

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “*Agreement*”), dated as of the Effective Date (defined below), is between the City and County of Denver, a Colorado municipal corporation and a home rule city (“*City*”), and Lifespan Local LLC, a Colorado limited liability company (“*Seller*”). The City and Seller are collectively referred to herein as the “*Parties*.”

1. Defined Terms; Interpretation.

(a) Definitions of certain defined terms are provided throughout the text of this Agreement. Defined terms listed in this Section 1 have the meaning assigned to them below.

Building means the building or buildings that are located or will be constructed on the Land that include the Unit.

Declaration means the planned community declaration for the Project to be recorded in the Official Records prior to Closing.

Escrow Agent means Land Title Guarantee Company.

Force Majeure means casualties, acts of God, labor difficulties, material or fuel shortages, delays in obtaining building permits, any actions or moratoriums by federal, state or local authorities having jurisdiction over the Property affecting Seller's ability to perform, interruptions in the supply of utilities, war, civil disorder, fire, inclement weather, accidents, strikes, labor and material shortages, interference by the elements, riots, fire, pandemics, diseases, public health orders, or other conditions beyond the control of Seller.

Unit means the unit, according to the Declaration and the Map, to be constructed or rehabilitated on the Land as part of the Project, as identified in the Plans and Specifications referenced in Schedule 2, to contain approximately 6,000 square feet located on the first floor of the Building.

Land means the tract or tracts of land described in Schedule 1 to this Agreement and all related rights and appurtenances.

Map means the planned community map for the Project to be recorded in the Official Records prior to Closing.

Official Records means the real property records of the City and County of Denver, Colorado.

Permitted Exceptions means (i) those matters shown on the Title Commitment that are either (1) not Title Objections timely identified in an Objection Notice pursuant to Section 7 hereof, or (2) Title Objections which Seller has elected not to remove or cure, or has been unable to remove or cure, to the extent City has elected to take title subject to such Title Objections (or is deemed to have elected to take title subject to such Title Objections) pursuant to Section 7 hereof, (ii) the Declaration and the Map, (iii) property taxes and assessments not delinquent as of Closing, (iv) utility easements for service to the Project (including easements to replace existing

easements for facilities that are to be relocated, if any), (v) permit-related title documents, and (vi) matters created by City or not objected to by City. Notwithstanding anything to the contrary contained herein, prior to Closing, Seller shall discharge and remove any deed of trust, construction finance liens, contractor liens, materialman's liens and any and all other monetary liens encumbering title to the Unit.

Plans and Specifications means the plans and specifications for the Unit as described on Schedule 2 to this Agreement, together with all modifications thereof permitted by this Agreement.

Project or Property means the real estate development to be constructed and rehabilitated on the Land. When the context requires, the term "*Project*" or "*Property*" includes the Land.

Purchase Price means FIVE MILLION NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$5,950,000.00).

Title Company means Land Title Guarantee Company.

(b) When the context so requires in this Agreement, words of one gender include one or more other genders, singular words include the plural, and plural words include the singular. Use of the words "include" and "including" are intended as an introduction to illustrative matters and not as a limitation. References in this Agreement to "Sections" are to the numbered subdivisions of this Agreement, unless another document is specifically referenced. The word "party" when used in this Agreement means either City or Seller unless another meaning is required by the context. The word "person" includes individuals, entities and governmental authorities. The word "governmental authority" is intended to be construed broadly and includes governmental agencies, instrumentalities, bodies, boards, departments and officers and individuals acting in any official capacity. The word "laws" is intended to be construed broadly and includes all codes, statutes, rules, regulations, pronouncements, case law, requirements, orders, directives, decisions, decrees, judgments and formal or informal guidance or interpretations of any court or governmental authority.

2. Agreement to Construct and Purchase.

Provided the City has not terminated this Agreement in accordance with Section 4(b), Seller agrees to construct the Unit in accordance with the terms of this Agreement. Upon Completion of the Work, as defined below, City agrees to purchase the Unit from Seller, and Seller agrees to sell the Unit to City, all on, and subject to compliance with, the applicable terms provided in this Agreement.

3. Purchase Price.

(a) The total purchase price to be paid by City for the Unit is FIVE MILLION NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$5,950,000.00) (the "***Purchase Price***"). Seller shall be responsible for all closing prations payable by the Seller hereunder, or otherwise customarily payable by a seller in the City and County of Denver, Colorado.

(b) City shall deposit the sum of Five Hundred Thousand Dollars (\$500,000) (the “**Deposit**”) in immediately available funds into Escrow with Escrow Agent within ten (10) business days after the Effective Date. Escrow Agent shall hold the Deposit in one or more FDIC insured accounts in institutions as directed by City and reasonably acceptable to Seller. If City does not timely make the Deposit, then at any time thereafter Seller may terminate this Agreement at any time prior to City actually making the Deposit by giving written notice of termination to City and Escrow Agent. If the transaction contemplated by this Agreement is consummated as contemplated hereunder, the Deposit, together with all interest earned thereon, shall be paid to Seller at Closing and shall be credited against the Purchase Price. City shall pay the remainder of the Purchase Price in immediately available federal funds at the Closing.

(c) Seller and City agree that the duties of Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with this Agreement, and in performing its duties, Escrow Agent shall not be liable for (a) any loss, costs or damage which it may incur as a result of serving as escrow agent hereunder, except for any loss, costs, or damage arising out of its willful misconduct or gross negligence, (b) any action taken or omitted to be taken in reliance upon any document, including any written instructions provided for in this Agreement, which the Escrow Agent shall in good faith believe to be genuine (c) the form, execution, validity, value, or genuineness of any document deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document and (d) any loss or impairment of the Deposit deposited with a federally insured financial institution, resulting from the failure, insolvency, or suspension of the depository.

