

After Recording Return To:
John W. O'Doriso, Jr., Esq.
Robinson Waters & O'Doriso, P.C.
1099 - 18th Street, Suite 2600
Denver, Colorado 80202



**PARTIAL RELEASE OF
LEASE AND MANAGEMENT AGREEMENT**

THIS PARTIAL RELEASE OF LEASE AND MANAGEMENT AGREEMENT (this "Partial Release") is entered into as of July 31, 2006, 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") 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 Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment shall be collectively referred to herein as the "Lease".

D. The parties now desire to release a portion of the real property subject to the Lease as set forth herein.

A G R E E M E N T

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. **Released Property.** The real property legally described on Exhibits A-1 through A-6 hereto, which are hereby incorporated by this reference (collectively, the "Released Property"), 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 Released Property. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

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

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

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

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

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

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

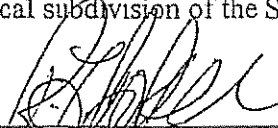
8. **Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease, unless the context requires otherwise.

9. **Counterparts.** This Partial Release 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]

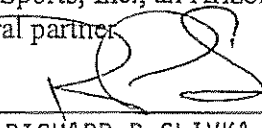
IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Partial Release of Lease and Management Agreement as of the day and year first above written.

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

STADIUM MANAGEMENT COMPANY, LLC a Colorado limited liability company

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

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

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

The foregoing instrument was acknowledged before me this 16th day of October 2006, by R.T. Babu 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 5-29-07.

Elaine Sydnor
Notary Public

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 11th day of October 2006, 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.

**B. DIANE NELSON
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires 1/13/2009

B. Diane Nelson
Notary Public

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 11th day of October 2006, 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.

**B. DIANE NELSON
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires 1/13/2009

B. Diane Nelson
Notary Public

EXHIBIT
A-1

BOSCOE PARCEL:

A parcel of land situated in the Northeast quarter of Section 5, Township 4 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, described as follows:

Commencing at the intersection of the West right-of-way line of Morrison Road (described as Decatur Street in previous deeds) and the South line of 16 foot wide alley which lies between West 14th Avenue and West Howard Place said point being the true point of beginning;

thence South along said West right-of-way line of Decatur Street, a distance of 15.65 feet to a point on a non-tangent curve;

thence departing said West right-of-way line on said curve to the right whose tangent is at a deflection angle to the right of 01 degrees 09 minutes 40 seconds and has a central angle of 35 degrees 28 minutes 13 seconds, a radius of 62.50 feet and a length of 38.69 feet; thence on a non-radial line which is at a deflection angle right from the tangent of the previous curve 49 degrees 41 minutes 00 seconds a distance of 32.60 feet; thence on a deflection angle to the right of 91 degrees 07 minutes 36 seconds along distance of 51.36 feet to a point on the South line of said alley; thence on a deflection angle right of 89 degrees 34 minutes 15 seconds along the said South line of said alley a distance of 47.22 feet to the true point of beginning, containing 2213 square feet, more or less.

EXHIBIT

A-2

R.O.W. PROJECT NO. 1999-0238
DES PARCEL NO. 19990238030

DEDICATION PARCEL 5:

PARCEL D SLIVER PARCEL:

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, THE BEARINGS 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" CDOH 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 NORTH CORNER OF THAT PARCEL RECORDED AT BOOK 7759 AT PAGE 36 OF THE CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING ALSO ON THE EASTERLY LINE OF BLOCK 5, PLATTE PARK, AS ORIGINALLY RECORDED, AND ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS RECORDED IN BOOK 8758 AT PAGE 390-391 OF THE CITY AND COUNTY OF DENVER, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 32 BEARS S15°40'07"E, A DISTANCE OF 1245.91 FEET;

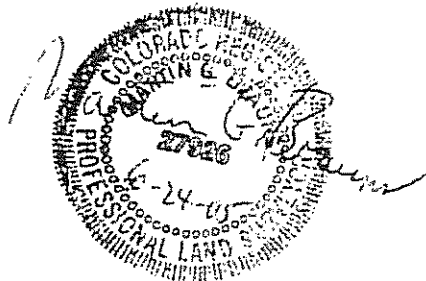
THENCE S00°18'00"E, ALONG THE EASTERLY LINE OF SAID BLOCK 5, AND ALONG THE WESTERLY LINE OF SAID PARCEL RECORDED AT BOOK 7759 AT PAGE 36, A DISTANCE OF 81.12 FEET, TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED MILE HIGH STADIUM CIRCLE, SAID POINT BEING ALSO 11.07 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 42, SAID BLOCK 5;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 222.93 FEET, HAVING A CENTRAL ANGLE OF 19°37'14", A RADIUS OF 651.00 FEET, A CHORD BEARING OF N25°46'03"W, AND A CHORD DISTANCE OF 221.84 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 25;

THENCE S38°58'37"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 152.64 FEET TO THE POINT OF BEGINNING.

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

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
PHONE: (303) 792-5257
REVISED: 6-24-2005
JOB NO. 1532C
BY: MARTIN G. BRAUNS, PLS 27926



