

REIMBURSEMENT AGREEMENT
UNITED STATES OLYMPIC MUSEUM
AND
COLORADO SPRINGS URBAN RENEWAL AUTHORITY

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into as of April 1, 2017, by and between UNITED STATES OLYMPIC MUSEUM, a Colorado nonprofit corporation (the “**USOM**”), and the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “**Financing Entity**”). The USOM and the Financing Entity are referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

The following recitals are incorporated in and are made part of this Agreement:

A. On or about December 16, 2013, the Colorado Economic Development Commission (the “**Commission**”) approved the application of the City of Colorado Springs for a regional tourism project referred to as the “City for Champions Project” pursuant to the Colorado Regional Tourism Act, Part 3 of Article 46, Title 24, C.R.S. (the “**Act**”), and subsequently adopted its Resolution No. 3, a true copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “**Resolution**”), in accordance with the Act.

B. By the Resolution, the Financing Entity was authorized to receive and utilize the state sales tax increment revenue dedicated for the Project (as defined in the Resolution) for the duration of the Financing Term (as defined in the Resolution). The Commission authorized the utilization of the state sales tax increment revenue by the Financing Entity pursuant to the Act and subject to the conditions of approval stated in the Resolution.

C. The USOM is the Project Element Sponsor (as defined in the Resolution) for the Project Element known as the U.S. Olympic Museum and Hall of Fame, as more particularly described in Exhibit B to the Resolution (the “**Museum**”).

D. Pursuant to the Resolution, the Financing Entity and the USOM entered into that certain Cooperation Agreement dated as of July 22, 2015 (the “**Cooperation Agreement**”), which Cooperation Agreement, among other things, delineates their relationship and the decision-making authority, and describes and governs the design, construction, ownership and maintenance of Eligible Improvements (as defined in the Cooperation Agreement) for the Museum. Unless otherwise defined herein, all capitalized terms in this Agreement shall have the meanings set forth in the Cooperation Agreement.

E. The City of Colorado Springs (the “**City**” or “**Applicant**”) and the USOM have entered into that certain Memorandum of Understanding dated as of April 1, 2017 (the “**MOU**”), whereby (i) the City agreed to allocate ten-sixteenths (10/16) of the 16% flexible MEAP, or 10% of the overall MEAP (the “**10% MEAP Allocation**”), to the Southwest Colorado Springs Downtown Infrastructure, (ii) the City and the USOM agreed combine the 42% MEAP associated with the Museum and the 10% MEAP Allocation for a total 52% MEAP to be pledged toward repayment of the Bonds (as defined below); and (iii) the City and the USOM agreed to

allocate proceeds from the Bonds for partial funding of both the Museum and the Southwest Colorado Springs Downtown Infrastructure Improvements.

F. Contemporaneously with the execution and delivery of this Agreement, the Financing Entity is entering into an Indenture of Trust dated as of April 1, 2017 (the “**Indenture**”) with UMB Bank, n.a., as Trustee (the “**Trustee**”), pursuant to which Indenture the Financing Entity will issue an aggregate amount of \$39,000,000 in Bonds (as defined in the Indenture), the proceeds of which will be allocated between the USOM and the City to fund the Eligible Costs of the Museum and the Southwest Colorado Springs Downtown Infrastructure as provided therein.

G. In connection with the Indenture, the USOM is entering into that certain Cooperation Agreement with the Trustee dated as of the date hereof (the “**Bond Cooperation Agreement**”) whereby the USOM has agreed to certain obligations relating to the Bonds.

H. The proceeds of the Bonds allocated to the Museum are insufficient to fund all the Eligible Costs associated with the Museum and the USOM will be required to pay substantial Eligible Costs from its own funds, including, without limitation, funds from the Corporation Account (as defined in the Indenture).

I. Subject to the terms and conditions of the Resolution and the Cooperation Agreement, Eligible Costs paid by the USOM are eligible for reimbursement from the Dedicated Revenue associated with the Museum.