(d) In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Deposit, or in the event that Escrow Agent receives conflicting instructions from City and Seller with respect to the Deposit, Escrow Agent shall not be required to disburse the Deposit and may, at its option, continue to hold the Deposit until both City and Seller agree as to its disposition, or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may interplead the Deposit in accordance with the laws of the State of Colorado.

4. Inspection Period.

(a) Seller agrees that during the period commencing on the Effective Date and ending 60 days after the Effective Date at 5:00 p.m. Mountain Time (the “**Inspection Period**”), City and City’s employees, agents, engineers, and contractors, at City’s sole expense, shall have the right to enter upon the Land to inspect, examine, and otherwise do that which City may deem desirable in order to determine the suitability of the Land and the Unit for City’s intended use, including the right to perform what is commonly known as a “Phase I Environmental Assessment”. The aforementioned activities (“**Activities**”) shall not include, and City shall not conduct, any Phase II environmental site assessment, soil borings, or similar tests at the Project without the prior written consent of Seller, which Seller may withhold in its sole, absolute and unfettered discretion. In the event that Seller consents to a Phase II environmental site assessment, City agrees that it shall abide by the terms and conditions provided by Seller in for such Phase II environmental site assessment. City shall first consult with Seller prior to initiating such Activities, and the parties agree to work together in good faith to establish assessment

procedures that address the City's questions and concerns while protecting the Project. City shall pay any and all costs or expenses incurred in relation to the inspections and studies described herein. Such payment obligation shall expressly survive the Closing or any other termination of this Agreement. City shall cause any contractor or agent of City entering the Land for any Activities to deliver to Seller a certificate of insurance, in form and contents and with a licensed insurance company acceptable to Seller, evidencing the existence of coverage, on an occurrence basis in an amount not less than Two Million Dollars (\$2,000,000.00). Such certificate must name Seller as an additional insured.

(b) Prior to the expiration of the Inspection Period, City may give written notice to Seller and the Title Company that City has terminated this Agreement for any reason or no reason, whereupon this Agreement shall be automatically terminated, the Deposit shall be immediately returned to City and thereafter Seller and City shall have no further obligations or liabilities to each other under this Agreement other than obligations of City and Seller that, by the express provisions of this Agreement, expressly survive the termination of this Agreement.

5. Construction of the Unit.

(a) Provided that City has not terminated this Agreement in accordance with Section 4(b), Seller shall at all times prosecute the construction of the Unit with all due diligence substantially in accordance with the Plans and Specifications and otherwise in accordance with this Agreement. Seller shall use commercially reasonable efforts to substantially complete such construction within 12 months after commencement of construction (the "***Anticipated Substantial Completion Date***"). The Anticipated Substantial Completion Date is an estimate and is not guaranteed by Seller. For purposes of this Section, "commencement of construction" shall mean the commencement of the framing of the Unit and Seller shall promptly provide written notice thereof to City. Promptly following substantial completion of the Unit, Seller will deliver written notice thereof to City (the "***Completion Notice***"). If Seller has not delivered a Completion Notice within 22 months after commencement of construction, subject to delays resulting from Force Majeure, then Seller shall not be in default of this Agreement, but thereafter City may elect to terminate this Agreement by delivering written notice of such termination to Seller prior to receipt of the Completion Notice, and the Deposit shall immediately be refunded to City and the parties will be released from all obligations under this Agreement with the exception of those that expressly survive termination. City acknowledges that as of Closing, and for a reasonable period of time thereafter, subsequent construction of portions of the Project may not be completed. The incompleteness of any such areas and the ongoing construction related thereto or other construction at or around the Project shall not delay Closing.

(b) With prior written notice to City, and so long as any substitutions and modifications are equivalent or superior to what is specified in the Plans and Specifications, Seller may substitute materials and make other modifications to the Plans and Specifications for the purposes of: (a) resolving unworkable design or construction situations; (b) accommodating unknown or unforeseen site conditions, (c) making substitutions for materials so long as the replacement materials are equivalent or superior to the materials originally specified in the Plans and Specifications; and (d) making substitutions for materials in the event of a discontinuation of such materials by their manufacturer or supplier, or in the event such materials are unavailable within Seller's construction timeline or Seller's ability to obtain such materials becomes

commercially impracticable. In addition to being equivalent or superior to what is specified in the Plans and Specifications, the substitutions or modifications will not significantly diminish the floor area or alter the configuration of the Unit.

(c) **“Substantial Completion”** shall mean the phase in the construction of the Unit when the Unit is sufficiently complete in accordance with Plans and Specifications so that the City can take possession of the Unit for its intended use. When Seller believes that Substantial Completion has been achieved, Seller shall deliver written notice thereof to City and schedule a tour of the Unit (the **“Substantial Completion Notice”**) by City and a representative of Seller. Subsequent to receipt of such notice, City shall conduct a walk-through inspection of the Unit and, based on upon such walk-through, City shall prepare a detailed written punch list (the **“Punch List”**), listing those items that will be completed, corrected and/or repaired by Seller, and/or by Seller's contractor, prior to Closing. City shall, as evidenced by the executed Punch List, accept the condition of the Unit and acknowledge that it was constructed pursuant to this Agreement, except as set forth in the Punch List.