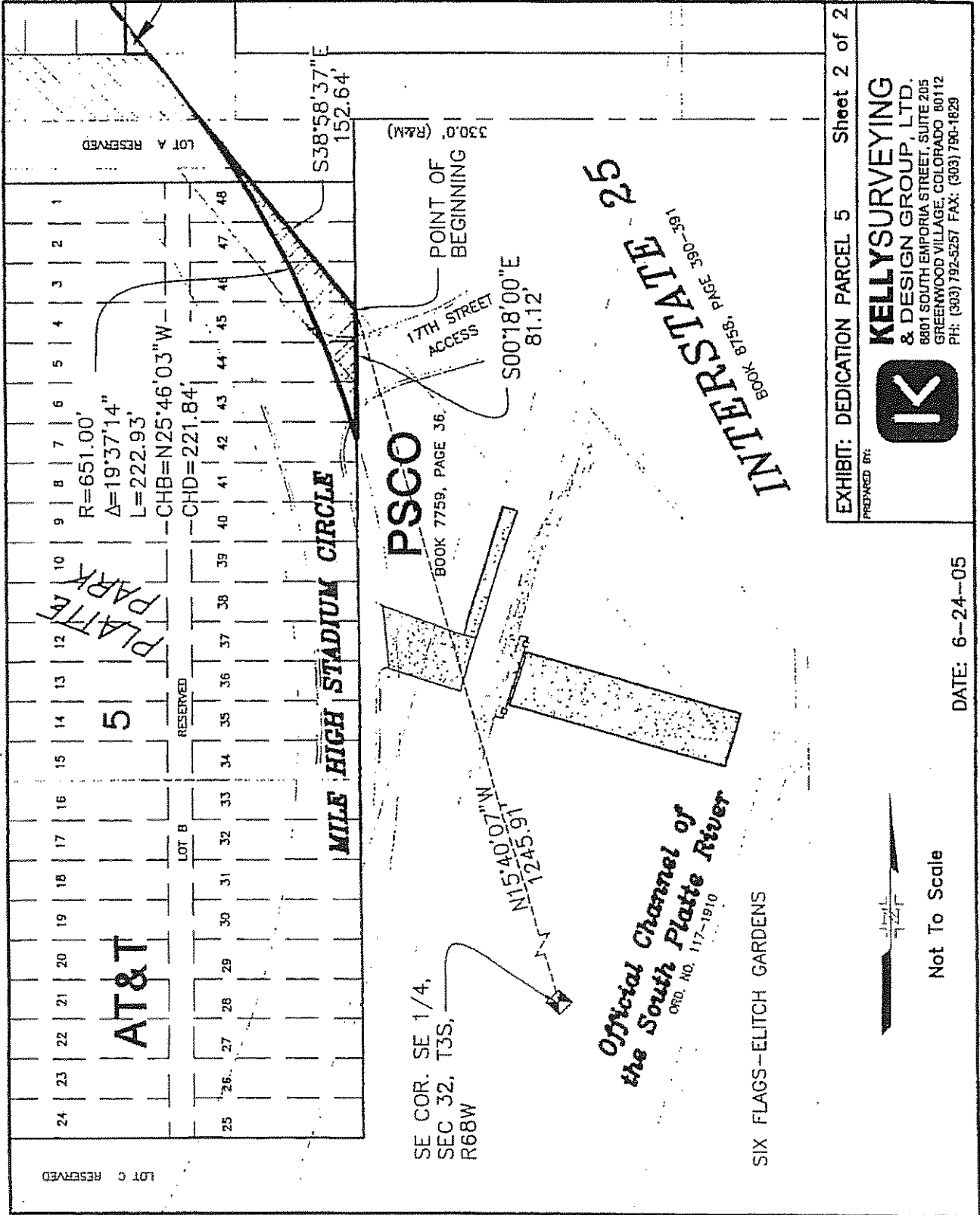


EXHIBIT: DEDICATION PARCEL 5 Sheet 2 of 2

PREPARED BY:

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KELLYSURVEYING & DESIGN GROUP, LTD.
 6901 SOUTH EMPORIA STREET, SUITE 205
 GREENWOOD VILLAGE, COLORADO 80112
 PH: (303) 792-5257 FAX: (303) 790-1629

DATE: 6-24-05



Not To Scale

EXHIBIT
A-3

R.O.W. PROJECT O. 1999-0238
DES PARCEL NO. 19990238031

RIGHT-OF-WAY DEDICATION PARCEL 6:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN PARCEL D AS RECORDED UNDER RECEPTION NO. 99-00142500 DATED AUGUST 12, 1999, 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 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" CDOH 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 A POINT ON THE WESTERLY LINE OF BLOCK 12, RIVER FRONT IN THE TOWN OF HIGHLAND, 6.18 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 27, SAID BLOCK 12, SAID POINT BEING ALSO ON THE EASTERLY LINE OF BRYANT STREET AS ORIGINALLY PLATTED, FROM WHICH THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 32 BEARS S23°09'06"E, A DISTANCE OF 2172.79 FEET;

THENCE ALONG NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 147.14 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 146.12 FEET TO A POINT OF TANGENT;

THENCE S32°23'33"E, ALONG SAID TANGENT, A DISTANCE OF 354.62 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ON THE EASTERLY LINE OF SAID PARCEL D, AND BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-25 AS RECORDED IN BOOK 8797 AT PAGE 32, IN THE CITY AND COUNTY OF DENVER RECORDS.

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL D AND ALONG THE WESTERLY 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 08°29'49", A RADIUS OF 1528.30 FEET, A CHORD BEARING OF S36°35'04"E, AND A CHORD DISTANCE OF 226.44 FEET TO A POINT OF NON-TANGENCY ON THE EASTERLY 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°26'25"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 228.71 FEET, HAVING A CENTRAL ANGLE OF 20°07'44", A RADIUS OF 651.00 FEET, A CHORD BEARING OF S26°01'19"E AND A CHORD DISTANCE OF 227.53 FEET TO A POINT ON THE EASTERLY LINE OF BLOCK 5, PLATTE PARK AS ORIGINALLY PLATTED, SAID POINT BEING ALSO ON THE EASTERLY LINE OF SAID PARCEL D;

THENCE S00°18'00"E, ALONG THE EASTERLY LINE OF SAID BLOCK 5, PLATTE PARK, AND THE EASTERLY LINE OF SAID PARCEL D, A DISTANCE OF 213.96 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;

R.O.W. PROJECT O. 1999-0238
DES PARCEL NO. 19990238031

THENCE S89°56'24"W, ALONG THE SOUTHERLY LINE OF SAID PARCEL D, A DISTANCE OF 39.08 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 433.95 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 424.20 FEET TO A POINT OF TANGENT;

THENCE N38°48'16"W, ALONG SAID TANGENT, A DISTANCE OF 94.98 FEET TO A POINT OF CURVE;

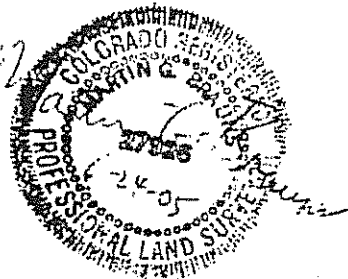
THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 176.37 FEET, HAVING A CENTRAL ANGLE OF 06°24'43", A RADIUS OF 1576.00 FEET, A CHORD BEARING OF N35°35'54"W AND A CHORD DISTANCE OF 176.28 FEET TO A POINT OF TANGENT;

THENCE N32°23'33"W, ALONG SAID TANGENT, A DISTANCE OF 351.38 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 12, SAID POINT BEING ON THE EASTERLY LINE OF SAID BRYANT STREET;

THENCE N00°17'53"W, ALONG THE EASTERLY LINE OF SAID BRYANT STREET, A DISTANCE OF 175.13 FEET THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 66,609 SQUARE FEET OR 1.5291 ACRES , MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
PHONE: (303) 792-5257
REVISED: 6-24-2005
JOB NO. 1532C
BY: MARTIN G. BRAUNS, PLS 27926



