

**FIRST AMENDMENT TO COOPERATION AGREEMENT
(CSURA – Creekwalk Marketplace BID)**

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT ("Amendment") is made effective as of November __, 2021 by and between the COLORADO SPRINGS URBAN RENEWAL AUTHORITY (the "CSURA"), a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado, and CREEKWALK MARKETPLACE BUSINESS IMPROVEMENT DISTRICT (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado created pursuant to Title 31, Article 25, C.R.S., as amended (CSURA and the District hereinafter collectively referred to as the "Parties"), on the following terms and conditions.

RECITALS

WHEREAS, CSURA and the District are parties to that certain Cooperation Agreement dated as of June 3, 2019 (the "Agreement") (capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Agreement);

WHEREAS, as contemplated by the Agreement, among other things, CSURA agreed to make available to the District the Pledged Revenues from within the boundaries of the District as of April 19, 2019, referred to in the Agreement as the "Pledged Tax Increment Revenues," and the District agreed to apply the Pledged Tax Increment Revenues in accordance with the Indentures;

WHEREAS, the Developer and the District have recently pursued inclusions of additional parcels into the District (the "Inclusion Parcels"), which parcels are subject to the Developer's interestS under the Development Agreement;

WHEREAS, the District intends to issue its (i) Limited Tax Supported and Special Revenue Senior Bonds, Series 2021A (the "Series 2021A Bonds") pursuant to a First Supplemental Trust Indenture between the District and the Trustee dated as of November 1, 2021, supplementing and amending the Senior Indenture (the "Supplemental Senior Indenture"); and (ii) Limited Tax Supported and Special Revenue Subordinate Bonds, Series 2021B (the "Series 2021B Bonds") pursuant to a First Supplemental Trust Indenture between the District and the Trustee dated as of November 1, 2021, supplementing and amending the Subordinate Indenture (the "Supplemental Subordinate Indenture," and together with the Supplemental Senior Indenture, the "Supplemental Indentures");

WHEREAS, the District and the Developer have requested that CSURA amend the Agreement to include the tax increment revenue from the Inclusion Parcels within the Pledged Tax Increment Revenues;

WHEREAS, the Parties desire to amend the Agreement to authorize such additional tax increment revenues on the terms and conditions set forth herein; and

WHEREAS, the Developer shall agree to the amendment hereunder of the definition of Pledged Tax Increment Revenues in the form of the Consent of Developer attached hereto as Exhibit A.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pledged Tax Increment Revenues. From and after the date of this Amendment, "Pledged Tax Increment Revenues" as defined in the penultimate Recital of the Agreement shall be revised to mean Pledged Revenues with respect to only property and sales within the boundaries of the District as such boundaries exist as of the date of this Amendment (unless otherwise agreed to by CSURA) and no other portion of the Pledged Revenues.

2. Authority Restricted Account. In connection with the Senior Supplemental Indenture, the District agrees to deposit to the Authority Restricted Account of the Project Fund \$1,060,000, to be disbursed by the Trustee as provided in Section 4.07(c) of the Senior Indenture.

3. Miscellaneous Provisions.

(a) Entire Agreement; Binding Effect. The Agreement, as amended by this Amendment, contains the entire understanding of the Parties hereto with respect to, and supersedes all prior agreements and understandings relating to, the subject matter hereof. All the terms and provisions of this Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. All Recitals at the beginning of this Amendment are incorporated herein by this reference.

(b) Counterparts. This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Amendment may be transmitted by facsimile or electronic mail, and facsimile or pdf signatures shall constitute original signatures for all applicable purposes.

(c) No Other Modification. Except as expressly modified by this Amendment, the terms, provisions, covenants and conditions of the Agreement shall remain unchanged and are hereby ratified and confirmed as of the date hereof as being in full force and effect. Notwithstanding the foregoing, whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.


(d) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs.

(e) Further Assurances. The Parties shall each cooperate with each other to take all additional actions and execute and deliver all additional documents necessary or desirable to effectuate the provisions and spirit of this Amendment.

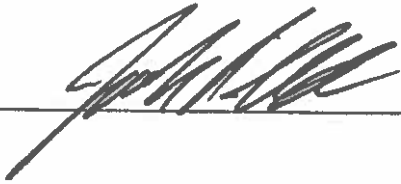
[SIGNATURE PAGE FOLLOWS]

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

COLORADO SPRINGS URBAN RENEWAL AUTHORITY

By: 
Chair

ATTEST:



CREEKWALK MARKETPLACE BUSINESS IMPROVEMENT DISTRICT

By: 
Name: Danny Mientka
Title: President

ATTEST:

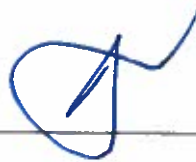


EXHIBIT A

CONSENT OF DEVELOPER

This consent is furnished by SNA Development LLC (“Developer”) in connection with the First Amendment to Cooperation Agreement (“Amendment”) dated as of November __, 2021 by and between the Colorado Springs Urban Renewal Authority (“CSURA”) and the Creekwalk Marketplace Business Improvement District (“District”), amending the Cooperation Agreement by and between CSURA and the District dated as of June 3, 2019 (the “Agreement”). (Capitalized terms used but not defined herein have their respective meanings set forth in the Agreement.)

Pursuant to the Development Agreement, the CSURA agreed to allocate and pledge Pledged Revenues to the Developer with respect to certain portions of the Urban Renewal Area. Since the date of the Development Agreement, the Developer created the District to assist in the payment and financing of the Public Improvements that will serve the Benefitted Property. Accordingly, the CSURA and the District entered into the Agreement to provide for the Pledged Tax Increment Revenues to be paid to the District for its use in connection with the financing of a portion of the Public Improvements.

The Developer has expanded the boundaries of the District and requested that the CSURA amend the definition of “Pledged Tax Increment Revenues” pursuant to the Amendment to include the additional property included in the District.

The Developer acknowledges and agrees that (i) the Developer will benefit by the entry into the Amendment by the CSURA and the District, (ii) the Amendment will further the Developer’s objectives under the Development Agreement, and (iii) the Amendment will facilitate the Developer’s compliance with its obligations under the Development Agreement

The Developer hereby consents to the Amendment and the payment by CSURA pursuant thereto of the Pledged Tax Increment Revenues (which comprise only that portion of the Pledged Revenues with respect to sales and property within the boundaries of the District as such boundaries exist as of the date of the Amendment (unless otherwise agreed to by the CSURA) to the District, in lieu of payment to the Developer under the Development Agreement, for payment of a portion of the costs of the Public Improvements as provided for in the Agreement.

SNA DEVELOPMENT LLC

By: _____

