

PURCHASE AND SALE AGREEMENT
(5300 Franklin)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into as of the Effective Date, between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the “City” or “Purchaser”), and **ROCKING M CATTLE CO**, an Idaho limited partnership, whose address is 6205 South Main Street, Suite D-290, Aurora, Colorado (“Owner”). City and Owner are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. Owner owns certain real Property (as defined in Paragraph 1 below) in the City and County of Denver and Adams County, State of Colorado; and

B. Subject to the terms of this Agreement, Owner agrees to sell and the City agrees to purchase the Property (as defined in Paragraph 1 below) for the use as a part of the National Western Center Project (“Project”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SUBJECT PROPERTY. Subject to the terms of this Agreement, the City shall purchase and the Owner shall sell the real property interests generally located at 5300 Franklin Street, Denver, CO, 80216 and adjacent land parcels, located in Denver and Adams County (“Land”) more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, together with Owner’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit 1; (ii) all buildings, fixtures and improvements on the property described in Exhibit 1; and (iii) all of Owner’s right, title and interest in and to all utility taps, licenses, permits, contract rights, leases, and warranties and guarantees associated with the property described in Exhibit 1 (collectively, together with the Land, the “Property”). A demonstrative drawing of the Property is attached as **Exhibit 2** for reference purposes only.

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT.

a. Purchase Price. The total purchase price for the Property to be paid by the City at Closing (as defined in this Agreement as just compensation is **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)** (“Purchase Price”), which shall be paid in good funds by electronic wire transfer at Closing.

b. Earnest Money Deposit. By no later than five (5) business days after the Effective Date, Purchaser shall deposit **FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00)** (“Earnest Money”) in to an escrow account held by _____ (“Title Company”).

If Purchaser elects to proceed to Closing and Closing occurs, the Earnest Money shall be applied to the Purchase Price. If Purchaser terminates this Agreement pursuant to its rights specifically set forth herein with regard to (i) Owner's failure to cure any defects or conditions objected to and not waived by Purchaser in the manner and within, and strictly subject to, the deadlines set forth in Paragraph 7 below, or (ii) Owner's default hereunder as provided for in Paragraph 16.b below, the Earnest Money, and any interest accrued thereon, shall be returned to Purchaser within seven (7) days after such termination.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in paragraph 7(a), Owner shall deliver all environmental assessments and reports (including asbestos-contaminated soils) with respect to the Property in Owner's possession to the City. If Owner obtains any actual knowledge of any additional information regarding environmental contamination prior to Closing, Owner has the ongoing duty to provide such information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes of this Agreement: "hazardous substances" means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C., § 9601 *et seq.*, or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.* §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("TSCA"), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term "toxic substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. During the pendency of this Agreement, City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of any hazardous waste, hazardous substances or toxic substances, provided however, that: (1) City shall give Owner reasonable notice before conducting such tests; (2) such tests shall not unreasonably interfere with Owner's business operations; (3) City shall agree to cause its contractor to defend, indemnify and hold harmless Owner and Owner's successors and assigns with respect to any and all claims, demands, actions, proceedings, assessments, lawsuits, damages, losses, liabilities, costs, obligations, expenses, litigation, recoveries, deficiencies, including interest, penalties, attorneys' fees, judgments, settlements, and costs, whether in law of equity, arising from or in any way related to such audits and tests, including without limitation any injuries that may result to City or its guests, invitees, contractors, consultants or agents which result from such audits and tests, which indemnification obligations shall survive Closing or earlier termination of this Agreement, and (4) prior to conducting any invasive testing or examinations of the Property, City shall provide Owner with a detailed written description of the nature, scope and location of the such testing and/or examination, which shall be subject to Owner's prior written approval, not to be unreasonably withheld, conditioned or delayed. Owner

hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests.

c. Notice of Unacceptable Environmental Conditions, Cure, Purchaser Election.

By the deadline set forth in paragraph 7(b), Purchaser shall give written notice to Owner of any unacceptable environmental condition relating to the Property. Purchaser's failure to timely deliver such written notice to Owner shall be deemed as Purchaser's waiver of such right to make any objection under this Paragraph 3(c). Owner may, but is not obligated to, elect, at Owner's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in paragraph 7(c) to Purchaser's satisfaction. In the event Owner declines to cure the unacceptable environmental conditions or fails to respond to Purchaser's notice thereof by the date set forth in paragraph 7(c), Purchaser, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in paragraph 7(d) or treat the Agreement as terminated with no further obligation on the part of either Party except for Purchaser's indemnification obligations under this Agreement. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