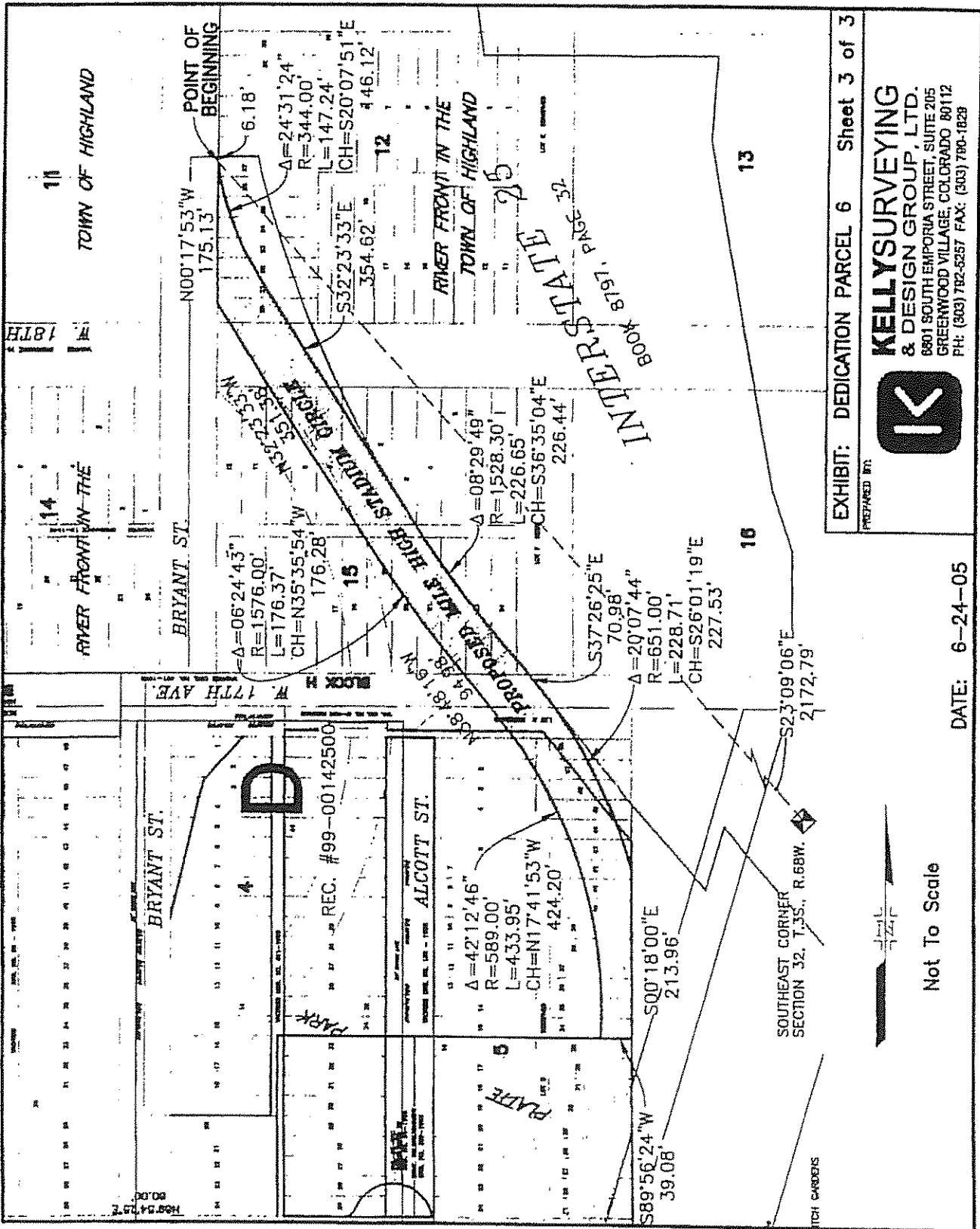



EXHIBIT: DEDICATION PARCEL 6 Sheet 3 of 3
 PREPARED BY:

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 PH: (303) 752-5257 FAX: (303) 790-1828

DATE: 6-24-05

Not To Scale

EXHIBIT

A-4

R.O.W. PROJECT NO. 1999-0238
DES PARCEL NO. 19990238032

RIGHT-OF-WAY DEDICATION PARCEL 7:

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:

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 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" CDOH 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 A POINT ON THE WESTERLY LINE OF LOT 14, BLOCK 4, RATHBONE HEIGHTS, AS ORIGINALLY PLATTED, 4.19 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT BEING ALSO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ELIOT STREET AS ORIGINALLY PLATTED, FROM WHENCE THE SOUTH ONE-QUARTER OF SAID SECTION 32 BEARS S09°55'22"W, A DISTANCE OF 2729.10 FEET;

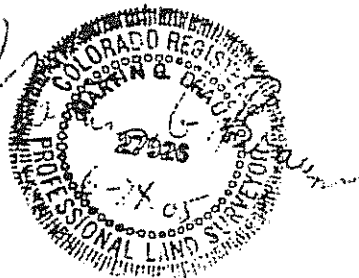
THENCE N00°17'59"W, ALONG SAID WESTERLY LINE OF BLOCK 4, A DISTANCE OF 101.21 FEET, TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING 2.04 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 11, BLOCK 4, RATHBONE HEIGHTS;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 4.37 FEET, HAVING A CENTRAL ANGLE OF 11°55'53", A RADIUS OF 21.00 FEET, A CHORD BEARING OF S64°59'30"E, AND A CHORD DISTANCE OF 4.37 FEET, TO A POINT OF REVERSE CURVE;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 132.38 FEET, HAVING A CENTRAL ANGLE OF 145°51'54", A RADIUS OF 52.00 FEET, A CHORD BEARING OF S01°58'31"W, AND A CHORD DISTANCE OF 99.42 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2883 SQUARE FEET OR 0.0662 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
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6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
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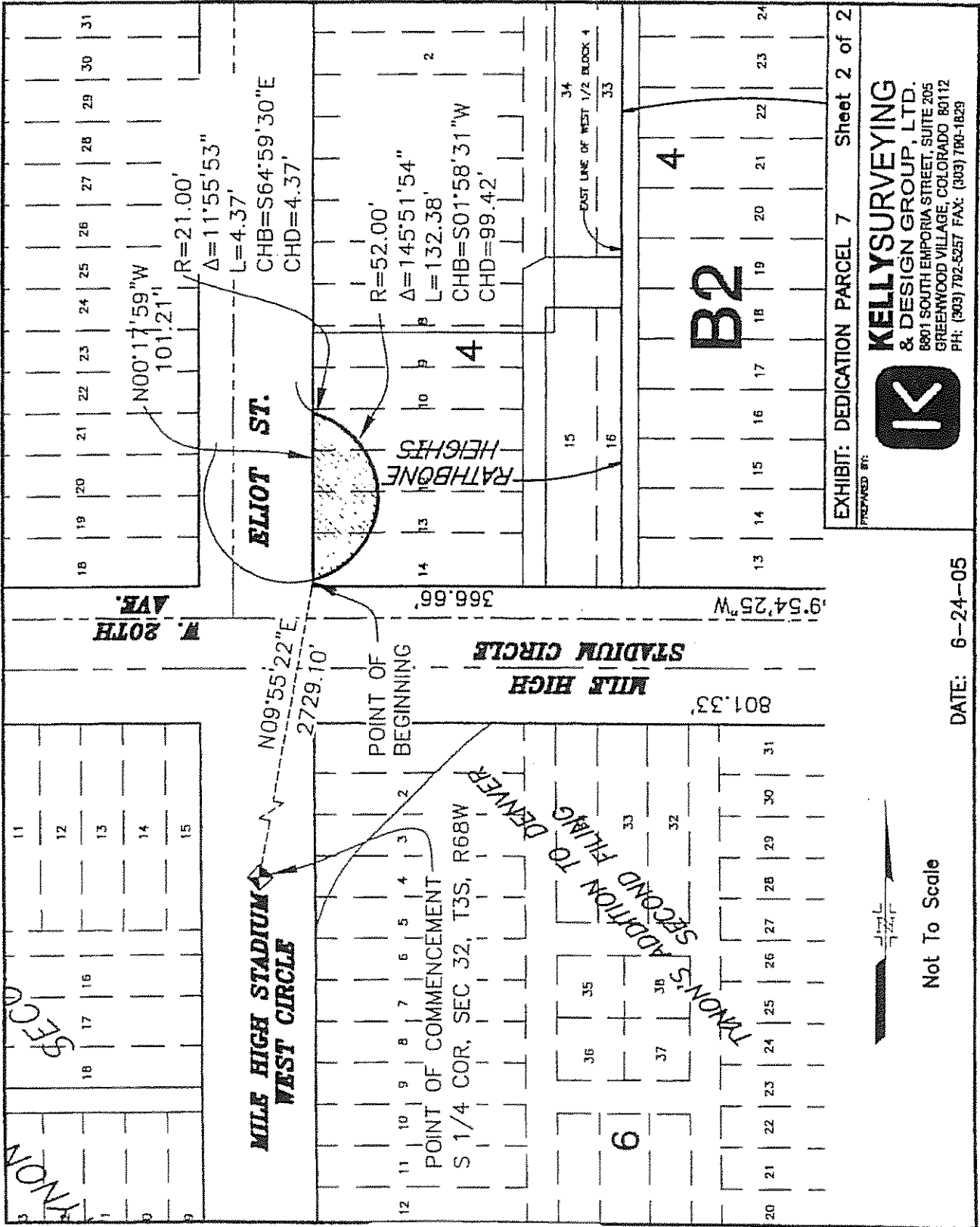