J. The Financing Entity has agreed to reimburse the USOM for Eligible Costs paid by the USOM from the Dedicated Revenue allocated to the Museum to the extent permitted by the Resolution and the Act, all on the terms and conditions set forth herein.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants provided herein, the Financing Entity and the USOM agree as follows:

Section 1. Duties of USOM.

(a) Pursuant to Section 3.A. of the Cooperation Agreement, the USOM is required to document, certify and submit to the Financing Entity all Eligible Costs for which the USOM seeks reimbursement under the Act. In furtherance thereof, and to permit the Financing Entity to deliver to the Trustee the requisitions required by the Indenture, the USOM agrees to deliver to the Financing Entity payment requests for each requested disbursement and evidence substantiating any and all of the Eligible Costs indicated in such request, together with other documents as the Financing Entity may request, including, but not limited to, all documents required by the Indenture which are under the purview of the USOM.

(b) The USOM shall design, construct, own and maintain the Museum in accordance with the terms of the Resolution and the Cooperation Agreement. Without limiting the generality of the foregoing, the USOM shall comply in all respects with the terms and conditions

of Section 4 "Design, Construction, Ownership and Maintenance of the Museum" and Section 5 "Reports and Meetings" of the Cooperation Agreement.

(c) The USOM will comply with all federal, state and local statutes, laws, ordinances and regulations applicable to the design, construction, ownership and maintenance of the Museum, including, without limitation, all applicable City codes, ordinances and planning requirements with regard to development and construction of the Museum. The USOM further hereby reaffirms its other obligations under the Cooperation Agreement, including, without limitation, the obligations to comply with the Act and the Resolution.

Section 2. Reimbursement of Eligible Costs.

(a) Reimbursement Obligation. Provided that the USOM has complied and is in compliance with the terms and conditions of this Agreement, the Financing Entity shall reimburse the USOM for Eligible Costs, but solely from Pledged Revenues, plus interest thereon as provided herein (the "**Reimbursement Obligation**"). For purposes of this Agreement, "**Pledged Revenues**" means the dollar amount equal to forty-two percent (42%) of the Dedicated Revenue paid to the Financing Entity by the State less amounts transferred to the Financing Entity's administrative account; provided that in no event shall the Pledged Revenues exceed \$50,610,000 (i.e., 42% of the aggregate cap of \$120,500,000 as provided in the Resolution) (the "**USOM Cap**"), and provided further that the Pledged Revenues may be subject to adjustment pursuant to the terms of the Resolution, by mandatory redemption or otherwise.

(b) Subordination of Obligation. The USOM acknowledges that the Pledged Revenues constitute a portion of the revenue available for repayment of the Bonds pursuant to the Indenture. The Parties acknowledge and agree that the Reimbursement Obligation and the pledge of the Pledged Revenues as set forth below are subject and subordinate at all times to the terms and conditions of the Indenture, the payment obligation of the Bonds and the lien of the pledge of the Pledged Revenues under the Indenture. The Parties further acknowledge and agree that the Pledged Revenues available for payment of the Reimbursement Obligation shall be reduced by the amount of the Pledged Revenues paid in repayment of the Bonds. So long as any Bonds remain outstanding (as defined in the Indenture), no payments shall be made toward the Reimbursement Obligation. The provisions of this paragraph shall apply to any bonds issued in refunding or refinancing the Bonds and any amendments, restatements, supplements, extensions, replacements or other modifications of the Indenture from time to time.

