

AMENDED AND RESTATED MAINTENANCE AGREEMENT
FOR
TRACT E AND TRACT J
MILE HIGH GREYHOUND PARK

THIS AMENDED AND RESTATED MAINTENANCE AGREEMENT (this "**Agreement**") is made as of December 21, 2021 by and among 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 ("**CCURA**") and GREYHOUND PARK COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation (the "**Association**") and each of the undersigned property owners. All of the foregoing are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. CCURA and the Association previously entered into that certain "Maintenance Agreement (Tract E and Tract J Mile High Greyhound Park)" dated September 1, 2020, and recorded in the real estate records of Adams County, Colorado at Reception No. 2020000088407 (the "**Maintenance Agreement**").

B. The CCURA holds fee simple title to Tract A ("**Tract A**") and Tract B ("**Tract B**") as depicted on that certain plat of Mile High Greyhound Park recorded in the real estate records of Adams County, Colorado on August 14, 2020 at Reception No. 20200000079209 (the "**Plat**") and may convey Tract A and/or Tract B to a third party for future development.

C. The Association holds fee simple title to Tract E ("**Tract E**") and Tract J ("**Tract J**") as depicted on the Plat (which tracts are sometimes hereinafter referred to herein collectively as the "**Common Elements**").

D. In addition to CCURA and the Association, each of the undersigned ("**Tract Owners**") hold title to the tract identified opposite their respective names on **Exhibit A** (each a "**Tract**" and collectively the "**Tracts**") as each such Tract is depicted on the Plat and may convey their respective Tract to a third party for future development.

E. Pursuant to that certain Public Improvements Agreement between the City of Commerce City and Greyhound Park LLC ("**Greyhound**") effective August 13, 2020, and recorded in the real estate records of Adams County, Colorado at Reception No. 2020000079299 (the "**PIA**"), Greyhound is to provide certain infrastructure and landscaping improvement on the Common Elements.

F. The Association has agreed that Tract E shall be used and maintained as a park for the benefit of owners, guests, occupants, and invitees of the various tracts of real property identified on the attached **Exhibit A**.

G. CCURA, the Tract Owners, and the Association acknowledge that Tract J shall be used and maintained as a storm water detention facility and that said facility is essential in connection with the development of a mixed-use project on various tracts of real property identified on **Exhibit A**.

H. Upon the City of Commerce City's issuance of a letter of "Initial Acceptance" as that term is defined in the PIA for the infrastructure and landscaping improvements to be located on Tract E and Tract J ("**Initial Acceptance**"), the Association will be tasked with the perpetual management and maintenance of those improvements located on the Common Elements which have received Initial Acceptance.

I. Pursuant to the Maintenance Agreement, CCURA has agreed that it and future owners of Tract A and Tract B shall be required to make a contribution to the on-going maintenance of Tract E and Tract J on the terms set forth herein.

J. The Parties have agreed to amend and restate the Maintenance Agreement in its entirety to include the undersigned Tract Owners as parties and to make certain changes to the Maintenance Agreement as provided herein and this Agreement is intended to supersede and replace the Maintenance Agreement in its entirety.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Parties hereto agree as follows and amend and restate the Maintenance Agreement in its entirety to read as follows:

- 1. Incorporation of Recitals.** The Parties incorporate the Recitals above into this Agreement.
- 2. Covenants Running with the Land.** All covenants, conditions, restrictions, reservations, easements, charges, liens, and other provisions of this Agreement are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Agreement shall bind and inure to the benefit of the owners of each of the Tracts and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives. For the avoidance of doubt, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument in connection with title to each Tract and his or her heirs, executors, administrators, successors and assigns. If any Tract is owned by more than one person or entity, each owner shall be jointly and severally liable with all owners thereof for all assessments and other charges levied by the Association pursuant to the terms hereof. If any Tract is subdivided, **Exhibit B** to this Agreement shall, at the written request of the applicable Tract Owner, be amended to allocate responsibility for all assessments and other charges levied by the Association as to that Tract among the subdivided properties pursuant to the terms hereof, without affecting the allocation to the other Tracts.
- 3. Use and Benefit of Common Elements.** The Parties acknowledge and agree that, after Initial Acceptance, (i) the owners of the Tracts listed on **Exhibit A** (including, but not limited to, the owner of Tract A and the owner of Tract B), and their respective employees, guests, customers, invitees, and occupants, shall have the right to use and enjoy the park to be located on Tract E, subject to such reasonable rules and regulations as may from time to time be promulgated by the Association with reasonable input from the owners of Tracts A and B and the other Tract Owners, and (ii) the Association shall be responsible

to maintain said park as set forth herein. The Parties further acknowledge and agree that, in order to accommodate the horizontal and vertical development currently contemplated with respect to the tracts identified on **Exhibit A**, the Association, after Initial Acceptance, shall be responsible for the upkeep and maintenance of the storm water drainage facilities to be located on Tract J.