Exhibit A-5

BRONCO STADIUM

PARCEL 1:

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, THE BEARINGS 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" CDOH 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 NORTHWEST CORNER OF LOT 1, BLOCK 6, PLATTE PARK, AS ORIGINALLY PLATTED, SAID POINT BEING ALSO THE NORTHEAST CORNER OF ALCOTT STREET AS VACATED BY ORDINANCE NO. 150-1925 AND THE SOUTHEAST CORNER OF THAT PORTION OF WEST 16TH AVENUE VACATED BY ORDINANCE NO. 618-2006, AND BEING ALSO THE SOUTHWEST CORNER OF LOT C, RESERVED, SAID PLATTE PARK, FROM WHENCE THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEARS S43°03'30"E A DISTANCE OF 847.31 FEET;

THENCE N89°54'25"E, ALONG THE NORTHERLY LINE OF SAID LOT 1, BLOCK 6, PLATTE PARK, A DISTANCE OF 111.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MILE HIGH STADIUM CIRCLE;

THENCE S31°31'01"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MILE HIGH STADIUM CIRCLE, A DISTANCE OF 52.39 FEET TO A POINT 44.62 FEET SOUTH OF, AS MEASURED PERPENDICULARLY FROM, THE NORTHERLY LINE OF LOT 1, BLOCK 6, SAID PLATTE PARK;

THENCE S89°54'25"W, ALONG A LINE 44.62 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1, BLOCK 6, A DISTANCE OF 276.80 FEET TO A POINT ON THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, SAID PLATTE PARK, AS VACATED BY ORDINANCE NO. 618-2006

THENCE N00°05'35"W, ALONG THE SAID CENTERLINE OF SAID VACATED ALLEY OF SAID BLOCK 7, A DISTANCE OF 44.62 FEET TO THE NORTHERLY LINE OF BLOCK 7, SAID PLATTE PARK, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VACATED WEST 16TH AVENUE;

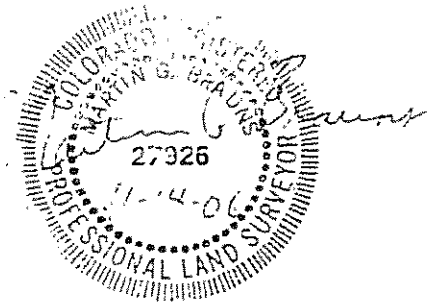
THENCE N00°30'38"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED WEST 16TH AVENUE;

THENCE N89°54'25"E, ALONG THE CENTERLINE OF SAID VACATED WEST 16TH AVENUE, A DISTANCE OF 193.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT C, RESERVED, PLATTE PARK;

THENCE S00°20'35"E, ALONG THE WESTERLY LINE OF SAID LOT C, RESERVED, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 18,759 SQUARE FEET OR 0.4307 ACRES, MORE OR LESS.

FOR AND ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
PHONE: (303) 792-5257
REVISED: NOVEMBER 14, 2006
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926



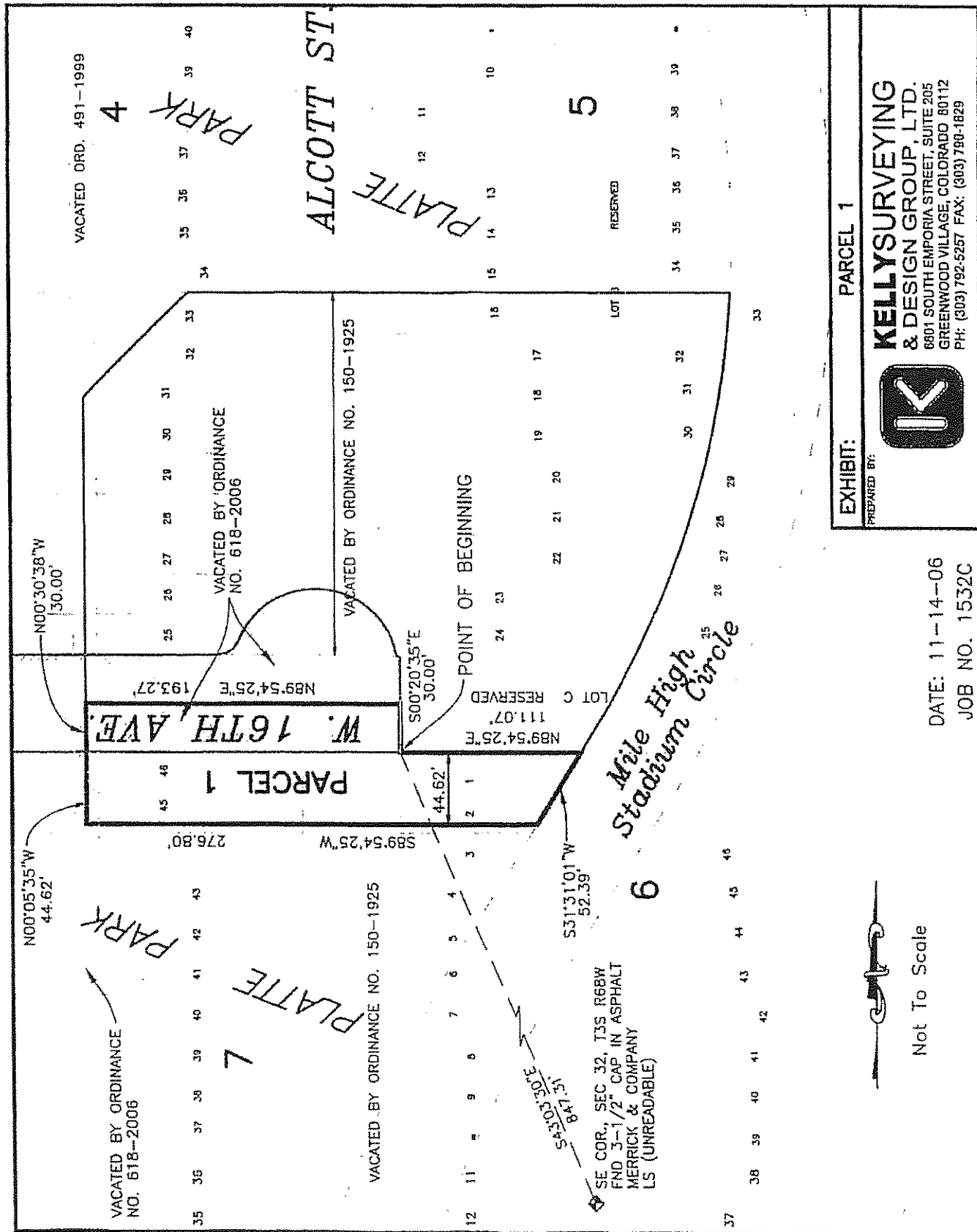


EXHIBIT:

PREPARED BY:



KELLYSURVEYING
 & DESIGN GROUP, LTD.
 6801 SOUTH EMPORIA STREET, SUITE 205
 GREENWOOD VILLAGE, COLORADO 80112
 PH: (303) 792-5257 FAX: (303) 790-1829

PARCEL 1

DATE: 11-14-06
 JOB NO. 1532C



Not To Scale

Exhibit A-6

CDOT QUITCLAIM PARCEL:

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:

NOTE: FOR THE PURPOSE OF THESE DESCRIPTIONS, THE BEARINGS 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" CDOH 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)."

