FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "First Amendment") is entered into as of the 11th day of August, 1999, by and among METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"); PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club ("PDB"); and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. On September 3, 1998, the District, PDB, and SMC entered into that certain Lease and Management Agreement (the "Lease") providing for the construction, construction funding, leasing, maintenance, operation, and management of a new National Football League stadium (the "Stadium").

B. Pursuant to an Assignment and Assumption of Lease and Management Agreement (the "Assignment and Assumption"), dated as of September 3, 1998, PDB has assigned, transferred, conveyed and relinquished to SMC any and all of PDB's right, title, interest and estate in and to the Lease and the Leased Premises described therein, and SMC has assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Lease.

C. The Lease has attached to it, as Exhibit A thereto, a map depicting the real property upon which the Stadium and its attendant facilities will be constructed (the "Stadium Land").

D. Surveys have been completed on, and the District has acquired title to, a portion, but not all of the Stadium Land, specifically that portion of the Stadium Land referred to as Parcel A and Parcel D. The legal description of Parcels A and D is attached hereto as Exhibit A.

E. The District, PDB and SMC desire to record the Lease, the Assignment and Assumption, and this First Amendment with the Clerk and Recorder in and for the City and County of Denver, Colorado against Parcels A and D.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions herein, the District, PDB and SMC agree as follows:

1. **Recording.** Article 59 of the Lease, prohibiting the recording of the Lease, is hereby deleted from the Lease. The District, PDB and SMC expressly consent to the recording of the Lease.
the Assignment and Assumption, and this First Amendment, and any subsequent amendments to the Lease with the Clerk and Recorder in and for the City and County of Denver, Colorado. The Lease, the Assignment and Assumption, and this First Amendment shall be recorded against Parcels A and D only, at this time, and may be recorded against the balance of the Stadium Land, or portions thereof, at such time or times as title to such land is acquired by the District.

2. **Reaffirmation of Lease Terms.** The terms, covenants and conditions of the Lease shall remain and continue in full force and effect as amended herein. If there is any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall govern. Except as herein specifically set forth, all of the provisions of the Lease shall remain in full force and effect and be binding upon the parties hereto.

3. **Governing Law.** The governing law of this First Amendment and all provisions hereunder shall be governed by and construed in accordance with the laws of the State of Colorado (but not including the choice of law rules thereof).

4. **Complete Agreement.** This First Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This First Amendment shall inure to the benefit of and be binding upon the parties hereto and their heirs, successors and assigns.

6. **Counterparts.** This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

7. **Binding Effect.** This First Amendment becomes effective only upon the execution by the District, PDB and SMC.

8. **Definitions.** All capitalized terms used herein, but not defined herein, shall have the same meanings given to such terms in the Lease unless otherwise indicated.

[SIGNATURES ON PAGE 3]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this First Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: [Signature]
Kelly Leid, Director of Operations

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: [Signature]
J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, a Colorado limited liability company

By: [Signature]
J. Allen Fears, Chief Financial Officer

[NOTARIES ON PAGE 4]
STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 20th day of August, 1999 by Kelly Laid, Director of Operations of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 03-22-02

Kathryn Conner
Notary Public

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 12th day of August, 1999 by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 03-22-02

Michelle Trostel
Notary Public

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 12th day of August, 1999 by J. Allen Fears, Chief Financial Officer of Stadium Management Company, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 03-22-02

Michelle Trostel
Notary Public
EXHIBIT A

Legal Description of Parcels A and D
LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 27, BLOCK 3, PLATTE PARK FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER BEARS SOUTH 52 DEGREES 57 MINUTES 09 SECONDS EAST, 1209.13 FEET;
TENENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 27 AND 22, BLOCK 3, PLATTE PARK AND LOT 27, BLOCK 2, PLATTE PARK, A DISTANCE OF 466.64 FEET TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, PLATTE PARK;

TENENCE NORTH 19 DEGREES 30 MINUTES 28 SECONDS WEST, A DISTANCE OF 583.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 17TH AVENUE BEING ALSO THE NORTHERLY LINE OF BLOCK 1, PLATTE PARK; TENENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 17TH AVENUE, A DISTANCE OF 212.86 FEET;
TENENCE NORTH 00 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 17TH AVENUE, BEING ALSO THE SOUTHWEST CORNER OF LOT 20, BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING;
TENENCE NORTH 14 DEGREES 53 MINUTES 02 SECONDS EAST, A DISTANCE OF 365.12 FEET TO A POINT 7.07 FEET SOUTHERLY OF THE NORTHERLY LINE OF BLOCK 3, TYNON'S ADDITION TO DENVER, SECOND FILING, AS MEASURED BY PERPENDICULAR MEASUREMENT AND 18.21 FEET WESTERLY OF THE WESTERLY LINE OF SAID BLOCK 3 AS MEASURED BY PERPENDICULAR MEASUREMENT; TENENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG A LINE 7.07 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 3, A DISTANCE OF 147.12 FEET TO A POINT OF CURVE;
TENENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43 DEGREES 15 MINUTES 25 SECONDS, WITH A RADIUS OF 187.05 FEET AND AN ARC DISTANCE OF 141.22 FEET, AND WHOSE CHORD BEARS NORTH 68 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 137.89 FEET TO A POINT OF TANGENCY;
TENENCE NORTH 46 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID TANGENT, 52.81 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 18TH AVENUE, VACATED BY ORDIANCE NO. 1947-86, BEING ALSO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, TYNON'S ADDITION TO DENVER, SECOND FILING; TENENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2, 79.83 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 BEING ALSO THE WESTERLY LINE OF CLAY STREET, VACATED BY ORDIANCE NO. 396-1979;
TENENCE NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 2, AND THE NORTHERLY EXTENSION THEREOF, ALSO BEING THE EASTERLY LINE
LEGAL DESCRIPTION

OF BLOCK 1, TYNON'S ADDITION TO DENVER, SECOND FILING, 800.01 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, TYNON'S ADDITION TO DENVER BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 20TH AVENUE;

THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 34.00 FEET TO A POINT ON THE CENTERLINE OF SAID CLAY STREET;

THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, ALONG THE CENTERLINE OF SAID CLAY STREET, A DISTANCE OF 400.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST 19TH AVENUE, AS VACATED IN BOOK 1947 AT PAGE 86 RECORDED DECEMBER 9, 1907; THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 406.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BRYANT STREET;

THENCE SOUTH 00 DEGREES 17 MINUTES 53 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING ALSO THE EASTERLY LINE OF BLOCK 11 AND BLOCK 14, RIVER FRONT IN THE TOWN OF HIGHLAND, A DISTANCE OF 840.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 17TH AVENUE BEING ALSO THE SOUTHEAST CORNER OF SAID BLOCK 14;

THENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST 17TH AVENUE, 46.96 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF BLOCK 3, PLATTE PARK ALSO BEING THE EXTENDED WESTERLY RIGHT-OF-WAY LINE OF BRYANT STREET;

THENCE SOUTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID BLOCK 3, PLATTE PARK, A DISTANCE OF 650.05 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE FOLLOWING DEDICATED STREETS:

THE WESTERLY ONE-HALF OF THE NORTHERLY 400.00 FEET OF CLAY STREET ADJACENT TO BLOCK 1, TYNON'S ADDITION TO DENVER, SECOND FILING.

LEGAL DESCRIPTION

PARCEL D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST 
ONE-QUARTER OF SECTION 32 AND ALSO IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, 
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY 
OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE BEARINGS ARE BASED ON THE SOUTH 
LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 
WEST OF THE 6TH PRINCIPAL MERIDIAN, BEARING NORTH 89 DEGREES 54 MINUTES 23 
SECONDS EAST, A DISTANCE OF 2637.85 FEET BETWEEN A FOUND 3-1/4" CDH ALUMINUM 
CAP IN A MONUMENT BOX AT THE SOUTH 1/4 CORNER OF SAID SECTION 32 STAMPED "PLS 
11434" AND A FOUND 3-1/4" ALUMINUM CAP IN ASPHALT AT THE SOUTHEAST CORNER OF 
SAID SECTION 32 STAMPED "MERRICK & COMPANY, LS (UNREADABLE)".

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF BRYANT STREET WITH THE 
WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 19, BLOCK 4, PLATTE PARK, FROM 
WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, 
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL Meridian, BEARS SOUTH 49 
DEGREES 19 MINUTES 10 SECONDS EAST A DISTANCE OF 1233.13 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 39 SECONDS WEST, ALONG SAID CENTERLINE, A 
DISTANCE OF 554.78 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 14, RIVER 
FRONT IN THE TOWN OF HIGHLAND, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF 
DICK CONNOR AVENUE (FORMERLY WEST 17TH AVENUE);

THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG THE SOUTHERLY LINE OF 
SAID BLOCK 14, AND THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE, A DISTANCE 
OF 50.96 FEET TO THE INTERSECTION WITH THE CENTERLINE OF BRYANT STREET;

THENCE NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST, ALONG THE CENTERLINE OF 
BRYANT STREET, A DISTANCE OF 645.00 FEET TO THE WESTERLY EXTENSION OF THE 
NORTHERLY LINE OF LOT 27, BLOCK 12, RIVER FRONT IN THE TOWN OF HIGHLAND;

THENCE NORTH 89 DEGREES 29 MINUTES 49 SECONDS EAST, ALONG SAID WESTERLY 
EXTENSION AND THE NORTHERLY LINE OF SAID LOT 27, BLOCK 12, A DISTANCE OF 83.82 
FEET TO A POINT ON A CURVE, BEING THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 
25, ALSO KNOWN AS THE VALLEY HIGHWAY, AS DESCRIBED IN DEED RECORDED IN BOOK 
8756 AT PAGES 390 AND 391;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 25, ALONG A 
NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 26 DEGREES 39 MINUTES 
34 SECONDS, A RADIUS BEARING NORTH 75 DEGREES 49 MINUTES 35 SECONDS EAST, A 
DISTANCE OF 1528.30 FEET AND AN ARC DISTANCE OF 711.11 FEET, AND WHOSE CHORD 
BEARS SOUTH 27 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 704.71 FEET TO 
A POINT ON THE EASTERN LINE OF BLOCK 15, RIVER FRONT IN THE TOWN OF HIGHLAND, 
BEING ALSO THE WESTERLY LINE OF LOT F, RIVER FRONT IN THE TOWN OF HIGHLAND, 
SAID POINT BEING 20.60 FEET NORTHERLY OF THE SOUTHEAST CORNER OF LOT 24, SAID 
BLOCK 15;
LEGAL DESCRIPTION


THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE 25 THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 37 DEGREES 26 MINUTES 25 SECONDS EAST A DISTANCE OF 51.61 FEET TO A POINT ON THE NORTHERLY LINE OF RESERVED LOT A, PLATTE PARK, SAID POINT BEING 95.26 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT A;

2. THENCE SOUTH 38 DEGREES 54 MINUTES 58 SECONDS EAST A DISTANCE OF 152.63 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK 5, PLATTE PARK, SAID POINT BEING 4.95 FEET SOUTHERLY OF THE NORTHEAST CORNER OF LOT 45, SAID BLOCK 5;

THENCE SOUTH 00 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 5, A DISTANCE OF 295.07 FEET TO THE SOUTHEAST CORNER OF LOT 34, OF SAID BLOCK 5;

THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOTS 34 AND 15, SAID BLOCK 5, AND ALONG THE SOUTHERLY LINE AND THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 34, BLOCK 4, PLATTE PARK, A DISTANCE OF 437.64 FEET TO A POINT ON THE CENTERLINE OF A 16.00 FOOT ALLEY IN SAID BLOCK 4;

THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG THE CENTERLINE OF THE ALLEY IN SAID BLOCK 4, A DISTANCE OF 100.01 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 19, SAID BLOCK 4, PLATTE PARK;

THENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 19, AND SAID LINE EXTENDED, A DISTANCE OF 162.73 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DEDICATED STREETS AND ALLEYS:

PARCEL 1D:


PARCEL 2D:
LEGAL DESCRIPTION

THAT PART OF BRYANT STREET, LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE
OF WEST 18TH AVENUE, BEING ALSO THE WESTERLY EXTENSION OF THE NORTHERLY LINE
OF BLOCK 15, RIVER FRONT IN THE TOWN OF HIGHLAND AND SOUTHERLY OF THE WESTERLY
EXTENSION OF THE NORTHERLY LINE OF LOT 27, BLOCK 12, RIVER FRONT IN THE TOWN OF
HIGHLAND TO THE EASTERLY LINE BLOCK 11, RIVER FRONT IN THE TOWN OF HIGHLAND.

AND EXCEPT:

PARCEL 3D:

THOSE PARTS OF LOTS 1 THROUGH 9, BLOCK 4, PLATTE PARK AS RECORDED IN BOOK 1372
AT PAGE 261, DESCRIBED AS FOLLOWS:

A) BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 4, PLATTE PARK;
THENCE NORTHERLY ON THE WESTERLY LINE OF SAID BLOCK 4 TO THE INTERSECTION WITH
THE SOUTHWESTERLY LINE OF A PARCEL DESIGNATED AS PARCEL 2 OF LAND, CONVEYED TO
THE CITY BY DEED RECORDED IN BOOK 1127 AT PAGE 425 OF THE RECORDS OF THE CLERK
AND RECORDER OF THE CITY AND COUNTY OF DENVER;
THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE BEING A CURVE TO THE RIGHT WITH
A RADIUS OF 270.7 FEET, TO A POINT THAT IS 40 FEET EAST OF, BY PERPENDICULAR
MEASUREMENT, FROM THE WEST LINE OF SAID BLOCK 4;
THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING.

TOGETHER WITH THE INTEREST IN AND TO ANY PART OF VACATED WEST 17TH AVENUE AND

ALSO:

B) BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 4, PLATTE PARK, THAT IS 90.3
FEET WEST OF THE NORTHEAST CORNER OF LOT 1, SAID BLOCK;
THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF A PARCEL OF LAND, DESIGNATED
AS PARCEL 3 OF LAND CONVEYED TO THE CITY BY DEED RECORDED IN BOOK 1127 AT PAGE
425 OF THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF
DENVER;
THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE, BEING A CURVE TO THE RIGHT WITH
A RADIUS OF 383.06 FEET TO A POINT THAT IS 30 FEET SOUTH, BY PERPENDICULAR
MEASUREMENT, FROM THE NORTH LINE OF SAID BLOCK 4;
THENCE NORTHEASTERLY TO A POINT ON SAID NORTH LINE THAT IS 35 FEET WEST OF THE
NORTHEAST CORNER OF LOT 1, SAID BLOCK 4;
THENCE WESTERLY ON SAID NORTH LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE INTEREST IN AND TO ANY PART OF VACATED WEST 17TH AVENUE AND

PARCEL 4D:

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 32, AS RECORDED IN BOOK 1716 AT PAGE
380, DESCRIBED AS FOLLOWS:
LEGAL DESCRIPTION

A) A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PART OF LOT A RESERVED, LYING NORTH OF AND ADJACENT TO BLOCK 5, PLATTE PARK AND OF VACATED WEST 17TH AVENUE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 6.67 FEET NORTH OF THE NORTHWEST CORNER OF LOT 48, BLOCK 4, PLATTE PARK, ON THE EXTENDED EAST LINE OF THE ALLEY OF SAID BLOCK 4;
THENCE EAST 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 54 FEET;
THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 4 EXTENDED A DISTANCE OF 10 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 72 FEET;
THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 4 A DISTANCE OF 10 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE VALLEY HIGHWAY 1-25, SAID POINT BEING 30 FEET SOUTH OF SAID NORTH LINE BY PERPENDICULAR MEASUREMENT;
THENCE NORTHWESTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SAID NORTH LINE, SAID POINT BEING 95.26 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT A RESERVED AS ORIGINALLY PLATTED;
THENCE WESTERLY ALONG THE SAID NORTH LINE 332.52 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH SAID NORTH LINE AND SAID EXTENDED EAST LINE OF ALLEY IN SAID BLOCK 4;
THENCE SOUtherLY ON SAID EXTENDED EAST LINE OF THE ALLEY 30 FEET TO THE POINT OF BEGINNING.

ALSO:

B) A PARCEL OF LAND, 30 FEET IN WIDTH, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PARTS OF BLOCK 5, PLATTE PARK AND LOT A RESERVED, LYING NORTH OF AND ADJACENT TO SAID BLOCK 5, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 5, THAT IS 4.95 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 45, SAID BLOCK 5;
THENCE SOUtherLY ALONG SAID EAST LINE OF BLOCK 5, 47.36 FEET, MORE OR LESS;
THENCE EASTERLY, PARALLEL WITH AND 30 FEET SOUTHERLY FROM, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE VALLEY HIGHWAY 1-25;
THENCE SOUtheasterly along said southwesterly right-of-way line to the point of beginning.
SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Second Amendment") is entered into as of October 31, 2001, by and between the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado (the "District") and PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998 for the construction, construction funding, leasing, maintenance, operation, and management of a new National Football League stadium (the "Original Lease").

B. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement, dated as of August 11, 1999 (the First Amendment"). The Original Lease, as amended by the First Amendment, shall be referred to herein as the "Lease."

C. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Lease.

D. As real property comprising the Stadium Land is conveyed to the District by the City and County of Denver or by third parties, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. In addition to the real property legally described on Exhibit A to the First Amendment, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A-1 attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.
2. **Conflicting Terms.** Wherever the terms and conditions of this Second Amendment and the terms and conditions of the Lease conflict, the terms of this Second Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. **Governing Law.** This Second Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. **Complete Agreement.** This Second Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Second Amendment shall inure to the benefit of and be binding upon the parties hereto and their heirs, successors and assigns.

6. **Binding Effect.** This Second Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Second Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Second Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Lease, unless the context requires otherwise.