4. INSPECTION/SURVEY. During the pendency of this Agreement, the City has the right to inspect the physical condition and have an ALTA survey conducted of the Property, provided however, that: (1) City shall give Owner reasonable notice before conducting such inspection or surveys; (2) such inspection or surveys shall not unreasonably interfere with Owner's business operations; (3) City shall agree to cause its contractor to defend, indemnify and hold harmless Owner and Owner's successors and assigns with respect to any and all claims, demands, actions, proceedings, assessments, lawsuits, damages, losses, liabilities, costs, obligations, expenses, litigation, recoveries, deficiencies, including interest, penalties, attorneys' fees, judgments, settlements, and costs, whether in law of equity, arising from or in any way related to such surveys, including without limitation any injuries that may result to City or its guests, invitees, contractors, consultants or agents which result from such surveys, which indemnification obligations shall survive Closing or earlier termination of this Agreement; and (4) prior to conducting any invasive testing or examinations of the Property, City shall provide Owner with a detailed written description of the nature, scope and location of the such testing and/or examination, which shall be subject to Owner's prior written approval, not to be unreasonably withheld, conditioned or delayed. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall give written notice of any unacceptable physical or survey condition of the Property to Owner by the deadline set forth in paragraph 7(b) and deliver to Owner a copy of any written inspection report or survey describing such condition. Purchaser's failure to timely deliver such written notice to Owner shall be deemed as Purchaser's waiver of such right to make any objection under this Paragraph 4. At Owner's sole cost and expense, Owner may, but is not obligated to, elect, at Owner's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in paragraph 7(c) of this Agreement to the City's satisfaction. In the event Owner declines to cure the unacceptable physical or survey conditions by the date set forth in paragraph 7(c) of this Agreement, or fails to respond to Purchaser's notice thereof by the date set forth in paragraph 7(c), Purchaser, in its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in paragraph 7(d) of this Agreement and proceed to Closing by the deadline set forth in paragraph 7(d) of this Agreement or treat this Agreement as terminated with no further obligation on the part of either Party except for Purchaser's contractor's indemnification

obligations under this Agreement. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

Purchaser's right to access the Property pursuant to this Agreement is subject to the condition that all operations and activities shall be conducted at Purchaser's sole expense, in compliance with all applicable statutes, codes and regulations and in such a manner as to not damage the Property. If any damage is done, Purchaser shall promptly notify Owner and Owner, or at Owner's election, Purchaser, shall repair and restore the Property to its former condition, at Purchaser's sole expense.

Prior to the expiration of the Due Diligence Period (as defined hereinafter), Purchaser shall notify Owner in writing of all service, maintenance, operation agreements and contracts affecting the Property (collectively, the "Service Contracts") that Purchaser could assume at Closing. In the event Purchaser fails to deliver written notice that it intends to assume such Service Contracts, Purchaser shall be deemed to have elected not to assume any of the Service Contracts.

5. TITLE.

a. Title Review. The City has obtained a commitment for Owner's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("Title Documents"). The City has the right to review the Title Documents. The City shall provide a copy of the Title Documents to Owner within three (3) days of the Effective Date of this Agreement.

b. Matters Not Shown by the Public Records. By the deadline set forth in paragraph 7(a) of this Agreement, Owner shall deliver to the City complete and accurate copies of all lease(s) and Service Contracts pertaining to the Property, and complete copies of all survey(s), easements, liens or other title matters in Owner's possession pertaining to the Property that are not included in the Title Documents.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give written notice of any unacceptable condition of title to Owner by the deadline set forth in paragraph 7(b) of this Agreement. Purchaser's failure to timely deliver such written notice to Owner shall be deemed as Purchaser's waiver of such right to make any objection under this Paragraph 5(c). At Owner's sole cost and expense, Owner may, but is not obligated to, elect, at Owner's sole cost and expense, cure such unacceptable conditions by the date in paragraph 7(c) of this Agreement to the City's satisfaction. In the event Owner declines to cure such unacceptable conditions by the date in paragraph 7(c) of this Agreement, or fails to respond to Purchaser's notice thereof by the date set forth in paragraph 7(c), the City in its sole discretion and by the date set forth in paragraph 7(d) of this Agreement, may elect to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party except for Purchaser's contractor's indemnification obligations under this Agreement. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

6. **CLOSING PRE-CONDITIONS.** Owner shall fully cooperate with the City to use commercially reasonable efforts, including execute affidavits as necessary and provide adequate assurances necessary for removal of the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, title insurance, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters, but only to the extent that such matters arise by, through or under the Owner. Owner's aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from title insurance to be issued is a condition precedent to the City's obligation to purchase the Property. If Owner does not provide the adequate assurances by the date in paragraph 7(d) of this Agreement, then the City may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party except for Purchaser's indemnification obligations under this Agreement. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

7. **TIMEFRAMES.**

a. **Owner's Disclosure.** Owner shall deliver any documents and make the disclosures required by this Agreement, including as required under paragraphs 3(a) and 5(b) of this Agreement, no later than 5 p.m. local time five (5) days after the Effective Date.

b. **City's Objection Notice.** The City shall notify Owner in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under paragraphs 3(c), 4 and 5(c) of this Agreement, above, no later than 5 p.m. local time seventy-five (75) days after the Effective Date (the "Due Diligence Period").

c. **Owner's Cure.** Owner shall have until no later than 5 p.m. local time five (5) days from the date of City's objection notice to elect to cure all the unacceptable conditions set forth in the objection notice under paragraphs 3(c), 4, 5(c) and 7(b) of this Agreement.

d. **City's Election.** The City shall elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within five (5) days of the deadline to cure established in paragraph 7(c) of this Agreement, above.