(c) Certification of Eligible Costs. The USOM agrees to provide all documentation reasonably requested by the Financing Entity to certify and document the Eligible Costs in satisfaction of Financing Entity's obligations under the Resolution and the Indenture. The Parties acknowledge that the requisition procedures set forth in the Indenture were intended to satisfy the requirements in the Resolution regarding certification and approval of Eligible Costs. Eligible Costs requisitioned and certified pursuant to the Indenture and paid out of the Corporation Account will be presumed to be Eligible Costs for purposes of the Reimbursement Obligation. Any costs incurred by the USOM relating to the Museum and paid from USOM funds other than the Corporation Account must be certified through the Financing Entity as Eligible Costs pursuant to the Resolution in order to be eligible for reimbursement pursuant to this Agreement.

(d) Records. The Reimbursement Obligation shall begin to accrue simple per annum interest at the rate applicable to the Bonds plus one-half of one percent (0.50%) from the time the applicable Eligible Costs are certified. The Financing Entity will keep records of the certified Eligible Costs and the amounts owing under the Reimbursement Obligation. In the event of any dispute regarding the amount owing under the Reimbursement Obligation, the records of the Financing Entity will be controlling, provided that, in the event of any dispute over amounts owing under the Reimbursement Obligation, the Financing Entity shall give good faith consideration to materials and records provided by the USOM to substantiate and certify previously uncertified Eligible Costs. The Financing Entity will make its records of certified Eligible Costs and amounts owing under the Reimbursement Obligation available to the USOM upon reasonable request. Payment of interest on the Reimbursement Obligation is subject to receipt of an opinion from the External Financial Advisor as provided in the Cooperation Agreement.

(e) Pledge of Pledged Revenues. The Reimbursement Obligation shall be a special and limited obligation of the Financing Entity payable solely from the Pledged Revenues. The Financing Entity hereby irrevocably pledges the Pledged Revenues to payment of the Reimbursement Obligation. The Pledged Revenues, when and as received by the Financing Entity shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The obligation to reimburse USOM for Eligible Costs, which obligation is evidenced by this Agreement, is and shall be a special and limited obligation of the Financing Entity secured by an irrevocable pledge of, and payable as to principal and interest thereon, solely from the Pledged Revenues. USOM may not look to any general or other fund of the Financing Entity for the payment of principal of or interest thereon except the Pledged Revenues. Principal of and interest on the Reimbursement Obligation shall not constitute an indebtedness, financial obligation or liability of the City or the State or any county, municipality or public body thereof, and neither the City, the State nor any political subdivision thereof shall be liable thereon, nor in any event shall the principal of or interest on the Reimbursement Obligation be payable out of any funds or properties other than the Pledged Revenues. Further, the Reimbursement Obligation shall not constitute a debt, indebtedness, financial obligation or liability of the City within the meaning of any constitutional, statutory or charter debt limitation or provision.

(f) Financial Obligation. The Reimbursement Obligation established by this Agreement is and shall be financial obligation of the Financing Entity and constitutes a "Bond" as such term is used under the Resolution. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. Creation, perfection, enforcement and priority of the pledge of the Pledged Revenues as provided herein shall be governed by Section 11-57-208, C.R.S. and this Agreement. Other than the pledge of the Pledged Revenues under the Indenture, the lien of the pledge on the Pledged Revenues under this Agreement and the obligation to perform the contractual provisions made herein shall have priority over any of all other obligations and liabilities of the Financing Entity with respect to the Pledged Revenues.

(g) Payment of Reimbursement Obligation. So long as the Reimbursement Obligation is outstanding, and subject to the subordination set forth above and the other terms and conditions of this Agreement, the Financing Entity shall remit to the USOM all Pledged Revenues on deposit with the Financing Entity in the Museum Sub-Account of the Special Fund as and when available for payment of the Reimbursement Obligation. Any such Pledged

Revenues remitted by the Financing Entity to the USOM shall be applied first to the payment of interest due on the Reimbursement Obligation and then to the payment of principal due on the Reimbursement Obligation. The Financing Entity shall remit the Pledged Revenues to USOM by wire transfer unless otherwise directed in writing by USOM.