*[SIGNATURES FOLLOW ON PAGE 3]*
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Second Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: ________________________________
Name: Timothy D. Romanc
Title: Executive Director

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: ________________________________
J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, a Colorado limited liability company

By: ________________________________
J. Allen Fears, Chief Financial Officer

[NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO  
)  
) ss  
CITY AND COUNTY OF DENVER)  

The foregoing instrument was acknowledged before me this 8th day of November, 2001 by Timothy D. Romani, Executive Director of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 01-01-02

Notary Public

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

The foregoing instrument was acknowledged before me this 15th day of November, 2001 by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 03-22-02

Michelle O’Dorisio
Notary Public

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

The foregoing instrument was acknowledged before me this 15th day of November, 2001 by J. Allen Fears, Chief Financial Officer of Stadium Management Company, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 03-22-02

Michelle O’Dorisio
Notary Public
PARCEL B9: (OVERALL PARCEL)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 27, BLOCK 3, PLATTE PARK, AS RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS SOUTH 52 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 1209.13 FEET;

THE NORTHEаст 00 DEGREES 04 MINUTES 39 SECONDS WEST, ALONG THE EAST ELY LINE OF SAID BLOCK 3, BEING ALSO ON THE WEST ELY RIGHT-OF-WAY LINE OF BRYANT STREET AND ON THE EAST ELY LINE OF PREVIOUSLY DESCRIBED PARCEL "A" AS RECORDED UNDER RECEPTION NO. 9900104416 IN THE CITY AND COUNTY OF DENVER RECORDS, A DISTANCE OF 75.28 FEET TO THE NORTH ELY LINE OF THE NORTH ELY BLOCK 20, BLOCK 4, PLATTE PARK;


THE NORTHEаст 00 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF 125.01 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 16TH AVENUE;

THE NORTHEаст 00 DEGREES 30 MINUTES 38 SECONDS EAST, A DISTANCE OF 60.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 16TH AVENUE, SAID POINT BEING THE POINT OF INTERSECTION OF THE EAST ELY EXTENSION OF THE NORTHERLY LINE OF LOT 1, BLOCK 7, PLATTE PARK, AND THE CENTERLINE OF THE ALLEY IN SAID BLOCK 7;


THE NORTHEаст ALONG SAID WEST ELY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THE NORTHEast 16 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 280.60
2. THENCE SOUTH 13 DEGREES 34 MINUTES 02 SECONDS WEST, A DISTANCE OF 117.94 FEET;
3. THENCE SOUTH 86 DEGREES 56 MINUTES 17 SECONDS WEST, A DISTANCE OF 18.39 FEET;
4. THENCE SOUTH 02 DEGREES 22 MINUTES 50 SECONDS EAST, A DISTANCE OF 12.83 FEET;
5. THENCE SOUTH 04 DEGREES 59 MINUTES 04 SECONDS WEST, A DISTANCE OF 68.03 FEET;
6. THENCE SOUTH 11 DEGREES 29 MINUTES 06 SECONDS WEST, A DISTANCE OF 47.06 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2751 AT PAGE 13 OF THE CITY AND COUNTY OF DENVER RECORDS;

THENCE NORTH 88 DEGREES 43 MINUTES 31 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 236.70 FEET TO THE WESTERLY LINE OF LOT 26, BLOCK 7, PLATTE PARK;
THENCE NORTH 71 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.90 FEET TO THE SOUTHEAST CORNER OF LOT 20, SAID BLOCK 7, PLATTE PARK;
THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 20, BLOCK 7 BEING THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 9678 AT PAGE 122 AND ALONG THE NORTHERLY LINE OF THOSE PARCELS OF LAND DESCRIBED IN BOOK 9637 AT PAGE 179 AND BOOK 9689 AT PAGE 550, SITUATED IN BLOCK 8, PLATTE PARK AND ALONG THE NORTHERLY LINE OF THOSE PARCELS OF LAND DESCRIBED IN BOOK 9961 AT PAGE 227 AND IN BOOK 9829 AT PAGE 374 SITUATED IN BLOCK 9, PLATTE PARK, AND ALONG THE WESTERLY EXTENSION OF SAID NORTHERLY LINE, A DISTANCE OF 836.84 FEET TO THE EASTERN LINE OF BLOCK 10, PLATTE PARK, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF VACATED DALE COURT AS RECORDED IN ORDNANCE 3-1978;

THENCE NORTH 09 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG THE EASTERN LINE OF SAID BLOCK 10, A DISTANCE OF 74.01 FEET TO THE SOUTH LINE OF THE NORTH 1.0 FOOT OF LOT 29, BLOCK 10, PLATTE PARK, SAID LINE BEING ALSO THE NORTHERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8265 AT PAGE 588 AND BOOK 8265 AT PAGE 382;

THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1.0 FOOT OF LOTS 29 AND 18, SAID BLOCK 10 AND THE WESTERLY EXTENSION OF SAID LINE A DISTANCE OF 330.02 FEET TO A POINT ON THE EASTERN LINE OF BLOCK 18, PLATTE PARK, SAID POINT BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF DECATURE STREET AS VACATED IN ORDNANCE NO. 3-1978;
THENCE NORTH 09 DEGREES 05 MINUTES 35 SECONDS WEST, A DISTANCE OF 26.00 FEET TO THE NORTHEAST CORNER OF LOT 30, SAID BLOCK 18, PLATTE PARK;
THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 30, BEING ALSO THE NORTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 8256 AT PAGE 176, A DISTANCE OF 18.60 FEET;
THENCE NORTH 56 DEGREES 08 MINUTES 32 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF THAT PARCEL RECORDED IN BOOK 8303 AT PAGE 342, A DISTANCE OF 134.31 FEET TO THE NORTHWEST CORNER OF LOT 33, SAID BLOCK 18, PLATTE PARK;
THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTHEAST CORNER OF LOT 13, SAID BLOCK 18, BEING ALSO THE NORTHEASTERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8266 AT PAGE 523 AND BOOK 8266 AT PAGE
THENCE NORTH 52 DEGREES 31 MINUTES 25 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE OF THOSE PARCELS RECORDED IN BOOK 8286 AT PAGE 523, AND BOOK 8266 AT PAGE 333, A DISTANCE OF 164.03 FEET TO THE NORTHWEST CORNER OF LOT 10, SAID BLOCK 18, PLATTE PARK, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF ELIOT STREET;

THENCE NORTH 42 DEGREES 31 MINUTES 32 SECONDS WEST, A DISTANCE OF 118.57 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK 17, PLATTE PARK, SAID POINT BEING 12.5 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 43, SAID BLOCK 17;

THENCE NORTH 48 DEGREES 07 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 8286 AT PAGE 529, A DISTANCE OF 183.22 FEET TO A POINT ON THE EASTERLY LINE OF THE 16 FOOT ALLEY IN BLOCK 17, PLATTE PARK, BEING ALSO THE WESTERLY LINE OF LOT 48, SAID BLOCK 17, SAID POINT BEING ALSO 15.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 48;


THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID DICK CONNOR AVENUE THE FOLLOWING THREE (3) COURSES:

1. THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 48, SAID BLOCK 15, A DISTANCE OF 137.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 48, BEING ALSO THE NORTHERLY CORNER OF VACATED ELIOT STREET AS VACATED IN ORDINANCE NO. 3-1978;

2. THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID VACATION A DISTANCE OF 80.00 FEET TO THE NORTHERLY CORNER OF LOT 1, BLOCK 16, PLATTE PARK;

3. THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 16, PLATTE PARK, A DISTANCE OF 53.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED ELIOT STREET;

THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED ELIOT STREET, A DISTANCE OF 80.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE;

THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE, A DISTANCE OF 330.35 FEET TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING, AS RECORDED IN PLAT BOOK 6, AT PAGE 7, SAID POINT BEING ON THE WESTERLY LINE OF PREVIOUSLY DESCRIBED PARCEL "A" AS RECORDED UNDER RECEPTION NO. 990104416 IN THE CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG A LINE COMMON TO SAID PARCEL "A" THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 00 DEGREES 04 MINUTES 24 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE;
2. THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE, BEING ALSO THE NORTHERLY LINE OF BLOCK 1, PLATTE PARK, A DISTANCE OF 212.85 FEET;

3. THENCE SOUTH 19 DEGREES 30 MINUTES 28 SECONDS EAST, A DISTANCE OF 583.29 FEET TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, PLATTE PARK;

4. THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 27, BLOCK 2 AND ITS WESTERLY EXTENSION, AND LOTS 22 AND 27, BLOCK 3, PLATTE PARK, A DISTANCE OF 466.64 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE OVERALL PARCEL THE FOLLOWING DEDICATED STREETS AND ALLEYS:

A) THAT PART OF BRYANT STREET AS ORIGINALLY PLATTED AS TRACY STREET IN THE SUBDIVISION OF PLATTE PARK, LYING SOUTHERLY OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 20, BLOCK 4, PLATTE PARK TO THE EASTERLY LINE OF BLOCK 3, PLATTE PARK AND A LINE FROM THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 9678 AT PAGE 122, BEING ALSO THE NORTHEAST CORNER OF LOT 21, BLOCK 7, PLATTE PARK, AND THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN BOOK 9637 AT PAGE 179, BEING ALSO THE NORTHEAST CORNER OF LOT 26, BLOCK 8, SAID PLATTE PARK.


C) THAT PORTION OF WEST 16TH AVENUE, LYING EAST OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET AND WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF BRYANT STREET.


E) THAT PORTION OF CLAY STREET AS ORIGINALLY PLATTED AS GIBSON STREET IN THE SUBDIVISION OF PLATTE PARK, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 16TH AVENUE AND NORTHERLY OF A LINE BETWEEN THE NORTHWEST CORNER OF LOT 21, BLOCK 8, PLATTE PARK AND THE NORTHEAST CORNER OF LOT 26, BLOCK 9, SAID PLATTE PARK.

18, PLATTE PARK TO A POINT ON THE EASTERLY LINE OF BLOCK 17, PLATTE PARK, SAID
POINT BEING 12.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 43, SAID BLOCK 17,
PLATTE PARK, BEING ALSO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN BOOK
8286 AT PAGE 531.

EXCEPT FROM THE ABOVE DESCRIBED PARCEL F THAT PORTION OF PROPOSED ELIOT STREET
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 18, PLATTE PARK, SAID POINT
BEING ALSO THE SOUTHEAST CORNER OF THAT PART OF ELIOT STREET PREVIOUSLY VACATED
BY ORDINANCE NO. 3-1978;
THENENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF
SAID PREVIOUS VACATION, A DISTANCE OF 9.23 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF PROPOSED ELIOT STREET;
THENENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ELIOT STREET THE
FOLLOWING TWO (2) COURSES:

1) THENENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 35.07 FEET
   TO A POINT OF CURVE;
2) THENENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC DISTANCE OF 84.89 FEET,
   HAVING A CENTRAL ANGLE OF 12 DEGREES 45 MINUTES 55 SECONDS, A RADIUS OF 381.00
   FEET, A CHORD BEARING OF SOUTH 06 DEGREES 23 MINUTES 07 SECONDS EAST AND A
   CHORD DISTANCE OF 84.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 18,
   PLATTE PARK;
THENENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG THE WESTERLY LINE OF
SAID BLOCK 18, PLATTE PARK, A DISTANCE OF 119.27 FEET TO THE POINT OF
BEGINNING.

G) THAT PART OF DICK CONNOR AVENUE (FORMERLY KNOWN AS WEST 17TH AVENUE AND
ORIGINALY PLATTED AS ELLSWORTH AVENUE IN THE SUBDIVISION OF PLATTE PARK, AS
RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, AND BEING A
PART OF BLOCK 10, TYNONS ADDITION TO DENVER) LYING EASTERLY OF THE EASTERLY
RIGHT-OF-WAY LINE OF PROPOSED ELIOT STREET, SAID EASTERLY LINE OF PROPOSED
ELIOT STREET BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 16, SAID PLATTE PARK, THENENCE
NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG SAID NORTHERLY BLOCK LINE, A
DISTANCE OF 53.85 FEET TO THE POINT OF BEGINNING;
THENENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST A DISTANCE OF 80.00 FEET TO A
POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE, BEING ALSO
THE SOUTHERLY LINE OF PREVIOUSLY VACATED ELIOT STREET AS DESCRIBED IN BOOK 1947
AT PAGE 86;
AND WESTERLY OF A LINE 35.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE
PROJECTED NORTHERLY LINE OF PREVIOUSLY VACATED DECATOR STREET, SITUATED BETWEEN
BLOCKS 1 AND 16 SAID PLATTE PARK, SAID LINE BEING ALSO THE WESTERLY LINE OF
DICK CONNOR AVENUE AS PREVIOUSLY VACATED BY ORDINANCE NO. 491-1999.

H) THAT PART OF THE ALLEY IN BLOCK 7, PLATTE PARK, AS ORIGINALLY PLATTED, AS
RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, SITUATED
NORTHERLY OF A LINE BETWEEN THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN


EXCEPTING FROM THE OVERALL PARCEL FOR BRYANT STREET:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 23.43 FEET, HAVING A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 43 SECONDS, A RADIUS OF 651.00 FEET, A CHORD BEARING OF SOUTH 30 DEGREES 29 MINUTES 09 SECONDS WEST, AND A CHORD DISTANCE OF 23.43 FEET TO A POINT OF TANGENT;

THENCE SOUTH 31 DEGREES 31 MINUTES 01 SECONDS WEST, ALONG SAID TANGENT, A DISTANCE OF 139.91 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 403.81 FEET HAVING A CENTRAL ANGLE OF 23 DEGREES 52 MINUTES 36 SECONDS, A RADIUS OF 969.00 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 34 MINUTES 43 SECONDS WEST, AND A CHORD DISTANCE OF 400.89 FEET TO A POINT ON THE NORTHERLY LINE OF THAT COLORADO DEPARTMENT OF TRANSPORTATION PARCEL DESCRIBED IN BOOK 2751 AT PAGE 13;

THENCE NORTH 88 DEGREES 43 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 62.36 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 436.56 FEET, HAVING A CENTRAL ANGLE OF 24 DEGREES 15 MINUTES 39 SECONDS, A RADIUS OF 1031.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 23 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 433.30 FEET TO A POINT OF TANGENT;

THENCE NORTH 31 DEGREES 31 MINUTES 01 SECONDS EAST, ALONG SAID TANGENT, A DISTANCE OF 116.43 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1, BLOCK 6, SAID PLATTE PARK, BEING ALSO ON THE NORTHERLY LINE OF SAID OVERALL PARCEL;

THENCE NORTH 89 DEGREES 54 MINUTES 25 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 72.31 FEET TO THE POINT OF BEGINNING.
EXCEPTING FROM THE OVERALL PARCEL FOR PROPOSED ELIOT STREET:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE ALONG THE EXTERIOR SOUTHERLY BOUNDARY OF SAID OVERALL PARCEL THE FOLLOWING SEVEN (7) COURSES:

1. THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 10, A DISTANCE OF 74.01 FEET TO THE SOUTH LINE OF THE NORTH 1.0 FOOT OF LOT 29, BLOCK 10, PLATTE PARK, SAID LINE BEING ALSO THE NORTHERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8265 AT PAGE 588 AND BOOK 8265 AT PAGE 382;
2. THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1.0 FOOT OF LOTS 29 AND 18, SAID BLOCK 10 AND THE WESTERLY EXTENSION OF SAID LINE A DISTANCE OF 330.02 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK 18, PLATTE PARK, SAID POINT BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF DECATOR STREET AS VACATED IN ORDINANCE NO. 3-1978;
3. THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS WEST, A DISTANCE OF 26.00 FEET TO THE NORTHWEST CORNER OF LOT 18, SAID BLOCK 10, PLATTE PARK;
4. THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 30, BEING ALSO THE NORTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 8256 AT PAGE 176, A DISTANCE OF 18.60 FEET;
5. THENCE NORTH 56 DEGREES 08 MINUTES 32 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF THAT PARCEL RECORDED IN BOOK 8303 AT PAGE 342, A DISTANCE OF 134.31 FEET TO THE NORTHWEST CORNER OF LOT 33, SAID BLOCK 10, PLATTE PARK;
6. THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTHEAST CORNER OF LOT 13, SAID BLOCK 18, SAID PLATTE PARK BEING ALSO THE NORTHEASTERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8286 AT PAGE 523 AND BOOK 8266 AT PAGE 333;
7. THENCE NORTH 52 DEGREES 31 MINUTES 25 SECONDS WEST, ALONG SAID NORTHEASTERLY LINE OF THAT PARCEL RECORDED IN BOOK 8286 AT PAGE 523, A DISTANCE OF 102.94 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 213.04 FEET, HAVING A CENTRAL ANGLE OF 32 DEGREES 02 MINUTES 15 SECONDS, A RADIUS OF 381.00 FEET, A CHORD BEARING OF NORTH 16 DEGREES 01 MINUTES 17 SECONDS WEST, AND A CHORD DISTANCE OF 210.27 FEET TO A POINT OF TANGENT;
THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, A DISTANCE OF 715.03 FEET;
THENCE NORTH 56 DEGREES 08 MINUTES 09 SECONDS WEST, A DISTANCE OF 9.63 FEET TO
LEGAL DESCRIPTION

A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DICK CONNOR AVENUE AS ESTABLISHED IN ORDINANCE NO. 211-1993, SAID POINT BEING ALSO ON THE NORTHERLY LINE OF VACATED ELIOT STREET AS VACATED BY ORDINANCE NO. 3-1978;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE THE FOLLOWING TWO (2) COURSES:

1. THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST, A DISTANCE OF 16.15 FEET TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 16, PLATTE PARK;
2. THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 16, PLATTE PARK, A DISTANCE OF 53.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED ELIOT STREET;
THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 720.49 FEET TO A POINT OF CURVE;
THENCE ALONG SAID CURVE TO THE LEFT A ARC DISTANCE OF 502.37 FEET, HAVING A CENTRAL ANGLE OF 90 DEGREES 13 MINUTES 51 SECONDS, A RADIUS OF 319.00 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 07 MINUTES 05 SECONDS EAST, AND A CHORD DISTANCE OF 452.04 FEET TO A POINT OF TANGENT;
THENCE NORTH 89 DEGREES 45 MINUTES 59 SECONDS EAST, ALONG SAID TANGENT, A DISTANCE OF 135.10 FEET TO A POINT OF CURVE;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 212.57 FEET, HAVING A CENTRAL ANGLE OF 75 DEGREES 38 MINUTES 53 SECONDS, A RADIUS OF 161.00 FEET, A CHORD BEARING OF SOUTH 52 DEGREES 24 MINUTES 34 SECONDS EAST, AND A CHORD DISTANCE OF 197.46 FEET TO A POINT ON THE SOUTHERLY LINE OF HEREIN DESCRIBED OVERALL PARCEL;
THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF HEREIN DESCRIBED OVERALL PARCEL, A DISTANCE OF 57.82 FEET TO THE POINT OF BEGINNING.

FOR AND ON BEHALF OF:
KELLY SURVEYING ASSOCIATES, INC.
7330 SOUTH ALTON WAY, SUITE H
ENGLEWOOD, CO 80112
DIANE M. KELLY, PLS 25951
THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

THIS THIRD AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Third Amendment") is entered into as of April 5, 2002, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of a new National Football League stadium (the "Original Lease").

B. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the First Amendment") and that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773. The Original Lease, as amended by the First Amendment and the Second Amendment, shall be referred to herein as the "Lease."

C. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Lease.

D. As real property comprising the Stadium Land is conveyed to the District by the City and County of Denver or by third parties, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
1. **Leased Premises.** In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A-1 attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. **Conflicting Terms.** Wherever the terms and conditions of this Third Amendment and the terms and conditions of the Lease conflict, the terms of this Third Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. **Governing Law.** This Third Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. **Complete Agreement.** This Third Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Third Amendment shall inure to the benefit of and be binding upon the parties hereto and their heirs, successors and assigns.

6. **Binding Effect.** This Third Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Third Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Third Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Third Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

[SIGNATURES FOLLOW ON PAGE 3]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Third Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: [Signature]
Name: Timothy D. Romani
Title: EXECUTIVE DIRECTOR

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: [Signature]
J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, a Colorado limited liability company

By: [Signature]
J. Allen Fears, Chief Financial Officer

[NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO  )
                     ) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of April, 2002 by Timothy D. Romani, EXECUTIVE DIRECTOR of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 03-22-06

                                        Notary Public

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

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of TB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 03-22-06

                                        Notary Public

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

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by J. Allen Fears, Chief Financial Officer of Stadium Management Company, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 03-22-06

                                        Notary Public
EXHIBIT A-1

PARCEL B3:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 14, PLATTE PARK, AS ORIGINALLY PLATTED, 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, BEING ALSO ON THE EASTERN RIGHT-OF-WAY LINE OF BRYANT STREET, FROM WHENCE THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 BEARS N89°54'23"E, A DISTANCE OF 903.86 FEET;

THENCE N89°54'23"E, ALONG THE SOUTHERLY LINE OF THE NORTHERLY 25.00 FEET OF LOTS 1-8, AND ALONG THE NORTHERLY LINE OF LOTS 9-12, BLOCK 14, AND ITS WESTERLY EXTENSION, A DISTANCE OF 345.84 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF PARCELS WSL-57, AND 59 AS RECORDED UNDER RECEPTION NO. R-92-0017256;


THENCE N70°02'40"W ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 61.83 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2;

THENCE S19°57'20"W, ALONG THE WESTERLY LINE OF SAID PARCEL 2 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 36.68 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 14, PLATTE PARK, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE;

THENCE N70°07'05"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST COLFAx AVENUE AND ALONG THE SOUTHERLY LINE OF SAID BLOCK 14, A DISTANCE OF 43.30 FEET;

THENCE N88°05'05"W, ALONG SAID SOUTHERLY LINE OF BLOCK 14, A DISTANCE OF 165.69 FEET TO A POINT 40.00 FEET EASTERY OF THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 14 TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG THE NORTHEASTERLY LINE OF THAT PARCEL DESCRIBED IN ORDINANCE 447-1982, THROUGH A CENTRAL ANGLE OF 87°59'30", AN ARC LENGTH OF 63.62 FEET, WHOSE RADIUS IS 41.43 FEET AND WHOSE CHORD BEARS N44°05'20"W, A DISTANCE OF 57.56 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, SAID BLOCK 14, 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO THE EASTERN RIGHT-OF-WAY LINE OF BRYANT STREET;

THENCE N00°05'35"W, ALONG THE WESTERLY LINE OF SAID LOT 1, BLOCK 14, PLATTE PARK, A DISTANCE OF 48.65 FEET TO THE POINT OF BEGINNING.