(d) **“Completion of the Work”** shall mean the date upon which all of the following shall have occurred, as acknowledged by City in writing:

(i) Seller shall have provided City with evidence satisfactory to City that all utilities required by the Plans and Specifications have been installed and are fully operational;

(ii) the Unit shall have been completed in accordance with the Plans and Specifications, all applicable laws, ordinances, codes, rules and regulations, including without limitation, building codes and standards and Seller shall provide to City copies of the substantial completion certificates it receives from the architect and structural engineer of record (as to foundations and slab);

(iii) a temporary or final certificate of occupancy (the **“Certificates of Occupancy”**) shall have been issued for the Unit by the City, a copy of which shall have been provided to City's representative who conducted the walk-through, provided that in the case of a temporary certificate of occupancy, such certificate shall permit the operation and occupancy of the Unit by City without conditions;

(iv) any and all assessments, public or private, special or general, arising out of or in connection with, or in any manner pertaining to, the prosecution of the construction of the Unit or any portion thereof, including, but not limited to, paving assessments and/or liens and assessments for or relating to the construction of sewer, water, electric or other utility facilities, shall have been paid in full, or will be paid in full on the Closing Date and Seller shall have delivered to City evidence of the same;

(v) all amounts due to contractors, subcontractors and material suppliers with respect to the construction of the Unit shall have been paid in full, and no liens shall have been filed or threatened with respect to the construction work nor any claims made which could result in a lien being filed against the Unit;

(vi) Seller shall have completed all work set forth on the Punch List to City's reasonable satisfaction;

(vii) Seller shall have scheduled and conducted an orientation session with a designated City representative to explain all mechanical systems in the Unit and address any facilities questions such City representative may have; and

(viii) the Unit shall be in a neat, clean and orderly condition, with no debris, trash or construction equipment located thereon.

(e) City understands that paving, exterior cement work, landscaping and final exterior finish may not be completed when a temporary certificate of occupancy is issued and that Seller will complete such paving, exterior cement work, landscaping and final exterior finish work as soon as practicable thereafter.

(f) At the Closing, Seller shall assign to City, to the extent assignable, all warranties and guaranties under (i) that certain Standard Form of Agreement Between Owner and Construction Manager as Constructor (A133-2019), by and between Seller, as owner, and Seller's general contractor, Deneuve Construction Services ("**Contractor**") dated August 22, 2022 ("**Construction Agreement**") covering the construction of the Unit, and (ii) that certain Standard Form of Agreement Between Owner and Architect (B133-2019) by and between Seller, as owner, and Anderson Mason Date Architects, P.C. ("**Architect**") dated March 26, 2021, as amended ("**Architect Agreement**"), pursuant to an Assignment of Warranties and Guarantees in form attached hereto as Exhibit B and incorporated herein (the "**Assignment of Warranties**"). The warranties and guaranties provisions under the Construction Agreement shall not be modified, amended or terminated in any respect without City's prior written consent, which may be granted or withheld in City's sole discretion. Notwithstanding the foregoing, to the extent the warranties and guaranties under the Construction Agreement and Architect Agreement are not assignable, upon Seller's receipt of written notice from City of any defect with the Unit, Seller shall enforce the warranties and guaranties under the Construction Agreement and Architect Agreement, as applicable directly with its Contractor and/or Architect on the City's behalf to ensure correction of covered items. Seller's obligation to enforce the warranties and guaranties shall survive Closing and recording of the Deed for one (1) year after the Closing Date.

6. Association Documents. The legal documentation that creates the Project is the Declaration and the Condominium Map to be recorded in the Official Records prior to Closing. The Declaration will define the character, duration, rights, obligations and limitations of ownership within the Project. The Condominium Map will locate the condominium units, limited common elements and common elements with respect to the Land. By virtue of ownership of the Unit, City shall become a member of the owners association for the Project, a Colorado nonprofit corporation (the "**Association**"), and City acknowledges and agrees to be subject to the Association's articles of incorporation, bylaws and rules and regulations from time to time in effect for so long as City remains the owner of the Unit (the Declaration, and the articles of incorporation, bylaws and the rules and regulations (if any) of the Association, and any and all amendments and modifications thereto, shall hereinafter collectively be referred to as the "**Association Documents**"). Upon Closing, City shall have the rights and obligations of an owner as set forth in the Association Documents. Seller shall deliver drafts of the Association