8. **DATE OF CLOSING.** The date of closing will be on a date mutually agreed upon by the Parties, but no later than forty (40) days after the expiration of the Due Diligence Period ("Closing") unless otherwise agreed to by the Director of the Division of Real Estate with written agreement of the Owner. The Closing will be held at a time and place agreed to by the Parties.

9. **TRANSFER OF TITLE.** Subject to tender of the Purchase Price at Closing and compliance with the other terms and provisions of this Agreement, Owner shall execute and deliver a Special Warranty Deed in substantially the form set forth as **Exhibit 3** herein ("Deed") to the City at Closing conveying the Property free and clear of all taxes (with proration as provided herein), but subject to all matters of record not objected to, or not agreed in writing to be cured by Owner in accordance with the terms of this Agreement.

10. **POSSESSION.** Possession of the Property shall be delivered to the City at Closing.

11. **REPRESENTATIONS AND WARRANTIES.**

a. Owner hereby warrants and represents that as of the Effective Date:

- i. Except as set forth on Exhibit 4, attached hereto and incorporated herein by reference, to Owner's actual knowledge there are no other parties in possession and the City shall have possession as of Closing or as otherwise agreed to herein; and
- ii. Except as set forth on Exhibit 4, Owner has not granted any other leasehold interests in the Property; and
- iii. To Owner's actual knowledge, there is no condition existing with respect to the Property or its operation, that with violates any law, rule regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof; and
- iv. Except as set forth on any of the materials provided to Purchaser in writing in connection with this Agreement, Owner has no actual knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and
- v. To Owner's actual knowledge, there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Owner against or otherwise affecting the Property; and
- vi. To Owner's actual knowledge, and except as afforded to tenants under leases provided by Owner to Purchaser in connection with this Agreement, there are no improvements on the Property not owned by the Owner; and
- vii. To Owner's actual knowledge, there are no claims of possession not shown by record, as to any part of the Property; and
- viii. Except as set forth in any environmental report delivered by Owner to Purchaser in connection herewith (A) Owner has not received written notice from any governmental entity alleging that Owner is not in full compliance with applicable environmental law, and (B) to Owner's actual knowledge, no other person or tenant has used, generated, processed, stored, released, discharged, transported or disposed hazardous substances on the Property except for use and storage in compliance with all applicable environmental laws.

b. For purposes of this Agreement, the phrase "to Owner's actual knowledge" or similar qualifying phrases and words of similar import shall mean the current actual, not

12. PAYMENT OF ENCUMBRANCES. If Owner elects to cure any unacceptable title conditions or encumbrances under Paragraph 5 of this Agreement, then Owner is responsible

e. Following Closing, Owner shall be liable to Purchaser for damages arising out of any untruth, inaccuracy or breach of any surviving warranty or representation hereunder, provided, however, that: (i) written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Owner after the Closing Date and prior to the date that is nine (9) months after the Closing; and (ii) in no event shall Owner's aggregate liability to Purchaser for all breaches of surviving warranties and representations hereunder exceed the amount of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00).

d. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN PARAGRAPH 11, OWNER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT OR THE PROPERTY, IT BEING EXPRESSLY ACKNOWLEDGED AND UNDERSTOOD BY PURCHASER THAT THIS AGREEMENT AND THE CONVEYANCE OF THE PROPERTY IS BEING MADE BY OWNER TO PURCHASER ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. BY THE EXECUTION OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT AND EXAMINE THE PROPERTY AND IN PURCHASER'S DISCRETION, TO CAUSE FURTHER INVESTIGATIONS AND TESTS OF THE PROPERTY TO BE MADE BY PROFESSIONALS AND OTHER CONSULTANTS OF PURCHASER'S OWN CHOOSING AND THAT PURCHASER'S DECISION TO PROCEED WITH THE ACQUISITION OF THE PROPERTY FOLLOWING SUCH INVESTIGATIONS AND EXAMINATIONS IS MADE WITH FULL ASSUMPTION OF ALL RISKS OF THE OWNERSHIP OF THE PROPERTY BY PURCHASER. THE FOREGOING DISCLAIMER OF WARRANTIES BY OWNER AND THE ASSUMPTION OF ALL RISKS BY PURCHASER SPECIFICALLY INCLUDES, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY.