THE OVERALL PARCEL CONTAINS 30,464 SQUARE FEET, OR 0.699 ACRES, MORE OR LESS.
EXCEPTING THEREFROM THE FOLLOWING PORTION OF PROPOSED BRYANT STREET:

COMMENCING AT A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 14, PLATTE PARK, AS ORIGINALLY PLATTED, 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, BEING ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF BRYANT STREET, FROM WHENCE THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 BEARS N89°54'23"E, A DISTANCE OF 903.66 FEET;

THENENCE ALONG THE NORTHERLY LINE OF ABOVE DESCRIBED PARCEL B3 THE FOLLOWING TWO (2) COURSES:

1. THENENCE N89°54'23"E, ALONG THE SOUTHERLY LINE OF THE NORTHERLY 25.00 FEET OF LOTS 1-8, AND ALONG THE NORTHERLY LINE OF LOT 9, A DISTANCE OF 217.44 FEET TO THE POINT OF BEGINNING;

2. THENENCE N89°54'23"E, ALONG THE NORTHERLY LINE OF LOTS 9-12, A DISTANCE OF 65.65 FEET TO A POINT OF NON-TANGENCY;

THENENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 42.91 FEET, HAVING A CENTRAL ANGLE OF 20°16'59", A RADIUS OF 121.00 FEET, A CHORD BEARING OF S23°13'44"W, AND A CHORD DISTANCE OF 42.68 FEET TO A POINT OF NON-TANGENCY;

THENENCE S00°05'05"E, A DISTANCE OF 39.63 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 2 OF THE COLORADO DEPARTMENT OF TRANSPORTATION PROJECT NO. BRO N735-004, SAID POINT BEING ALSO A POINT ON THE SOUTHERLY LINE OF ABOVE DESCRIBED PARCEL B3;

THENENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL B3 THE FOLLOWING FIVE (5) COURSES:

1. THENENCE N70°02'40"W, A DISTANCE OF 7.62 FEET;

2. THENENCE S19°57'20"W, A DISTANCE OF 36.68 FEET;

3. THENENCE N70°07'05"W, A DISTANCE OF 43.30 FEET;

4. THENENCE N88°05'05"W, A DISTANCE OF 165.89 FEET TO A POINT OF CURVE;

5. THENENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 11.32 FEET, HAVING A CENTRAL ANGLE OF 15°39'19", A RADIUS OF 41.43 FEET, A CHORD BEARING OF N80°15'26"W AND A CHORD DISTANCE OF 11.29 FEET TO A POINT OF NON-TANGENCY;

THENENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 120.16 FEET, HAVING A CENTRAL ANGLE OF 26°34'58", A RADIUS OF 259.00 FEET, A CHORD BEARING OF N73°04'47"E AND A CHORD DISTANCE OF 119.09 FEET TO A POINT OF TANGENT;

THENENCE N59°17'18"E, A DISTANCE OF 60.15 FEET TO A POINT OF CURVE;

THENENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 32.99 FEET, HAVING A CENTRAL ANGLE OF 32°02'14", A RADIUS OF 59.00 FEET, A CHORD BEARING OF N43°46'11"E AND A CHORD DISTANCE OF 32.56 FEET TO THE POINT OF BEGINNING.
SAID REMAINDER PARCEL CONTAINS 10,695 SQUARE FEET OR 0.429 ACRE, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REvised MARCH 18, 2002
KSDGL JOB NO. 1532C
MARTIN C. BRAUNS, FLS 27926
PARCEL B4:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 13, PLATTE PARK, AS ORIGINALLY PLATTED, FROM WHENCE THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N84°46'30"E, A DISTANCE OF 967.36 FEET;

THENCE N88°04'28"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 13, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE, A DISTANCE OF 266.18 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 13;

THENCE N00°05'35"W, ALONG THE WESTERLY LINE OF SAID BLOCK 13, BEING ALSO THE EASTERNLY RIGHT-OF-WAY LINE OF CLAY STREET, A DISTANCE OF 99.14 FEET TO A POINT 3.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 13, PLATTE PARK, AS ORIGINALLY PLATTED, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST CABLE PLACE AS ESTABLISHED BY ORDINANCE NO. 148-1912;

THENCE N89°54'23"E, ALONG A LINE 3.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 13, PLATTE PARK, AS ORIGINALLY PLATTED, A DISTANCE OF 266.02 FEET TO THE EASTERLY LINE OF SAID BLOCK 13;

THENCE S00°05'35"E, ALONG THE EASTERLY LINE OF SAID BLOCK 13, BEING ALSO THE WESTERNLY RIGHT-OF-WAY LINE OF BRYANT STREET, A DISTANCE OF 108.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27,620 SQUARE FEET OR 0.634 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80121
REVIEWED MARCH 18, 2002
KGDG JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926
PARCEL B5:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THEBearings are based on the south line of the southeast one-quarter of section 32, township 3 south, range 68 west of the sixth principal meridian, said line being also the north line of the northeast one-quarter of section 5, township 4 south, range 68 west of the sixth principal meridian, bearing N89°54'23"E a distance of 2637.85 feet between a found 3-1/4" cold aluminum cap in a monument box at the south 1/4 corner of said section 32 stamped "PIS 11434" and a found 3-1/4" aluminum cap in asphalt at the southeast corner of said section 32 stamped "Merrick & Company, IS (unreadable)"

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 12, PLATTE PARK, AS ORIGINALLY PLATTED, FROM WHERENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N85°53'34"W, A DISTANCE OF 1065.25 FEET;

THENCE N00°05'35"W, ALONG THE WESTERLY LINE OF SAID BLOCK 12, BEING ALSO THE EASTERSLY RIGHT-OF-WAY LINE OF DALE COURT, A DISTANCE OF 101.50 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST CABLE PLACE AS ESTABLISHED BY ORDINANCE NO. 148-1912;

THENCE N89°54'23"E, ALONG THE SOUTHERLY LINE OF SAID WEST CABLE PLACE, A DISTANCE OF 100.00 FEET TO THE EASTERYLINE OF LOT 4 SAID BLOCK 12;

THENCE S00°05'35"E, ALONG THE EASTERY LINE OF SAID LOT 4, A DISTANCE OF 95.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLFAK AVENUE;

THENCE S86°26'17"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COLFAK AVENUE BEING ALSO THE SOUTHERLY LINE OF BLOCK 12, A DISTANCE OF 100.18 FEET TO THE POINT OF BEGINNING.

THE OVERALL PARCEL CONTAINS 9,847 SQUARE FEET, OR 0.2666 ACRE, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING PORTION OF PROPOSED ELIOT STREET:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 12, PLATTE PARK, AS ORIGINALLY PLATTED, FROM WHERENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N85°53'34"W, A DISTANCE OF 1065.25 FEET;

THENCE N00°05'35"W, ALONG THE WESTERLY LINE OF SAID BLOCK 12, BEING ALSO THE EASTERSLY RIGHT-OF-WAY LINE OF DALE COURT, A DISTANCE OF 101.50 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST CABLE PLACE AS ESTABLISHED BY ORDINANCE NO. 148-1912;

THENCE N89°54'23"E, ALONG THE SOUTHERLY LINE OF SAID WEST CABLE PLACE, A DISTANCE OF 3.43 FEET;

THENCE S00°34'20"E, A DISTANCE OF 53.06 FEET;

THENCE S38°41'12"E, A DISTANCE OF 58.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 12, PLATTE PARK, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLFAK AVENUE;
THENCE S86°26'17"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COLFAX AVENUE BEING
ALSO THE SOUTHERLY LINE OF BLOCK 12, A DISTANCE OF 40.65 FEET TO THE POINT OF
BEGINNING.

SAID REMAINDER PARCEL CONTAINS 8,581 SQUARE FEET OR 0.197 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6001 SOUTH EMPORTIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED MARCH 18, 2002
KSA JOB NO. 1532
MARTIN G. BRAUNS, PLS 27926
FOURTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Fourth Amendment") is entered into as of May 31, 2002, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"). The Original Lease, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall be referred to herein as the "Lease".

D. As real property is conveyed to the District by the City and County of Denver, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.
AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Leased Premises.** In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. **Conflicting Terms.** Wherever the terms and conditions of this Fourth Amendment and the terms and conditions of the Lease conflict, the terms of this Fourth Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. **Governing Law.** This Fourth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. **Complete Agreement.** This Fourth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Fourth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Binding Effect.** This Fourth Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Fourth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Fourth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Fourth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

[SIGNATURES FOLLOW ON PAGE 3]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Fourth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: Timothy D. Romani
Name: TIMOTHY D. ROMANI
Title: EXECUTIVE DIRECTOR

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, a Colorado limited liability company

By: J. Allen Fears, Chief Financial Officer

[NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO  
)  
) ss  
CITY AND COUNTY OF DENVER)  

The foregoing instrument was acknowledged before me this 12th day of June, 2002, by Timothy D. Romanczyk, Executive Director of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 12/21/03

Sandra J. Hale  
Notary Public

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

The foregoing instrument was acknowledged before me this 11th day of June, 2002, by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 03.22.06

Michelle O'Dorisio  
Notary Public

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

The foregoing instrument was acknowledged before me this 11th day of June, 2002, by J. Allen Fears, Chief Financial Officer of Stadium Management Company, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 03.22.06

Michelle O'Dorisio  
Notary Public
EXHIBIT A

OVERALL PARCEL B6:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, JACOB'S ADDITION TO HIGHLAND, AS RECORDED IN FLAT BOOK 1 AT PAGE 31 OF THE CITY AND COUNTY OF DENVER RECORDS, 1.40 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 1, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N83°45'09"W, A DISTANCE OF 1202.24 FEET;

THENCE S03°04'13"E, ALONG A LINE 1.40 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.91 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE S41°16'32"W, ALONG THE SOUTHEASTERLY LINE OF LOTS 1, 2, 19 AND 18, JACOB'S ADDITION TO HIGHLAND, BEING ALSO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, AS SHOWN ON THE MAP OF OFFICIAL CITY SURVEY ON FILE IN BOOK 25 AT PAGE 6, IN THE CITY ENGINEER'S OFFICE, A DISTANCE OF 281.00 FEET;

THENCE S21°29'17"W, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 9.75 FEET TO THE NORTHERLY LINE OF WEST 14TH AVENUE, (ORIGINALLY PLATTED AS HOWARD STREET) AS SHOWN ON JACOB'S ADDITION TO HIGHLAND AND AS SHOWN ON SAID MAP OF THE OFFICIAL CITY SURVEY;

THENCE S86°26'17"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 14TH AVENUE A DISTANCE OF 138.11 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF THE WEST 52.00 FEET OF LOT 24, JACOB'S ADDITION TO HIGHLAND;

THENCE S03°33'43"E, ALONG SAID NORTHERLY EXTENSION, THE EASTERLY LINE OF THE WEST 52.00 FEET OF SAID LOT 24, AND THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE, A DISTANCE OF 218.00 FEET TO A POINT 8.00 FEET SOUTHERLY OF THE SOUTH LINE OF LOT 24, JACOB'S ADDITION TO HIGHLAND, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT ALLEY, SHOWN AS 8.00 FEET EITHER SIDE OF THE SOUTHERLY LINE OF LOTS 24-26, JACOB'S ADDITION TO HIGHLAND ON SAID MAP OF OFFICIAL CITY SURVEY;

THENCE N86°26'16"E, ALONG THE SOUTHERLY LINE OF SAID ALLEY, A DISTANCE OF 44.45 FEET;

THENCE S00°32'43"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, A DISTANCE OF 14.58 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°33'19", AN ARC LENGTH OF 75.53 FEET, WHOSE RADIUS IS 50.00 FEET, AND WHOSE CHORD BEARS
S42°43'57"W, A DISTANCE OF 60.55 FEET TO A POINT OF TANGENCY ON THE NORTHERLY LINE OF PROPOSED WEST HOWARD PLACE.

THENCE ALONG THE NORTHERLY LINE OF SAID PROPOSED WEST HOWARD PLACE THE FOLLOWING FOUR (4) COURSES:

1. THENCE S86°00'36"W, A DISTANCE OF 704.33 FEET;

2. THENCE S41°00'36"W, A DISTANCE OF 4.24 FEET;

3. THENCE S86°00'36"W, A DISTANCE OF 30.49 FEET TO A POINT OF CURVE;

4. THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 93°50'14", AN ARC LENGTH OF 90.00 FEET, WHOSE RADIUS IS 55.00 FEET, AND WHOSE CHORD BEARS N47°04'17"W, A DISTANCE OF 80.34 FEET TO A POINT OF TANGENCY;

THENCE N00°09'10"W, A DISTANCE OF 20.21 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 30, JACOB'S ADDITION TO HIGHLAND, AS ORIGINALLY PLATTED;


THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ELIOT STREET THE FOLLOWING THREE (3) COURSES:

1. THENCE N05°28'00"E, A DISTANCE OF 0.80 FEET;

2. THENCE N35°52'30"E, A DISTANCE OF 245.30 FEET;

3. THENCE N60°09'59"E, A DISTANCE OF 44.63 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST 14TH AVENUE, BEING ALSO THE SOUTHWEST CORNER OF LOT 13, JACOB'S ADDITION TO HIGHLAND AND THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 8228 AT PAGE 404;

THENCE N37°37'59"E, ALONG THE SOUTHEASTERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8228 AT PAGE 404, BOOK 8236 AT PAGE 516, BOOK 8255 AT PAGE 92 AND BOOK 8255 AT PAGE 98, A DISTANCE OF 199.34 FEET TO THE NORTHWEST CORNER OF LOT 14, JACOB'S ADDITION TO HIGHLAND;

THENCE N86°26'17"E, ALONG THE SOUTHERLY LINE OF THE 16 FOOT EAST-WEST ALLEY, AS SHOWN ON SAID JACOB'S ADDITION TO HIGHLAND, A DISTANCE OF 90.01 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 20, ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10 JACOB'S ADDITION TO HIGHLAND;

THENCE N03°04'13"W, ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF SAID LOT 20, A DISTANCE OF 46.00 FEET TO THE NORTHWESTERLY LINE OF PARCEL 1 AS RECORDED UNDER RECEPTION NO. 060404 IN THE CITY AND COUNTY OF DENVER RECORDS;

THENCE N40°27'57"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 165.90 FEET TO THE NORTHERLY LINE OF ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10, JACOB'S ADDITION TO HIGHLAND;

THENCE N86°26'17"E, ALONG THE NORTHERLY LINE OF ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10, JACOB'S ADDITION TO HIGHLAND AND THE NORTHERLY LINE OF JACOB'S ADDITION TO HIGHLAND, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST COLEFAV AVENUE, A DISTANCE OF 576.45 FEET TO THE POINT OF BEGINNING.

THE OVERALL PARCEL CONTAINS 416,708 SQUARE FEET OR 9.5662 ACRES, MORE OR LESS.
EXCEPTING THEREFROM THOSE PORTIONS OF THE FOLLOWING DESCRIBED RIGHTS OF WAY LYING WITHIN THE OVERALL PARCEL 86:

A) THAT PART OF DECATUR STREET SITUATED IN JACOB’S ADDITION TO HIGHLAND LYING SOUTHERLY OF WEST COLLAX AVENUE AS ORIGINALLY PLATTED AS GOLDEN AVENUE IN THE SUBDIVISION OF PLATTE PARK, AS RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, AND NORTHERLY OF HOWARD AVENUE AS ORIGINALLY PLATTED IN JACOB’S ADDITION TO HIGHLAND AND CURRENTLY KNOWN AS WEST 14TH AVENUE, SAID DECATUR STREET BEING COMPRISED OF THE FOLLOWING SIX (6) PARCELS:

ALL OF LOTS 27 AND 28 ERNEST W. LOWREY’S SUBDIVISION OF LOTS 5-10, JACOB’S ADDITION TO HIGHLAND, AND

THE EASTERLY 49.0 FEET OF THE WESTERLY 55.0 FEET OF LOT 16, JACOB’S ADDITION TO HIGHLAND.

TOGETHER WITH THAT PART OF THE ALLEY AS ORIGINALLY PLATTED IN JACOB’S ADDITION TO HIGHLAND SITUATED BETWEEN SAID LOTS 27 AND 28 SAID ERNEST W. LOWREY’S SUBDIVISION OF LOTS 5-10, JACOB’S ADDITION TO HIGHLAND AND THE EASTERLY 49.0 FEET OF THE WESTERLY 55.0 FEET OF LOT 16, JACOB’S ADDITION TO HIGHLAND.

B) THAT PART OF THE ALLEY AS ORIGINALLY PLATTED IN JACOB’S ADDITION TO HIGHLAND SITUATED EASTERLY OF THE WESTERLY LINE OF LOT 20, ERNEST W. LOWREY’S SUBDIVISION OF LOTS 5-10, JACOB’S ADDITION TO HIGHLAND, EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF SAID ALLEY, BEING ALSO THE NORTHERLY LINE OF LOT 14, JACOB’S ADDITION TO HIGHLAND, AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF DECATUR STREET. SAID WESTERLY LINE OF DECATUR STREET BEING THE WESTERLY LINE OF LOT 27, ERNEST W. LOWREY’S SUBDIVISION OF LOTS 5-10, JACOB’S ADDITION TO HIGHLAND EXTENDED SOUTHERLY TO THE NORTHWESTERLY CORNER OF THE EASTERLY 49.0 FEET OF THE WESTERLY MOST 55.0 FEET OF LOT 16, JACOB’S ADDITION TO HIGHLAND.

C) THAT PART OF HOWARD STREET AS ORIGINALLY PLATTED IN JACOB’S ADDITION TO HIGHLAND, AND CURRENTLY KNOWN AS WEST 14TH AVENUE LYING EASTERLY OF AND ADJACENT TO ELLIOT STREET AS ESTABLISHED BY ORDINANCE NO. 376 SERIES 1966, AND WESTERLY OF THE WESTERLY LINE OF MORRISON ROAD SAID WESTERLY LINE BEING DEFINED BY A LINE EXTENDED FROM THE MOST EASTERLY CORNER OF THE SOUTH LINE OF LOT 16, TO THE MOST EASTERLY CORNER ON THE NORTH LINE OF LOT 23, ALL IN SAID JACOB’S ADDITION TO HIGHLAND AS SHOWN ON THE MAP OF OFFICIAL CITY SURVEY, RECORDED IN PLAT BOOK 25 AT PAGE 6, CITY AND COUNTY OF DENVER SURVEY RECORDS.

D) THAT PART OF THE NORTH/SOUTH ALLEY SITUATED OVER THE EASTERLY 3.0 FEET OF LOT 27, JACOB’S ADDITION TO HIGHLAND AS ESTABLISHED IN ORDINANCE 93 SERIES 1916 AND THE WESTERLY 13.0 FEET OF LOT 26, JACOB’S ADDITION TO HIGHLAND AS SHOWN ON THE MAP OF OFFICIAL CITY SURVEY, RECORDED IN PLAT BOOK 25 AT PAGE 6, CITY AND COUNTY OF DENVER SURVEY RECORDS;

E) ALL THAT PART OF ELIOT STREET WITHIN THE ABOVE DESCRIBED PARCEL B6, AS
ESTABLISHED BY ORDINANCE NO. 376 OF SERIES 1966, AND A PORTION OF WEST 14TH
Avenue (originally platted as Howard Street) as shown on the plat of Jacob's
Addition to Highland, as recorded in plat book 1 at page 31 of the city and
county of Denver records, all situated within the NE1/4 of section 5, township
4 south, range 68 west of the 6th P.M., described as follows:

BEGINNING AT THE NORTH EAST CORNER OF LOT 29, JACOB'S ADDITION TO HIGHLAND,
FROM WHENCE THE NORTHWEST CORNER OF SAID NORTH EAST ONE-QUARTER BEARS
N28°36'17"W, A DISTANCE OF 641.10 FEET;

THENENCE ALONG THE EASTERY LINE OF SAID ELIOT STREET THE FOLLOWING TWO (2)
COURSES:

1. THENENCE S37°21'09"W, A DISTANCE OF 198.49 FEET TO THE SOUTHWEST CORNER OF
SAID LOT 29, SAID POINT BEING ALSO THE SOUTHERLY LINE OF SAID JACOB'S
ADDITION TO HIGHLAND;

2. THENENCE S03°33'43"E, A DISTANCE OF 108.14 FEET TO THE NORTHERLY RIGHT-OF-
WAY LINE OF WEST HOWARD PLACE AS RECORDED IN BOOK 3458, AT PAGE 268 OF
THE CITY AND COUNTY OF DENVER RECORDS;

THENENCE S06°26'17"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST HOWARD
PLACE, A DISTANCE OF 84.00 FEET;

THENENCE ALONG THE WESTERY LINE OF SAID ELIOT STREET THE FOLLOWING TWO (2)
COURSES:

THENENCE N05°28'00"E, A DISTANCE OF 110.30 FEET;

THENENCE N35°52'30"E, A DISTANCE OF 245.30 FEET;

THENENCE N60°09'55"E, DEPARTING SAID WESTERY LINE OF ELIOT STREET, A DISTANCE
OF 44.63 FEET TO THE SOUTHWEST CORNER OF LOT 13, JACOB'S ADDITION TO HIGHLAND,
SAID POINT BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 14TH AVENUE;

THENENCE N06°26'17"E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.05
FEET TO THE NORTHEASTERLY CORNER OF SAID ELIOT STREET;

THENENCE S02°25'17"E, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCELS CONTAIN 79,070 SQUARE FEET, OR 1.8152 ACRES, MORE OR LESS.