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 30, JACOB'S ADDITION TO HIGHLAND, THE PLAT OF WHICH SUBDIVISION WAS RECORDED JANUARY 24, 1872 IN BOOK 1 AT PAGE 3, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 BEARS N14°30'36"W, A DISTANCE OF 744.38 FEET;

THENCE S86°26'17"W, ALONG THE SOUTHERLY LINE OF SAID LOT 30, A DISTANCE OF 66.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO ON THE WESTERLY LINE OF ELIOT STREET AS VACATED BY ORDINANCE NO. 300-2006;

THENCE S05°28'00"W, ALONG SAID WESTERLY LINE OF SAID VACATED ELIOT STREET, A DISTANCE OF 66.54 FEET TO A POINT OF NON-TANGENT CURVE, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST HOWARD PLACE;

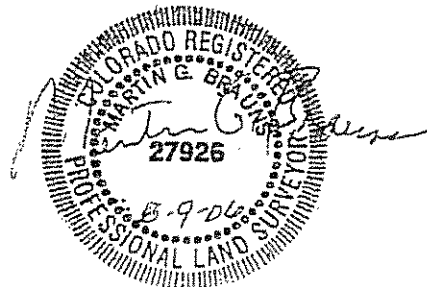
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°38'06", AN ARC LENGTH OF 51.49 FEET, WHOSE RADIUS IS 55.00 FEET, WHOSE CHORD BEARS N26°58'15"W, A DISTANCE OF 49.63 FEET, TO A POINT OF TANGENT;

THENCE N00°09'10"W, ALONG SAID TANGENT, A DISTANCE OF 20.21 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 30;

THENCE, N86°26'17"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 28.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1376 SQUARE FEET OR 0.0316 ACRE, MORE OR LESS.

FOR AN ON BEHALF OF:
KELLY SURVEYING & DESIGN GROUP, LTD.
6801 SOUTH EMPORIA STREET, SUITE 205
GREENWOOD VILLAGE, COLORADO 80112
DATE: AUGUST 9, 2006
KSD JOB NO. 1532C
MARTIN G. BRAUNS, PLS 27926



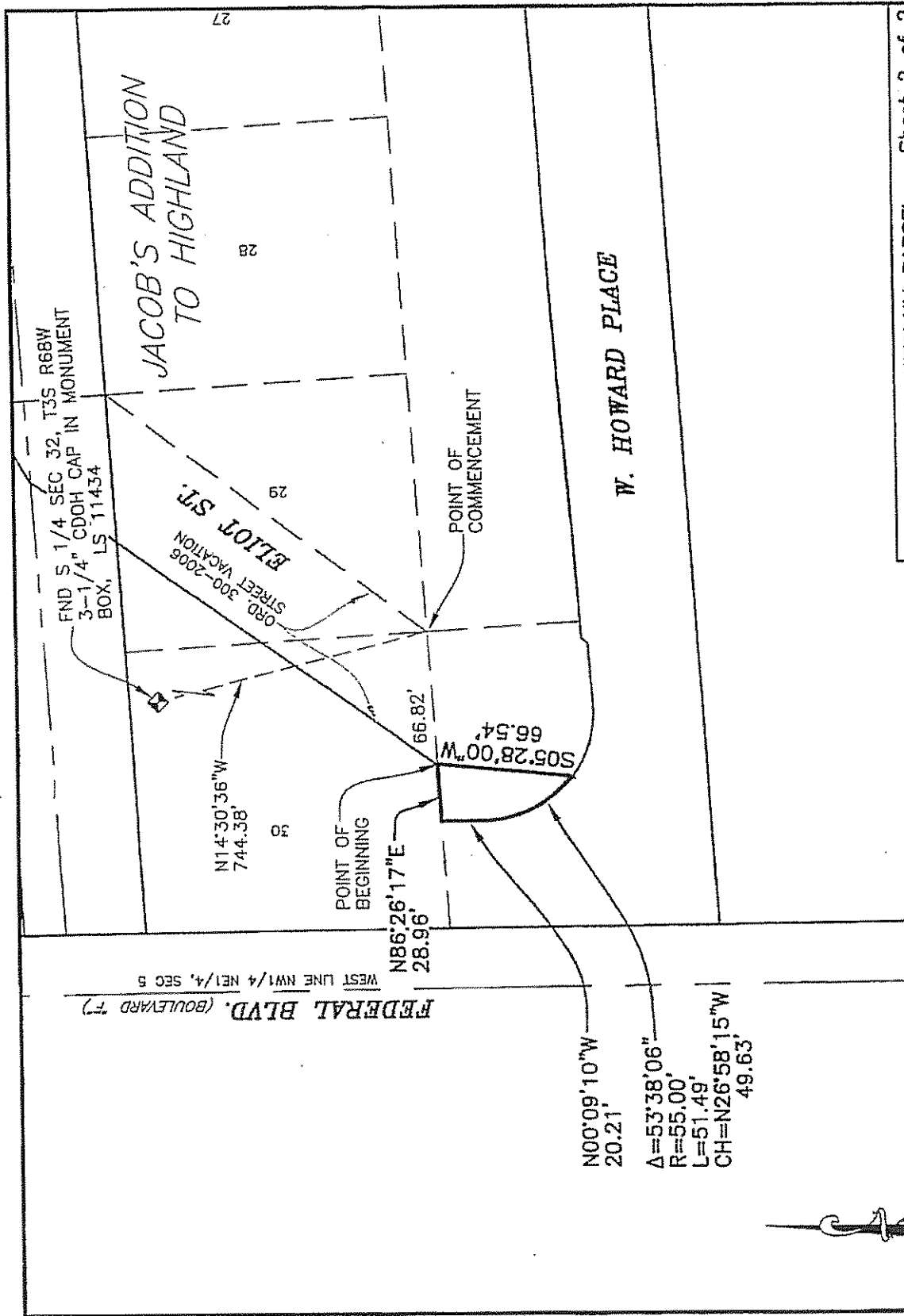



EXHIBIT: CDOT QUITCLAIM PARCEL Sheet 2 of 2
 PREPARED BY:



KELLYS SURVEYING & DESIGN GROUP, LTD.
 6801 SOUTH EMPORIA STREET, SUITE 205
 GREENWOOD VILLAGE, COLORADO 80112
 PH: (303) 792-5257 FAX: (303) 790-1829

DATE: 8-9-2006

Not To Scale

A-6-2

After Recording Return To:

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

**SECOND PARTIAL RELEASE OF
LEASE AND MANAGEMENT AGREEMENT**

THIS SECOND PARTIAL RELEASE OF LEASE AND MANAGEMENT AGREEMENT (this "Second Partial Release") is entered into as of August 18, 2010, 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

RWO/04566.107/195629.1



70259535

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 Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment shall be collectively referred to herein as the "Lease".

D. A portion of the real property subject to the Lease was partially released by 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 on June 29, 2007 at Reception Number 2007101402 (the "First Partial Release").

E. The parties now desire to release another portion of the real property subject to 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. **Released Property.** The real property legally described on Exhibits A-1 through A-3 hereto, which are hereby incorporated by this reference (collectively, the "Released Property"), 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 Released Property. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

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

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

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

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

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

7. **Severability.** If any term or provision of this Second Partial Release proves to be invalid or unenforceable, all of the other terms and provisions of this Second Partial Release 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 Second Partial Release 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 Second Partial Release of 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 /
Senior Vice President of Administration

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: _____
Richard P. Slivka, General Counsel / Senior
Vice President of Administration

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the District, PDB and SMC have duly executed this Second Partial Release of 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 /
Senior Vice President of Administration

STADIUM MANAGEMENT COMPANY, LLC
a Colorado limited liability company

By: _____
Richard P. Slivka, General Counsel / Senior
Vice President of Administration

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]



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

My Commission Expires 7/4/2014

The foregoing instrument was acknowledged before me this 7th day of July, 2010, 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.