c. Prior to Closing, if Owner learns of any new fact or change in circumstance which makes a representation and/or warranty of Owner contained in this Agreement untrue in any material respect, Owner shall notify the Purchaser, in writing, to that effect within three (3) business days of receipt of such new fact or change in circumstance. In the event of any such disclosure, Purchaser may either (A) proceed to Closing, in which event Purchaser shall be deemed to have waived its rights to recovery for breach of the applicable representation and warranty solely with respect to the identified new fact or change in circumstance; or (B) elect to terminate this Agreement by delivering written notice thereof to Owner, in which event with there shall be no further obligation on the part of either Party except for Purchaser's contractor's indemnification obligations under this Agreement.

of any partner or member of Owner, shall be personally liable in any manner for any breach of a representation or warranty by Owner in this Agreement. Moore, nor any officer, director, shareholder, partner, member, trustee or representative of Owner or otherwise. Lance Moore, is the representative of Owner acting for Owner, and in no manner. expressly or impliedly, is he making any representations or warranties individually. Neither Lance constructive, knowledge of Lance Moore, without independent investigation or inquiry, and not

for paying all such encumbrances at or before Closing from the proceeds of this transaction or from any other source.

13. NEW LEASES.

a. Prior to the expiration of the Due Diligence Period, Owner shall be permitted to enter into new leases and/or modifications or amendments to current leases pertaining to the Property (each individually a "New Lease" or collectively "New Leases") without the consent of the City or the City's Director of Real Estate; provided, however, Owner shall deliver complete and accurate copies of any New Lease into which the Owner enters prior to the expiration of the Due Diligence Period within two (2) business days after the full execution thereof.

b. After the expiration of the Due Diligence Period the Owner shall not enter into any New Lease without the prior written consent of the City's Director of Real Estate, which shall be delivered within three (3) business days after delivery of complete and accurate copies of the prospective New Lease to the City. In the event such consent is not delivered to the Owner within such three (3) business day period, the City shall be deemed to have disapproved of such prospective New Lease.

14. CLOSING COSTS, DOCUMENTS AND SERVICES. Fees for real estate closing services shall be paid at Closing by the Owner and Purchaser as follows: The Owner shall pay for (i) a standard coverage owner's policy of title insurance with deletion of standard exceptions, (ii) one-half (1/2) of all escrow fees and closing fees, and (iii) all prorated items to the date of Closing. The Purchaser shall pay for (i) all transfer taxes, state deed fees, recording fees, and documentary fees, (ii) one-half (1/2) of all escrow fees and closing fees; and (iii) any title endorsement required by Purchaser. The Purchaser and Owner shall sign and complete all customary or required documents at or before Closing.

15. PRORATIONS. At Closing, to the extent not paid directly by tenants, Owner shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the date of Closing. Based on the most recent levy and the most recent assessment, at or before Closing, to the extent not paid directly by tenants, Owner shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing. At Closing, the parties shall prorate all rents (including base rent and additional rent received from tenants) or other income from the Property, if any, on a cash basis. Additionally, at Closing, Purchaser shall receive a credit against the Purchase Price in the amount of the security deposits under leases encumbering the Property that Owner actually received and which have not been applied to such tenants' account in accordance with the terms of their respective lease.

16. TIME IS OF THE ESSENCE/REMEDIES. Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

a. If City Is In Default. Owner may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations under this Agreement and Owner shall be entitled to retain all Earnest Money as liquidated damages and not as a penalty. Owner expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy.

b. If Owner Is In Default. The City may elect to treat this Agreement as canceled, in which case all payments and things of value received under this Agreement shall be returned and the Parties shall thereafter be released from all obligations under this Agreement. City expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy. Nothing herein impairs the City's condemnation powers.

17. **TERMINATION.** If this Agreement is terminated in accordance with this Agreement, then all payments and things of value received under this Agreement shall be returned, and Purchaser shall return to Owner all reports, documents and any other due diligence materials received from Owner, and the Parties shall be relieved of all obligations under this Agreement.

18. **AUTHORITY TO EXECUTE.** Owner represents that the persons who have executed the Agreement have all necessary and sufficient authority to bind Owner. Purchaser represents that the persons who have executed this Agreement have all necessary and sufficient authority to bind Purchaser.

19. **COOPERATION OF THE PARTIES.** In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

20. **BROKER'S FEES.** Purchaser and Owner represent and warrant to each other that except as to McLin Commercial, which is the Purchaser's broker, and CBRE, which is Owner's broker, neither Party has employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction. At Closing, Owner shall pay a commission to Owner's broker and to Purchaser's broker pursuant to separate agreements. The Parties hereby acknowledge that Lance L. Moore and Roy R Moore, Jr. of National Realty Exchange, Inc. are real estate brokers licensed in the state of Colorado and are acting as principles or representative of the Owner with the intent to earn a profit. Purchaser hereby acknowledges that Lance L. Moore and Roy R Moore, Jr. of National Realty Exchange, Inc. shall have no fiduciary duty to the Purchaser.