4. Tract E and Tract J Expenses. The Association agrees for itself and its successors and assigns, that it will regularly and routinely manage, inspect, clean and maintain the park located on Tract E ("**Tract E Expenses**") and the storm water detention pond located on Tract J ("**Tract J Expenses**"), and otherwise keep the same in good repair. Responsibility for the total annual cost of the Tract E Expenses and the Tract J Expenses shall be allocated by the Association among the respective owners of the Tracts based on the percentages identified on **Exhibit B** attached hereto. Without limiting the generality of the foregoing, the Tract E Expenses and the Tract J Expenses shall consist of any expenses that the Association deems reasonably necessary in connection with the operation, maintenance, and repair (including a reasonable allowance for reserves and contingencies) of Tract E and Tract J respectively, including, but not limited to, such insurance coverage as the Association deems prudent, the cost of any applicable taxes or other governmental fees (excluding governmental fees associated with the initial improvement of Tract E and Tract J), as well as the cost to comply with all applicable statutes, ordinances, rules and regulations. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, the terms "Tract E Expenses" and "Tract J Expenses" shall include (i) the expenses incurred by the Association in maintaining and repairing Tract E and Tract J, including the improvements, if any, thereon, as required hereunder after the date that the City of Commerce City has issued a letter of Initial Acceptance for the infrastructure and landscaping improvements (as applicable to each separately) to be located on Tract E and Tract J, respectively, and (ii) the expenses incurred by the Association which are incorporated within the definition of the "Community Outdoor Facility Expenses" pursuant to paragraph 11 below. To the extent necessary to perform its obligations hereunder, the Association and its agents shall have the right of ingress and egress in, to, through, over, under and across each Tract, upon reasonable notification and coordination with the owner of the Tract to which the Association and its agents require access.

5. Tract Assessment and Allocation: Upon Initial Acceptance, the Association shall assess the owner of each Tract (including the owners of Tract A and Tract B) for the percentage of Tract E Expenses and Tract J Expenses as set forth in **Exhibit B**. Notwithstanding the foregoing, if any Tract is subdivided or otherwise divided, the percentage set forth on **Exhibit B** shall be reallocated among the new owners of such Tract, however no such subdivision or division will change the total percentage of either Tract E Expenses or Tract J Expenses or Community Outdoor Facility Expenses (as that term is defined in Section 11 below) allocated to such Tract as set forth in **Exhibit B**. The obligations of the owner of each Tract under this Agreement shall not commence until the date of Initial Acceptance with respect to the infrastructure improvements located on Tract E and Tract J, respectively. Similarly, the obligations of the owner of each Tract under this Agreement shall not commence until the date of Initial Acceptance with respect to the landscaping improvements located on Tract E and Tract J, respectively. With respect to the Community Outdoor Facility Expenses, the obligations of the owner of each Tract under this Agreement shall not commence until the installation of the outdoor art and community monument sign. The owner of each Tract, or any portion thereof (including the owners of

Tract A and/or Tract B) shall be liable to pay for the Tract E Expenses and Tract J Expenses and the Community Outdoor Facility Expenses as allocated pursuant to this paragraph during the period of such person's ownership.