My Commission Expires: April 4, 2014

Eula Rendell
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, 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: _____

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, 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: _____

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, 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.

My Commission Expires: _____

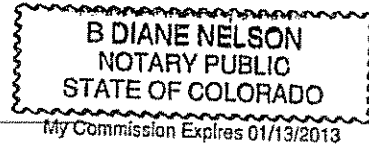
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of February, 2010, 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: _____



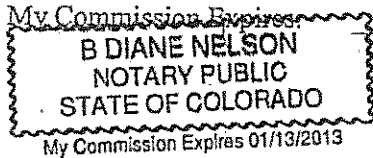
B Diane Nelson
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of February, 2010, 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-1"

PARCEL NUMBER: 286A REV

Date: January 21, 2010

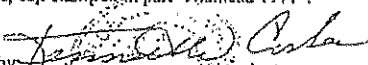
DESCRIPTION

Parcel No. 286A REV of the RTD West Corridor Light Rail Project, containing 3,355 square feet, being part of a parcel of land described in Reception No. 2002105109 in the records of the City and County of Denver Clerk and Recorder's Office and being part of Jacobs' Addition to Highland as originally recorded in Plat Book 1 at Page 31 in the records of the Arapahoe County Clerk and Recorder's Office, and located in the Northwest Quarter of the Northeast Quarter of Section 5, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado and being more particularly described as follows:

BEGINNING at the intersection of the centerline of vacated West 14th Avenue with the westerly right-of-way line of Morrison Road;
Thence South 86°25'50" West along said centerline, a distance of 28.35 feet;
Thence North 24°34'13" East, a distance of 110.00 feet;
Thence North 08°01'24" East, a distance of 98.20 feet to the intersection with the westerly line of Mile High Stadium West Circle as established by Resolution No. 95, Series of 2006 of the City and County of Denver;
Thence South 02°47'43" East along said westerly line, a distance of 104.88 feet;
Thence South 21°18'58" West continuing along said westerly line, a distance of 57.66 feet to the intersection with said westerly right-of-way line of Morrison Road;
Thence South 22°26'46" West along said westerly right-of-way line, a distance of 40.08 feet to the POINT OF BEGINNING;

Said Parcel No. 286A REV containing 3,355 square feet or 0.077 acre(s) of land, more or less.

Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD '83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977".

Prepared by: 
Kenneth W. Carlson RLS 289222 / 1/20/10
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street #2300
Denver, CO 80202
303.820.5240

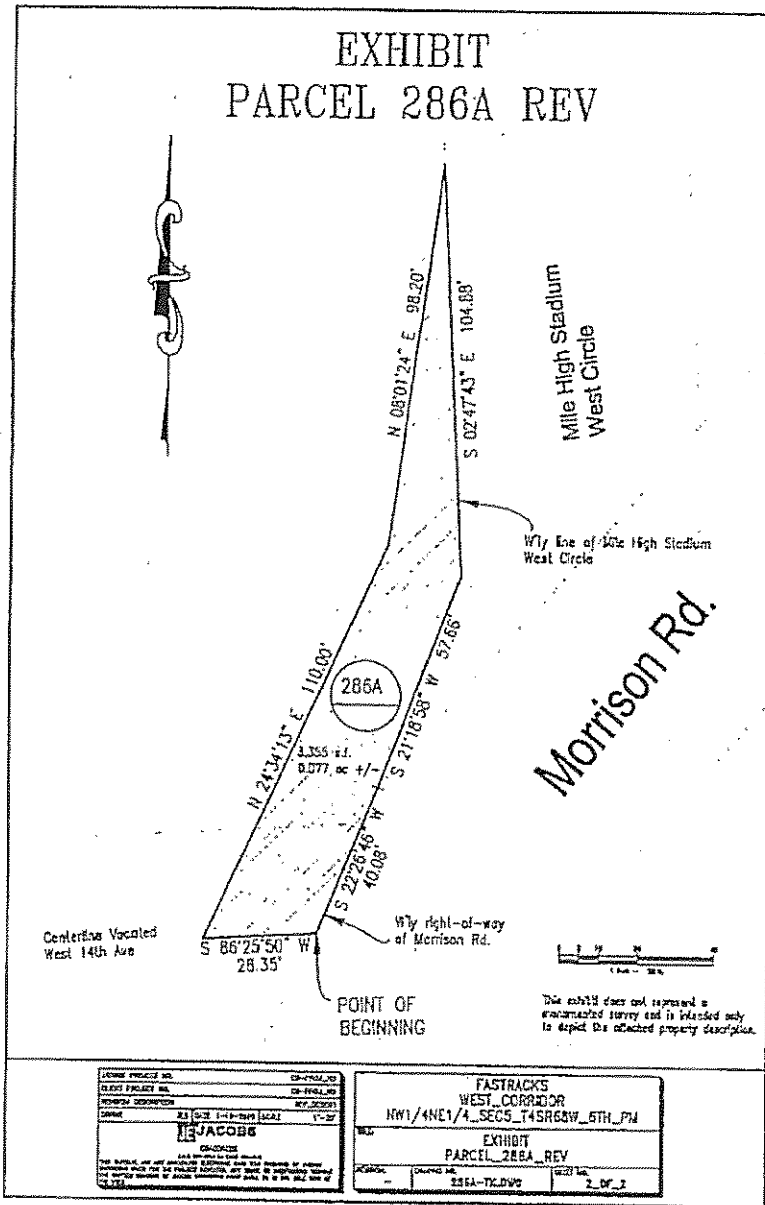
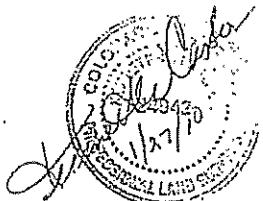


EXHIBIT "A-2"

PARCEL NUMBER: 286B REV

Date: January 25, 2010

DESCRIPTION



Parcel No. 286B REV of the RTD West Corridor Light Rail Project, containing 9,393 square feet, being part of a parcel of land described in Reception No. 2002105109, and Reception No. 2006069231 in the records of the City and County of Denver Clerk and Recorder's Office and being part of the Northwest Quarter of the Northeast Quarter of Section 5, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado and being more particularly described as follows:

COMMENCING at the southwest corner of a parcel of land described in Reception No. 2007012649 in said Records, said point also being on the northerly right-of-way line of West Howard Place as dedicated and described in Resolution No. 62, Series of 2008 of the City and County of Denver;

Thence along said northerly right-of-way line the following four (4) courses:

1. Along a curve to the left, having a radius of 55.00 feet, a central angle of $40^{\circ}11'44''$, an arc length of 38.58 feet, and a chord which bears South $73^{\circ}53'49''$ East, a distance of 37.80 feet;
2. North $86^{\circ}00'20''$ East, a distance of 30.50 feet;
3. North $40^{\circ}59'53''$ East, a distance of 4.23 feet;
4. North $85^{\circ}59'53''$ East, a distance of 365.16 feet to the POINT OF BEGINNING;

Thence 177.24 feet along the arc of a curve to the left, with a central angle of $10^{\circ}38'41''$, a radius of 954.00 feet, and whose chord bears North $78^{\circ}13'12''$ East, a distance of 176.99 feet to a point of tangency;

Thence North $72^{\circ}53'52''$ East, a distance of 174.73 feet, more or less to the westerly line of the parcel described in Reception No. 2009039936 in said records;

Thence South $03^{\circ}33'43''$ East, a distance of 1.82 feet more or less to the northerly boundary line of a parcel of land described in reception No. 2006069231 in said records;