AND EXCEPT THAT PORTION FOR PROPOSED MILE HIGH STADIUM WEST CIRCLE:

A PARCEL OF LAND LOCATED IN THE NORTH EAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF
DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST COLFAIX AVENUE,
BEING ALSO THE NORTHERLY LINE OF HEREON DESCRIBED PARCEL B6, SAID POINT BEING
38.64 FEET WESERTLY OF THE NORTH EAST CORNER OF LOT 3, JACOB'S ADDITION TO
HIGHLAND, FROM WHENCE THE NORTHWEST CORNER OF THE NORTH EAST ONE-QUARTER OF
SAID SECTION 5, BEARS N62°06'55"W, A DISTANCE OF 1035.09 FEET;

THENENCE S86°26'17"E, ALONG THE NORTHERLY LINE OF SAID PARCEL B6, A DISTANCE OF
119.20 FEET TO A POINT ON THE EASTERY LINE OF PROPOSED MILE HIGH STADIUM WEST
CIRCLE;
THENCE ALONG THE EASTERLY LINE OF PROPOSED MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING TWO (2) COURSES:

1. THENCE S42°53'12"W, A DISTANCE OF 81.81 FEET;

2. THENCE S02°47'43"E, A DISTANCE OF 163.59 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD;

THENCE S41°16'32"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 123.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MILE HIGH STADIUM WEST CIRCLE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING THREE (3) COURSES:

1. THENCE N21°18'58"E, A DISTANCE OF 57.66 FEET;

2. THENCE N02°47'43"W, A DISTANCE OF 220.35 FEET;

3. THENCE N00°34'20"W, A DISTANCE OF 34.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17,558 SQUARE FEET OR 0.4031 ACRES, MORE OR LESS.

THE REMAINDER PARCEL CONTAINS 320,075 SQUARE FEET, OR 7.3479 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6301 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED MAY 30, 2002
KSA JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926

A-5
PARCEL B7:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 4, FAIRVIEW, AS RECORDED IN BOOK 1 AT PAGE 42, IN THE CITY AND COUNTY OF DENVER RECORDS, FROM WHENCE THE NORTHEAST CORNER OF SECTION 5 BEARS N49°39'35"E, A DISTANCE OF 2125.00 FEET;


THENCE N75°52'13"E, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 51.46 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK 1, FAIRVIEW;

THENCE N89°21'16"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 1, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST HOWARD PLACE, A DISTANCE OF 250.14 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK 1, FAIRVIEW;


THENCE S89°21'09"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 4, FAIRVIEW, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH AVENUE, A DISTANCE OF 299.98 FEET TO THE POINT OF BEGINNING.

THE OVERALL PARCEL CONTAINS 169,879 SQUARE FEET OR 3.8769 ACRES, MORE OR LESS.


SAID PARCEL CONTAINS 3,000 SQUARE FEET OR 0.0689 ACRE, MORE OR LESS.
THE REMAINDER PARCEL CONTAINS 165,879 SQUARE FEET OR 3.8081 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6601 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED MAY 30, 2002
KSA JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926
PARCEL B8:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 24, BLOCK 15, RIVER FRONT IN THE TOWN OF HIGHLAND, AS RECORDED IN BOOK 2 AT PAGE 89 IN THE CITY AND COUNTY OF DENVER RECORDS, FROM WHENCE THE SOUTHEAST CORNER OF SECTION 32 BEARS S19°24'33"E, A DISTANCE OF 1441.23 FEET;


THENCE N37°26'25"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 25.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT F, BEING ALSO THE EASTERN LINE OF LOT 24, BLOCK 15, RIVER FRONT IN THE TOWN OF HIGHLAND AND AN EASTERN LINE OF SAID PARCEL "D";

THENCE S00°17'53"E, ALONG THE EASTERNLY LINE OF SAID LOT 24, BLOCK 15, BEING ALSO AN EASTERNLY LINE OF SAID PARCEL "D", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 152 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED MAY 31, 2002
KSA JOB NO. 7532C
MARTIN G. BRAUNIS, PLS 27926
FIFTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Fifth Amendment") is entered into as of July 24, 2002, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECATALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"), and that certain Fourth Amendment to Lease and Management Agreement dated as of May 31, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002110441 (the "Fourth Amendment"). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be collectively referred to herein as the "Lease".

D. As real property is conveyed to the District by the City and County of Denver, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.
AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Leased Premises.** In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. **Conflicting Terms.** Wherever the terms and conditions of this Fifth Amendment and the terms and conditions of the Lease conflict, the terms of this Fifth Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. **Governing Law.** This Fifth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. **Complete Agreement.** This Fifth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Fifth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Binding Effect.** This Fifth Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Fifth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Fifth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Fifth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

SIGNATURES FOLLOW ON PAGE 3
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Fifth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: 

Name: Raymond T. Baker  
Title: Chairman

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, LLC a Colorado limited liability company

By: J. Allen Fears, Chief Financial Officer

[NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 30th day of July, 2002, by Raymond T. Bader, Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 09-01-06

[Signature]
Notary Public

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 24th day of July, 2002, by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 22-06

[Signature]
Notary Public

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 24th day of July, 2002, by J. Allen Fears, Chief Financial Officer of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 22-06

[Signature]
Notary Public
EXHIBIT A

BRONCO STADIUM
JOB NO. 1532C
CEO PARCEL 99238007

PARCEL B1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THEBearings ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING N89°54'23"E A DISTANCE OF 2637.85 FEET BETWEEN A FOUND 3-1/4" CCOH ALUMINUM CAP IN A MONUMENT BOX AT THE SOUTH 1/4 CORNER OF SAID SECTION 32 STAMPED "PLS 11434" AND A FOUND 3-1/4" ALUMINUM CAP IN ASPHALT AT THE SOUTHEAST CORNER OF SAID SECTION 32 STAMPED "MERRICK & COMPANY, LS (UNREADABLE)."

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8, TYNON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S12°44'40"W, A DISTANCE OF 1846.27 FEET;

THENCE S89°51'49"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 8, A DISTANCE OF 232.50 FEET TO THE CENTERLINE OF THE MOST WESTERLY NORTH-SOUTH ALLEY VACATED BY ORDINANCE NO. 300-1963;

THENCE N00°17'53"W, ALONG SAID CENTERLINE, A DISTANCE OF 140.18 FEET TO THE EasterLY EXTENSION OF THE SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 9, SAID BLOCK 8;

THENCE S89°54'25"W, ALONG SAID EASTERLY EXTENSION AND SAID SOUTH LINE, A DISTANCE OF 134.13 FEET TO THE WESTERLY LINE OF SAID BLOCK 8, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD;

THENCE N00°18'27"W, ALONG THE WESTERLY LINE OF SAID BLOCK 8, A DISTANCE OF 220.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 8;

THENCE N89°54'25"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 8, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 15TH AVENUE, A DISTANCE OF 366.66 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 8, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF ELIOT STREET;

THENCE S00°17'53"E, ALONG THE EASTERLY LINE OF SAID BLOCK 8, AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ELIOT STREET, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 113,232 SQUARE FEET OR 2.599 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS OR RIGHTS OF WAY.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED JUNE 28, 2002
KSA JOB NO. 1532C
MARTIN G. BRAUNG, PL 27926

A-1
PARCEL B2:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 4, RATHBONE HEIGHTS, BEING A RESUBDIVISION OF THE WEST ONE HALF OF BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S09°56'18"W A DISTANCE OF 2724.98 FEET;

THENCE N00°17'59"W, ALONG THE WESTERLY LINE OF SAID BLOCK 4, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF ELLIOT STREET, A DISTANCE OF 153.26 FEET;

THENCE N89°54'25"E, ALONG A LINE 153.26 FEET NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 143.33 FEET TO A POINT 5.00 FEET EASTERLY OF THE ALLEY SATURATED BETWEEN LOTS 1-14 AND LOTS 15 AND 34 IN SAID BLOCK 4, RATHBONE HEIGHTS;

THENCE N00°17'59"W, ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EASTERLY LINE OF THE ALLEY SATURATED BETWEEN LOTS 1-14 AND LOTS 15 AND 34, SAID BLOCK 4, A DISTANCE OF 209.87 FEET TO THE NORTHERLY LINE OF SAID BLOCK 4;

THENCE N89°35'11"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 4, RATHBONE HEIGHTS AND THE NORTHERLY LINE OF BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 21ST AVENUE, A DISTANCE OF 223.33 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND;

THENCE S00°17'59"E, ALONG THE EASTERLY LINE OF SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF DECATUR STREET, A DISTANCE OF 364.48 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 4;

THENCE S89°54'25"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, AND THE SOUTHERLY LINE OF SAID BLOCK 4, RATHBONE HEIGHTS, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 20TH AVENUE, A DISTANCE OF 366.66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING ALLEYS:

THE ALLEY SATURATED BETWEEN THE EAST LINE OF THE WEST ONE-HALF OF BLOCK 4, CRANE'S ADDITION TO HIGHLAND AND LOTS 13 TO 24 SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND;
AND THE ALLEY WITHIN RATHBONE HEIGHTS SITUATED SOUTHERLY OF A LINE 153.26 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF BLOCK 4, SAID RATHBONE HEIGHTS.


SAID PARCEL CONTAINS 95,229 SQUARE FEET OR 2.2091 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6001 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED JULY 3, 2002
KSA JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926
AFTER RECORDING RETURN TO:

John W. O'Dorisio, Jr., Esq.
Robinson Waters & O'Dorisio, P.C
1099 18th Street, Suite 2600
Denver, Colorado 80202

SIXTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Sixth Amendment") is entered into as of December 20, 2002, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"), that certain Fourth Amendment to
Lease and Management Agreement dated as of May 31, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002110441 (the "Fourth Amendment"), and that certain Fifth Amendment to Lease and Management Agreement dated as of July 24, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002136470 (the "Fifth Amendment"). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall be collectively referred to herein as the "Lease".

D. As real property is conveyed to the District by the City and County of Denver, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. Conflicting Terms. Wherever the terms and conditions of this Sixth Amendment and the terms and conditions of the Lease conflict, the terms of this Sixth Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. Governing Law. This Sixth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. Complete Agreement. This Sixth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. Benefit. This Sixth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Binding Effect. This Sixth Amendment becomes effective only upon the execution by all parties hereto.

7. Severability. If any term or provision of this Sixth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Sixth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.
8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Sixth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Sixth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: __________________________
Name: Timothy D. Romani
Title: Executive Director

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: __________________________
J. Allen Fears, Chief Financial Officer

STADIUM MANAGEMENT COMPANY, LLC a Colorado limited liability company

By: __________________________
J. Allen Fears, Chief Financial Officer

[NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO )
 ) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of January, 2003, by Timothy D. Romozi, Executive Director of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: 08-01-06

Michelle O'Grady
Notary Public

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

The foregoing instrument was acknowledged before me this 10th day of January, 2003, by J. Allen Fears, Chief Financial Officer of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 03-22-06

Michelle O'Driscoll
Notary Public

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

The foregoing instrument was acknowledged before me this 10th day of January, 2003, by J. Allen Fears, Chief Financial Officer of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 03-22-06

Michelle O'Driscoll
Notary Public
EXHIBIT A

Legal Description of Parcel C
EXHIBIT A

OVERALL PARCEL C:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, TYNON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S10°16'02"W A DISTANCE OF 2643.22 FEET;

THENCE N89°54'25"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 6, THE NORTHERLY END OF THAT PORTION OF DECATUR STREET DESCRIBED IN VACATION DEED RECORDED DECEMBER 9, 1907, IN BOOK 1947, AT PAGE 86, AND ALONG THE NORTHERLY LINE OF BLOCK 1, TYNON'S ADDITION TO DENVER, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE (FORMERLY WEST 20TH AVENUE), A DISTANCE OF 601.33 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE ALONG A LINE COMMON TO PARCEL "A" AS DESCRIBED IN A DEED RECORDED AT RECEPTION NO. 9900104416, THE FOLLOWING SIX (6) COURSES:

1. THENCE S00°17'53"E, ALONG THE EASTERNLY LINE OF SAID BLOCK 1, THE EASTERNLY END OF THAT PORTION OF WEST 19TH AVENUE AS DESCRIBED IN SAID VACATION DEED AND ALONG THE EASTERNLY LINE OF BLOCK 2, TYNON'S ADDITION TO DENVER, SECOND FILING, BEING ALSO THE WESTERNLY RIGHT-OF-WAY LINE OF CLAY STREET, A PORTION OF WHICH WAS VACATED BY CITY ORDINANCE NO. 396 OF SERIES 1979, A DISTANCE OF 800.61 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2;

2. THENCE S89°54'25"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 10TH AVENUE, AS DESCRIBED IN SAID VACATION DEED, A DISTANCE OF 70.63 FEET TO THE SOUTHWEST CORNER OF LOT 21, SAID BLOCK 2;

3. THENCE S46°37'39"W, A DISTANCE OF 52.81 FEET TO A POINT OF CURVATURE;

4. THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°15'25", HAVING AN ARC LENGTH OF 141.22 FEET, AND A RADIUS OF 187.05 FEET, AND WHOSE CHORD BEARS S68°15'21"W, A DISTANCE OF 137.89 FEET TO A POINT OF MONTAGENCY, BEING ON A LINE 7.07 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 3, TYNON'S ADDITION TO DENVER, SECOND FILING;

5. THENCE S89°53'02"W, ALONG A LINE 7.07 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 3 AND THE WESTERNLY EXTENSION THEREOF A DISTANCE OF 147.12 FEET TO A POINT 18.21 FEET WESTERLY OF THE WESTERLY LINE OF SAID BLOCK 3;
6. THENCE S14°53'02"W, A DISTANCE OF 365.12 FEET TO THE SOUTHEAST CORNER OF LOT 21, BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING;

THENCE S89°55'36"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 4 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 354.63 FEET TO THE CENTERLINE OF ELIOT STREET, AS DESCRIBED IN SAID VACATION DEED;

THENCE N00°17'53"W, ALONG SAID CENTERLINE, A DISTANCE OF 359.74 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING;

THENCE N89°54'25"E, ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 34.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 4;

THENCE N00°17'53"W, ALONG THE EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE (FORMERLY ELIOT STREET), BEING ALSO THE WESTERN END OF THAT PORTION OF WEST 18TH AVENUE AS DESCRIBED IN SAID VACATION DEED, THE WESTERLY LINE OF BLOCK 5, TYNON'S ADDITION TO DENVER, SECOND FILING, THE WESTERN END OF THAT PORTION OF WEST 18TH AVENUE AS DESCRIBED IN SAID VACATION DEED AND THE WESTERLY LINE OF SAID BLOCK 6, TYNON'S ADDITION TO DENVER, SECOND FILING, A DISTANCE OF 880.01 FEET TO THE POINT OF BEGINNING.

THE OVERALL PARCEL CONTAINS 842,233 SQUARE FEET OR 19.335 ACRES, MORE OR LESS.

EXCEPT THAT PORTION OF PROPOSED MILE HIGH STADIUM WEST CIRCLE DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, TYNON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-
QUARTER OF SECTION 32 BEARS S10°16'02"W A DISTANCE OF 2643.22 FEET;

THENCE N89°54'25"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 6, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE (FORMERLY WEST 20TH AVENUE), A DISTANCE OF 107.03 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 29.22 FEET, HAVING A CENTRAL ANGLE OF 14°04'15", A RADIUS OF 119.00 FEET, A CHORD BEARING OF S52°02'33"W, AND A CHORD DISTANCE OF 29.15 FEET TO A POINT OF TANGENT;

THENCE S44°53'51"W, ALONG SAID TANGENT, A DISTANCE OF 74.33 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 63.23 FEET, HAVING A CENTRAL ANGLE OF 30°26'31", A RADIUS OF 119.00 FEET, A CHORD BEARING OF S29°40'35"W, AND A CHORD DISTANCE OF 62.49 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 6, SAID POINT BEING ALSO ON THE EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE (FORMERLY KNOWN AS ELIOT STREET);

THENCE N00°17'53"W, ALONG SAID EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 124.70 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 5390 SQUARE FEET OR 0.124 ACRES, MORE OR LESS.
AND EXCEPT THAT PORTION OF PROPOSED MILE HIGH STADIUM WEST CIRCLE DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 33, BLOCK 4 TYNON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 32, BEARS S19°20'03"W, A DISTANCE OF 1442.51 FEET;


THENCE CONTINUING S89°55'36"W, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 24.49 FEET TO THE CENTERLINE OF SAID ELIOT STREET;

THENCE N00°17'53"W, ALONG SAID CENTERLINE, A DISTANCE OF 359.74 FEET TO THE INTERSECTION OF SAID CENTERLINE AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING;

THENCE N89°54'25"E, ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 26.34 FEET TO THE PROPOSED EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE (FORMERLY KNOWN AS ELIOT STREET);

THENCE S00°00'10"E, ALONG SAID PROPOSED EASTERN RIGHT-OF-WAY LINE, A DISTANCE OF 359.75 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 9,142 SQUARE FEET OR 0.210 ACRE, MORE OR LESS.

THE REMAINDER PARCEL CONTAINS 827,701 SQUARE FEET OR 19.001 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, INC.
6801 SOUTH EMERIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED AUGUST 20, 2002
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926

27926
8-20-02

Page 3 of 8
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City & County Of Denver P&Z
$41.00
00.00
AFTER RECORDING RETURN TO:

John W. O'Dorisio, Jr., Esq.
Robinson Waters & O'Dorisio, P.C.
1099 18th Street, Suite 2600
Denver, Colorado 80202

SEVENTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Seventh Amendment") is entered into as of June 14, 2004, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"), that certain Fourth Amendment to
Lease and Management Agreement dated as of May 31, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002110441 (the "Fourth Amendment"), that certain Fifth Amendment to Lease and Management Agreement dated as of July 24, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002136470 (the "Fifth Amendment") and that certain Sixth Amendment to Lease and Management Agreement dated as of December 20, 2002 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2003017559 (the "Sixth Amendment"). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment shall be collectively referred to herein as the "Lease".

D. As real property is conveyed to the District, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. Conflicting Terms. Wherever the terms and conditions of this Seventh Amendment and the terms and conditions of the Lease conflict, the terms of this Seventh Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. Governing Law. This Seventh Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. Complete Agreement. This Seventh Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. Benefit. This Seventh Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Binding Effect. This Seventh Amendment becomes effective only upon the execution by all parties hereto.

7. Severability. If any term or provision of this Seventh Amendment proves to be
invalid or unenforceable, all of the other terms and provisions of this Seventh Amendment shall be
unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. Defined Terms. Capitalized terms used herein but not defined herein shall have the
meanings ascribed to them in the Lease, unless the context requires otherwise.

9. Counterparts. This Seventh Amendment may be executed and delivered in one or
more counterparts, each of which shall be deemed an original and all of which shall constitute the
same instrument.

IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Seventh
Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM
DISTRICT, a body corporate and politic and a
political subdivision of the State of Colorado

By: 
Name: RAYMOND BAKER
Title: CHAIRMAN

PDB SPORTS, LTD., a Colorado limited partnership
d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation,
its general partner

By: RICHARD P. SLIVKA
Name: General Counsel/Senior Vice President of Administration
Title: President of Administration

STADIUM MANAGEMENT COMPANY, LLC a
Colorado limited liability company

By: RICHARD P. SLIVKA
Name: General Counsel/Senior Vice President of Administration
Title: [NOTARIES FOLLOW ON PAGE 4]
STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 20th day of August, 2004, by Raymond Keller, as Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.
My Commission Expires: August 1, 2006

Notary Public

STATE OF COLORADO

COUNTY OF ARAJAVA

The foregoing instrument was acknowledged before me this 22nd day of July, 2004, by Richard P. Slivka, as General Counsel/Senior Vice President of Administration of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My Commission Expires: 

B. Diane Nelson
Notary Public

STATE OF COLORADO

COUNTY OF ARAJAVA

The foregoing instrument was acknowledged before me this 22nd day of July, 2004, by Richard P. Slivka, as General Counsel/Senior Vice President of Administration of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 

B. Diane Nelson
Notary Public
EXHIBIT A

Legal Description of Real Property
PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 32, AND ALSO IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE N89°56'24"E, ALONG SAID WESTERLY EXTENSION AND ALONG SAID NORTHERLY LINE OF LOT 33, SAID BLOCK 4, A DISTANCE OF 65.00 FEET;

THENCE S44°55'24"W, A DISTANCE OF 91.90 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED ALLEY IN SAID BLOCK 4;

THENCE N00°05'35"W, ALONG THE CENTERLINE OF SAID VACATED ALLEY IN BLOCK 4, BEING ALSO AN EASTERLY LINE OF SAID PARCEL "D," A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.
EIGHTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS EIGHTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Eighth Amendment") is entered into as of April 1, 2011, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RE C I T A L S

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"), that certain Fourth Amendment to Lease and Management Agreement dated as of May 31, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002110441 (the "Fourth Amendment"), that certain Fifth Amendment to Lease and Management Agreement
dated as of July 24, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002136470 (the "Fifth Amendment"), that certain Sixth Amendment to Lease and Management Agreement dated as of December 20, 2002 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2003017559 (the "Sixth Amendment"), and that certain Seventh Amendment to Lease and Management Agreement dated as of June 14, 2004 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2004210878 (the "Seventh Amendment"). The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment are hereinafter collectively referred to as the "Amendments". Portions of the real property subject to the Original Lease, as amended, have been released pursuant to that certain Partial Release of Lease and Management Agreement, dated as of July 31, 2006 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2007101402 (the "First Partial Release"), and that certain Second Partial Release of Lease and Management Agreement dated as of August 18, 2010 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2010094240 (the "Second Partial Release"; together with the First Partial Release, the "Partial Releases"). The Original Lease, as amended by the Amendments, and as partially released by the Partial Releases, shall be hereinafter referred to as the "Lease".