- 6. Budget.** Prior to the first assessment for Tract E Expenses and Tract J Expenses and for the Community Outdoor Facility Expenses, and thereafter on an annual basis (or more often if the Association deems necessary), the Association shall, after providing the Tract Owners a reasonable opportunity to provide input, adopt a budget (the "**Budget**") of the cash requirements, including any necessary reserves, needed by the Association to provide for the administration and performance of its duties under this Agreement during the period for which the Budget applies. Within thirty (30) calendar days after adopting each Budget, the Association shall mail or otherwise deliver, including posting the budget on the Association's website, if applicable, a summary of the applicable annual budgets to the owner(s) of each Tract. Each Tract E assessment and the Tract J assessment and assessment for Community Outdoor Facility Expenses shall be fully paid within thirty (30) calendar days after the due date thereof as established by the Association.
- 7. Assessment Lien.** The Association shall have a continuing lien on each Tract for any Tract E Expenses and Tract J Expenses and Community Outdoor Facility Expenses (as that term is defined in Section 11 below) as allocated and assessed pursuant to the provisions of this Agreement (the "**Assessment Lien**"), provided, however, no Assessment Lien shall exist, be recorded or be enforced against CCURA during the period of its ownership of Tract A or Tract B. No owner of any Tract shall be exempt from liability for any such Tract E Expenses or Tract J Expenses or Community Outdoor Facility Expenses or the outdoor art and community monument sign by waiving the use or enjoyment of Tract E or Tract J or the outdoor art and community monument sign or abandoning the tract against which such Tract E Expenses and/or Tract J Expenses are assessed. Any Tract E Expenses assessment or Tract J Expenses assessment or assessment for Community Outdoor Facility Expenses (each an "**Assessment**") on a Tract which is not fully paid within thirty (30) calendar days after the due date thereof, as established by the Association, shall bear interest at the rate of eighteen percent (18%), on a per annum basis to accrue monthly, from the due date. Notwithstanding anything herein to the contrary, so long as CCURA holds title to Tract A or Tract B, the Tract(s) owned by CCURA shall not be subject to any Assessment to pay any share of the Community Outdoor Facility Expenses. The amount of any delinquent assessment of Tract E Expenses or Tract J Expenses or assessment for Community Outdoor Facility Expenses which pertain to any Tract shall be increased by the amount of costs, including reasonable attorney fees, incurred by the Association in the collection process. Further, the Association may foreclose its Assessment Lien and/or bring an action at law or in equity, or all of the same, against any person personally obligated to pay such overdue Assessments. An action at law or in equity by the Association against a person to recover a money judgment for unpaid Assessments may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's Assessment Lien therefor. Likewise, the act of obtaining of a money judgment shall not preclude the foreclosure of the Association's Assessment Lien so long as the judgment remains unsatisfied. Foreclosure or attempted foreclosure by the Association of its Assessment Lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its Assessment Lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase the subject

property at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Notwithstanding the provisions in the foregoing Section 7, although no Assessment Lien shall exist, be recorded or be enforced against CCURA, nothing shall prevent the Association for seeking a money judgement against CCURA for an unpaid Assessment, including interest as stated above as well as attorney fees and other collection costs.

- 8. Disputes:** Disputes, claims or grievances arising out of or relating to the interpretation or application of this documents or the administration, if any, and all disputes between the owner(s) of a Tract, on the one hand, and the Association, on the other hand, shall be submitted to arbitration before a single neutral arbitrator at the American Arbitration Association in Denver, Colorado, and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration. If the parties cannot agree upon an arbitrator, the American Arbitration Association in Denver, Colorado shall select a neutral arbitrator at random from its available pool.
- 9. Indemnification and Hold Harmless:** The Association agrees, for itself and its successors and assigns, that it will indemnify, defend, and hold the owner(s) of each Tract, and their respective successors and assigns, harmless from any and all loss, costs, damage (including reasonable attorney fees and costs), injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees which arise by reason of the operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of Tract E and Tract J. Similarly the owner(s) of each Tract agree for themselves, their respective successors and assign, that they will each indemnify, defend, and hold the Association, and its successors and assigns, harmless from any and all loss, costs, damage (including reasonable attorney fees and costs), injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or grossly negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees which occur on Tract E and/or Tract J or which may arise by reason of the presence or disposal of any solid or hazardous materials or wastes (as defined by State and/or Federal environmental laws and regulations) on Tract E and Tract J.
- 10. Provisions Applicable to CCURA:** Notwithstanding anything to the contrary contained herein, this Agreement does not expressly or implicitly impose on any owner of a Tract an obligation to inspect, clean, repair and/or maintain either Tract E or Tract J. At such time as CCURA no longer holds title to Tract A and Tract B, the new owner(s) of Tract A and the new owner(s) of Tract B hereby agree that, upon the written request of the Association, and the consent of the new owner(s) of Tract A and Tract B (which may be granted or withheld in the new owner(s) sole discretion), Tract A and/or Tract B, as applicable, shall be annexed into, and subject to all of the terms conditions, obligations, restrictions, and other terms of, that certain "Community Declaration of Covenants, Conditions and Restrictions for Mile High Greyhound Park" recorded or to be recorded in the real estate records of Adams County, Colorado.