21. **SEVERABILITY.** In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

22. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance duties under the Agreement, the Owner agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

23. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

24. **SUBJECT TO LOCAL LAWS; VENUE.** This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver, Colorado.

25. **NOTICES.** All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, or by Federal Express or other overnight or same day courier service providing a return receipt; provided that any notice provided by electronic mail shall be accompanied by copies sent for delivery the next business day by Federal Express or other overnight or same day courier service providing a return receipt. Notices delivered personally or sent electronically are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

Jeff Steinberg, Director
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Email: Jeffrey.Steinberg@denvergov.org

Mayor
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney's Office
201 W. Colfax, Department 1207
Denver, Colorado 80202

Email: Jennifer.Welborn@denvergov.org

If to Owner: Rocking M Cattle Co.
 Attention: Mr. Lance Moore
 6205 S. Main Street
 Suite D-290
 Aurora, Colorado 80016
 Email: Lance@nationalrealtyexchange.com

With copy to : Arnall Golden Gregory LLP
 Attention: Jonathan L. Neville, Esq.
 171 17th Street, NW
 Suite 2100
 Atlanta, Georgia 30363-1031
 Email: jonathan.neville@agg.com

26. **RIGHT TO ALTER TIME FOR PERFORMANCE.** The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate and the Owner.

27. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent notation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

28. **THIRD-PARTY BENEFICIARY.** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

29. **APPROPRIATION BY CITY COUNCIL.** 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. Should the City fail to pay the full Purchase Price to Owner pursuant to Paragraph 2 of this Agreement, then this Agreement shall be null and void.

30. **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either Party, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

31. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Owner 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.

32. **CONFLICT OF INTEREST BY CITY OFFICER.** Owner represents that to the best of Owner'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.

33. **MERGER.** Except as specifically set forth in this Agreement, the terms of this Agreement not survive Closing and shall merge into the Deed conveying the Property.

34. **CONSTRUCTION.** This Agreement may not be interpreted in favor of or against either Owner or the City merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

b. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

c. The words "Party" and "Parties" refer only to a named party to this Agreement.

d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

f. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m., Mountain Time.

35. **ASSIGNMENT.** The City is not obligated or liable under this Agreement to any party other than Owner named in this Agreement. Owner understands and agrees that it may not

assign any of its rights, benefits, obligations, or duties under this Agreement without the City's prior written approval. Notwithstanding any provision of this Agreement to the contrary, Owner may transfer the Property and its rights hereunder to a third party qualified intermediary (the "Intermediary"), prior to or simultaneously with Closing hereunder, for the sole purpose of effecting a like-kind exchange of the Property with real estate owned by the Intermediary, pursuant to Section 1031 of the Internal Revenue Code (and all applicable Internal Revenue Service or Treasury Regulations promulgated pursuant thereto). Purchaser (at Owner's direction) shall execute and deliver such agreement pertaining to an appointed qualified intermediary selected by Owner, all as may be reasonably necessary and requested by Owner in order to facilitate completion of an exchange intended by Owner to qualify as a like-kind exchange under the Code and Regulations. Owner's right to make such a transfer shall be contingent upon the following: (i) Owner shall assign this Agreement to the Intermediary and the Intermediary shall specifically agree to be bound by all terms and conditions hereof; (ii) no such transfer shall delay the Closing hereunder; Owner acknowledges that it is relying solely on its own inquiry and information and acknowledges that it has been advised to seek counsel of its tax attorney or accountant with respect to the determination of any income tax consequences of this transaction. In no event shall Purchaser be required to incur any cost or liability or spend or advance any sums of money in excess of that which Purchaser would have been required to incur or expend in connection with the sale of the Property as a straight sale under this Agreement.

36. **CITY EXECUTION OF AGREEMENT.** This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original

38. **EFFECTIVE DATE.** The effective date shall be the date set forth on the City signature page below.

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Each Party consents to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

40. **NO RELIANCE.** The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.

Remainder of Page Intentionally Left Blank

Contract Control Number: FINAN-201523647-00

Contractor Name: ROCKING M CATTLE CO.

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Contract Control Number: FINAN-201523647-00

Contractor Name: ROCKING M CATTLE CO.

By: Roy R. Moore Jr.