D. The District, PDB and SMC have executed that certain Confirmation of Legal Description dated as of November 22, 2010 and recorded the same in the real property records for the County of Denver, State of Colorado at Reception Number 2010152258, pursuant to which the legal descriptions of the various parcels, which together constitute the Stadium Land (as defined in the Lease), were confirmed after giving effect to certain transactions, vacations, corrections, modifications and amplifications, all as more fully described therein, and that certain Correction to Confirmation of Legal Description dated as of March 28, 2011 and recorded the same in the real property records for the County of Denver, State of Colorado at Reception Number 2011041635 (collectively, the "Confirmation of Legal Description").

E. The parties desire to amend the Lease to confirm that the Stadium Land described therein conforms to the updated legal descriptions set forth in the Confirmation of Legal Description, all as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. The parties agree that "Exhibit A" attached to the Lease is hereby amended and restated in its entirety with Exhibit A attached hereto and incorporated herein by this reference. The parties acknowledge and agree that the real property legally described on Exhibit A attached hereto is the same as the real property legally described in Exhibit A to the Confirmation of Legal Description. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.
2. **Conflicting Terms.** Wherever the terms and conditions of this Eighth Amendment and the terms and conditions of the Lease conflict, the terms of this Eighth Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. **Governing Law.** This Eighth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

4. **Complete Agreement.** This Eighth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Eighth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Binding Effect.** This Eighth Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Eighth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Eighth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Eighth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Eighth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: [Signature]
Raymond H. Baker, Chairman

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: Richard P. Slivka, General Counsel and Executive Vice President

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: Richard P. Slivka, General Counsel and Executive Vice President

[NOTARY ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Eighth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: ____________________________________________
    Raymond T. Baker, Chairman

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: ____________________________________________
    Richard P. Slivka, General Counsel and Executive Vice President

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: ____________________________________________
    Richard P. Slivka, General Counsel and Executive Vice President

[NOTARY ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]
STATE OF COLORADO

COUNTY OF [illegible]

The foregoing instrument was acknowledged before me this 28th day of March 2011, by Raymond T. Baker, as Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 04/04/2014

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this ___ day of ____________, 2011, by Richard P. Slivka, as General Counsel and Executive Vice President of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: _____________

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this ___ day of ____________, 2011, by Richard P. Slivka, as General Counsel and Executive Vice President of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: _____________
STATE OF COLORADO

COUNTY OF _____________________________

The foregoing instrument was acknowledged before me this ___ day of ____________, 2011, by Raymond T. Baker, as Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.

_____________________________________
Notary Public
My Commission Expires:__________________

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 14th day of April, 2011, by Richard P. Slivka, as General Counsel and Executive Vice President of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

_____________________________________
LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014

_____________________________________
LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 14th day of April, 2011, by Richard P. Slivka, as General Counsel and Executive Vice President of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____________________________________
LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014

_____________________________________
LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014
ACKNOWLEDGEMENT OF NFL

The National Football League executes this Eighth Amendment to Lease and Management Agreement for the sole purpose of evidencing its acknowledgement of the amended and restated legal descriptions set forth in such Eighth Amendment to Lease and Management Agreement.

NFL:

NATIONAL FOOTBALL LEAGUE

By: ________________________________

Print Name: Roger Goodell

Title: Commissioner

STATE OF ________________ )
COUNTY OF ________________ ) ss.

The foregoing instrument was acknowledged before me this ______ day of ________________, 2011, by Roger Goodell as Commissioner of the National Football League.

Witness my hand and official seal.

Notary Public
My commission expires: __________

NANCY SEAMAN
Notary Public, State Of New York
No. 01SE6074386
Qualified In Nassau County
Commission Expires May 27, 2014

RWO:04366.043/0032/594.1
EXHIBIT A

Legal Description of Stadium Land
(Stadium Parcels A, B1, B2, B3, B4, B5, B6, B7, B9, C and D)

(see attached)
PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 27, BLOCK 3, PLATTE PARK FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 32 BEARS S52°57'03"E, A DISTANCE OF 1209.13 FEET;

THENCE S89°54'25"W, ALONG THE SOUTH LINE OF LOTS 27 AND 22, BLOCK 3, PLATTE PARK AND LOT 27, BLOCK 2, PLATTE PARK, A DISTANCE OF 465.64 FEET TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, PLATTE PARK;

THENCE N19°30'28"W, A DISTANCE OF 625.71 FEET TO A POINT ON THE CENTERLINE OF DICK CONNOR AVENUE, FORMERLY KNOWN AS WEST 17TH AVENUE, AS VACATED BY ORDINANCE NO. 491-1959;

THENCE S69°55'36"W, ALONG SAID CENTERLINE OF SAID VACATED DICK CONNOR AVENUE, A DISTANCE OF 198.75 FEET;

THENCE N09°04'24"W, A DISTANCE OF 40.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID VACATED DICK CONNOR AVENUE, BEING ALSO THE SOUTHWEST CORNER OF LOT 20, BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING;

THENCE N14°53'02"E, A DISTANCE OF 365.12 FEET TO A POINT 7.07 FEET SOUTHERLY OF THE NORTHERLY LINE OF BLOCK 3, TYNON'S ADDITION TO DENVER, SECOND FILING, AS MEASURED BY PERPENDICULAR MEASUREMENT AND 18.21 FEET WESTERLY OF THE WESTERLY LINE OF SAID BLOCK 3 AS MEASURED BY PERPENDICULAR MEASUREMENT;

THENCE N89°56'02"E, ALONG A LINE 7.07 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 3, A DISTANCE OF 147.12 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°15'25", WITH A RADIUS OF 187.05 FEET AND AN ARC DISTANCE OF 141.22 FEET, AND WHOSE CHORD BEARS N66°15'21"E, A DISTANCE OF 137.93 FEET TO A POINT OF TANGENCY;

THENCE N46°37'39"E, ALONG SAID TANGENT, A DISTANCE OF 52.81 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 18TH AVENUE, AS VACATED IN BOOK 1947 AT PAGE 86, AND BY ORDINANCE NO. 618-2006, BEING ALSO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, TYNON'S ADDITION TO DENVER, SECOND FILING;
THENCE N89°54'25"E, ALONG SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 70.83 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2, BEING ALSO THE WESTERLY LINE OF CLAY STREET, AS VACATED BY ORDINANCE NO. 395-1979 AND BY ORDINANCE NO. 618-2006;

THENCE N00°17'53"W, ALONG THE EASTERLY LINE OF SAID BLOCK 2, AND THE NORTHERLY EXTENSION THEREOF, ALSO BEING THE EASTERLY LINE OF BLOCK 1, TYNON'S ADDITION TO DENVER, SECOND FILING, A DISTANCE OF 850.91 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, TYNON'S ADDITION TO DENVER BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 20TH AVENUE;

THENCE N89°54'25"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 34.06 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED CLAY STREET;

THENCE S00°17'53"E, ALONG THE CENTERLINE OF SAID VACATED CLAY STREET, A DISTANCE OF 402.06 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST 19TH AVENUE, AS VACATED BY ORDINANCE NO. 60-1979 AND BY ORDINANCE NO. 618-2006;

THENCE N89°54'25"E, ALONG SAID CENTERLINE, A DISTANCE OF 402.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BRYANT STREET, ALSO KNOWN AS MILE HIGH STADIUM CIRCLE;

THENCE S00°17'53"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 262.93 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE, SAID POINT ALSO BEING THE NORTHWesterLY CORNER OF THAT PORTION OF BRYANT STREET VACATED BY ORDINANCE NO. 618-2006;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE THE FOLLOWING TWO (2) COURSES:

1. THENCE N00°00'00"E, A DISTANCE OF 22.27 FEET TO A POINT OF NON-TANGENT CURVE;

2. THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°34'28", WITH A RADIUS OF 400.00 FEET AND AN ARC DISTANCE OF 32.41 FEET, AND WHOSE CHORD BEARS S04°34'28"W A DISTANCE OF 32.41 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ALSO ON THE CENTERLINE OF SAID VACATED BRYANT STREET;

THENCE S00°17'53"E, ALONG SAID CENTERLINE OF VACATED BRYANT STREET AS VACATED BY ORDINANCE NO. 618-2006 AND BY ORDINANCE NO. 491-1999, A DISTANCE OF 568.73 FEET, MORE OR LESS, TO THE CENTERLINE OF VACATED WEST 17TH AVENUE AS VACATED BY ORDINANCE NO. 491-1999;

THENCE S89°52'54"W, ALONG THE CENTERLINE OF SAID VACATED WEST 17TH AVENUE, A DISTANCE OF 51.12 FEET TO THE CENTERLINE OF SAID VACATED BRYANT STREET;

THENCE S00°14'39"E, ALONG SAID CENTERLINE OF VACATED BRYANT STREET AS VACATED BY ORDINANCE NO. 491-1999 AND BY ORDINANCE NO. 618-2006, A DISTANCE OF 569.98 FEET;
THENCE S90°64'25"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 669,234 SQUARE FEET, OR 21.9984 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6001 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
(303) 792-5257
KSG, JOB NO. 1533C
DATE: MARCH 17, 2010

BY: MARTIN G. BRAUN, PLS 27925
PARCEL B1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF BLOCK B, TYSON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS 812°44'0"W, A DISTANCE OF 1916.27 FEET;

THENCE S89°51'45"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK B, A DISTANCE OF 232.50 FEET TO THE CENTERLINE OF THE MOST WESTERLY NORTH-SOUTH ALLEY VACATED BY ORDINANCE NO. 300-1905;

THENCE N00°17'35"W, ALONG SAID CENTERLINE, A DISTANCE OF 140.18 FEET TO THE EASTERY EXTENSION OF THE SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 6, SAID BLOCK B;

THENCE S89°54'25"W, ALONG SAID EASTERY EXTENSION AND SAID SOUTH LINE, A DISTANCE OF 154.13 FEET TO THE WESTERY LINE OF SAID BLOCK B, BEING ALSO THE EASTERY RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD;

THENCE N00°18'27"W, ALONG THE WESTERY LINE OF SAID BLOCK B, A DISTANCE OF 220.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK B;


THENCE S90°17'33"E, ALONG THE EASTERY LINE OF SAID BLOCK B, AND ALONG THE WESTERY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE (FORMERLY KNOWN AS ELIOT STREET), A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 113,232 SQUARE FEET OR 2.569 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS OR RIGHTS OF WAY.

FOR AND ON BEHALF OF:

KELLY SURVEYING & DESIGN GROUP, LTD.
8601 SOUTH EMPIRE STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80111

REvised JUNE 9, 2009
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27925
PARCEL B2:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 4, RATHBONE HEIGHTS, BEING A RESUBDIVISION OF THE WEST ONE HALF OF BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S09°58'18"W A DISTANCE OF 2726.98 FEET;

THENCE N00°17'59"W, ALONG THE WESTERLY LINE OF SAID BLOCK 4, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF ELIOT STREET, A DISTANCE OF 4.19 FEET TO A POINT OF NON-TANGENCY;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 149°51'94", AN ARC DISTANCE OF 192.96, HAVING A RADIUS OF 62.00 FEET, AND A CHORD BEARING OF N08°15'11"E, A DISTANCE OF 59.42 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°35'53", AN ARC DISTANCE OF 4.57 FEET, HAVING A RADIUS OF 21.00 FEET, AND A CHORD BEARING OF N84°59'30"W, A DISTANCE OF 4.57 FEET TO A POINT OF NON-TANGENCY ON THE WESTERLY LINE OF SAID BLOCK 4, RATHBONE HEIGHTS, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF ELIOT STREET;

THENCE N00°17'59"W, ALONG THE WESTERLY LINE OF SAID BLOCK 4, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF ELIOT STREET, A DISTANCE OF 47.87 FEET TO A POINT 153.26 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 4;

THENCE N89°54'25"E, ALONG A LINE 153.26 FEET NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 143.33 FEET TO A POINT 5.00 FEET EAST OF THE ALLEY SITUATED BETWEEN LOTS 1-14 AND LOTS 15 AND 24 IN SAID BLOCK 4, RATHBONE HEIGHTS, A PORTION OF WHICH WAS VACATED BY ORDOINANCE 518-2006;

THENCE N00°17'59"W, ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID ALLEY SITUATED BETWEEN LOTS 1-14 AND LOTS 15 AND 24, SAID BLOCK 4, A DISTANCE OF 205.97 FEET TO THE NORTHERLY LINE OF SAID BLOCK 4;

THENCE N89°35'11"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 4, RATHBONE HEIGHTS AND THE NORTHERLY LINE OF BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 21ST AVENUE, A DISTANCE OF 223.33 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND;

THENCE S00°17'59"E, ALONG THE EASTERN LINE OF SAID BLOCK 4, CRANE'S ADDITION TO THE TOWN OF HIGHLAND, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF DECATUR STREET, A DISTANCE OF 264.48 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 4;

SAID PARCEL CONTAINS 100,344 SQUARE FEET OR 2.3036 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.,
6601 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED SEPTEMBER 8, 2009
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926
PARCEL B3-WEST:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, BOTH IN RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE N00°05'35"W, ALONG SAID CENTERLINE, A DISTANCE OF 145.55 FEET TO A POINT ON THE CENTERLINE OF WEST CABLE PLACE, AS VACATED BY ORDINANCE NO. 529-2003 AND AMENDED BY ORDINANCE NO. 55-2010;

THENCE N89°54'23"E, ALONG SAID CENTERLINE, A DISTANCE OF 255.45 FEET TO A POINT OF NON-TANGENT CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE AS ESTABLISHED BY ORDINANCE NO. 106-2006;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 13.27 FEET, HAVING A CENTRAL ANGLE OF 00°43'37", A RADIUS OF 1031.00 FEET, A CHORD BEARING OF S53°52'55"W AND A CHORD DISTANCE OF 13.08 FEET TO A POINT OF TANGENT;

2. THENCE S09°31'07"W, ALONG SAID TANGENT, A DISTANCE OF 21.65 FEET TO A POINT OF CURVE;

3. THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 67.94 FEET, HAVING A CENTRAL ANGLE OF 50°16'11", A RADIUS OF 59.00 FEET, A CHORD BEARING OF S31°25'12"W AND A CHORD DISTANCE OF 55.84 FEET TO A POINT OF TANGENT;

4. THENCE S59°47'16"W, ALONG SAID TANGENT, A DISTANCE OF 63.15 FEET TO A POINT OF CURVE;
5. THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 143.93 FEET, HAVING A CENTRAL ANGLE OF 31°50'26", A RADIUS OF 253.09 FEET, A CHORD BEARING OF S79°42'31"W, AND A CHORD DISTANCE OF 142.03 FEET TO A POINT OF NON-TANGENCY ON THE SOUTHERLY LINE OF THAT PORTION OF BRYANT STREET, AS VACATED BY ORDINANCE NO. 618-2006;

THENCE N80°27'11"W, A DISTANCE OF 35.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE OVERALL PARCEL B3-WEST CONTAINS 30,924 SQUARE FEET, OR 0.7115 ACRE, MORE OR LESS.

EXCEPTING THEREFROM COOT PARCELS 7 AND 8 DESCRIBED BELOW AND THAT PART OF COOT PARCEL 9 DESCRIBED BELOW LYING WITHIN THE BOUNDARIES OF SUCH PARCEL B3-WEST (WEST OF MILE HIGH STADIUM CIRCLE)

SAID EXCEPTIONS CONTAIN 4,873 SQUARE FEET, OR 0.1119 ACRE, MORE OR LESS.

SAID REMAINDER PARCEL B3-WEST CONTAINS 25,172 SQUARE FEET, OR 0.5997 ACRE, MORE OR LESS.

PARCEL B3-EAST:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHWEST CORNER OF LOT E RESERVED, IN BLOCK 6, PLATTE PARK, AS ORIGINALLY PLATTED, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THAT PART OF WEST CABLE PLACE AS VACATED BY ORDINANCE NO. 618-2006, AND BEING ALSO A POINT ON THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5, FROM WHENCE THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 BEARS N89°54'23"E, A DISTANCE OF 577.82 FEET;


THENCE N70°02'40"W ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 54.21 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE AS ESTABLISHED BY ORDINANCE NO. 105-2003;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM CIRCLE THE FOLLOWING FOUR (4) COURSES:

1. THENCE N00°05'05"E, A DISTANCE OF 39.62 FEET TO A POINT OF NON-TANGENT CURVE;

2. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 63.91 FEET, HAVING A CENTRAL ANGLE OF 29°52'05", A RADIUS OF 121.00 FEET, A CHORD BEARING OF N19°27'17"E, AND A CHORD DISTANCE OF 62.57 FEET TO A POINT OF TANGENCY;

3. THENCE N03°31'07"E, ALONG SAID TANGENT, A DISTANCE OF 21.65 FEET TO A POINT OF CURVE;

4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 17.00 FEET, HAVING A CENTRAL ANGLE OF 01°00'19", A RADIUS OF 98.93 FEET, A CHORD BEARING OF N04°51'15"E, AND A CHORD DISTANCE OF 17.00 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED WEST CABLE PLACE;

THENCE N89°54'22"E, ALONG SAID CENTERLINE, A DISTANCE OF 37.75 FEET TO THE EASTERLY LINE OF SAID VACATED WEST CABLE PLACE;

THENCE S00°05'25"E, ALONG SAID EASTERLY LINE, A DISTANCE OF 69.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B3-EAST CONTAINS 7,636 SQUARE FEET OR 0.1799 ACRE, MORE OR LESS.

PARCEL B3 - CDOT LEASED PARCELS

THOSE PARCELS OF LAND LEASED FROM THE COLORADO DEPARTMENT OF TRANSPORTATION PURSUANT TO ENCOACHMENT LEASE AND LICENSE AGREEMENT RECORDED JANUARY 25, 2007 AT RECEPTION NO. 2007012647 AND DESCRIBED AS FOLLOWS:

CDOT PARCEL 7 (PER DEED RECORDED IN BOOK 5073 AT PAGE 368)

A TRACT OR PARCEL OF LAND NO. 6 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 1,105 SQ. FT., MORE OR LESS, IN LOTS 1 AND 2, BLOCK 14, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 52 AND THE NE1/4 OF SECTION 5, TOWNSHIP 3 AND 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 22.0 FEET OF THE NORTH 25.0 FEET OF LOTS 1 AND 2, BLOCK 14, PLATTE PARK

CDOT PARCEL 8 (PER DEED RECORDED IN BOOK 5048 AT PAGE 53)

A TRACT OR PARCEL OF LAND NO. 7 OF THE DEPARTMENT OF HIGHWAYS, STATE OF
COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,102 SQ. FT., MORE OR LESS, IN LOTS 3-8, BLOCK 14, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND 4 SOUTH, RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 22.0 FEET OF THE NORTH 25.0 FEET OF LOTS 3 THROUGH 6, BLOCK 14, PLATTE PARK.

CDOT PARCEL 9 (PER DEED RECORDED IN BOOK 9030 AT PAGE 338)

A TRACT OR PARCEL OF LAND NO. 8 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 1,629 SQ. FT., MORE OR LESS, IN LOTS M AND L AND K, BLOCK 14, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND 4 SOUTH, RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 22 FEET OF LOTS M, L AND K, BLOCK 14, PLATTE PARK EXCEPT THAT PART THEREOF LYING IN MILE HIGH STADIUM CIRCLE

SAID EXCEPTION CONTAINS 933 SQUARE FEET, OR 0.026 ACRES, MORE OR LESS.