Documents to City during the Inspection Period. On or prior to the date that is 180 days after the Effective Date (the “**Association Documents Date**”), Seller and City shall use all commercially reasonable efforts to agree on the forms of the Association Documents; *provided, however*, Seller agrees that the Association Documents shall provide for the following items (i) the Unit will not be a part of a common interest community structure that includes residential units as either part of the Association or as part of the same “class” of unit owners (not precluding residential units within the Building, but ensuring that there are no residential owners with voting power in the Association that the Unit is a part of); (ii) the Project will have 31 total parking spaces (including 2 handicapped parking spaces), designated as general common elements, with one of the non-handicapped spaces designated for temporary parking only (i.e., 15-minute pick up/drop off), (iii) limiting common element expenses so as to provide, to the extent practicable, that the Unit shall be assessed only for such expenses that benefit all of the owners of the Building, such as the roof and structural elements of the Building, and those components of the Building that the Unit and City’s employees and invitees directly utilize and/or benefit from; (iv) due to timing of approval of appropriations by City Council, the Association is required to complete approval of the budget for its upcoming budget year by no later than June 30th of the preceding year; (v) a reserve fund for the Association; (v) no indemnification from the City shall be required; (vi) City may self-insure, with respect to any insurance the City chooses to obtain with respect to the Unit (it being understood and agreed that the Association will obtain insurance with respect to the structural components of the Unit and the Building, a portion of the cost of which will be included in the assessments with respect to the Unit); and (vii) that all obligations of the City under and pursuant to the Declaration are subject to prior appropriation of monies expressly made by the City Council for the purposes of the Declaration and paid into the treasury of the City. Further, the Seller shall ensure that the Association Documents provide for the following items: (a) inclusion of City appointee on the initial board of directors; (b) City’s reasonable approval of tax adviser and tax return preparer; (c) specific duties and approvals with respect to the state and federal tax preparation and filing responsibilities; and (d) in the event of default by the City, no foreclosure on City’s ownership interest or the Unit. If Seller and City have not agreed on the form of the Association Documents on or prior to the Association Documents Date, then until the Parties agree on the form of the Association Documents either Party shall have the right to terminate this Agreement by sending written notice thereof to the other Party, and upon delivery of such notice of termination, this Agreement shall terminate and the Deposit shall be returned to City, and thereafter neither Party hereto shall have any further rights, duties, obligations and/or liabilities under this Agreement except for those rights, duties, obligations and/or liabilities which expressly survive the termination of this Agreement.

7. Title and Title Insurance.

(a) Within 30 days after the Effective Date, Seller, at Seller’s sole cost and expense, shall cause to be furnished to City a current title commitment (“**Title Commitment**”) for title insurance, setting forth the status of title of the Land, together with legible copies of all recorded instruments referred to in the Commitment (collectively, the “**Title Documents**”).

(b) The Title Company shall also provide City with copies of tax certificates evidencing that all ad valorem taxes due and payable for periods prior to the calendar year in which the applicable Closing occurs have been paid in full.

(c) City shall notify Seller in writing (an “**Objection Notice**”), within 90 days after the Effective Date, which exceptions to title or requirements set forth in the Commitment, if any, will not be accepted by City (each, a “**Title Objection**”). If City fails to provide an Objection Notice regarding any Title Objection within said period, City shall be deemed to have approved the condition of title to the Land (subject to the provisions of Section 7(d) below with respect to New Exceptions), and the matters shown on the Title Commitment shall be deemed Permitted Exceptions with respect to the Unit; *provided, however*, monetary liens shall automatically constitute a Title Objection not requiring notice from City and Seller shall discharge and remove any deed of trust, construction finance liens and any and all other monetary liens with respect to the Unit.

(d) If City provides Seller with an Objection Notice, Seller shall have 30 days after receipt of the Objection Notice to notify City (a “**Title Response**”) (i) which Title Objections that Seller will remove on or before Closing, if any; or (ii) that Seller elects not to cause any such Title Objections to be removed. If Seller fails to provide a Title Response to City within such 30-day period, Seller will be deemed to have elected not to cause any Title Objections to be removed. If Seller provides the Title Response pursuant to clause (ii) above, or if Seller does not respond to City’s Objection Notice and is deemed to have elected not to cause any Title Objections to be removed or addressed, City may either terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4(b), or proceed with Closing and take title to the Property without any reduction in the Purchase Price and subject to all such Title Objections that Seller does not elect to remove from title. Except as otherwise provided herein, if City does not terminate this Agreement under Section 4(b), City shall be deemed to have elected to take title to the Unit subject to all Title Objections that Seller does not elect to remove from title, each of which shall be Permitted Exceptions.

(e) Notwithstanding the foregoing, if the Title Documents are re-issued or updated prior to Closing and include any additional matter or disclosure (“**New Exceptions**”), City shall have the right to send an Objection Notice to Seller within 10 days of City’s receipt thereof (but in no event after the Closing Date) objecting to such New Exceptions (other than Permitted Exceptions), each of which items raised in such Objection Notice shall be deemed to be Title Objections. Any New Exceptions not specifically identified in an Objection Notice shall be deemed to be a Permitted Exception. If City delivers an Objection Notice within the applicable time periods referred to in this Section 7(e), Seller shall have the right, but not the obligation, to attempt to cure any such Title Objection. Within 10 days after receipt of an Objection Notice, Seller shall notify City in writing whether Seller elects to attempt to cure any such additional Title Objections. If Seller fails to provide such notice within such 10-day period, Seller will be deemed to have elected not to cause any New Exception to be removed; *provided, however*, Seller shall discharge and remove any deed of trust, construction finance liens and any and all other monetary liens with respect to the Unit. If Seller elects to attempt to cure any such additional Title Objections, Seller shall have until the Closing Date to attempt to remove, satisfy or cure the same. If Seller elects or is deemed to have elected not to cure any additional Title Objection, or if Seller is unable to effect a cure of such additional Title Objections prior to the Closing Date (or during such reasonable extension thereof as permitted herein), City shall elect, within 10 days after (A) Seller’s election or deemed election not to cure any such additional Title Objection, or (B) receipt of written notice from Seller that Seller is unable to effect a cure of such additional Title Objections, as the case may be, one of the following options: (i) to accept a

conveyance of the Unit subject to the Permitted Exceptions and any additional Title Objections that Seller is unwilling or unable to cure, and without reduction of the Purchase Price, in which case, such additional Title Objections shall be deemed to be a Permitted Exception; or (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Deposit shall be returned to City, and thereafter neither Party hereto shall have any further rights, duties, obligations and/or liabilities under this Agreement except for those rights, duties, obligations and/or liabilities which expressly survive the termination of this Agreement. If City shall fail to notify Seller in writing of City's election under the preceding sentence within such 10-day period, City shall be deemed to have elected to accept the conveyance of the Unit under clause (i) of this Section 7(e). So long as Seller has promptly initiated a cure of any applicable Title Objection(s) and is diligently pursuing the same, Seller shall be entitled to extend the Closing for a period of time not to exceed 60 days in the aggregate, in order to address or remove such Title Objection(s), which extension shall be effectuated upon delivery of written notice thereof by Seller to City at least 10 days prior to the then-scheduled Closing Date.