Thence North $89^{\circ}26'16''$ East, a distance of 1.26 feet to the northeast corner of said parcel of land described in Reception No. 2006069231 in said records;

Thence South $03^{\circ}07'59''$ East along the easterly line of said parcel, a distance of 51.36 feet;


Thence North $85^{\circ}44'25''$ East along the southerly line of a parcel of land described as Parcel 2 in Reception No. 2009039936 in said records and continuing along said parcel of land described in Reception No. 2006069231, a distance of 32.58 feet more or less to a point on a curve on the westerly line of said right-of-way parcel dedicated and described in said Resolution No. 62, Series 2008;

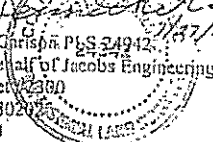
Thence 15.64 feet along said westerly line of said right-of-way parcel and the arc of a curve to the right, non-tangent with the previous course, with a central angle of $14^{\circ}20'13''$, a radius of 62.50 feet, and whose chord bears South $43^{\circ}54'56''$ West, a distance of 15.60 feet to a point on said northerly right-of-way line;

Thence South 85°59'53" West along said northerly right-of-way line, non-tangent with the previous course, a distance of 367.01 feet to the POINT OF BEGINNING.

Said Parcel No. 236B REV containing 9,393 square feet or 0.216 acre(s) of land, more or less.

Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD '83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NCS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977".

Prepared by 
Kenneth W. Christy, PLS 34942
For and on behalf of Jacobs Engineering Group, Inc.
707 17th Street, Suite 2300
Denver, CO 80202
303.820.5240



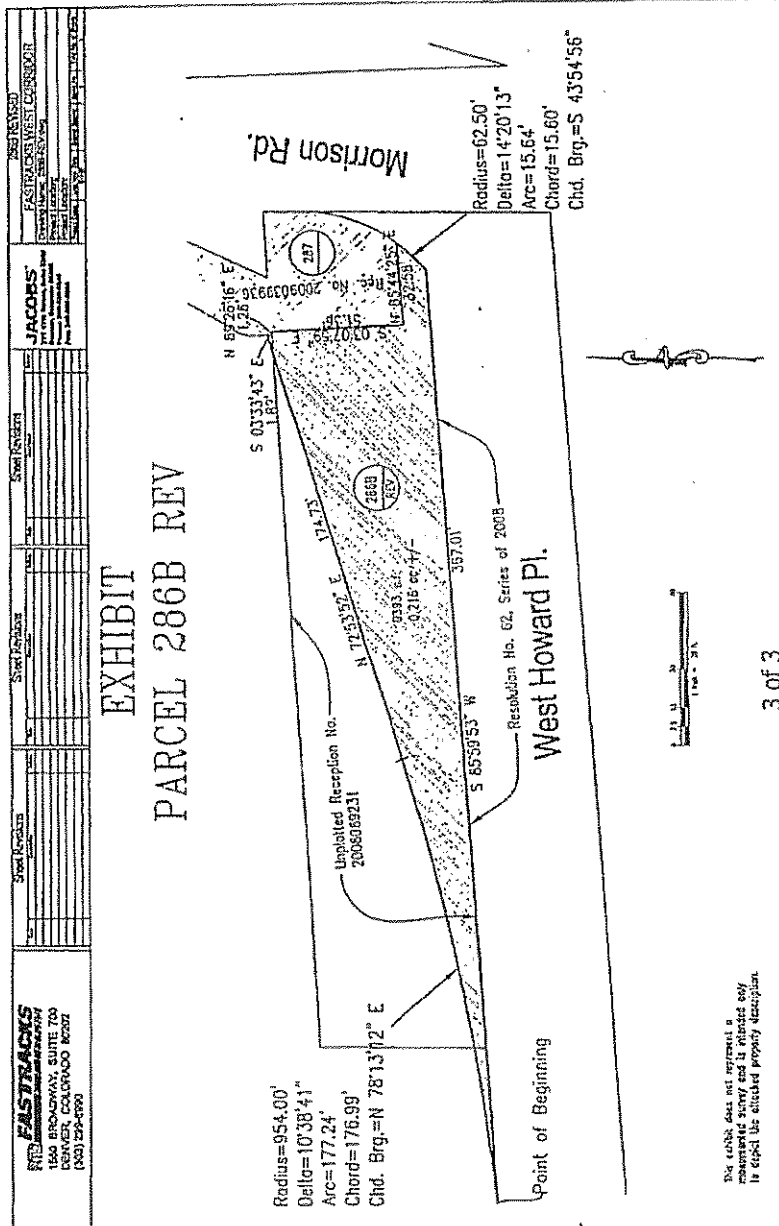


EXHIBIT "A-3"

PARCEL NUMBER: 286C REV1

Date: January 21, 2010

DESCRIPTION

Parcel No. 286C REV1 of the RTD West Corridor Light Rail Project, containing 32,673 square feet, being part of a parcel of land described in Reception No. 2002105109 in the records of the City and County of Denver Clerk and Recorder's Office and also being part of Block 1, Fairview as originally recorded in Plat Book 1 at Page 42 in the records of the Arapahoe County Clerk and Recorder's Office, and located in the Northwest Quarter of the Northeast Quarter of Section 5, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, and being more particularly described as follows:

COMMENCING at the northeast corner of Lot 13, said Block 1;
Thence South 89°23'33" West along the northerly line of said Block 1, a distance of 36.82 feet to the POINT OF BEGINNING;

THENCE S36°55'51"W non-tangent with the following described curve a distance of 72.73 feet;
THENCE along the arc of a curve to the right, having a central angle of 34°42'01", a radius of 378.90 feet, a chord bearing of S54°27'42"W a distance of 225.98 feet, and an arc distance of 229.47 feet;

THENCE S71°48'43"W tangent with the last described curve a distance of 35.29 feet to a point on the easterly line of Decatur Street;

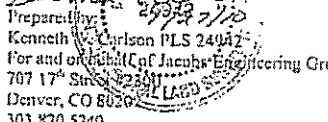
THENCE N00°26'20"W along said easterly line of Decatur Street a distance of 135.75 feet;

THENCE N75°56'01"E a distance of 51.45 feet to the intersection with said northerly line of Block 1;

THENCE N89°23'33"E along said northerly line a distance of 212.64 feet to the POINT OF BEGINNING.

Said Parcel 286C REV1 containing 32,673 square feet or 0.750 acre(s) of land, more or less.