SAID OVERALL PARCEL B3 CONTAINS 33,357 SQUARE FEET, OR 0.7795 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6501 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80111
REVISED MARCH 4, 2010
KSD JOB NO. 15320
MARTIN G. BRAUNS, FLs 27926
PARCEL B4:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 13, FLATTE PARK, AS ORIGINALLY PLATTED, FROM WHENCE THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N84°46'30"E, A DISTANCE OF 967.76 FEET;

THENCE N89°43'38"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 13, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE, A DISTANCE OF 255.78 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 13;


THENCE N89°54'23"E, ALONG SAID CENTERLINE, A DISTANCE OF 235.62 FEET TO THE CENTERLINE OF BRYANT STREET AS VACATED BY ORDINANCE NO. 618-2000;

THENCE E0°05'35"E, ALONG SAID CENTERLINE, A DISTANCE OF 145.05 FEET TO THE SOUTHERLY LINE OF SAID VACATED BRYANT STREET;

THENCE N89°26'16"W, ALONG THE SOUTHERLY LINE OF SAID VACATED BRYANT STREET, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41,644 SQUARE FEET OR 0.9500 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:

KELLY SURVEYING & DESIGN GROUP, LTD.
6901 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80121
REVISED FEBRUARY 12, 2019
KSD JOB NO. 15320
MARTIN G. BRAUNS, PLS 27925
PARCEL B5:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, AND THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 12, PLATTE PARK, AS ORIGINALLY PLATTED, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N89°20'17"W, A DISTANCE OF 1184.62 FEET;

THENCE S89°20'17"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF COLFAX AVENUE BEING ALSO THE SOUTHERLY LINE OF BLOCK 12, A DISTANCE OF 59.53 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE AS DEDICATED BY RESOLUTION NO. 95-2006;

THENCE ALONG THE EASTERLY LINE OF SAID MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING TWO (2) COURSES:

1. THENCE N38°41'12"W, A DISTANCE OF 59.63 FEET;

2. THENCE N00°34'20"W, A DISTANCE OF 63.06 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST CABLE PLACE AS ESTABLISHED BY ORDINANCE NO. 149-1012, SAID POINT BEING 3.43 FEET EAST OF THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 12, PLATTE PARK;

THENCE N9°54'23"E, ALONG THE SOUTHERLY LINE OF SAID WEST CABLE PLACE, A DISTANCE OF 39.57 FEET TO THE EASTERLY LINE OF LOT 4 SAID BLOCK 12;

THENCE S90°05'35"E, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 95.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8,581 SQUARE FEET OR 0.1970 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
REVISED FEBRUARY 12, 2010
KSD JOB NO. 1532G
MARTIN G. BRAUNS, PLS 27926

[Signature]
PARCEL B6-EAST:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 60 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, JACOB'S ADDITION TO HIGHLAND, AS RECORDED IN PLAT BOOK 1 AT PAGE 31 OF THE CITY AND COUNTY OF DENVER RECORDS, 140 FEET EASTERNLY OF THE NORTHWEST CORNER OF SAID LOT 1, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 5 BEARS N30°45'09"W, A DISTANCE OF 1202.24 FEET;

THENCE S0°45'15"E, ALONG A LINE 140 FEET EASTERNLY OF AND PARALLEL WITH THE WESTERNLY LINE OF SAID LOT 1, A DISTANCE OF 107.91 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE S41°16'32"W, ALONG THE SOUTHEASTERLY LINE OF LOTS 1, 2, 19 AND 18, JACOB'S ADDITION TO HIGHLAND, BEING ALSO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MORRISON ROAD, AS SHOWN ON THE MAP OF OFFICIAL CITY SURVEY ON FILE IN BOOK 25 AT PAGE 6, IN THE CITY ENGINEER'S OFFICE, A DISTANCE OF 156.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE AS ESTABLISHED BY RESOLUTION NO. 96-2005 OF THE CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N02°47'43"W, A DISTANCE OF 163.59 FEET;

2. THENCE W32°53'12"E, A DISTANCE OF 81.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE;

THENCE N89°25'17"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 16,341 SQUARE FEET, OR 0.3751 ACRE, MORE OR LESS.
PARCEL B6-WEST:

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 48 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE, BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE AS ESTABLISHED BY RESOLUTION NO. 02-2002 OF THE CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING 38.64 FEET WESTERLY OF THE NORTHEAST CORNER OF LOT 3, JACOB'S ADDITION TO HIGHLAND, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 BEARS N82°08'59"W, A DISTANCE OF 1036.09 FEET;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING TWO (2) COURSES:

1. THENCE S00°00'20"E, A DISTANCE OF 34.57 FEET;
2. THENCE S52°07'43"E, A DISTANCE OF 118.39 FEET;

THENCE S90°20'01"W, A DISTANCE OF 85.20 FEET;

THENCE S24°34'40"W, A DISTANCE OF 110.00 FEET TO A POINT ON THE CENTERLINE OF WEST 14TH AVENUE AS VACATED BY ORDINANCE NO. 300-2006;

THENCE S66°59'17"W, ALONG SAID CENTERLINE OF VACATED WEST 14TH AVENUE A DISTANCE OF 85.74 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF THE WEST 52.00 FEET OF LOT 24, JACOB'S ADDITION TO HIGHLAND;

THENCE S03°33'43"E, ALONG SAID NORTHERLY EXTENSION, THE EASTERLY LINE OF THE WEST 52.00 FEET OF SAID LOT 24, AND THE SOUTHERLY EXTENSION OF SAID EASTERLY LINE, A DISTANCE OF 185.53 FEET;

THENCE S72°56'23"W, A DISTANCE OF 174.57 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°23'43", AN ARC LENGTH OF 177.24 FEET, WHOSE RADIUS IS 864.00 FEET, AND WHOSE CHORD BEARS S76°13'54"W, A DISTANCE OF 176.65 FEET, MORE OR LESS, TO A POINT OF NON-TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST HOWARD PLACE AS ESTABLISHED BY RESOLUTION NO. 62-2008;

THENCE ALONG THE NORTHERLY LINE OF SAID WEST HOWARD PLACE THE FOLLOWING FOUR (4) COURSES:

1. THENCE S86°00'35"W, A DISTANCE OF 355.16 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT DEED RECORDED UNDER RECEPTION NO. 2007012948;
2. THENCE S41°00'35"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 4.24 FEET;
3. THENCE S86°00'35"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.49 FEET TO A POINT OF CURVE;
4. THENCE ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°12'00", AN ARC LENGTH OF 36.50 FEET, WHOSE RADIUS IS 55.00 FEET, AND WHOSE CHORD BEARS N73°53'20"W, A DISTANCE OF 37.00 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ELIOT STREET AS VACATED BY ORDINANCE NO. 302-2006;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID VACATED ELIOT STREET, SAID LINE BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF SAID DEED RECORDED UNDER RECEPTION NO. 2207012648, THE FOLLOWING THREE (3) COURSES:

1. THENCE N02°28'00"E, A DISTANCE OF 67.34 FEET;

2. THENCE N35°52'30"E, A DISTANCE OF 245.30 FEET;

3. THENCE N60°09'59"E, A DISTANCE OF 44.63 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID VACATED WEST 14TH AVENUE, BEING ALSO THE SOUTHWEST CORNER OF LOT 16, JACOB'S ADDITION TO HIGHLAND AND THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 8226 AT PAGE 404;

THENCE N07°37'59"E, ALONG THE SOUTHEASTERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 8226 AT PAGE 404, BOOK 8233 AT PAGE 516, BOOK 8255 AT PAGE 92 AND BOOK 8255 AT PAGE 98, A DISTANCE OF 159.34 FEET TO THE NORTHWEST CORNER OF LOT 14, JACOB'S ADDITION TO HIGHLAND;

THENCE N50°20'17"E, ALONG THE SOUTHERLY LINE OF THE VACATED 16 FOOT EAST-WEST ALLEY, AS SHOWN ON SAID JACOB'S ADDITION TO HIGHLAND, A DISTANCE OF 60.01 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 20, ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10, JACOB'S ADDITION TO HIGHLAND;

THENCE N30°04'13"W, ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINE OF SAID LOT 20, A DISTANCE OF 46.60 FEET TO THE NORTHWesterLY LINE OF PARCEL 1 AS RECORDED UNDER RECEPTION NO. 663040 IN THE CITY AND COUNTY OF DENVER RECORDS;

THENCE N40°27'57"E, ALONG SAID NORTHWesterLY LINE, A DISTANCE OF 100.20 FEET TO THE NORTHERLY LINE OF ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10, JACOB'S ADDITION TO HIGHLAND;

THENCE N80°26'17"E, ALONG THE NORTHERLY LINE OF ERNEST W. LOWREY'S SUBDIVISION OF LOTS 5-10, JACOB'S ADDITION TO HIGHLAND AND THE NORTHERLY LINE OF JACOB'S ADDITION TO HIGHLAND, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST COLFAX AVENUE, A DISTANCE OF 408.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 570,843 SQUARE FEET OR 8.5134 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPIRIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80121
REVISED JANUARY 15, 2010
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926
PARCEL B7:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 5,
TOWNSHIP 4 SOUTH, RANGE 6 B WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND
COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS DESCRIPTION, THE BEARINGS ARE BASED ON THE
SOUTHERN LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH,
RANGE 6 B WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID LINE BEING ALSO THE
NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH,
RANGE 6 B WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEARING N89°54'23"E A
DISTANCE OF 2637.86 FEET BETWEEN A FOUND 3-1/4" CDQH ALUMINUM CAP IN A
MONUMENT BOX AT THE SOUTH 1/4 CORNER OF SAID SECTION 32 STAMPED "PLS
11434" AND A FOUND 3-1/4" ALUMINUM CAP IN ASPHALT AT THE SOUTHEAST CORNER
OF SAID SECTION 32 STAMPED "MERRICK & COMPANY, LS (UNREADABLE),"

BEGINNING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 4, FAIRVIEW, AS
RECORDED IN BOOK 1 AT PAGE 42, IN THE CITY AND COUNTY OF DENVER RECORDS,
FROM WHICH THE NORTHWEST CORNER OF SECTION 5 BEARS N40°59'35"E, A
DISTANCE OF 2125.00 FEET;

THENCE N00°34'11"W, ALONG THE WESTERLY LINE OF SAID BLOCK 4, THE WESTERLY
LINE OF THE PORTION OF WEST MYRTLE PLACE AS VACATED BY ORDINANCE NO. 197-
1981, AND THE WESTERLY LINE OF BLOCK 1, FAIRVIEW, BEING ALSO THE EASTERN
RIGHT-OF-WAY LINE OF DECATUR STREET, A DISTANCE OF 365.59 FEET;

THENCE N71°53'11"E, A DISTANCE OF 36.29 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF
34°41'60"; A RADIUS 375.90 FEET AND AN ARC DISTANCE OF 229.47 FEET, AND WHOSE
CHORD BEARS N54°32'10"E A DISTANCE OF 225.86 FEET TO A POINT OF NON-TANGENCY;

THENCE N3°07'19"E, ALONG SAID TANGENT, A DISTANCE OF 72.73 FEET TO A POINT
ON THE NORTHERLY LINE OF LOT 14, BLOCK 1, FAIRVIEW;

THENCE N69°21'10"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 1, BEING ALSO THE
SOUTHERLY RIGHT-OF-WAY LINE OF WEST HOWARD PLACE, A DISTANCE OF 36.82
FEET TO THE NORTHWEST CORNER OF LOT 13, BLOCK 1, FAIRVIEW;

THENCE S00°30'01"E, ALONG THE EASTERLY LINES OF LOTS 13 AND 36 OF SAID BLOCK
1, THE EASTERLY LINE OF THAT PORTION OF WEST MYRTLE PLACE AS VACATED BY
ORDINANCE NO. 197-1981, AND THE EASTERLY LINE OF LOTS 13 AND 36, BLOCK 4,
FAIRVIEW, A DISTANCE OF 583.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36;
THENCE S89°21'09"W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 4, FAIRVIEW,
BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH AVENUE, A
DISTANCE OF 299.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 136,204 SQUARE FEET OR 3.1268 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6001 SOUTH EMFONIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112

REvised February 11, 2010
KSD JOB NO. 19320
MARTIN G. BRAUNS, PLS 27925
PARCEL B9-WEST:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE NORTHWEST CORNER OF LOT 49, BLOCK 15, PLATTE PARK, AS RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DICK CONNOR AVENUE, AS DEDICATED BY ORDINANCE NO. 211-1953, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S62°38'01"E, A DISTANCE OF 2755.52 FEET;

THENCE N89°54'25"E, ALONG THE NORTHERLY LINE OF LOT 48, SAID BLOCK 15, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DICK CONNOR AVENUE, A DISTANCE OF 137.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 48, BEING ALSO THE NORTHWESTERLY CORNER OF VACATED ELOI ST, AS VACATED IN ORDINANCE NO. 3-1978;

THENCE N89°55'18"E, ALONG THE NORTHERLY LINE OF SAID VACATED ELOI STREET A DISTANCE OF 63.85 FEET TO THE NORTHWEST CORNER OF MILE HIGH STADIUM WEST CIRCLE AS ESTABLISHED BY ORDINANCE NO. 65-2066;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING THREE (3) COURSES:

1. THENCE S56°30'39"E, A DISTANCE OF 9.62 FEET;

2. THENCE S00°00'10"E, A DISTANCE OF 715.03 FEET TO A POINT OF CURVE;

3. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC DISTANCE OF 212.04 FEET, HAVING A CENTRAL ANGLE OF 32°22'15", A RADIUS OF 381.00 FEET, A CHORD BEARING S16°01'17"E, AND A CHORD DISTANCE OF 210.27 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THOSE PARCELS DESCRIBED IN BOOK 6266 AT PAGE 823 AND BOOK 6266 AT PAGE 339.

THENCE N52°31'25"W, ALONG SAID NORTHEASTERLY LINE OF SAID PARCELS RECORDED IN BOOK 6266 AT PAGE 823 AND BOOK 6266 AT PAGE 339, A DISTANCE OF 61.09 FEET TO THE NORTHWEST CORNER OF LOT 16, SAID BLOCK 16, PLATTE PARK, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF SAID VACATED ELOI STREET;

THENCE N00°05'35"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 28.32 FEET;

THENCE N45°53'05"W, A DISTANCE OF 82.72 FEET;
THENCE N89°54'32"W, A DISTANCE OF 20.76 FEET TO A POINT ON THE EASTERNLY LINE OF BLOCK 17, PLATTE PARK, SAID POINT BEING 12.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 43, SAID BLOCK 17;

THENCE N90°07'39"W, ALONG THE NORTH-EASTERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 8206 AT PAGE 529, A DISTANCE OF 103.22 FEET TO A POINT ON THE EASTERNLY LINE OF THE 16 FOOT ALLEY IN BLOCK 17, PLATTE PARK, BEING ALSO THE WESHERLY LINE OF LOT 46, SAID BLOCK 17, SAID POINT BEING ALSO 15.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 46;


SAID PARCEL B9-WEST CONTAINS 161.074 SQUARE FEET, OR 3.6378 ACRES, MORE OR LESS.

PARCEL B9-MAIN:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF LOT 27, BLOCK 3, PLATTE PARK, AS RECORDED IN PLAT BOOK 3, AT PAGE 8, CITY AND COUNTY OF DENVER RECORDS, FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS N92°57'09"E, A DISTANCE OF 1209.13 FEET;

THENCE N92°54'25"E, ALONG THE EASTERNLY EXTENSION OF THE SOUTH LINE OF SAID LOT 27, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF VACATED BRYANT STREET AS VACATED BY ORDINANCE NO. 618-2000;

THENCE N90°04'35"W, ALONG THE CENTERLINE OF SAID VACATED BRYANT STREET, A DISTANCE OF 75.28 FEET TO THE WESTERNLY EXTENSION OF THE NORTHERLY LINE OF LOT 20, BLOCK 4, PLATTE PARK;

THENCE N90°54'23"E, ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 122.73 FEET TO A POINT ON THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 4, PLATTE PARK, AS VACATED BY ORDINANCE NO. 491-1963;

THENCE S00°02'35"E, ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF 125.01 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF VACATED WEST 16TH AVENUE, AS VACATED BY ORDINANCE NO. 618-2000;

THENCE S00°30'35"E, A DISTANCE OF 80.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VACATED WEST 16TH AVENUE, SAID POINT BEING THE POINT OF INTERSECTION OF
THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1, BLOCK 7, PLATTE PARK, AND THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 7, AS VACATED BY ORDINANCE NO. 618-2006;

THENCE S00°05'35"E, ALONG THE CENTERLINE OF SAID VACATED ALLEY IN SAID BLOCK 7, A DISTANCE OF 44.62 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY EXTENSION OF A LINE 5.39 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF LOT 44, SAID BLOCK 7;

THENCE N09°34'25"E, ALONG A LINE 5.39 FEET NORTHERLY OF AND PARALLEL WITH SAID NORTH LINE OF LOT 44, SAID BLOCK 7, A DISTANCE OF 276.60 FEET TO THE WESTERLY LINE OF MILE HIGH STADIUM CIRCLE AS ESTABLISHED BY ORDINANCE NO. 106-2008;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM CIRCLE THE FOLLOWING TWO (2) COURSES:

1. THENCE S31°13'01"W, A DISTANCE OF 64.04 FEET TO A POINT OF CURVE;

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 490.51 FEET, HAVING A CENTRAL ANGLE OF 90°49'34", A RADIUS OF 1031.00 FEET, A CHORD BEARING 517°30'33"W, AND A CHORD DISTANCE OF 455.02 FEET TO A POINT ON THE CENTERLINE OF WEST CABLE PLACE AS VACATED BY ORDINANCE NO. 625-2006, AS AMENDED BY ORDINANCE NO. 35-2010;

THENCE S49°54'23"W, ALONG THE CENTERLINE OF SAID VACATED WEST CABLE PLACE, A DISTANCE OF 552.04 FEET TO THE WESTERLY LINE OF SAID VACATED WEST CABLE PLACE;

THENCE N00°05'35"W, ALONG SAID WESTERLY LINE AND ALONG THE WESTERLY LINE OF THOSE PARCELS OF LAND DESCRIBED IN BOOK 6837 AT PAGE 179 AND BOOK 9569 AT PAGE 553, SITUATED IN BLOCK 6, PLATTE PARK, A DISTANCE OF 61.50 FEET TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 6, SAID PLATTE PARK;

THENCE S69°54'25"W, ALONG THE EASTERLY EXTENSION, THE NORTHERLY LINE OF THOSE PARCELS OF LAND DESCRIBED IN BOOK 9961 AT PAGE 227 AND IN BOOK 9829 AT PAGE 374 SITUATED IN BLOCK 6, PLATTE PARK, AND ALONG THE WESTERLY EXTENSION OF SAID NORTHERLY LINE, A DISTANCE OF 328.19 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ON THE EASTERLY LINE OF MILE HIGH STADIUM WEST CIRCLE AS ESTABLISHED BY ORDINANCE NO. 95-2006;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM WEST CIRCLE, THE FOLLOWING FOUR (4) COURSES:

1. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 212.57 FEET, HAVING A CENTRAL ANGLE OF 75°35'55", A RADIUS OF 181.00 FEET, A CHORD BEARING N52°24'34"W, AND A CHORD DISTANCE OF 197.46 FEET TO A POINT OF TANGENT;

2. THENCE N89°45'59"W, ALONG SAID TANGENT, A DISTANCE OF 135.10 FEET TO A POINT OF CURVE;

3. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 502.57 FEET, HAVING A CENTRAL ANGLE OF 89°13'51", A RADIUS OF 319.00 FEET, A CHORD BEARING N45°07'05"W, AND A CHORD DISTANCE OF 452.04 FEET TO A POINT OF TANGENT;

4. THENCE N80°30'10"W, ALONG SAID TANGENT, A DISTANCE OF 760.43 FEET TO A POINT ON THE CENTERLINE OF DICK CONNOR AVENUE AS VACATED BY ORDINANCE NO. 618-2006;
THENCE N89°55'30"E, ALONG THE CENTERLINE OF SAID VACATED DICK CONNOR AVENUE AND ALONG THE CENTERLINE OF THAT PORTION OF DICK CONNOR AVENUE AS VACATED BY ORDINANCE NO. 491-1993, A DISTANCE OF 623.15 FEET;

THENCE S19°30'29"E, A DISTANCE OF 583.29 FEET TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2, PLATTE PARK;

THENCE N89°54'25"E, ALONG THE SOUTHERLY LINE OF LOT 27, BLOCK 2 AND ITS WESTERLY EXTENSION, AND LOTS 22 AND 27, BLOCK 3, PLATTE PARK, A DISTANCE OF 466.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE OVERALL PARCEL B9-MAIN CONTAINS 1,259,237 SQUARE FEET, OR 28.5085 ACRES, MORE OR LESS.