(f) City's obligation to purchase the Unit is conditioned on the Title Company issuing to City a 2021 ALTA form of extended coverage owner's policy of title insurance (specifically, deletion of standard exceptions #1, 2, 3 and 4) in the amount of the Purchase Price insuring that City holds fee simple title to the Unit, subject only to the Permitted Exceptions and with all endorsements, if any, requested by City (the "***Title Policy***").

8. Closing.

(a) The purchase of the Unit will be completed through an escrow closing with the Escrow Agent. The Closing will take place on the date (the "***Closing Date***") that is 10 business days after the Completion of the Work (or such other date as City and Seller shall agree), **provided, however, in no event shall the Closing Date be later than May 1, 2025. In the event the Closing does not occur prior to May 1, 2025, City shall have the right to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Deposit shall be returned to City, and thereafter neither Party hereto shall have any further rights, duties, obligations and/or liabilities under this Agreement except for those rights, duties, obligations and/or liabilities which expressly survive the termination of this Agreement.** The Closing shall be subject to the following conditions precedent:

(i) Seller shall have (1) recorded the Declaration (substantially in the form approved by Seller and City) and the Map in the Official Records, (2) formed the Association, and (3) caused the Association to adopt the other Association Documents (substantially in the form approved by Seller and City during the Inspection Period);

(ii) City shall have deposited with the Escrow Agent in immediately available funds all of the Purchase Price less the Deposit; and

(iii) executed originals of each of the Seller Closing Documents and the City Closing Documents shall have been deposited with the Escrow Agent and confirmation from the Title Company that it is prepared to issue to City the Title Policy.

(b) On or prior to Closing, Seller will deposit with the Escrow Agent the following items (collectively, the “*Seller Closing Documents*”):

(i) a special warranty deed (the “*Deed*”), in the form attached to this Agreement as Exhibit A, executed and acknowledged by Seller, conveying the Unit to City, subject to Permitted Exceptions;

(ii) Assignment of Warranties;

(iii) an executed non-foreign person affidavit to assure compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”); such documents as the Title Company may require to establish the authority of Seller to complete the transfer of the Unit contemplated by this Agreement;

(iv) such documents and affidavits as the Title Company may require for removal of the standard exceptions, specifically including but not limited to standard exceptions #1, 2, 3 and 4 from Title Policy (a.k.a. extended coverage); and

(v) Seller’s certification, updating its representations set forth in Section 10(b) of this Agreement and confirming no change thereto.

(c) On or prior to Closing, City will deposit with the Escrow Agent the following items (collectively the “*City Closing Documents*”):

(i) the Purchase Price (or so much thereof as is due in accordance with Section 3), net of adjustments for prorations and other items charged or credited to City in accordance with this Agreement, in cash or other readily available funds;

(ii) such documents as the Title Company may require to establish the authority of City to complete the transfer of the Unit contemplated by this Agreement;

(iii) a transfer tax declaration if required by local law;

(iv) City’s certification, updating its representations set forth in Section 10(a) of this Agreement, confirming no change thereto; and

(v) Such mortgage modification documents and other documents reasonably necessary for City to assume indebtedness incurred by Seller in connection with the transaction contemplated by this Agreement.

(d) Documents and funds deposited in escrow under Section 8(b) or 8(c) will be returned to the person who deposited them if Seller or City terminates its obligation to complete the transfer under circumstances allowed by this Agreement.

(e) The Escrow Agent will close escrow on the Closing Date if all conditions specified in this Agreement have been satisfied or waived by (i) delivering the Deed for recording, with instructions to deliver the Deed to City after recording, (ii) paying Seller the Purchase Price, (iii) delivering to Seller copies of the documents provided by City to evidence its

authority to complete the transfer of the Unit, and (iv) delivering to City a fully executed original of the Seller Closing Documents (other than the Deed) and a copy of the Deed.

(f) If the conditions to Closing have not occurred due to the default or failure of City to comply with its obligations under this Agreement, then Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, actual damages being impossible to ascertain, and thereafter the parties shall have no further rights or obligations under this Agreement, except for those which expressly survive such termination. If the conditions to Closing have not occurred due to the default or failure of Seller to comply with its obligations under this Agreement, then City shall have, as its sole and exclusive remedy, actual damages being impossible to ascertain, the right to either (i) to terminate this Agreement and receive the return of the Deposit, or (ii) to enforce specific performance of Seller's obligation to convey the Unit to City or to perform any other obligation of Seller in accordance with the terms of this Agreement.

9. Closing Costs and Prorations.

(a) Seller shall pay the cost of the Title Policy including the cost of extended coverage for deletion of standard exceptions #1, 2, 3 and 4 (other than the cost of any City requested endorsements thereto). City shall pay for the cost of any survey obtained by City, the cost of recording the Deed and all other documents related to the transfer of the Property, and all transfer tax, stamp tax, deed tax, grantor's tax, or other tax payable in connection therewith, including, without limitation, any documentary fee.