(h) Termination of Reimbursement Obligation. Notwithstanding any other provision contained herein, any accrued interest and outstanding principal due on the Reimbursement Obligation as of the earlier of (i) the date that is thirty (30) years from the date hereof for which the Financing Entity does not have available Pledged Revenues to pay any Reimbursable Costs, (ii) such time as the USOM Cap is reached, or (iii) such time as Pledged Revenues are otherwise no longer available, will be fully discharged and satisfied as of that date notwithstanding such nonpayment. Any such nonpayment shall not constitute an event of default hereunder. If the Reimbursement Obligation has been discharged pursuant to this paragraph, then the Financing Entity's obligation to reimburse USOM for Eligible Costs shall be deemed satisfied hereunder and USOM shall have no further rights to reimbursement under this Agreement.

Section 3. Consent to Bond Issue. Pursuant to Section 6.A. of the Cooperation Agreement, the USOM is required to consent in writing to any Bonds (as such term is used in the Cooperation Agreement) issued in reliance on any Dedicated Revenue from the Sub-Account for the Museum. Pursuant thereto, by the execution and delivery of this Agreement, the USOM hereby consents to the issuance of the Bonds (as such term is used in the Indenture) upon the terms and conditions of the Indenture, the Bond Cooperation Agreement, the MOU and the other documents and instruments executed and delivered therewith and agrees to comply with such documents and instruments in all respects.

Section 4. Insurance.

(a) Completion of Construction. For purposes of this Section, "Completion of Construction" means construction acceptance in accordance with applicable laws, ordinances and regulations of the City and any other governmental entity or public utility with jurisdiction, subject to any applicable conditions of maintenance and warranty.

(b) Insurance Prior to Completion of Construction. At all times while the USOM is engaged in preliminary work on the Museum, and until Completion of Construction, the USOM shall maintain or cause to be maintained, and upon request, shall provide the Financing Entity with proof of payment of premiums and certificates of insurance as follows:

(i) Builder's risk insurance (with a deductible in an amount comparable to the deductibles carried by the USOM on builder's risk insurance policies for similar projects) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors completed operations and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than \$2,000,000. Such insurance may carry a deductible in an amount comparable to

deductibles carried by the USOM on liability insurance policies for similar projects.

(iii) Worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

(iv) The policies of insurance required under subparagraphs (i) through (iii) above shall be reasonably satisfactory to the Financing Entity, placed with financially sound and reputable insurers.

(c) Insurance after Completion of Construction. From the Completion of Construction of the Museum and until the establishment of a Completion Date, as established pursuant to that certificate to the Trustee described in Section 4.04 of the Indenture (the "**Certificate of Completion**"), the USOM shall maintain or cause to be maintained, and upon request of the Financing Entity shall furnish proof of the payment of the premiums on insurance against loss and/or damage to the Museum covering such risks as are ordinarily insured against by similar businesses, including (without limitation) fire, extended coverage, vandalism and malicious mischief, boiler explosion, water damage, and collapse in an amount not less than full insurable replacement value of the Museum (determined by the USOM with the carrier on an "agreed-amount" basis); provided, such policy may have a deductible in an amount comparable to deductibles carried by the USOM on such insurance policies for similar projects. All such insurance policies shall be issued by responsible companies selected by the USOM. The USOM will deposit annually with the Financing Entity copies of policies or certificates evidencing or stating that such insurance is in force and effect.

(d) Repair or Reconstruction of Museum. The USOM shall immediately notify the Financing Entity of any damage to the Museum exceeding \$10,000. If the Museum is damaged or destroyed by fire or other casualty prior to the issuance of a Certificate of Completion, the USOM, within one hundred twenty (120) days after such damage or destruction, shall proceed forthwith to repair, reconstruct and restore the damaged Museum to substantially the same condition or value as existed prior to the damage or destruction, and the USOM will apply the proceeds of any insurance relating to such damage or destruction to the payment or reimbursement of the costs of such repair, reconstruction and restoration (unless other terms and disposition are agreed to between the USOM and the Financing Entity).