EXCEPTING THEREFROM CDO PARCELS 3, 4 AND 5 DESCRIBED BELOW, AND THAT PART OF CDO PARCEL 6 DESCRIBED BELOW, LYING WITHIN THE BOUNDARIES OF SUCH PARCEL B9-MAIN (WEST OF MILE HIGH STADIUM CIRCLE)

SAID EXCEPTION CONTAINS 11,042 SQUARE FEET, OR 0.2335 ACRE, MORE OR LESS.

SAID REMAINDER PARCEL B9-MAIN CONTAINS 1,248,195 SQUARE FEET, OR 28.5551 ACRES, MORE OR LESS.

PARCEL B9-EAST:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED UNDER RECEPTION NO. R-92-0034230 IN THE CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 40, BLOCK 6, PLATTE PARK, AS RECORDED IN PLAT BOOK 3, AT PAGE 6, CITY AND COUNTY OF DENVER RECORDS, AND BEING S89°54'22"W, A DISTANCE OF 40.28 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40, BLOCK 6, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 32 BEARS S89°41'55"E, A DISTANCE OF 727.93 FEET;

THENCE S89°54'23"W, ALONG SAID NORTHERLY LINE OF LOT 40, BLOCK 6, PLATTE PARK, A DISTANCE OF 3.28 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT PROPERTY AS RECORDED UNDER RECEPTION NO. R-92-0011228, DATED FEBRUARY 25, 1992, IN THE CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. THENCE S16°30'00"W, A DISTANCE OF 200.60 FEET;
2. THENCE S13°34'02"W, A DISTANCE OF 117.94 FEET;

3. THENCE S88°56'17"W, A DISTANCE OF 16.39 FEET;

4. THENCE S02°22'50"E, A DISTANCE OF 12.83 FEET;

5. THENCE S04°59'04"W, A DISTANCE OF 88.03 FEET;

6. THENCE S11°29'05"W, A DISTANCE OF 61.24 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 2751 AT PAGE 13 OF THE CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING ALSO ON THE NORTHERLY LINE OF THAT PORTION OF WEST CABLE PLACE AS VACATED BY ORDOINANCE NO. 529-2009, AS AMENDED BY ORDOINANCE NO. 34-2010;

THENCE S00°05'37"E, A DISTANCE OF 36.59 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED WEST CABLE PLACE;


THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM CIRCLE THE FOLLOWING THREE (3) COURSES:

1. THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 435.51 FEET, HAVING A CENTRAL ANGLE OF 28°53′35″, A RADIUS OF 669.00 FEET, A CHORD BEARING N18°01′15″E, AND A CHORD DISTANCE OF 452.90 FEET TO A POINT OF TANGENT;

2. THENCE N31°31′01″E, ALONG SAID TANGENT, A DISTANCE OF 130.91 FEET TO A POINT OF CURVE;

3. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 69.11 FEET, HAVING A CENTRAL ANGLE OF 07°50′34″, A RADIUS OF 651.00 FEET, A CHORD BEARING N27°35′43″E, AND AN ARC DISTANCE OF 89.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL R-93-0034030;

THENCE S15°53′17″W, ALONG THE EASTERLY LINE OF SAID PARCEL R-93-0034030, A DISTANCE OF 61.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE OVERALL PARCEL B9-EAST CONTAINS 39,226 SQUARE FEET, OR 0.8792 ACRE, MORE OR LESS.

EXCEPTING THEREFROM THAT PART OF CDOT PARCEL 6 DESCRIBED BELOW LYING WITHIN THE BOUNDARIES OF SUCH PARCEL B9-EAST (EAST OF MILE HIGH STADIUM CIRCLE)

SAID EXCEPTION CONTAINS 1,242 SQUARE FEET, OR 0.0285 ACRE, MORE OR LESS.

SAID REMAINDER PARCEL B9-EAST CONTAINS 37,984 SQUARE FEET, OR 0.8497 ACRE, MORE OR LESS.
PARCEL 89 - CDOT LEASED PARCELS

TOGETHER WITH THOSE PARCELS OF LAND LEASED FROM THE COLORADO DEPARTMENT OF TRANSPORTATION PURSUANT TO ENCROACHMENT LEASE AND LICENSE AGREEMENT RECORDED JANUARY 26, 2007 AT RECEIPT NO. 2007012647 AND DESCRIBED AS FOLLOWS:

CDOT PARCEL 1 (PER DEED RECORDED IN BOOK 9929, PAGE 374)

A TRACT OR PARCEL OF LAND NO. 1 REV. 2 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,125 SQ. FT., MORE OR LESS, IN LOT 21, BLOCK 9, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 21, BLOCK 9, PLATTE PARK

CDOT PARCEL 2 (PER DEED RECORDED IN BOOK 9961 AT PAGE 227)

A TRACT OR PARCEL OF LAND NO. 2 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,125 SQ. FT., MORE OR LESS, IN LOT 26, BLOCK 9, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 26, BLOCK 9, PLATTE PARK

CDOT PARCEL 3 (PER DEED RECORDED IN BOOK 9969 AT PAGE 550)

A TRACT OR PARCEL OF LAND NO. 3 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,125 SQ. FT., MORE OR LESS, IN LOT 21, BLOCK 8, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 22 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 21, BLOCK 8, PLATTE PARK

CDOT PARCEL 4 (PER DEED RECORDED IN BOOK 9937 AT PAGE 179)

A TRACT OR PARCEL OF LAND NO. 4 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,125 SQ. FT., MORE OR LESS, IN LOT 26, BLOCK 8, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 26, BLOCK 8, PLATTE PARK

CDOT PARCEL 5 (PER DEED RECORDED IN BOOK 9978 AT PAGE 122)

A TRACT OR PARCEL OF LAND NO. 5 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. U 005-4(12), CONTAINING 3,125 SQ. FT., MORE OR LESS, IN LOT 21, BLOCK 7, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32 AND THE NE1/4 OF SECTION 5, TOWNSHIPS 3 AND
SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 21, BLOCK 7, PLATTE PARK

CDOT PARCEL 6 (PER DEED RECORDED IN BOOK 2751 AT PAGE 13)

A TRACT OR PARCEL OF LAND NO. 5 OF THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. BFP 040-50, CONTAINING 3,941 SQ. FT., MORE OR LESS, IN THE SE1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN DENVER COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF LOT 21, BLOCK 7, PLATTE PARK, A SUBDIVISION IN THE SE1/4 OF SECTION 32, T. 3 S., R. 68 W., OF THE 6TH P.M.;

1. THENCE N. 69° 55' 19" E., A DISTANCE OF 233.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY;

2. THENCE N. 11° 25' 16" E. ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 14.25 FEET;

3. THENCE N. 88° 43' 31" W., A DISTANCE OF 226.50 FEET, TO THE WEST LINE OF LOT 26, BLOCK 7 OF SAID PLATTE PARK;

4. THENCE S. 00° 00' 00" W. ALONG SAID WEST LINE OF LOT 26, A DISTANCE OF 19.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THE PART THEREOF LYING IN MILE HIGH STADIUM CIRCLE.

SAID EXCEPTION CONTAINS 1,041 SQUARE FEET OR 0.0233 ACRE, MORE OR LESS

SAID TOTAL PARCEL 89 CONTAINS 1,446,303 SQUARE FEET OR 33.205 ACRES, MORE OR LESS

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6501 SOUTH EMPIRE STREET, SUITE 202
ENGLEWOOD, COLORADO 80112
REvised: MARCH 31, 2010
KSD JOB NO. 15320
MARTIN G. BRAUNS, PLS 27926
BRONCO STADIUM
JOB NO. 1522C

PARCEL C:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, TYNON'S ADDITION TO DENVER, SECOND FILING, FROM WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32 BEARS S10°16'02"W A DISTANCE OF 2043.22 FEET;


THENCE N89°S42°E, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING ALSO THE NORTHERLY LINE OF BLOCK 6, TYNON'S ADDITION TO DENVER, THE NORTHERLY END OF THAT PORTION OF DECATOR STREET AS VACATED BY DEED RECORDED IN BOOK 1947, AT PAGE 86, AND BY ORDINANCE 618-2006, AND ALONG THE NORTHERLY LINE OF BLOCK 1, TYNON'S ADDITION TO DENVER, A DISTANCE OF 564.29 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE ALONG A LINE COMMON TO PARCEL "A" AS DESCRIBED IN A DEED RECORDED UNDER RECEPTION NO. 8009104416, THE FOLLOWING SIX (6) COURSES:

1. THENCE S00°17'32"S, ALONG THE EASTERLY LINE OF SAID BLOCK 1, THE EASTERLY END OF THAT PORTION OF WEST 18TH AVENUE AS VACATED BY SAID DEED RECORDED IN BOOK 1947, AT PAGE 86, AND BY SAID ORDINANCE 618-2006, AND ALONG THE EASTERLY LINE OF BLOCK 2, TYNON'S ADDITION TO DENVER, SECOND FILING, BEING ALSO THE WESTERNLY RIGHT-OF-WAY LINE OF CLAY STREET, A PORTION OF WHICH WAS VACATED BY ORDINANCE 956-1976, BY ORDINANCE 818-2006, AND BY ORDINANCE 60-1970, A DISTANCE OF 800.01 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2;

2. THENCE E88°S42°W, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 18TH AVENUE, AS VACATED BY DEED RECORDED IN BOOK 1947, AT PAGE 86, AND BY ORDINANCE 618-2006, A DISTANCE OF 70.83 FEET TO THE SOUTHWEST CORNER OF LOT 21, SAID BLOCK 2;
3. THENCE S46°37'30"W, A DISTANCE OF 52.81 FEET TO A POINT OF CURVE;

4. THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°15'25", HAVING AN ARC LENGTH OF 141.22 FEET, AND A RADIUS OF 157.05 FEET, AND WHOSE CHORD BEARS S90°15'31"W, A DISTANCE OF 137.55 FEET TO A POINT OF NON-TANGENCY, BEING ON A LINE 7.07 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 3, TYNON'S ADDITION TO DENVER, SECOND FILING;

5. THENCE S90°53'32"W, ALONG A LINE 7.07 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 3 AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 147.12 FEET TO A POINT 18.21 FEET WESTERLY OF THE WESTERLY LINE OF SAID BLOCK 3;

6. THENCE S14°53'32"W, A DISTANCE OF 39.12 FEET TO THE SOUTHEAST CORNER OF LOT 21, BLOCK 4, TYNON'S ADDITION TO DENVER, SECOND FILING, SAID POINT BEING ALSO ON THE NORTHERLY LINE OF DICK CONNOR AVENUE AS VACATED BY ORDINANCE 491-1999;

THENCE S90°04'24"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED DICK CONNOR AVENUE.

THENCE S89°55'35"W, ALONG THE CENTERLINE OF VACATED DICK CONNOR AVENUE AS VACATED BY ORDINANCE 491-1999 AND BY ORDINANCE 618-2006, A DISTANCE OF 333.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID VACATED DICK CONNOR AVENUE;

THENCE N0°00'04"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE AS ESTABLISHED BY SAID RESOLUTION NO. 95-2006;

THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE THE FOLLOWING TWO (2) COURSES

1. THENCE N00°00'10"W, A DISTANCE OF 397.74 FEET;

2. THENCE N9°34'25"E, A DISTANCE OF 7.66 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 4, SAID POINT BEING ALSO THE EASTERN RIGHT-OF-WAY LINE OF MILE HIGH STADIUM WEST CIRCLE (FORMERLY ELJOT STREET), AS ESTABLISHED BY ORDINANCE 257-2002;


THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL
ANGLE OF 30°26′31″, HAVING AN ARC LENGTH OF 63.23 FEET, AND A RADIUS OF 113.00
FEET, AND WHOSE CHORD BEARS N29°40′35″E, A DISTANCE OF 65.49 FEET TO A POINT
OF TANGENT;

2. THENCE N44°53′51″E, A DISTANCE OF 74.53 FEET TO A POINT OF CURVE;

3. THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°04′18″,
HAVING AN ARC LENGTH OF 29.22 FEET, AND A RADIUS OF 119.00 FEET, AND WHOSE
CHORD BEARS N82°02′33″E, A DISTANCE OF 29.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 840,916 SQUARE FEET OR 19.3042 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, INC.
5501 SOUTH EMPORIA STREET, SUITE 203
GREENWOOD VILLAGE, COLORADO 80121
REVISED MARCH 3, 2010
KSD JOB NO. 1632C
MARTIN G. BRAUNS, PLS 27926

[Stamp]
7-7-10
FINAL PARCEL D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE N00°04′13″W, ALONG SAID CENTERLINE, A DISTANCE OF 84.70 FEET TO A POINT ON THE CENTERLINE OF VACATED DICK CONNER AVENUE (FORMERLY WEST 17TH AVENUE) AS VACATED BY ORDINANCE NO. 491-1999;

THENCE N09°52′54″E, ALONG SAID CENTERLINE OF VACATED DICK CONNER AVENUE AND VACATED 17TH AVENUE, AS VACATED BY ORDINANCE NO. 491-1999, A DISTANCE OF 51.12 FEET TO THE INTERSECTION WITH THE CENTERLINE OF VACATED BRYANT STREET AS VACATED BY ORDINANCE NO. 491-1999 AND ORDINANCE NO. 618-2006;

THENCE N00°17′53″W, ALONG SAID CENTERLINE OF VACATED BRYANT STREET, A DISTANCE OF 655.56 FEET TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 27, BLOCK 12, RIVER FRONT IN THE TOWN OF HIGHLAND;

THENCE N09°29′43″E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY LINE OF SAID LOT 27, BLOCK 12, A DISTANCE OF 60.02 FEET TO A POINT ON A NON-TANGENT CURVE, BEING THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, ALSO KNOWN AS THE VALLEY HIGHWAY, AS DESCRIBED IN DEED RECORDED IN BOOK 8765 AT PAGE 390 AND 391;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 25 THE FOLLOWING THREE (3) COURSES:

1. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°39′34″, A RADIUS BEARING N76°49′32″E A DISTANCE OF 128.30 FEET AND AN ARC DISTANCE OF 711.11 FEET, AND WHOSE CHORD BEARS S27°30′12″E A DISTANCE OF 704.71 FEET;

2. THENCE S37°26′25″E, A DISTANCE OF 76.76 FEET TO A POINT ON THE NORTHERLY LINE OF RESERVED LOT A, PLATTE PARK, SAID POINT BEING 95.25 FEET WESTLY OF THE NORTHEAST CORNER OF SAID LOT A;
3. THENCE S58°54'39"E, A DISTANCE OF 152.03 FEET TO A POINT ON THE EASTERY LINE OF BLOCK 5, PLATTE PARK, SAID POINT BEING 4.95 FEET SOUTHERLY OF THE NORTHEAST CORNER OF LOT 45, SAID BLOCK 5;

THENCE S00°18'00"E, ALONG THE EASTERY LINE OF SAID BLOCK 5, A DISTANCE OF 295.07 FEET TO THE SOUTHEAST CORNER OF LOT 34, OF SAID BLOCK 5;

THENCE S09°56'24"W, ALONG THE SOUTHERLY LINE OF LOTS 34 AND 15, SAID BLOCK 5, AND ALONG THE SOUTHERLY LINE AND THE WESTERY EXTENSION OF THE SOUTHERLY LINE OF LOT 34, BLOCK 4, PLATTE PARK, A DISTANCE OF 326.64 FEET;

THENCE S44°55'24"W, A DISTANCE OF 61.90 FEET TO A POINT ON THE CENTERLINE OF A VACATED 16.00 FOOT ALLEY IN SAID BLOCK 4, AS VACATED BY ORDINANCE NO. 491-1993;

THENCE S00°08'35"E, ALONG THE CENTERLINE OF SAID VACATED ALLEY IN SAID BLOCK 4, A DISTANCE OF 39.01 FEET TO A POINT ON THE EASTERY EXTENSION OF THE SOUTHERLY LINE OF LOT 19, SAID BLOCK 4, PLATTE PARK;

THENCE S89°54'25"W, ALONG THE SOUTHERLY LINE OF SAID LOT 19, AND SAID LINE EXTENDED, A DISTANCE OF 152.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE OVERALL PARCEL CONTAINS 420,654 SQUARE FEET OR 9.657 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING TWO (2) PARCELS:

MILE HIGH STADIUM CIRCLE EXCEPTED PARCEL:

EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 58 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERY LINE OF BLOCK 12, RIVER FRONT IN THE TOWN OF HIGHLAND, SAID POINT BEING THE NORTHWEST CORNER OF LOT 27, SAID BLOCK 12, SAID POINT BEING ALSO ON THE EASTERY LINE OF BRYANT STREET AS ORIGINALLY PLATTED, FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 32 BEARS S33°35'20"E, A DISTANCE OF 1719.23 FEET;

THENCE S00°17'53"E, ALONG THE EASTERY LINE OF SAID BRYANT STREET, A DISTANCE OF 6.18 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 147.24 FEET, HAVING A CENTRAL ANGLE OF 24°31'24", A RADIUS OF 344.00 FEET, A CHORD BEARING OF S20°07'51"E, AND A CHORD DISTANCE OF 145.12 FEET TO A POINT OF TANGENT;

THENCE S92°23'33"E, ALONG SAID TANGENT, A DISTANCE OF 354.62 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ON THE EASTERY LINE OF THE HEREBIN DESCRIBED OVERALL PARCEL D, AND BEING ALSO ON THE WESTERY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS RECORDED IN BOOK 87197 AT PAGE 92, IN THE CITY AND COUNTY OF DENVER RECORDS.
THENCE ALONG THE EASTERNLY LINE OF SAID OVERALL PARCEL D AND ALONG THE WESTERNLY LINE OF INTERSTATE-25 THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 226.65 FEET, HAVING A CENTRAL ANGLE OF 10°37'14", A RADIUS OF 561.00 FEET, A CHORD BEARING OF S25°48'03"E, AND A CHORD DISTANCE OF 228.44 FEET TO A POINT OF NON-TANGENCY ON THE EASTERNLY LINE OF LOT 24, BLOCK 15, RIVER FRONT IN THE TOWN OF HIGHLAND, SAID POINT BEING 20.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 24;

2. THENCE S37°28'25"E, A DISTANCE OF 70.98 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 222.93 FEET, HAVING A CENTRAL ANGLE OF 10°37'14", A RADIUS OF 561.00 FEET, A CHORD BEARING OF S25°48'03"E AND A CHORD DISTANCE OF 221.84 FEET TO A POINT ON THE EASTERNLY LINE OF BLOCK 5, PLATTE PARK AS ORIGINALLY PLATTED, SAID POINT BEING ALSO ON THE EASTERNLY LINE OF SAID OVERALL PARCEL D;

THENCE S20°18'00"E, ALONG THE EASTERNLY LINE OF SAID BLOCK 5, PLATTE PARK, AND THE EASTERNLY LINE OF SAID OVERALL PARCEL D, A DISTANCE OF 213.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL D, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 34, BLOCK 5, PLATTE PARK;

THENCE S90°15'24"W, ALONG THE SOUTHERLY LINE OF SAID OVERALL PARCEL D, A DISTANCE OF 92.08 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 439.95 FEET, HAVING A CENTRAL ANGLE OF 42°12'46", A RADIUS OF 589.00 FEET, A CHORD BEARING OF N17°41'53"W AND A CHORD DISTANCE OF 454.20 FEET TO A POINT OF TANGENT;

THENCE N10°44'16"W, ALONG SAID TANGENT, A DISTANCE OF 94.98 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.37 FEET, HAVING A CENTRAL ANGLE OF 06°24'43", A RADIUS OF 1876.00 FEET, A CHORD BEARING OF N35°35'54"W AND A CHORD DISTANCE OF 176.28 FEET TO A POINT OF TANGENT;

THENCE N2°23'32"W, ALONG SAID TANGENT, A DISTANCE OF 259.94 FEET TO A POINT OF CURVE;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 67.74 FEET, HAVING A CENTRAL ANGLE OF 09°33'35", A RADIUS OF 408.00 FEET, A CHORD BEARING OF N27°36'45"W AND A CHORD DISTANCE OF 67.65 FEET TO A POINT ON THE CENTERLINE OF BRYANT STREET AS VACATED BY ORDINANCE NO. 618-2006;

THENCE N0°17'53"W, ALONG SAID CENTERLINE, A DISTANCE OF 116.33 FEET TO A POINT ON THE NORTHERLY LINE OF SAID OVERALL PARCEL D;

THENCE N6°23'45"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 71,747 SQUARE FEET OR 1.6471 ACRES, MORE OR LESS.
AND:

PARCEL D SLIVER EXCEPTION PARCEL:

EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE S00°15'00"E, ALONG THE EASTERLY LINE OF SAID BLOCK 5, AND ALONG THE WESTERLY LINE OF SAID PARCEL RECORDED AT BOOK 7759 AT PAGE 36, A DISTANCE OF 81.12 FEET, TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE, SAID POINT BEING ALSO 11.07 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 42, SAID BLOCK 5;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 222.83 FEET, HAVING A CENTRAL ANGLE OF 19°37'14", A RADIUS OF 631.00 FEET, A CHORD BEARING OF N25°45'03"W, AND A CHORD DISTANCE OF 221.04 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 25;

THENCE S38°54'58"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 152.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2459 SQUARE FEET OR 0.0565 ACRES, MORE OR LESS.