(b) Real property taxes and assessments for the year of Closing, based upon the most current assessment and levy, all assessments imposed on the Project or the Unit by any governmental, quasi-governmental or private entity, including, without limitation, special or metropolitan district charges and periodic assessments of the Association, and any other applicable periodic charges shall be apportioned to the date of Closing. If any such taxes or assessments have not been assessed specifically to the Unit in such prior year, Seller may estimate the amount of such taxes attributable to the Unit which estimate shall be apportioned to the date of Closing and shall be considered a final settlement.

(c) City shall pay (i) an amount equal to 2 months of the annual assessment that would be paid by City as an owner of the Unit pursuant to the Association Documents for working capital funds of the Association, and (ii) an amount equal to 1 month of the annual assessment that would be paid by City as an owner of the Unit pursuant to the Association Documents for reserve funds of the Association. Such payments shall be made directly to the Association, and are in addition to the payments described in Section 9(b) above.

10. Representations and Warranties.

(a) In order to induce Seller to enter into this Agreement and to complete the transfer of the Unit contemplated by this Agreement, City represents and warrants to Seller that, as of the date of this Agreement:

(i) City has the power to enter into this Agreement, to perform its obligations under this Agreement and to complete the transfer contemplated by this Agreement. City

has taken all action necessary to authorize the execution and delivery of this Agreement, the performance by City of its obligations under this Agreement and the completion of the transfer contemplated by this Agreement.

(ii) This Agreement has been duly executed and delivered by City and constitutes a valid, binding and enforceable obligation of City, subject to bankruptcy and other debtor relief laws and principles of equity.

(iii) The execution and delivery of this Agreement by City, the performance by City of its obligations under this Agreement and the completion of the transfer contemplated by this Agreement will not result in (1) a breach of, or a default under, any contract, agreement, commitment or other document or instrument to which City is party or by which City is bound, (2) a violation of any law, ordinance, regulation or rule of any governmental authority applicable to City or (3) a violation of any judgment, order or decree of any court or governmental authority that is binding on City.

(iv) To the knowledge of City, there is no action, suit, proceeding, inquiry or investigation pending or threatened against City that would prevent or hinder the performance by City of its obligations under this Agreement or the completion of the transfer contemplated by this Agreement.

(b) In order to induce City to enter into this Agreement and to complete the transfer of the Unit contemplated by this Agreement, Seller represents and warrants to City that, as of the date of this Agreement:

(i) Seller has been duly organized and is validly existing and in good standing under the laws of the State of Colorado. Seller has the power to enter into this Agreement, to perform its obligations under this Agreement and to complete the transfer contemplated by this Agreement. Seller has taken all limited liability company action necessary to authorize the execution and delivery of this Agreement, the performance by Seller of its obligations under this Agreement and the completion of the transfer contemplated by this Agreement.

(ii) This Agreement has been duly executed and delivered by Seller and constitutes a valid, binding and enforceable obligation of Seller, subject to bankruptcy and other debtor relief laws and principles of equity.

(iii) The execution and delivery of this Agreement by Seller, the performance by Seller of its obligations under this Agreement and the completion of the transfer contemplated by this Agreement will not result in (1) a breach of, or a default under, any contract, agreement, commitment or other document or instrument to which Seller is party or by which Seller is bound, (2) a violation of any law, ordinance, regulation or rule of any governmental authority applicable to Seller or (3) a violation of any judgment, order or decree of any court or governmental authority that is binding on Seller.

(iv) To the knowledge of Seller, there is no action, suit, proceeding, inquiry or investigation pending or threatened against Seller that would prevent or hinder the

performance by Seller of its obligations under this Agreement or the completion of the transfer of the Unit contemplated by this Agreement.

(v) Seller has not granted to any party, pursuant to an option, contract or other similar agreement (written or oral), the right to purchase the Unit or any portion thereof or any interest therein.

(vi) Seller has not received any written notice from any governmental authority alleging a violation of any law, rule or regulation affecting the Property which remains uncured (including with respect to any environmental laws).

(vii) To Seller's knowledge, Seller has complied (and will continue to comply during the term of this Agreement) in all material respect with, all laws, rules, regulations, restrictions, covenants and conditions (including any of same contained in any development or other governmental agreements, permits, entitlements or licenses) pertaining to, or otherwise affecting, the Project.

(c) CITY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNMENT OF WARRANTIES AND THE DEED, AND EXCEPT AS EXPRESSLY MAY BE PROVIDED HEREIN, CITY IS PURCHASING THE UNIT IN ITS "AS IS" CONDITION AND ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CREATED BY STATE OR FEDERAL LAW, ARE HEREBY SPECIFICALLY DISCLAIMED AND WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMER AND WAIVER SHALL ALSO APPLY TO ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY "CONSUMER PRODUCT" AS DEFINED IN THE MAGNUSON-MOSS WARRANTY ACT, WHICH CONSUMER PRODUCTS SHALL NOT BE WARRANTED BY SELLER; PROVIDED, HOWEVER, THAT SELLER SHALL ASSIGN TO CITY ANY MANUFACTURER'S OR SUPPLIER'S WARRANTY WITH RESPECT TO SUCH CONSUMER PRODUCTS, IF ANY. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING ANY GEOLOGICAL OR ENVIRONMENTAL MATTERS AND SPECIFICALLY EXCLUDES GEOLOGICAL AND ENVIRONMENTAL WARRANTIES GIVEN UNDER THIS AGREEMENT. WITHOUT LIMITING OTHER PROVISIONS, SELLER WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF RENTS OR OTHER REVENUES, ANY LOSS OF OPPORTUNITIES OR ANY LIABILITY FOR LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DEATH) RESULTING FROM ANY DEFECT OR OTHER SHORTCOMING IN THE PROJECT, AND CITY HEREBY SPECIFICALLY WAIVES ALL RIGHTS TO RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM SELLER.