Section 5. Notices. Written notifications under this Agreement shall be made by certified mail at the following addresses:

USOM:

United States Olympic Museum
Attn: Richard Celeste
PO Box 681
Colorado Springs, CO 80902

FINANCING ENTITY:

Colorado Springs Urban Renewal Authority
c/o Executive Director
30 S. Nevada Ave., Suite 502
Colorado Springs, CO 80903

To change an address in this Agreement, a written *notice of same* must be submitted by certified mail to the other Party.

Section 6. Further Assurances. The Parties shall each cooperate with each other to take all additional actions and execute and deliver all additional documents necessary or desirable to effectuate the provisions and spirit of this Agreement. Without limiting the foregoing, the USOM will cooperate with the Financing Entity to the extent necessary and reasonable to allow the Financing Entity to comply with its obligations under the Indenture.

Section 7. Miscellaneous.

(a) No Impairment. During the Financing Term, the Financing Entity not shall enter into any agreement or transaction which impairs the rights of the Commission under the Resolution.

(b) Defense of Litigation. Each Party shall cooperate with the other Party and/or the Commission in taking reasonable actions to defend against any litigation brought by any third party against the Financing Entity, the Applicant and/or Commission concerning the Project, the Eligible Improvements, this Agreement or the Resolution.

(c) Default. Time is of the essence. In the event of a default hereunder the non-defaulting Party must give the defaulting Party notice of such default and a reasonable opportunity to cure such default. In the event the defaulting Party does not cure such default within the cure period, the default will be deemed a breach and the non-defaulting Party shall be entitled to all available remedies at law and in equity, or, if applicable, this Agreement. No commissioner, council member, official, employee, attorney, or agent of the Financing Entity or the USOM shall be personally liable under this Agreement.

(d) Heading, Captions. The headings or captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(e) Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is reasonably necessary to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

(f) Integration and Amendment. This Agreement represents the entire agreement between the Parties with respect to the matters contained herein and there are no oral or collateral agreements or understandings between the Parties with respect to the subject matter. This Agreement may be amended only by an instrument in writing executed by the Parties; provided,

however, that in the event of any amendment, supplement, clarification or modification of any term or condition of the Resolution by the Commission, to the extent such term or condition is the same as, or substantially similar to, a term or condition of this Agreement, such term or condition of this Agreement shall be deemed automatically amended, supplemented, clarified or modified to the same extent as such term or condition is amended, supplemented, clarified or modified in the Resolution. In the case of any conflict between the terms and conditions of this Agreement and the Resolution, the terms and conditions of the Resolution shall control.

(g) Waiver. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(h) Governing Law. This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado. Court jurisdiction for any litigation arising under this Agreement shall be exclusively in the District Court for the Fourth Judicial District of Colorado, El Paso County, Colorado.

(i) Binding Effect. This Agreement shall inure to the benefit of and be binding on the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this Section shall be construed to permit the assignment of this Agreement.

(j) Assignment. This Agreement may not be assigned without the express prior written consent of the Parties. The Financing Authority shall not unreasonably withhold its consent to assignment by the USOM of its rights under this Agreement as collateral to secure obligations of the USOM incurred to fund Eligible Costs of the Hall of Fame Project.

(k) Third Party Beneficiaries. It is specifically agreed between the Parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement. The Financing Entity specifically does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., as now written or amended in the future.

(l) No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

(m) Severability. If any provision of this Agreement as applied to any Party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity or enforceability of the Agreement as a whole.

(n) Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in

good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

(o) Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

(p) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first written above.

UNITED STATES OLYMPIC MUSEUM, a
Colorado nonprofit corporation

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

By: Richard F. Celeste
Name: Richard F. Celeste
Its: Chairman

By: Wynne Palermo
Wynne Palermo
Chair