THE REMAINDER OVERALL PARCEL CONTAINS 346,558 SQUARE FEET OR 7.9582 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6601 SOUTH EMPORIA STREET, SUITE 105
GREENWOOD VILLAGE, CO 80112
PHONE: (303) 792-6257
REVISED: MARCH 29, 2010
KSD JOB NO. 1532C

BY: MARTIN G. BRAUNS, PLS 27926

[Stamp]

[Signature]

4
NINTH AMENDMENT TO LEASE
AND MANAGEMENT AGREEMENT

THIS NINTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Ninth Amendment") is entered into as of September 1, 2012, by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002075102 (the "Third Amendment"), that certain Fourth Amendment to Lease and Management Agreement dated as of May 31, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002110441 (the "Fourth Amendment"), that certain Fifth Amendment to Lease and
Management Agreement dated as of July 24, 2002 and recorded in the real property records of the County of Denver, State of Colorado at Reception Number 2002136470 (the "Fifth Amendment"), that certain Sixth Amendment to Lease and Management Agreement dated as of December 20, 2002 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2003017559 (the "Sixth Amendment"), that certain Seventh Amendment to Lease and Management Agreement dated as of June 14, 2004 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2004210878 (the "Seventh Amendment"), and that certain Eighth Amendment to Lease and Management Agreement dated as of April 1, 2011 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2011075417 (the "Eighth Amendment") . The First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment are hereinafter collectively referred to as the "Amendments". Portions of the real property subject to the Original Lease, as amended, have been released pursuant to that certain Partial Release of Lease and Management Agreement, dated as of July 31, 2006 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2007101402 (the "First Partial Release"), and that certain Second Partial Release of Lease and Management Agreement dated as of August 18, 2010 and recorded in the real property records for the County of Denver, State of Colorado at Reception Number 2010094240 (the "Second Partial Release"; together with the First Partial Release, the "Partial Releases"). The Original Lease, as amended by the Amendments, and as partially released by the Partial Releases, shall be hereinafter referred to as the "Lease".

D. As real property is conveyed to the District, the parties desire to amend the Lease to specifically include such property within the Stadium Land and the Leased Premises as hereinafter set forth.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. In addition to the real property described in the Lease, the parties agree that the Stadium Land and the Leased Premises shall include, but not be limited to, the real property legally described on Exhibit A attached hereto and incorporated herein by this reference. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

2. Conflicting Terms. Wherever the terms and conditions of this Ninth Amendment and the terms and conditions of the Lease conflict, the terms of this Ninth Amendment shall be deemed to supersede the conflicting terms of the Lease.

3. Governing Law. This Ninth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.
4. **Complete Agreement.** This Ninth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

5. **Benefit.** This Ninth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Binding Effect.** This Ninth Amendment becomes effective only upon the execution by all parties hereto.

7. **Severability.** If any term or provision of this Ninth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Ninth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Ninth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

*[SIGNATURES FOLLOW ON NEXT PAGE]*
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Ninth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: 

Raymond T. Baker, Chairman

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: Richard P. Slivka, General Counsel and Executive Vice President

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: Richard P. Slivka, General Counsel and Executive Vice President

[NOTARY ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Ninth Amendment to Lease and Management Agreement as of the day and year first above written.

METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and politic and a political subdivision of the State of Colorado

By: _____________________________
    Raymond T. Baker, Chairman

PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: _____________________________
    Richard P. Slivka, General Counsel and Executive Vice President

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: _____________________________
    Richard P. Slivka, General Counsel and Executive Vice President

[NOTARY ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]
The State of Colorado,  
City of Denver

The foregoing instrument was acknowledged before me this 23rd day of August, 2017, by Raymond T. Baker, as Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.

SANDRA J. HALE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 1999-0035307  
MY COMMISSION EXPIRES JANUARY 27, 2016

Sandra J. Hale  
Notary Public  
My Commission Expires: Jan 27, 2016

The State of Colorado,  
County of Arapahoe

The foregoing instrument was acknowledged before me this ___ day of __________, 2012, by Richard P. Sivka, as General Counsel and Executive Vice President of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

Notary Public  
My Commission Expires: __________

The State of Colorado,  
County of Arapahoe

The foregoing instrument was acknowledged before me this ___ day of __________, 2012, by Richard P. Sivka, as General Counsel and Executive Vice President of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public  
My Commission Expires: __________
STATE OF COLORADO

COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ____ day of __________, 2013, by Raymond T. Baker, as Chairman of the Metropolitan Football Stadium District, a body corporate and politic and a political subdivision of the State of Colorado.

Witness my hand and official seal.

Notary Public
My Commission Expires: __________

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 7 day of August, 2013, by Richard P. Slivka, as General Counsel and Executive Vice President of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014

LISA WILLIAMS

Notary Public
My Commission Expires: 8/20/2014

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 7 day of August, 2013, by Richard P. Slivka, as General Counsel and Executive Vice President of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/20/2014

LISA WILLIAMS

Notary Public
My Commission Expires: 8/20/2014
EXHIBIT A

Legal Description of Real Property

LOTS 21 TO 24 AND THE WEST 1/2 OF VACATED ELIOT STREET AND THE EAST 1/2 OF VACATED ALLEY ADJACENT TO SAID LOTS, BLOCK 9, TYNON'S ADDITION TO DENVER,

AND

LOTS 5 TO 29 AND THE WEST 1/2 OF VACATED ELIOT STREET ADJACENT TO LOTS 18 TO 27, AND ALL VACATED ALLEYS, BLOCK 9, TYNON'S ADDITION TO DENVER, SECOND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXCEPT THAT PORTION OF PARCEL 3 CONVEYED TO THE METROPOLITAN FOOTBALL STADIUM DISTRICT IN SPECIAL WARRANTY DEED RECORDED AUGUST 8, 2001 UNDER RECEIPTION NO. 2001131451.
TENTH AMENDMENT TO
LEASE AND MANAGEMENT AGREEMENT

THIS TENTH AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this "Tenth Amendment") is entered into as of December 13, 2016 (the "Effective Date"), by and between the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and political subdivision of the State of Colorado, organized and existing by virtue of the Metropolitan Football Stadium District Act, C.R.S. § 32-15-101, et seq. (the "District"), PDB SPORTS, LTD., a Colorado limited partnership ("PDB") and STADIUM MANAGEMENT COMPANY, LLC, a Colorado limited liability company ("SMC").

RECITALS

A. The District, PDB and SMC entered into that certain Lease and Management Agreement dated as of September 3, 1998, and recorded in the real property records of the City and County of Denver, State of Colorado (the "Records") at Reception Number 9900142502, for the construction, construction funding, leasing, maintenance, operation, and management of the stadium now commonly known as INVESCO Field at Mile High (the "Original Lease").

B. Pursuant to that certain Assignment and Assumption of Lease and Management Agreement, dated as of September 3, 1998, and recorded in the Records at Reception Number 9900142503 (the "Assignment and Assumption"), PDB assigned all of its rights, title, interest and estate in and to the Original Lease and the Leased Premises described therein to SMC and SMC assumed substantially all, but not all, of the obligations, liabilities and responsibilities of PDB under the Original Lease.

C. The District, PDB and SMC have amended the Original Lease by entering into that certain First Amendment to Lease and Management Agreement dated as of August 11, 1999, and recorded in the Records at Reception Number 9900142504 (the "First Amendment"), that certain Second Amendment to Lease and Management Agreement dated as of October 31, 2001, and recorded in the Records at Reception Number 2001194773 (the "Second Amendment"), that certain Third Amendment to Lease and Management Agreement dated as of April 5, 2002 and recorded in the Records at Reception Number 2002075102 (the "Third Amendment"), that certain Fourth Amendment to Lease and Management Agreement dated as of May 31, 2002 and recorded in the Records at Reception Number 2002110441 (the "Fourth Amendment"), that certain Fifth Amendment to Lease and Management Agreement dated as of July 24, 2002 and recorded in Records at Reception Number 2002136470 (the "Fifth Amendment"), that certain Sixth Amendment to Lease and Management Agreement dated as of December 20, 2002 and
recorded in Records at Reception Number 2003017559 (the "Sixth Amendment"), that certain Seventh Amendment to Lease and Management Agreement dated as of June 14, 2004 and recorded in the Records at Reception Number 2004210878 (the "Seventh Amendment"), that certain Eighth Amendment to Lease and Management Agreement dated as of April 1, 2011 and recorded in the Records at Reception Number 2011075417 (the "Eighth Amendment"), and that certain Ninth Amendment to Lease and Management Agreement dated as of September 1, 2012 and recorded in the Records at Reception Number 2013126462 (the "Ninth Amendment"). The Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment shall be collectively referred to herein as the "Lease".

D. Certain portions of the real property subject to the Lease were partially released by; that certain Partial Release of Lease and Management Agreement dated as of July 31, 2006 and recorded in the Records on June 29, 2007 at Reception Number 2007101402 (the "First Partial Release"), and that certain Second Partial Release of Lease and Management Agreement dated as of August 18, 2010 and recorded in the Records on August 23, 2010 at Reception Number 2010094240 (the "Second Partial Release").

E. The parties now desire to amend the Lease as set forth herein.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgement and Approval of CDOT Transaction. The District, as seller, and the Colorado Department of Transportation ("CDOT"), as purchaser, have entered into that certain Purchase and Sale Agreement, effective as of September 6, 2016 (the "CDOT Agreement"), pursuant to which the District has agreed to sell to CDOT and CDOT has agreed to purchase from the District, subject to the terms thereof, that certain real property which is legally described in Exhibit A attached hereto and incorporated herein by this reference (the "CDOT Parcel"). The purchase and sale transaction contemplated in the CDOT Agreement is referred to herein as the "CDOT Transaction". The CDOT Parcel constitutes a portion of the Stadium Land and Leased Premises subject to the Lease, and as such, SMC and PDB each hereby acknowledge and consent to the terms of the CDOT Agreement and to the consummation of the CDOT Transaction, subject to the terms set forth herein.

2. Release of CDOT Parcel. The CDOT Parcel is hereby forever and irrevocably released from the terms of the Lease. The Parties agree that the Stadium Land and the Leased Premises shall no longer include the CDOT Parcel.

3. CDOT Access Easement Agreement. In connection with the closing of the CDOT Transaction, and pursuant to the terms of the CDOT Agreement, the parties acknowledge
that the District, as grantor, together with SMC and PDB, and CDOT, as grantee, will enter into and record in the Records that certain Non-Exclusive Easement Agreement (Non-Exclusive Access Easement for Office Building), pursuant to which the District will grant an easement to CDOT over a portion of the Stadium Land to construct, maintain and use an access road, sidewalk and related improvements for vehicular and pedestrian ingress and egress to the office building to be constructed by CDOT on the CDOT Parcel (the "CDOT Access Easement Agreement"). Subject to approval of the terms and conditions of the final CDOT Access Easement Agreement, the District, SMC and PDB each hereby consents to the granting of the CDOT Access Easement Agreement and each hereby agrees to execute and deliver the final, approved CDOT Access Easement Agreement at the closing of the CDOT Transaction.

4. **CDOT Utility Easement Agreement.** In connection with the closing of the CDOT Transaction, and pursuant to the terms of the CDOT Agreement, the parties acknowledge that the District, as grantor, together with SMC and PDB, and CDOT, as grantee, will enter into and record in the Records that certain Non-Exclusive Utility Easement Agreement, pursuant to which the District will grant an easement to CDOT over a portion of the Stadium Land for the purposes of a storm drainage easement and a sanitary sewer easement for the benefit of the office building to be constructed by CDOT on the CDOT Parcel (the "CDOT Utility Easement Agreement"). Subject to approval of the terms and conditions of the final CDOT Utility Easement Agreement, the District, SMC and PDB each hereby consents to the granting of the CDOT Utility Easement Agreement and each hereby agrees to execute and deliver the final, approved CDOT Utility Easement Agreement at the closing of the CDOT Transaction.

5. **CDOT Parking Lease Agreement.** In connection with the closing of the CDOT Transaction, and pursuant to the terms of the CDOT Agreement, the parties acknowledge that CDOT and SMC will enter into that certain unrecorded Parking Lease Agreement, pursuant to which CDOT will grant to SMC the right to use 367 parking spaces in the parking structure and surface parking lot to be constructed by CDOT on the CDOT Parcel after closing (the "CDOT Parking Agreement"). Subject to approval of the terms and conditions of the final CDOT Parking Agreement, SMC agrees to execute and deliver the CDOT Parking Agreement at the closing of the CDOT Transaction.

6. **Partial Release of Lease.** In connection with the closing of the CDOT Transaction, and pursuant to the terms of the CDOT Agreement, the parties agree that the District, SMC and PBD will enter into and record in the Records a Third Partial Release of Lease and Management Agreement, in a form and content acceptable to the parties, pursuant to which the CDOT Parcel will be released from the Lease and shall thereafter no longer be subject to the terms or conditions of the Lease, and amended herein (the "Third Partial Release of Lease").

7. **CDOT Transaction Costs; Use of Net Proceeds.** The District, SMC and PDB hereby agree that their respective costs incurred in connection with: (a) the negotiation and execution of the CDOT Agreement, the CDOT Access Easement Agreement, the CDOT Parking Agreement, the Third Partial Release of Lease, this Tenth Amendment and the amendment to the
existing sublease with the Regional Transportation District relating to the sale of the CDOT Parcel; (b) the negotiation, preparation and execution of all other documents or instruments with third parties which are necessary or prudent in connection with the sale of the CDOT Parcel; and (c) the consummation and closing of the CDOT Transaction, including without limitation, title insurance premiums, title company closing fees, recording fees, attorneys' fees and costs, and other similar transaction costs, shall be reimbursed to each of the District, SMC and PDB, respectively, from the proceeds received by the District in connection with the closing of the CDOT Transaction. All proceeds received by the District in connection with the closing of the CDOT Transaction, after reimbursement of the District, SMC and PDB as described in the preceding sentence, shall be deposited by the District into the Capital Replacement Reserve Fund (as defined in the Lease) for further use in accordance with the terms and conditions of the Lease.

8. **Conflicting Terms; Ratification.** Wherever the terms and conditions of this Tenth Amendment and the terms and conditions of the Lease conflict, the terms of this Tenth Amendment shall be deemed to supersede the conflicting terms of the Lease. Except as specifically set forth in this Tenth Amendment, the Lease is hereby ratified and affirmed.

9. **Governing Law.** This Tenth Amendment and all provisions hereunder shall be governed and construed in accordance with the laws of the State of Colorado.

10. **Complete Agreement.** This Tenth Amendment contains all agreements, understandings and arrangements between the parties hereto with regard to the matters described herein.

11. **Benefit.** This Tenth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. **Binding Effect.** This Tenth Amendment becomes effective only upon the execution by all parties hereto.

13. **Severability.** If any term or provision of this Tenth Amendment proves to be invalid or unenforceable, all of the other terms and provisions of this Tenth Amendment shall be unaffected thereby, and shall nevertheless be enforceable to the fullest extent permitted by law.

14. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

15. **Counterparts.** This Tenth Amendment may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

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Dated as of the Effective Date.

METROPOLITAN FOOTBALL STADIUM DISTRICT,
a body corporate and political subdivision of the State of
Colorado, organized and existing by virtue of the Metropolitan

By: [Signature]
Name: Raymond T. Baker
Title: Chair

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by Raymond T. Baker, as Chair of the METROPOLITAN FOOTBALL STADIUM DISTRICT, a body corporate and political subdivision of the State of Colorado, organized and existing by virtue of the Metropolitan Football Stadium District Act, C.R.S. § 32-15-101, et seq.

My commission expires: 12-8-18

Witness my hand and official seal.

[Signature Page to Tenth Amendment to Lease and Management Agreement]
PDB SPORTS, LTD., a Colorado limited partnership d/b/a the Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona corporation, its general partner

By: Richard P. Slivka, General Counsel and Executive Vice President

STATE OF COLORADO )
COUNTY OF Arapahoe ) ss

The foregoing instrument was acknowledged before me this 12th day of December, 2016, by Richard P. Slivka, as General Counsel and Executive Vice President of Bowlen Sports, Inc., an Arizona corporation, as general partner of PDB Sports, Ltd., a Colorado limited partnership d/b/a Denver Broncos Football Club.

Witness my hand and official seal.
My Commission Expires: August 20, 2018

Notary Public

LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024625
MY COMMISSION EXPIRES AUGUST 20, 2018

[Signature Page to Tenth Amendment to Lease and Management Agreement]
STADIUM MANAGEMENT COMPANY, LLC,
a Colorado limited liability company

By: ____________________________
    Richard P. Slivka,
    General Counsel and Executive Vice President

STATE OF COLORADO  )
COUNTY OF Pueblo  ) ss

The foregoing instrument was acknowledged before me this 12th day of December, 2016, by Richard P. Slivka, as General Counsel and Executive Vice President of Stadium Management Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: ____________________________
    August 20, 2018

______________________________
Notary Public

LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024625
MY COMMISSION EXPIRES AUGUST 20, 2018

[Signature Page to Tenth Amendment to Lease and Management Agreement]
EXHIBIT A

LEGAL DESCRIPTION OF CDOT PARCEL

DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5 TO BEAR NORTH 83°54'14" EAST, AS MONUMENTED BY SAID NORTH QUARTER CORNER OF SECTION 5 ON THE WEST, BEING A 3 1/4 INCH ALUMINUM CAP STAMPED "PLS 11454", AND BY THE NORTHEAST CORNER OF SAID SECTION 5 ON THE EAST, BEING A 3 1/4 INCH ALUMINUM CAP STAMPED "LS 13055", WITH ALL DEGREES HEREIN RELATIVE THERETO;

THENCE SOUTH 24°22'31" EAST A DISTANCE OF 680.61 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF VACATED ELIOT STREET, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY OF DEED RECORDED AT RECEPTION NO. 200701264G. SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY LINE ALONG AN EXTENDED SOUTHERLY LINE OF DENVER WATER EASEMENT RECORDED AT RECEPTION NO. 2066082411, NORTH 86°17'32" EAST A DISTANCE OF 438.50 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE LEAVING SAID EASEMENT LINE 23.68 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93°26'10", AND A CHORD WHICH BEARS SOUTH 48°20'23" EAST, 21.30 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°14'16" EAST A DISTANCE OF 156.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 82.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 7°08'31", AND A CHORD WHICH BEARS SOUTH 38°19'58" WEST, 76.64 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST HOWARD PLACE AS ESTABLISHED BY RESOLUTION NO. 82-2008 AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT.

THENCE 117.42 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE AND THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 954.00 FEET, A CENTRAL ANGLE OF 7°03'08", AND A CHORD WHICH BEARS SOUTH 80°13'28" WEST, 117.35 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE SOUTH 85°00'27" WEST A DISTANCE OF 365.16 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE SOUTH 41°00'27" WEST A DISTANCE OF 4.24 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE SOUTH 86°35'27" WEST A DISTANCE OF 30.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE AND THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.90 FEET, A CENTRAL ANGLE OF 40°12'03", AND A CHORD WHICH BEARS NORTH 13°53'31" WEST, 37.00 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY OF VACATED ELIOT STREET;

THENCE ALONG SAID WESTERLY RIGHT OF WAY OF VACATED ELIOT STREET NORTH 05°27'54" EAST, A DISTANCE OF 67.34 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF VACATED ELIOT STREET NORTH 35°52'16" EAST A DISTANCE OF 218.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.992 ACRES, MORE OR LESS.