

CONTINUING DISCLOSURE AGREEMENT

COLORADO SPRINGS URBAN RENEWAL AUTHORITY

SUBORDINATE TAX INCREMENT REVENUE BONDS (UNIVERSITY VILLAGE PROJECT REFUNDING), SERIES 2016B

This Continuing Disclosure Agreement (this “Agreement”) is entered into as of August __, 2016, by and among the Colorado Springs Urban Renewal Authority (the “Authority”), North Nevada Retail Ventures, LLC, a Colorado limited liability company (the “Developer”) and UMB Bank, n.a. Denver, Colorado, as trustee (the “Trustee”) under the Indenture (defined below) relating to the above captioned bonds (the “Bonds”).

Section 1. Purpose. This Agreement is being executed and delivered by the parties hereto for the benefit of the holders of the Bonds and in consideration for the purchase by D.A. Davidson & Co. (the “Underwriter”) of the Bonds pursuant to the terms of a Bond Purchase Agreement between the Underwriter and the Authority dated as of _____, 2016.

Section 2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings set forth in the Indenture (defined below) and the Limited Offering Memorandum (defined below). The capitalized terms set forth below shall have the following respective meanings for purposes of this Agreement:

“*Audited Financial Statements*” means the Authority’s most recent annual financial statements, prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”), which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Colorado.

“*Beneficial Owner*” means any person for which a Participant acquires an interest in the Bonds.

“*Bond Resolution*” means the resolution authorizing the issuance of the Bonds adopted by the Board of Commissioners of the Authority.

“*Indenture*” means the Indenture of Trust (Subordinate) dated as of _____, 2016, between the Trustee and the Authority.

“*Limited Offering Memorandum*” means the Limited Offering Memorandum prepared in connection with the offer and sale of the Bonds dated _____, 2016.

“*MSRB*” means the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“*Municipal Advisor*” means an independent registered municipal advisor as defined in 17 C.F.R. Section 240.15Ba1-1(d)(1)(vi)(A).

“*Participant*” means any broker-dealer, bank, or other financial institution from time to time for which DTC (as defined in the Indenture) or another Depository (as defined in the Indenture) holds the Bonds.

“*Report*” means any report provided by the Authority pursuant to, and as described in, Section 3 of this Agreement.

Section 3. Requirement for Quarterly or Annual Reports.

(a) ***Provision of Information to Trustee.*** The Developer and the Authority hereby undertake and agree to provide certain information specified below to the Trustee on the dates specified below.

(i) Annual Reports.

A. The Authority shall provide Reports to the Trustee not less than 225 days after each January 1, and such Reports are referred to herein as the “Annual Reports” (i.e., Annual Reports are due no later than August 15).

(b) ***Provision of Reports to the MSRB.*** Within 10 days after receipt of each Report from the Authority and Developer, the Trustee shall provide to the MSRB (in an electronic format as prescribed by the MSRB) the Report. Each Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) above.

If the Authority or the Developer fails to provide to the Trustee a Report by the dates required in Section 3(a), which results in the Trustee’s inability to provide a Report to the MSRB by the date required, the Trustee shall file or cause to be filed a notice in substantially the form attached as Appendix B with the MSRB.

In addition to the foregoing, the Trustee shall, prior to the date of each filing of a Report, determine the appropriate electronic format prescribed by the MSRB. After the Trustee files a Report or the notice described in the preceding paragraph with the MSRB, the Trustee shall upon request send a report to the Authority and the Developer stating the date that such Report or notice was filed and listing all the entities to which it was provided.

(c) ***Means of Transmitting Information.*** Subject to technical and economic feasibility, the Authority and the Developer shall employ such methods of information transmission as the Trustee shall reasonably request. All documents provided to the MSRB pursuant to this Agreement shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Agreement, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

Section 4. Notice of Material Events. Whenever the Authority obtains actual knowledge of the occurrence of any of the following events, the Authority shall cause the Trustee to provide, in a timely manner, a notice of such event to the MSRB:

(a) The failure or refusal by the Authority to collect and apply the Subordinate Pledged Revenue as required by the Indenture;

(b) Any other Event of Default occurs under the Indenture, including a description of such default;

(c) A non-payment related default under the Indenture (if the Authority deems such default to be material to the Owners), including a description of such default;

(d) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(e) Modifications to rights of Bond owners, if material;

(f) Bond calls and tender offers; and

(g) Defeasances.

Whenever the Trustee obtains actual knowledge of the occurrence of any of the aforementioned events, the Trustee shall promptly notify the Authority of such event. For purposes of this paragraph, “actual knowledge” of the Trustee means actual knowledge by an officer of the Trustee having responsibility for matters regarding the Indenture or the Bonds.

Section 5. Termination.

(a) The obligations of the Authority, the Developer and the Trustee shall terminate at such time as none of the Bonds are Outstanding under the Indenture.

Section 6. Liability for Content of Information Provided. So long as the parties to this Agreement act in good faith, such entities shall not be liable for any errors, omissions or misstatements in the information provided pursuant to this Agreement. Without limiting the foregoing, the Authority makes no representation as to the accuracy of any information provided by the Developer.

Section 7. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may only be amended with the consent of the majority of the Owners of the Bonds then Outstanding.

Section 8. Failure to Perform.