Name: ROY R MOORE JR.
(please print)

Title: GENERAL PARTNER
(please print)

ATTEST. [if required]

By: Dawn Behm

Name: Dawn Behm
(please print)

Title: Controller
(please print)



Exhibit A

PARCEL A:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES EAST 92.50 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE NORTHWESTERN TERMINAL RAILWAY, WHICH POINT IS THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 58 MINUTES EAST, 142.00 FEET; THENCE NORTH 07 DEGREES 32 MINUTES EAST, 287.00 FEET; THENCE NORTH 21 DEGREES 28 MINUTES EAST, 75.00 FEET; THENCE NORTH 15 DEGREES 55 MINUTES EAST, 163.4 FEET; THENCE NORTH 07 DEGREES 23 MINUTES EAST, 11.41 FEET; THENCE NORTH 07 DEGREES 28 MINUTES EAST, 118.99 FEET; THENCE NORTH 89 DEGREES 58 MINUTES WEST, 229.41 FEET, TO THE EAST LINE OF THE RIGHT-OF-WAY OF THE NORTHWESTERN TERMINAL RAILWAY; THENCE SOUTHERLY, ALONG THE SAID RIGHT-OF-WAY LINE, 121.48 FEET, MORE OR LESS, TO AN ANGLE POINT ON THE BOUNDARY OF THE CORPORATE LIMITS OF ADAMS COUNTY; THENCE WESTERLY, ALONG THE EXTENSION OF SAID BOUNDARY OF SAID CORPORATE LIMITS, 16.48 FEET, TO A POINT 16.00 FEET WEST OF THE EAST LINE OF THE NORTHWESTERN TERMINAL RAILWAY; THENCE SOUTHERLY, AND PARALLEL TO SAID EAST LINE, 22.54 FEET, TO A POINT ON THE SOUTH CORPORATE LIMITS OF ADAMS COUNTY; THENCE CONTINUING SOUTHERLY ALONG A LINE 16.00 FEET WEST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE STOCKYARDS BRANCH OF THE DENVER AND RIO GRANDE RAILROAD COMPANY, TO A POINT LYING 561 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14 AND AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE EASTERLY, AT RIGHT ANGLES TO THE EAST LINE OF SAID RAILWAY RIGHT-OF-WAY, 16.00 FEET, TO

THE EAST LINE OF SAID RAILWAY RIGHT-OF-WAY; THENCE SOUTHERLY, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN THE OFFICIAL CHANNEL OF THE SOUTH PLATTE RIVER.

AND EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED JANUARY 20, 1936 IN BOOK 229 AT PAGE 179.

AND EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED OCTOBER 13, 1994 UNDER RECEPTION NO. 9400156368.

AND EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 30, 2004 UNDER RECEPTION NO. 2004205284.

PARCEL B:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 14 MINUTES EAST, ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, 932.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES EAST, 148.70 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE NORTHWESTERN TERMINAL RAILWAY COMPANY, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES EAST, 195.70 FEET; THENCE NORTH 21 DEGREES 01 MINUTES EAST, 110.00 FEET TO A POINT OF CURVE; THENCE ON A 04 DEGREES 25 MINUTES CURVE TO THE RIGHT 123.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES WEST, 204.00 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF THE NORTHWESTERN TERMINAL RAILWAY RIGHT-OF-WAY; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, 50.00 FEET FROM AND MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID RAILWAY 230.70 FEET; THE CHORD OF WHICH BEARS SOUTH 20 DEGREES 33 MINUTES WEST 230.40 FEET, TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL C:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, 143.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID WEST LINE A DISTANCE OF 147.71 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.30 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 866.10 FEET, AN ARC LENGTH OF 195.75 FEET, A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, WHOSE CHORD BEARS SOUTH 40 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 30, 2004 UNDER RECEPTION NO. 2004205284.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 58.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15.00 FEET EAST OF THE EXISTING CENTERLINE OF THE STOCKYARDS BRANCH RAILROAD TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE NORTHERLY AND PARALLEL WITH SAID RAIL TRACK NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 227.65 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 1511.49 FEET, AN ARC LENGTH OF 649.03 FEET WHOSE CHORD BEARS NORTH 12 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 644.05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 03 SECONDS, A RADIUS OF 1382.69 FEET AND WHOSE CHORD BEARS SOUTH 17 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.80 FEET, AN ARC LENGTH OF 350.74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.31 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 254.92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 269.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.86 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 58.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15.00 FEET EAST OF THE EXISTING CENTERLINE OF THE STOCKYARDS BRANCH RAILROAD TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE NORTHERLY AND PARALLEL WITH SAID RAIL TRACK NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 227.65 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 1511.49 FEET, AN ARC LENGTH OF 649.03 FEET WHOSE CHORD BEARS NORTH 12 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 644.05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 03 SECONDS, A RADIUS OF 1382.69 FEET AND WHOSE CHORD BEARS SOUTH 17 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.80 FEET, AN ARC LENGTH OF 350.74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.31 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 254.92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 269.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.86 FEET TO THE POINT OF BEGINNING.