(d) From and after the Effective Date until the earlier of Closing or the termination of this Agreement, each party shall use commercially reasonable efforts to notify the other party promptly if it learns or receives notice, whichever first occurs, of any fact or event which would make any of the representations or warranties of such party contained in this Agreement untrue

or misleading in any material respect or which would cause such party to be in violation of any of its covenants or other undertakings or obligations hereunder.

(e) If a representation or warranty of a party is rendered untrue due to an event, action or discovery made or occurring after the Effective Date, such party may provide the other party with written notice of the modified representation or warranty explaining the state of facts giving rise to such change (each a “*Rep/Warranty Update*”). Each of the representations and warranties contained in Section 10, as modified by any Rep/Warranty Update, shall be deemed to have been remade by the applicable party as of the Closing Date. Notwithstanding the foregoing, a Rep/Warranty Update shall not relieve a party from liability with respect to any breach under this Agreement, the occurrence of which rendered such representation or warranty untrue.

11. No Brokers’ Fees. The City and Seller represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require either Party to pay any commission or fees. Any arrangements that Seller has with broker or other intermediary regarding the sale of the Property shall be solely at the cost of Seller.

12. Possession.

Seller will deliver possession of the Unit to City at the time of Closing, subject to Permitted Exceptions.

13. Seller’s Disclosures.

(a) Methamphetamine Disclosure. To Seller’s knowledge, no methamphetamines were ever manufactured, processed, cooked, disposed of, used or stored at the Property.

(b) Statutory Disclosure – Source of Water. The following disclosure is included in accordance with Section 38-35.7-104, C.R.S. The source of potable water for this property is a water provider, which can be contacted as follows:

Name: Denver Water Department
Address: 160 W. 12th Avenue, Denver, Colorado 80204
Web Site: <https://www.denverwater.org/>
Telephone: (303) 893-2444

14. Miscellaneous.

(a) All covenants, undertakings and obligations under this Agreement and all representations, warranties and indemnities contained in this Agreement will survive the Closing and will not be merged into the Deed or other documents delivered pursuant to this Agreement.

(b) CITY AND SELLER EACH WAIVES ALL RIGHTS TO A JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT, OR THE UNIT, OR PERFORMANCE UNDER THIS AGREEMENT. CITY AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

(c) Any notice or other communication to any party given under this Agreement will be effective only if in writing delivered to whichever of the following addresses is applicable:

If to Seller: Lifespan Local LLC
c/o Denver Indian Center
4407 Morrison Road
Denver, CO 80219
Attention: Lydia M. Prado
Email: Lydia@LifespanLocal.org

With a copy to: Astucia LLC
Attention: Ivan Anaya
Email: ivan@astuciadevelopment.com

and

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th St., Suite 1600
Denver, Colorado 80202
Attention: Dimitri Adloff
Email: dadloff@ottenjohnson.com

If to City: City and County of Denver
Director of Real Estate
201 W. Colfax Avenue
Denver, Colorado 80202
Attention: Lisa Lumley
Email: lisa.lumley@denvergov.org

With a copy to: City and County of Denver
Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202
Attention: Maureen McGuire
Email: maureen.mcguire@denvergov.org

If to Title Company: Land Title Guarantee Company
5975 Greenwood Plaza Blvd
Greenwood Village, CO 80111
Attn: David Knapp
Telephone: 303-850-4174
E-mail: dknapp@ltgc.com

Any notice or other communication will be deemed received only upon delivery to the address provided for in this Section 14(c) or rejection of delivery at such address. Notice may be given by personal delivery, by recognized overnight delivery service or by email/pdf, and confirmation of transmission generated by the sender's equipment will be prima facie evidence of receipt. The

addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section 14(c).

(d) This Agreement will be binding upon and will inure to the benefit of City and Seller and their respective successors and permitted assigns.

(e) The Section headings contained in this Agreement are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or be considered in construing or interpreting the provisions of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument. City and Seller may execute different counterparts of this Agreement and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

(g) This Agreement embodies the entire agreement and understanding between City and Seller with respect to its subject matter and supersedes all prior agreements and understandings, written and oral, between City and Seller related to that subject matter. This Agreement and the obligations of the parties under this Agreement may be amended, waived and discharged only by an instrument in writing executed by the party against which enforcement of the amendment, waiver or discharge is sought.

(h) The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(i) Neither City nor Seller may assign this Agreement or its rights under this Agreement without the written consent of the other party, which written consent may be withheld in such other party's discretion.

(j) This Agreement will be governed by the laws of the State of Colorado, without giving effect to principles of conflicts of law.

(k) In connection with the performance of work under the Agreement, to the extent applicable, the Seller may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Construction Agreement will require Contractor to insert the foregoing provision in all subcontracts.

(l) The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director, Division of Real Estate for the City and an authorized representative of Seller.

(m) All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

(n) No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

(o) Seller represents that to the best of Seller's information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

(p) This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until approval by the City Council and full execution by all signatories set forth below.

(q) The "Effective Date" shall be the date the City delivers a fully executed electronic copy of this Agreement via electronic mail to Seller at Lydia@LifespanLocal.org.