(a) Any failure by the Authority to perform in accordance with this Agreement shall not constitute an Event of Default under the Indentures, and the rights and remedies provided by the Indentures upon the occurrence of an Event of Default shall not apply to any such failure. If

the Authority fails to comply with this Agreement, any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority to comply with its obligations hereunder.

(b) If the Developer fails to comply with this Agreement, the Authority, within 10 business days of receipt of notice in substantially the form attached as Appendix B from the Trustee, shall be obligated to update Section 1(a)(2) and 1(b)(2) of Appendix A, to the extent such information is publicly available.

(c) Furthermore, if the Developer fails to comply with this Agreement, any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Developer to comply with its obligations hereunder.

Section 9. Severability. If any section, paragraph, clause, or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 11. Compensation. As compensation for its services under this Agreement, the Trustee shall be compensated or reimbursed by the Authority for its reasonable fees and expenses in performing the services specified under this Agreement.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Authority, the Developer, the Trustee, the Underwriter, and the Beneficial Owners from time to time of the Bonds, shall create no rights in any other person or entity.

Section 13. Trustee. The Trustee shall have only such duties as are specifically set forth in this Agreement, and the Authority agrees, to the extent permitted by law, to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performances of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim or liability, but excluding liabilities due to the Trustee's gross negligence or willful misconduct. The Trustee may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Authority. The Trustee shall not be responsible in any manner for the content of any notice or Report prepared by the Authority or the Developer pursuant to this Agreement. The obligations of the Authority under this Section shall survive resignation or removal of the Trustee and payment of the Bonds.

Section 14. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Assignment. The covenants and conditions herein contained apply to an bind the heirs, successors, executors, administrators and assigns of the parties hereto.

[Signature Page Follows]

This CONTINUING DISCLOSURE AGREEMENT is executed as of the date first set forth above.

**COLORADO SPRINGS URBAN RENEWAL
AUTHORITY**

By: _____
Authorized Representative

UMB BANK, n.a., as Trustee

By: _____
Authorized Officer

NORTH NEVADA RETAIL VENTURES, LLC,
a Colorado limited liability company

By: Kratt Management Company, LLC, a
Colorado limited liability company, its
executive manager

By: _____
Name: Kevin M. Kratt
Title: Manager

**APPENDIX A
(TO CONTINUING DISCLOSURE AGREEMENT)**

FORM OF REPORT

COLORADO SPRINGS URBAN RENEWAL AUTHORITY

**SUBORDINATE TAX INCREMENT REVENUE BONDS
(UNIVERSITY VILLAGE PROJECT REFUNDING), SERIES 2016B**

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (“Agreement”) entered into as of August __, 2016, by and among Colorado Springs Urban Renewal Authority (the “Authority”), North Nevada Retail Ventures, LLC, a Colorado limited liability company (the “Developer”) and UMB Bank, n.a., Denver, Colorado, as trustee (“Trustee”) for the above captioned bonds (the “Bonds”). Unless otherwise stated, all information contained herein is the most current information available as of the Date of Report specified above.

Section 1. Lease Status Report [Developer to complete].

(a) Since the date of the last Quarterly Report, the following leases have been entered into by the Developer or related entities [describe tenant, location on the Site, square feet leased, lease rate, length of lease, and intended use of the leased property]:

Store	Square Foot Leased	Rent	Term	Location	Intended Use

Section 2. Audited Financial Statements [Authority to complete].

(a) The Audited Annual Financial Statements of the Authority for the previous year shall be attached to the Report:

The information contained in this Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Report is neither intended nor shall be construed as a document updating the Limited Offering

Memorandum for the Bonds, and is neither intended to, nor shall it be, used by the owners or beneficial owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Report by any person or entity shall create no obligation or liability of the Authority, the Developer or the Trustee.

The undersigned hereby certify, respectively, that they are authorized representatives of the Authority, the Developer and the Trustee, and further certify on behalf of the following entities that the information contained in the foregoing Report is, to their actual knowledge, true, accurate and complete. This Report may be executed below on counterpart signature pages.

**COLORADO SPRINGS URBAN RENEWAL
AUTHORITY**

By: _____
Authorized Representative

NORTH NEVADA RETAIL VENTURES, LLC,
a Colorado limited liability company

By: Kratt Management Company, LLC, a
Colorado limited liability company, its
executive manager

By: _____
Name: Kevin M. Kratt
Title: Manager

[Signature/Certification Page to Report]

**APPENDIX B
(To Continuing Disclosure Agreement)**

NOTICE OF FAILURE TO FILE REPORT

Name of Issuer: COLORADO SPRINGS URBAN RENEWAL AUTHORITY
Name of Bond Issue: COLORADO SPRINGS URBAN RENEWAL AUTHORITY
SUBORDINATE TAX INCREMENT REVENUE BONDS
(UNIVERSITY VILLAGE PROJECT REFUNDING), SERIES
2016B

CUSIP:

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that (check as appropriate) [] Authority [] Developer has not provided a Report with respect to the above-named [2016B Bonds] as required by the Continuing Disclosure Agreement dated _____, 2016, between the Authority, the Developer and the Trustee.

The (check as appropriate) [] Authority [] Developer anticipates that the Report will be filed by _____.

Dated: _____, 20____

UMB Bank, n.a., as Trustee

By: _____
Its: _____