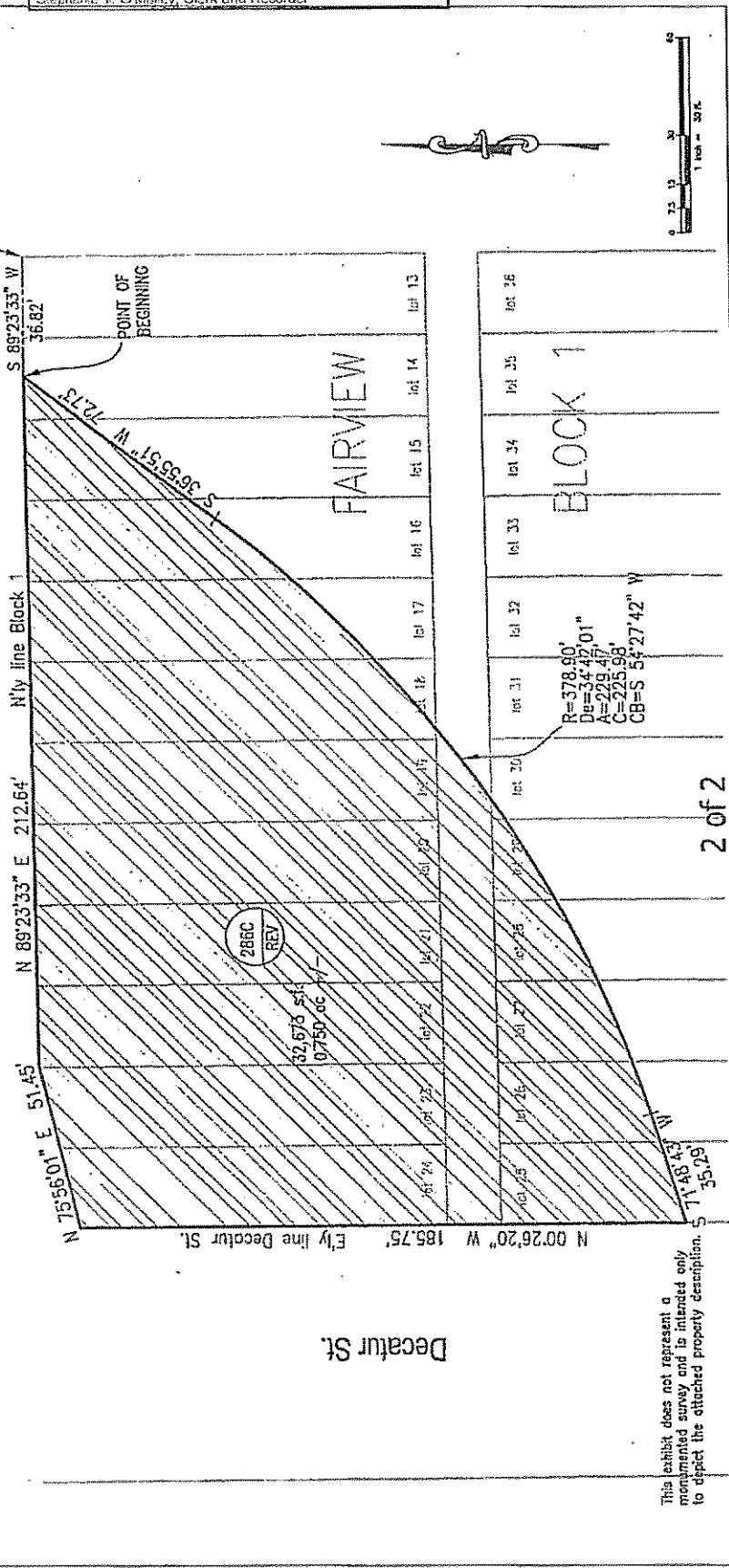
Basis Of Bearing: All bearings are based on the line connecting "Hard" to "Alameda" being a grid bearing of S87°54'44"E as obtained from a Global Positioning System (GPS) Survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD '83 (1992) Colorado State Plane (Central Zone). "Hard" (PID DE7958) is a Cooperative Base Network Control Station "A" Order Horizontal Mark monumented with a steel rod in access cover. "Alameda" (PID KK1393) is a National Geodetic Survey (NGS) First Order Horizontal Mark monumented with a 3.5" diameter brass cap set flush in concrete, cap stamped in part "Alameda 1977 CO N.S. 1100".


Prepared by: Kenneth W. Carlson PLS 24442
for and on behalf of Jacobs Engineering Group, Inc.
767 17th Street, Suite 2250
Denver, CO 80202
303.820.5240

FASTTRACKS 1560 BROADWAY, SUITE 700 DENVER, COLORADO 80202 (303) 299-6390		JACOBS 1625 17TH AVENUE, SUITE 100 DENVER, COLORADO 80202 PHONE: 303-733-4222 FAX: 303-733-4222		PARCEL 286C REV FASTTRACKS WEST CORRIDOR ORIGINAL MAP NO: 286C-2K-04-04 PROJECT LOCATION: NW 1/4 SEC 24 S 10 T 11 R 1 W PROJECT LOCATION: NW 1/4 SEC 24 S 10 T 11 R 1 W SHEET NO: 14 OF 14	
Sheet Revisions	Sheet Revisions	Sheet Revisions	Sheet Revisions	Sheet Revisions	Sheet Revisions

EXHIBIT PARCEL 286C REV

West Howard Pl.
 POINT OF COMMENCEMENT



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.



After Recording Return To:
John W. O'Dorisio, Jr., Esq.
Robinson Waters & O'Dorisio, P.C.
1099 -18th Street, Suite 2600
Denver, Colorado 80202

**THIRD PARTIAL RELEASE OF
LEASE AND MANAGEMENT AGREEMENT**

THIS THIRD PARTIAL RELEASE OF LEASE AND MANAGEMENT AGREEMENT (this "**Third Partial Release**") is entered into as of December 13, 2016, 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 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 City and County of Denver, State of Colorado (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 the 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 the 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**"), 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**"), and that certain Tenth Amendment to Lease and Management Agreement dated of even date herewith and to be recorded in the Records (the "**Tenth 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, the Ninth Amendment and the Tenth 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 release another portion of the real property subject to the Lease as set forth herein.

A G R E E M E N T

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. **Released Property.** The real property legally described on Exhibit A hereto, which is hereby incorporated by this reference (the "**Released Property**"), 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 Released Property. Except as specifically set forth herein, the Lease is hereby ratified and affirmed.

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

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

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

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

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

7. **Severability.** If any term or provision of this Third Partial Release proves to be invalid or unenforceable, all of the other terms and provisions of this Third Partial Release 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 Third Partial Release 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 Third Partial Release of Lease and Management Agreement as of the day and year first above written.

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.

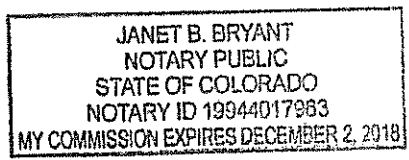
By: [Signature]
Name: Raymond T. Baker
Title: Chair

STATE OF COLORADO)
) ss.
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: 12-2-18

Witness my hand and official seal.



Janet B. Bryant
Notary Public

STADIUM MANAGEMENT COMPANY, LLC,
a Colorado limited liability company

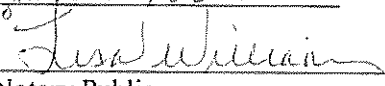
By: 
Richard P. Slivka,
General Counsel and Executive Vice President

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 12 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, 2016


Notary Public

LISA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024625
MY COMMISSION EXPIRES AUGUST 20, 2016

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

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:

COMMENCING 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 89°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 11434", AND BY THE NORTHEAST CORNER OF SAID SECTION 5 ON THE EAST, BEING A 3 1/4 INCH ALUMINUM CAP STAMPED "LS 13155", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 24°22'12" EAST A DISTANCE OF 600.61 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. 2007012648, 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. 2006082411, NORTH 86°17'32" EAST A DISTANCE OF 436.50 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 90°28'10", AND A CHORD WHICH BEARS SOUTH 48°28'23" EAST, 21.30 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°14'18" 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 60.00 FEET, A CENTRAL ANGLE OF 79°08'31", AND A CHORD WHICH BEARS SOUTH 36°19'58" WEST, 76.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE AS ESTABLISHED BY RESOLUTION NO. 62-2008 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°03'28" WEST, 117.35 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST HOWARD PLACE SOUTH 86°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°00'27" WEST A DISTANCE OF 30.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING 38.59 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 55.00 FEET, A CENTRAL ANGLE OF 40°12'03", AND A CHORD WHICH BEARS NORTH 73°53'31" WEST, 37.80 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°27'51" 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°52'19" EAST A DISTANCE OF 218.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.992 ACRES, MORE OR LESS.