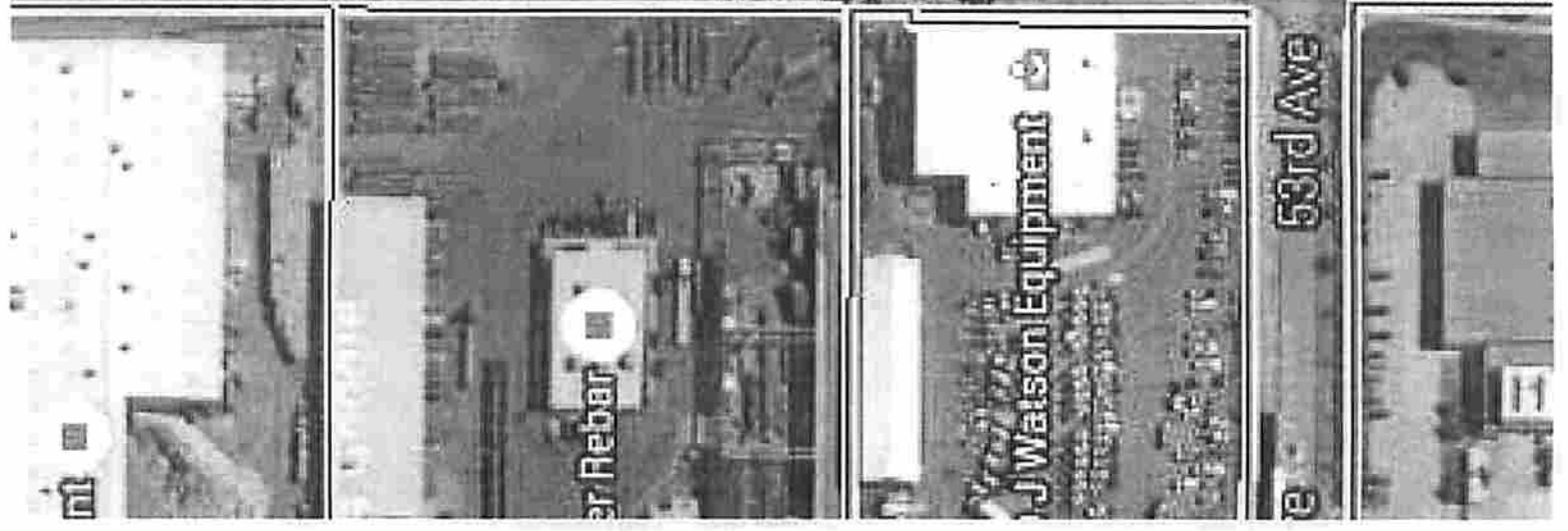


EXHIBIT C

WHEN RECORDED MAIL TO:

Division of Real Estate
Attention: Lisa Lumley
201 W. Colfax Ave., Dept. 1010
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS DEED, made this ___ day of _____, 2016, between **ROCKING M CATTLE CO**, whose address is 6205 South Main Street, Suite D-290, Aurora, Colorado and **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202, Grantee:

WITNESSETH, That Grantor, for and inconsideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantees and Grantees' heirs, successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City and County of Denver, and State of Colorado described as follows:

See Exhibit A attached hereto and by this reference incorporated herein;

Also known by street and number as 5300 Franklin Street, Denver, CO, 80216, Denver, Colorado;

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee and Grantee's heirs, successors, and assigns forever. And Grantor, for Grantor and Grantor's heirs and personal representatives, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of **ROCKING M CATTLE CO**, whose address is 6205 South Main Street, Suite D-290, Aurora, Colorado Grantor.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

