assessed values in the Tax Increment Area exceed the base value of all taxable property in the Tax Increment Area as determined by the County Assessor in accordance with the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado.

"Incremental Sales Taxes" means the municipal sales tax revenue collected in excess of the base revenue of Zero dollars ($0.00) pledged and allocated to the Authority by this Agreement, which is the revenue produced by a municipal sales tax rate of 3.5% imposed by the City upon taxable sales, rentals and services (including lodging) pursuant to the City Sales and Use Tax Code and Regulations within the Tax Increment Area during the Term; provided, however, the City and the Authority shall be permitted, but not required, to adjust the Incremental Sales Taxes to take into account legislative adjustments to the municipal sales tax rate so that, to the extent possible, the actual Incremental Sales Taxes generated from the Tax

Increment Area shall neither be diminished nor eliminated as a result of such changes. For clarity, the municipal sales tax rate of 3.5% is established because a portion of the City's sales tax rate of 4.5% is dedicated to the construction of identified parks, recreation amenities, and roads. Therefore, no portion of the 1.0% sales tax approved by voters on November 5, 2013, or any future increase will be included as part of the Incremental Sales Taxes. For clarity, no portion of any use tax attributable to the Tax Increment Area shall be included as part of the Incremental Sales Taxes.

"Incremental Taxes" means the Incremental Property Taxes and the Incremental Sales Taxes.

"Plan" means the Mile High Greyhound Park Urban Renewal Plan, a copy of which is on file with the Clerk of the City.

"Property" means the real property located in the Urban Renewal Area (as defined in the Plan), a copy of which is on file with the Clerk of the City.

"Improvements" means all of the improvements that the Developer is required to construct or cause to be constructed on or under the Property or in the adjacent right of ways as specified in the development plan described in the Redevelopment Agreement, and any changes thereof which are approved by the Authority.

"Redevelopment Agreement" means the Amended and Restated Phased Redevelopment Agreement dated June 18, 2018, between the City, the Authority and the Developer, for redevelopment of the Property and reimbursement of Developer by Authority of the Reimbursable Costs.

"Reimbursable Costs" mean the costs of the Improvements for which the Authority will reimburse the Developer out of the Authority's Financing including any accrued but unpaid Reimbursement Cost Interest, subject to Section 3.

"Special Fund" means the fund required to be established by the Act and the Plan to receive and distribute tax increment revenue allocated to the Authority by the provisions of the Plan, and this Agreement.

"Tax Increment Area" means the Phase I Tax Increment Area, as depicted and legally described in the Plan, where the receipt and use of Incremental Taxes is authorized by the Plan, and any subsequent phase of Tax Increment Area designated by an amendment to the Plan by the City Council.

"Term" means the term of this Agreement, which shall be the period commencing on the date listed in Section 1.0 of this Agreement and terminating on the first to occur of: (a) the Authority issuing a Final Reimbursement Memo (as defined in the Redevelopment Agreement) stating that full payment of the Reimbursable Costs have been paid to the Developer; or (b) the last date that the Authority receives any Incremental Revenues pursuant to the Act and this Agreement.

"Urban Renewal Area" means the area included in the boundaries of the Plan.

5.0 REDEVELOPMENT AGREEMENT. The City, the Authority and the Developer are parties to that certain Phased Redevelopment Agreement dated May 25, 2016, which would have become effective upon City Council approval of the Plan. The City, the Authority and the Developer entered into that certain Amended and Restated Phased Redevelopment Agreement on June 18, 2018 (the "Redevelopment Agreement"), concurrent with approval of the Plan and this Agreement, replacing the May 25, 2016 Phased Redevelopment Agreement, for the redevelopment of the Property in accordance with the development plan described in the Redevelopment Agreement approved by the Authority and the City.

6.0 SPECIAL FUND. The Authority will establish the Special Fund to facilitate the redevelopment of the Property in accordance with the Redevelopment Agreement.

6.1 Deposits. The City agrees to calculate and deposit into the Special Fund the Incremental Sales Taxes. The Authority will deposit into the Special Fund the Incremental Property Taxes received from the County Assessor, to be combined with the Incremental Sales Taxes, as the Incremental Taxes, that the Authority will use to pay Reimbursable Costs to the Developer in accordance with the Redevelopment Agreement.

6.2 Collection. The City agrees to pursue all lawful procedures and remedies available to it in collecting and depositing the Incremental Sales Taxes in the Special Fund. To the extent lawfully possible, the City will take no action that would have the effect of reducing the Incremental Sales Taxes from the Property in accordance with this Agreement. The Incremental Sales Taxes Taxes do not include (a) amounts subject to valid claims for refunds, paid into certain rebated funds, as determined by a court of competent jurisdiction or as deemed proper in the City's sole discretion, and (b) the reasonable and necessary costs and expenses of collecting the Incremental Sales Taxes.

7.0 FINANCING FOR STORM WATER IMPROVEMENTS. Separate and apart from the Reimbursable Costs, the City has agreed to pay the Developer for performing the improvement of the regional storm water management facility currently located in the northeast corner of the Property, as agreed to and as further set forth in the Redevelopment Agreement. The parties agree to work cooperatively so that the construction of the regional storm water facility occurs prior to the development of any construction that would cause storm water to flow to the location of the regional storm water facility.

8.0 APPROPRIATION. The City's pledge of the Incremental Sales Taxes under this Agreement are contingent upon all funds necessary being budgeted, appropriated and otherwise made available by the City Council of the City. The City Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals submitted to the City Council of the City amounts sufficient to meet its obligations hereunder. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

9.0 EVENT OF DEFAULT; REMEDIES. If any payment is not made or any other material condition, obligation, or duty is not performed in a timely manner by either Party, or if any

representation or warranty contained herein is false or untrue, the other Party may exercise any and all rights available at law or in equity to protect and enforce its rights under the Agreement, including, without limitation, an action for actual damages, injunctive or similar relief that is available at law or in equity, including specific performance, or an action in mandamus. The Parties agree that each Party shall be responsible for its own costs and fees, including attorney's fees, associated with any such legal action. In consideration of the Parties entering into this Agreement, the Parties expressly and unconditionally waive any claim for incidental, consequential, or punitive damages arising from any breach of this Agreement by the other Party or anyone acting on its behalf.

10.0 ENFORCED DELAY. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other Party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay. The Party seeking the benefit of this provision shall give written notice of any such delay to the other Party within thirty (30) days after such party knows of such delay.

11.0 NO THIRD-PARTY BENEFICIARIES. Neither the City nor the Authority shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto.

12.0 SEVERABILITY. In case any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

13.0 GOVERNING LAW; VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, and venue for any legal action shall be in the District Court of the County of Adams, State of Colorado.

14.0 HEADINGS. Section headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

15.0 ADDITIONAL OR SUPPLEMENTAL AGREEMENTS. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Plan and agreements required to implement the Plan, including, without limitation, this Agreement and the Redevelopment Agreement.

16.0 MINOR CHANGES. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing the Agreement have been authorized to make, and may have made, minor changes in the Agreement as they have considered necessary. As long as such changes were consistent with the intent and

understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute conclusive evidence of the approval of such changes by the respective Parties.

[SIGNATURE PAGE FOLLOWS]

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

(SEAL)

URBAN RENEWAL AUTHORITY OF
THE CITY OF COMMERCE CITY, COLORADO

By: _____
Chairman

Attest:

_____
Clerk

Approved as to Form:

_____
Special Counsel to the Authority

(SEAL)

CITY OF COMMERCE CITY, COLORADO

By: _____
Mayor

Attest:

_____
Clerk

Approved as to Form:

_____
City Attorney