- 11. Easement for Outdoor Art and Community Monument Sign.** The Owner of Tract D2 hereby grants and conveys to the Association, its successors and assigns, and their respective employees, agents, designees and contractors, a non-exclusive access easement (hereinafter referred to as the “**Easement**”) over, through and across so much of Tract D2 as shall be reasonably necessary (a) to enable C1 Greyhound Park LLC, or its affiliates, at its expense, but for the benefit of the Association, to install on Tract D2, in the location identified on **Exhibit C**, (i) outdoor art, and (ii) a community monument sign; and (b) to enable the Association to operate, maintain, repair and replace such outdoor art and community monument sign. Such easement shall not permit entry into any building or other structure located on Tract D2. The costs of maintaining, repairing and replacing such outdoor art and community sign (the “**Community Outdoor Facility Expenses**”) shall be paid by the Association; without limitation, such expenses include the costs, if any, of operating such facilities, such as, without limitation, lighting such facilities. The costs of installing such outdoor art and community monument sign shall not be included in the Community Outdoor Facility Expenses and shall not be charged to the owners of the Tracts. The Association agrees, for itself and its successors and assigns, that it will indemnify, defend, and hold the Owner of Tract D2, its successors and assigns, harmless from any and all loss, costs, damage (including reasonable attorney fees and costs), injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees which arise by reason of the installation, maintenance, repair and replacement of such outdoor art and community monument sign.
- 12. Severability:** In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.
- 13. Third Parties:** This Agreement does not and shall not be deemed to confer upon or grant to the general public, or any party who is not in title to a Tract, any right to claim damages or to bring any lawsuit, action or other proceeding against the Association, CCURA, or any other owner of a Tract, or their respective successors and assigns, because of any breach hereof or by reason of any terms, covenants, agreements or conditions contained herein.
- 14. No Waiver of Immunity.** Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by CCURA under applicable state laws.

IN WITNESS WHEREOF, the undersigned have caused their name to be signed by the signature of their respective duly authorized officials as of the day and year first written above.

[SIGNATURE PAGES FOLLOW]

URBAN RENEWAL AUTHORITY OF
COMMERCE CITY

By: J. R. Rogers
Name: JASON ROGERS
Its: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF)

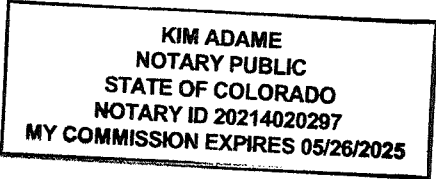
The foregoing instrument was acknowledged before me this 28 day of December
2021, by Jason Rogers, as Executive Director of Urban Renewal
Authority of the City of Commerce City, Colorado.

Witness my hand and official seal.

My commission expires: 05/26/2021

Kim Adame
Notary Public

[SEAL]



GREYHOUND PARK COMMUNITY ASSOCIATION, INC.

By: [Signature]
Name: Derrell Schweiner
Its: Director of Ops

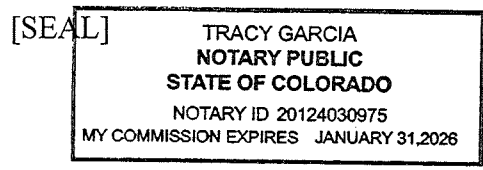
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 15th ^{February 2022} day of ~~December~~, 2021, by Derrell Schweiner, as President of Greyhound Park Community Association, Inc.

WITNESS my hand and official seal.

My commission expires: 1-31-26

[Signature]
Notary Public



C1 GREYHOUND PARK LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

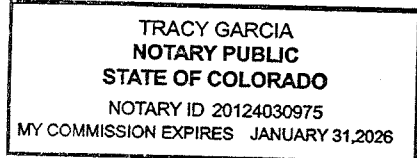
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

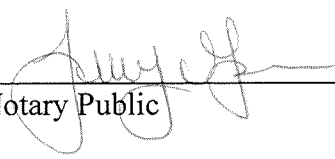
SUBSCRIBED AND SWORN to before me this 15th day of ^{February 2022} ~~December~~ 2021, by Joseph A. DelZotto, as Manager of C1 Greyhound Park LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]




Notary Public

C2 GREYHOUND PARK LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

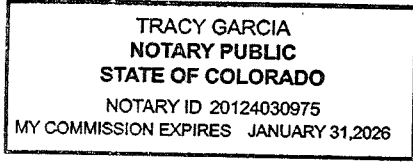
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