(r) The Parties expressly acknowledge and agree that the Construction Documents as prepared by AndersonMasonDale Architects, P.C. referred to as Construction Documents / GMP dated February 28, 2022, recorded with the City and County of Denver Clerk and Recorder having File # 202265857 constitute the "Plans and Specifications" as defined and referenced in this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Contract Control Number: FINAN-202265857-00
Contractor Name: LIFESPAN LOCAL LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

LIFESPAN LOCAL LLC, a Colorado limited liability company

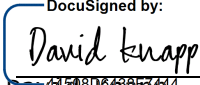
By: LIFESPAN LOCAL INC., a Colorado nonprofit corporation, Member

DocuSigned by:
By: Lydia M Prado
Name: Lydia M Prado
Title: Executive Director, Lifespan Local

The undersigned Escrow Agent hereby agrees to the above Agreement as title and escrow instructions and to hold the Deposit in accordance with the terms and conditions of the above Agreement.

ESCROW AGENT

LAND TITLE GUARANTEE COMPANY

DocuSigned by:

By: David Knapp
Name: David Knapp
Title: T. Blake, vice president for David Knapp
Date: 12/29/2022 | 2:44 PM PST

SCHEDULES AND EXHIBITS

Schedule 1	Land description
Schedule 2	Plans and Specifications
Exhibit A	Form of Deed
Exhibit B	Form of Assignment of Warranties

SCHEDULE 1

Land description

ADAMS PARK B5 L20 TO 33 INC

Schedule 2: Plans and Specifications

CITY AND COUNTY OF DENVER

STATE OF COLORADO

FILED

1:25 pm, Dec 16 2022

CLERK AND RECORDER
CITY AND COUNTY OF DENVER



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF FINANCE- DIVISION OF
REAL ESTATE**

Plans & Specifications

**(Westwood Redeemer- Library & Community Amenities
Construction Documents/GMP- Feb 28, 2022)**

Contract Number: 202265857

Westwood Library

December 15, 2022

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the
Clerk and Recorder.**

File #: 20220128

EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT

When recorded return to:

SPECIAL WARRANTY DEED

Lifespan Local LLC, a Colorado limited liability company whose legal address is c/o Denver Indian Center, 4407 Morrison Road, Denver, CO 80219 (“Grantor”), for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **City and County of Denver, Colorado**, a Colorado municipal corporation and a home rule city, whose legal address is 201 W. Colfax Avenue, Denver, Colorado 80202, Attn: Director of Real Estate:

Together with all singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the same (the “Property”), SUBJECT TO the Permitted Exceptions set forth on Exhibit 1 attached hereto and incorporated by reference therein (the “Permitted Exceptions”);

TO HAVE AND TO HOLD the Property with the appurtenances, unto Grantee, its successors and assigns forever; AND Grantor, for itself, its successors and assigns, covenants and agrees to and with Grantee, its successors and assigns, to warrant and defend the quiet and peaceable possession of the Property, by Grantee, its successors and assigns, against every person who lawfully claims the Property or any part thereof, by, through or under Grantor, subject to the Permitted Exceptions.

[Signature on Following Page]

DATED as of this _____ day of _____ 20__.

LIFESPAN LOCAL LLC, a Colorado limited liability company

By: LIFESPAN LOCAL INC., a Colorado nonprofit corporation, Member

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of LIFESPAN LOCAL INC., a Colorado nonprofit corporation, as Member of LIFESPAN LOCAL LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 1 to Special Warranty Deed

Permitted Exceptions

[to be included]

EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT

ASSIGNMENT OF WARRANTIES AND GUARANTIES

THIS ASSIGNMENT OF WARRANTIES AND GUARANTIES (this “Assignment”) is made and entered into this ___ day of _____ 202__, by Lifespan Local LLC, a Colorado limited liability company (“Assignor”) to and for the benefit of the City and County of Denver, a Colorado municipal corporation and a home rule city (“Assignee”).

Recitals

A. As of the date hereof Assignor has conveyed to Assignee by Special Warranty Deed the real property described on Exhibit A attached hereto and made a part hereof (the “Property”). Assignee is purchasing the Real Property pursuant to that certain Real Estate Purchase Agreement dated _____ (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

B. In connection with Assignor’s ownership of the Property, Assignor may benefit from certain warranties, guaranties and representations from contractors, architects, engineers, and subcontractors related to the Property.

C. In consideration of Assignee’s acquisition of the Property, as effected by the said deed, and Assignee’s payment of the purchase price pursuant to the Purchase Agreement and in connection therewith, Assignor has agreed to provide an assignment to Assignee of all of Assignor’s right, title and interest in and to all warranties, guaranties and representations related to the improvements on the Property.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged:

1. Assignor irrevocably assigns to Assignee, to the extent assignable, all of Assignor’s right, title and interest in and to any and all warranties, guaranties and representations made by any and all contractors, subcontractors, architects and engineers (the “Contractors”) pursuant to the Construction Agreement and the Architect Agreement and related in any manner to the Property, to the extent they are assignable. Assignor hereby agrees that Assignee may take such action in either Assignee’s or Assignor’s name as Assignee may deem necessary to enforce such warranties, including, without limitation, the prosecution of any legal proceeding.

2. Assignor, at its sole cost and expense, shall cooperate with the Assignee and exercise best efforts in aiding to gather information, evidence and testimony and in providing other assistance in connection with any such actions or proceedings.

3. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

LIFESPAN LOCAL LLC, a Colorado limited liability company

By: LIFESPAN LOCAL INC., a Colorado nonprofit corporation, Member

By: _____

Name: _____

Title: _____

Exhibit A to Assignment of Warranties

Legal Description