PARCEL A
 THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS
 COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, COLORADO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14,
 THENCE NORTH 291.00 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES EAST 92.50 FEET TO A POINT
 ON THE EASTERLY LINE OF THE NORTHWESTERN TERMINAL RAILWAY, WHICH
 POINT IS THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 89 DEGREES 58 MINUTES EAST, 142.00 FEET; THENCE NORTH 07 DEGREES 32
 MINUTES EAST, 287.00 FEET; THENCE NORTH 21 DEGREES 28 MINUTES EAST, 75.00 FEET; THENCE
 NORTH 15 DEGREES 55 MINUTES EAST, 163.4 FEET; THENCE NORTH 07 DEGREES 23 MINUTES EAST,
 114.1 FEET; THENCE NORTH 07 DEGREES 28 MINUTES EAST, 118.99 FEET; THENCE NORTH 89
 DEGREES 58 MINUTES WEST, 229.41 FEET, TO THE EAST LINE OF THE RIGHT-OF-WAY OF THE
 NORTHWESTERN TERMINAL RAILWAY; THENCE SOUTHERLY, ALONG THE SAID RIGHT-OF-WAY LINE,
 121.48 FEET, MORE OR LESS, TO AN ANGLE POINT ON THE BOUNDARY OF THE CORPORATE LIMITS
 OF ADAMS COUNTY; THENCE WESTERLY, ALONG THE EXTENSION OF SAID BOUNDARY OF SAID
 CORPORATE LIMITS, 16.48 FEET, TO A POINT 16.00 FEET WEST OF THE EAST LINE OF THE
 NORTHWESTERN TERMINAL RAILWAY; THENCE SOUTHERLY, AND PARALLEL TO SAID EAST LINE, 22.54
 FEET, TO A POINT ON THE SOUTH CORPORATE LIMITS OF ADAMS COUNTY; THENCE CONTINUING
 SOUTHERLY ALONG A LINE 16.00 FEET WEST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE
 OF THE STOCKYARDS BRANCH OF THE DENVER AND RIO GRANDE RAILROAD COMPANY, TO A POINT
 LYING 561 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION
 14 AND AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE
 EASTERLY, AT RIGHT ANGLES TO THE EAST LINE OF SAID RAILWAY RIGHT-OF-WAY, 16.00 FEET, TO
 THE EAST LINE OF SAID RAILWAY RIGHT-OF-WAY; THENCE SOUTHERLY, ALONG SAID EAST LINE TO
 THE POINT OF BEGINNING
 EXCEPT THEREFROM THAT PORTION THAT LIES WITHIN THE OFFICIAL CHANNEL OF THE
 SOUTH PLATTE RIVER.
 AND EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED JANUARY 20, 1936 IN BOOK 229
 AT PAGE 179
 RECEPTION NO. 9400156368
 AND EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED OCTOBER 13, 1994 UNDER
 RECEPTION NO. 2004205284
 PARCEL B:
 THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY,
 COLORADO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE NORTH 00 DEGREES 14 MINUTES
 EAST, ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE
 QUARTER, 932.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES EAST, 148.70 FEET TO A POINT ON
 THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE NORTHWESTERN TERMINAL RAILWAY COMPANY,
 WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES EAST,
 195.70 FEET; THENCE NORTH 21 DEGREES 01 MINUTES EAST, 110.00 FEET TO A POINT OF CURVE,
 THENCE ON A 04 DEGREES 25 MINUTES CURVE TO THE RIGHT 123.50 FEET; THENCE NORTH 89
 DEGREES 58 MINUTES WEST, 204.00 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF THE
 NORTHWESTERN TERMINAL RAILWAY RIGHT-OF-WAY; THENCE SOUTHWESTERLY, ON A CURVE TO
 THE LEFT, 50.00 FEET FROM AND MEASURED PERPENDICULAR TO THE CENTER LINE OF SAID
 RAILWAY 230.70 FEET; THE CHORD OF WHICH BEARS SOUTH 20 DEGREES 33 MINUTES WEST 230.40
 FEET, TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF
 COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14,

LEGAL DESCRIPTION

EXHIBIT A

THENCE NORTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, 143 29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID WEST LINE A DISTANCE OF 147.71 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127 30 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 866 10 FEET. AN ARC LENGTH OF 195 75 FEET, A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 42 SECONDS, WHOSE CHORD BEARS SOUTH 40 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 195 00 FEET TO THE POINT OF BEGINNING

EXCEPT THAT PORTION DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 30, 2004 UNDER RECEPTION NO 2004205284

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 58.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15.00 FEET EAST OF THE EXISTING CENTERLINE OF THE STOCKYARDS BRANCH RAILROAD TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE NORTHERLY AND PARALLEL WITH SAID RAIL TRACK NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 227 65 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 1511.49 FEET, AN ARC LENGTH OF 649 03 FEET WHOSE CHORD BEARS NORTH 12 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 644 05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 32 58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 03 SECONDS, A RADIUS OF 1382.69 FEET AND WHOSE CHORD BEARS SOUTH 17 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.80 FEET, AN ARC LENGTH OF 350.74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 16 31 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 254.92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 16 00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 269.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.86 FEET TO THE POINT OF BEGINNING.

PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 58 64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15 00 FEET EAST OF THE EXISTING CENTERLINE OF THE STOCKYARDS BRANCH RAILROAD TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE NORTHERLY AND PARALLEL WITH SAID RAIL TRACK NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 227.65 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 1511.49 FEET, AN ARC LENGTH OF 649.03 FEET WHOSE CHORD BEARS NORTH 12 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 644 05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 32 58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 03 SECONDS, A RADIUS OF 1382.69 FEET AND WHOSE CHORD BEARS SOUTH 17 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 349 80 FEET, AN ARC LENGTH OF 350 74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.31 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 254 92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 16 00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 269 69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 33 86 FEET TO THE POINT OF BEGINNING.