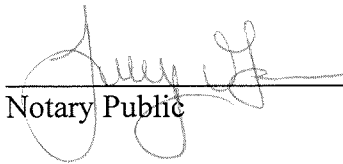
SUBSCRIBED AND SWORN to before me this 15th ^{February 2022} day of ~~December 2021~~, by Joseph A. DelZotto, as Manager of C2 Greyhound Park LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]




Notary Public

C3 GREYHOUND PARK LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

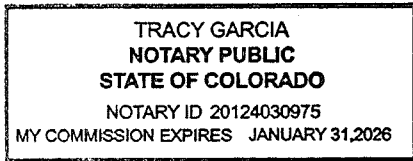
STATE OF COLORADO)
) ss.
COUNTY OF Denver)


SUBSCRIBED AND SWORN to before me this 15th ^{February 2022} day of ~~December~~ 2021, by Joseph A. DelZotto, as Manager of C3 Greyhound Park LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]




Notary Public

GREYHOUND PARK FLATS LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

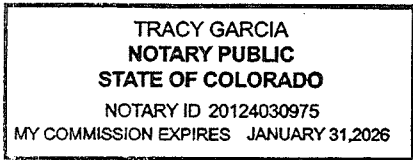
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

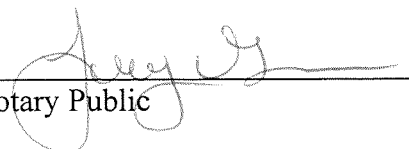
SUBSCRIBED AND SWORN to before me this 15th ^{February 2022} day of ~~December 2021~~, by Joseph A. DelZotto, as Manager of Greyhound Park Flats LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]




Notary Public

GREYHOUND PARK APARTMENTS LLLP,
a Colorado limited liability limited partnership

By: its General Partner, Greyhound
Park Apartments GP LLC, a Colorado
limited liability company

By: [Signature]
Joseph A. DelZotto, Manager

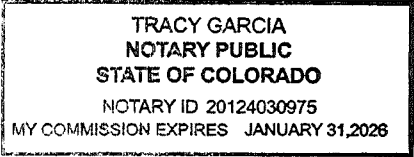
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 15th day of ^{February} ~~December~~ by Joseph A. DelZotto, as Manager of Greyhound Park Apartments GP LLC, General Partner of Greyhound Park Apartments LLLP.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]



[Signature]
Notary Public

GREYHOUND PARK EMPOWERMENT LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

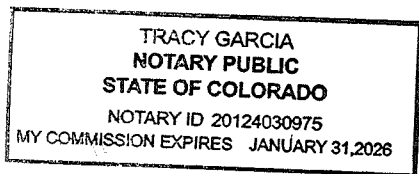
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

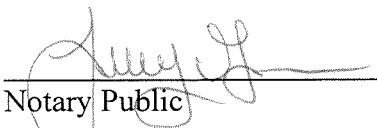
SUBSCRIBED AND SWORN to before me this 15th day of ^{February 2022} ~~December 2021~~, by Joseph A. DelZotto, as Manager of Greyhound Park Empowerment LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]




Notary Public

TRACT F LLC,
a Colorado limited liability company

By: 
Joseph A. DelZotto, Manager

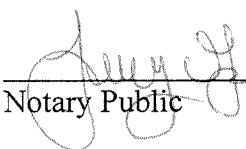
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 15th ^{February 2022} day of ~~December 2021~~, by Joseph A. DelZotto, as Manager of Tract F LLC.

WITNESS my hand and official seal.

My commission expires: 1-31-26.

[SEAL]


Notary Public

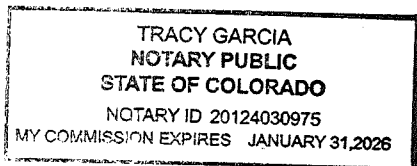


EXHIBIT A

OWNERSHIP AND LEGAL DESCRIPTION OF THE TRACTS

OWNER	DESCRIPTION
Urban Renewal Authority of the City of Commerce City	Tract A as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
Urban Renewal Authority of the City of Commerce City	Tract B as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
C1 Greyhound Park LLC, a Colorado limited liability company	Tract C1 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
C2 Greyhound Park LLC, a Colorado limited liability company	Tract C2 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
C3 Greyhound Park LLC, a Colorado limited liability company	Tract C3 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
Greyhound Park Flats LLC, a Colorado limited liability company	Tract D1 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
Greyhound Park Apartments LLLP, a Colorado limited liability limited partnership	Tract D-2 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado, also described as Lot 1, Mile High Greyhound Park, Amendment No. 1, According to the plat thereof recorded October 6, 2020 at Reception No. 2020000101750, County of Adams, State of Colorado
Greyhound Park Empowerment LLC, a Colorado limited liability company	Tract D3 as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado
Tract F LLC, a Colorado limited liability company	Tract F as described in the Plat of Mile High Greyhound Park which was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado

[Exhibit A to Amended and Restated Maintenance Agreement for Tract E and Tract J Mile High Greyhound Park]

EXHIBIT B

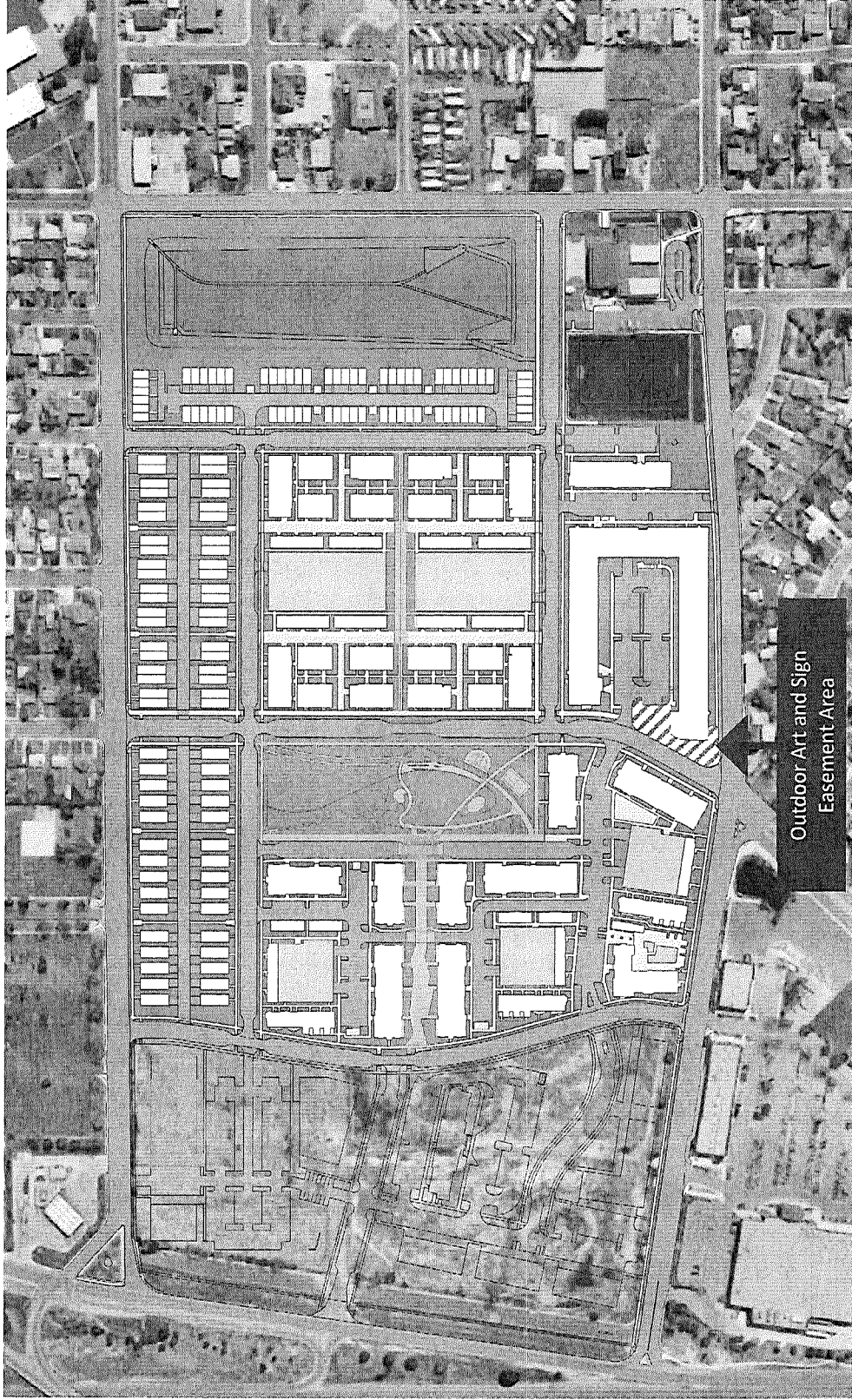
The percentage share of Tract E Expenses and Tract J Expenses and Community Outdoor Facility Expenses for the following real property tracts as described in the Plat of Mile High Greyhound Park that was recorded on August 14, 2020 at Reception No. 2020000079209 in the real estate records of Adams County, Colorado are as follows:

Tract	Square Footage	Percentage Share of Tract E and Tract J Expenses	Percentage Share of Community Outdoor Facility Expenses
Tract A	190,516	7.00%	7.00%
Tract B	361,083	14.00%	14.00%
Tract C1	134,741	7.61%	7.61%
Tract C2	130,816	7.39%	7.39%
Tract C3	119,894	6.77%	6.77%
Tract D1	454,879	25.68%	25.68%
Tract D2	167,061	9.43%	9.43%
Tract D3	53,543	3.02%	3.02%
Tract F	338,360	19.10%	19.10%
Totals:	1,950,893	100%	100%

[Exhibit B to Amended and Restated Maintenance Agreement for Tract E and Tract J Mile High Greyhound Park]

Exhibit C

Master
HOA
Coverage



SANTULAN
ARCHITECTURE




Mile High Greyhound Park - Full Build Out

DELWEST

LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, is the holder of the indebtedness secured by that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 2, 2020 and recorded in the County of Adams on December 3, 2020 under Reception No. 2020000125759, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest in such real property to this Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Scott Horton, ~~Senior Vice President~~
Director

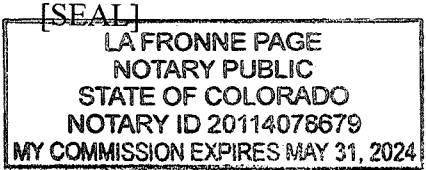
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of December 2021, by Scott Horton as ~~Senior Vice President~~ of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association. *Director*

Witness my hand and official seal.

My commission expires: May 31, 2024


La Fronne Page, Notary Public



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, COLORADO, is the holder of the indebtedness secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement And Fixture Filing dated December 1, 2020 and recorded in the County of Adams on December 4, 2020 under Reception No. 2020000088411, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest in such real property to this Agreement.

URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY,
COLORADO

By: [Signature]
Executive Director

STATE OF COLORADO)
)
COUNTY OF ADAMS) ss.

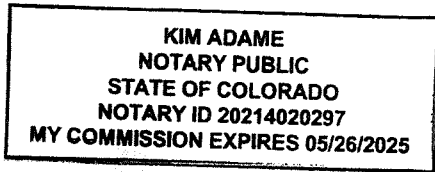
The foregoing instrument was acknowledged before me this 28 day of December 2021, by Jason Rogers, as Executive Director of Urban Renewal Authority of the City of Commerce City, Colorado.

Witness my hand and official seal.

My commission expires: 05/26/2025
Kim Adame

Notary Public

[SEAL]



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, The State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing, is the holder of the indebtedness secured by that certain Deed of Trust dated December 2, 2020 and recorded in the County of Adams on December 3, 2020 under Reception No. 2020000125763, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest pursuant to such deed of trust in such real property to this Agreement.

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Rick M. Garcia, Executive Director

By: Rick M. Garcia
Rick M. Garcia, Executive Director

Date: 1-4-22

STATE OF COLORADO)
)
COUNTY OF Denver) ss.

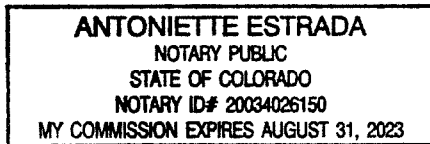
The foregoing instrument was acknowledged before me this 4th day of January 2022, by Rick M. Garcia, as Exec. Director of the Department of Local Affairs of the State of Colorado.

Witness my hand and official seal.

My commission expires: August 31, 2023

Antoniette Estrada
Notary Public

[SEAL]



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, The State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing, is the holder of the indebtedness secured by that certain Deed of Trust dated December 2, 2020 and recorded in the County of Adams on December 3, 2020 under Reception No. 2020000125764, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest pursuant to such deed of trust in such real property to this Agreement.

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Rick M. Garcia, Executive Director

By: Rick M. Garcia
Rick M. Garcia, Executive Director
Date: 1-4-22

STATE OF COLORADO)
)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 4th day of January 2022, by Rick M. Garcia's Exec. Director of the Department of Local Affairs of the State of Colorado.

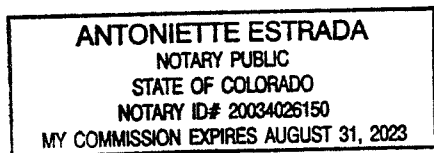
Witness my hand and official seal.

My commission expires: August 31, 2023

Antoniette Estrada

Notary Public

[SEAL]



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, is the holder of the indebtedness secured by that certain Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases dated December 2, 2020 and recorded in the County of Adams on December 3, 2020 under Reception No. 2020000125756, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest in such real property to this Agreement.

COLORADO HOUSING AND FINANCE AUTHORITY,
a body corporate and political subdivision of the State of Colorado

By: *Jaime G. Gomez*
Jaime G. Gomez, Deputy Executive Director and Chief Operating Officer

STATE OF COLORADO)
) ss.
COUNTY OF)

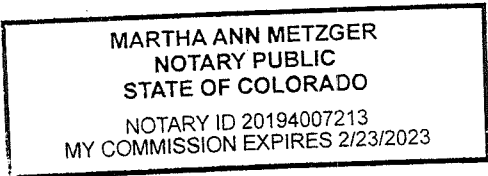
The foregoing instrument was acknowledged before me this 27th day of December 2021, by Jaime G. Gomez as Deputy Executive Director and Chief Operating Officer of Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 02/23/2023

M. Ann Metzger
Notary Public

[SEAL]



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, MERCY COMMUNITY CAPITAL, a Colorado nonprofit corporation is the holder of the indebtedness secured by that certain Deed of Trust to Public Trustee, Security Agreement and Financing Statement dated the 4th day of September, 2020 and recorded in the County of Adams on the 4th day of September, 2020 under Reception No. 2020000108662, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest in such real property to this Agreement.

MERCY COMMUNITY CAPITAL, a Colorado nonprofit corporation

By: [Signature]
Title: Vice President _____

STATE OF COLORADO)
) ss.
COUNTY OF)

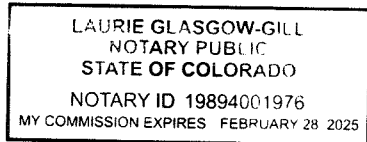
The foregoing instrument was acknowledged before me this 28th day of December 2021, by Brian Sample, as Vice President of Mercy Community Capital.

Witness my hand and official seal.

My commission expires: February 28, 2025

[Signature]
Notary Public

[SEAL]



LIENHOLDER'S CONSENT AND SUBORDINATION

The undersigned, MIDFIRST BANK, a Federally chartered savings association is the holder of the indebtedness secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated see attached exhibit and recorded in the County of Adams on see attached exhibit under Reception No. see attached exhibit, which Deed of Trust encumbers certain of the real property described on Exhibit A to this Agreement. The undersigned hereby consents to this Agreement and subordinates its interest in such real property to this Agreement.

MIDFIRST BANK,

a _____

By: _____

Title: Sr. Vice President

STATE OF COLORADO)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of December 2021, by Joseph Miller, as Senior Vice President of Midfirst Bank.

Witness my hand and official seal.

My commission expires: 02/10/2024

Grace Steele Stump

Notary Public

GRACE EMILY STEELE STUMPO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204005543
MY COMMISSION EXPIRES 02/10/2024

MidFirst Bank Recorded Deeds of Trust
Exhibit to Lienholder's Consent and Subordination to Amended and Restated
Maintenance Agreement for Tract E and Tract J
Mile High Greyhound Park

Reception No.	Recording Date
202200001 2863	2/10/2022
202200001 2866	2/10/2022
202200001 2868	2/10/2022
2022000012870	2/10/2022
202200001 2877	2/10/2022
202200001 2881	2/10/2022
202200001 2888	2/10/2022
202200001 2891	2/10/2022
202200001 2897	2/10/2022
202200001 2901	2/10/2022
202200001 2917	2/10/2022
2021000086468	7/20/2021
2021000137600	11/23/2021
2021000137603	11/23/2021
2021000145222	12/14/2021
2021000146542	12/16/2021
2021000146547	12/16/2021
2021000146549	12/16/2021
2021000146556	12/16/2021
2021000146558	12/16/2021
2021000146563	12/16/2021
2020000088412	9/4/2020
2020000088414	9/4/2020
2020000088415	9/4/2020
2020000088416	9/4/2020