

PURCHASE AND SALE AGREEMENT
(5135 Race Court)

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”), and **B.H. PARTNERSHIP B, L.P., a Delaware limited partnership**, whose address is 11111 Santa Monica Blvd, Suite 600, Los Angeles, CA 90025 (“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, 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”); and

C. The City has the power of eminent domain under Article XX of the Colorado Constitution.

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 5135 Race Court, Denver, CO, 80216, 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, and warranties and guarantees associated with the property described in Exhibit 1 (collectively “Property”). A demonstrative drawing of the Property is attached as **Exhibit 2** for reference purposes only.

2. PURCHASE PRICE.

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 **SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00)** (“Purchase Price”), plus the actual cost of all closing costs and the City shall reimburse all expenses, incurred by the Owner (except interest expense) from the date Owner obtains title to the Property to the date of Closing, as defined herein, up to a maximum amount of \$100,000.00 which shall be paid in good funds which comply with all

applicable Colorado laws, including cash, certified check, cashier's check or electronic wire transfer.

b. Earnest Money Deposit. By no later than ten (10) days after the Effective Date, City shall deposit Fifty Thousand Dollars (\$50,000.00) ("Earnest Money") in to an escrow account held by Land Title Guarantee Company ("Title Company"). If City elects to proceed to Closing and Closing occurs, the Earnest Money shall be applied to the Purchase Price. If City elects not to close due to Owner's failure to cure any defects or conditions objected to and not waived by City in the manner and within the deadlines set forth in Section 7 below or because of Owner's default hereunder as provided for in this Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to City within seven (7) days.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in paragraph 7(a), Owner shall disclose, in writing, to the City all information Owner has actual knowledge of regarding any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If Owner acquires any actual knowledge of any additional information regarding environmental contamination, 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. 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 written notice before conducting such tests; (2) such tests shall not unreasonably interfere with Owner's business operations; and (3) City agrees 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. City agrees, at City's sole cost and expense to repair any damage caused by City performing

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

4. INSPECTION/SURVEY. The City has the right to inspect the physical condition of the Property and have an ALTA survey conducted of the Property, provided however, that: (1) City shall give Owner reasonable written notice before conducting such inspection or surveys; (2) such inspection or surveys shall not unreasonably interfere with Owner's business operations; and (3) City agrees 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. City agrees, at its sole cost and expense, to repair any damage caused by City while inspecting the Property. 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. At Owner's sole cost and expense, Owner may 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, the City, at 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 other than those obligations which specifically survive the Closing or termination of this Agreement.

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 seven (7) 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 survey(s) in Owner's possession pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, liens or other title matters not shown by the public records of which Owner has actual knowledge 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. At Owner's sole cost and expense, Owner may 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, 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.

6. CLOSING PRE-CONDITIONS. Owner shall fully cooperate with the City to do all things necessary, 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 other than those obligations which specifically survive the Closing or termination of this Agreement.

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 4 and 5(c) of this Agreement, above, no later than 5 p.m. local time fifteen (15) days after the deadline for Owner to deliver documents and make disclosures under paragraphs 3(a), 5(b) and 7(a) of this Agreement.

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 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 four (4) 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 October 29, 2015 ("Closing") unless otherwise agreed to by the City's 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 AND EXECUTION OF EASEMENTS. 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).

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

11. **REPRESENTATIONS AND WARRANTIES.**

a. Owner, to the best of its actual knowledge, warrants and represents that at the time of conveyance:

- i. There are no other parties in possession and the City shall have possession as of Closing or as otherwise agreed to herein; and
- ii. There are no leasehold interests in the Property; and
- iii. There is no known condition existing with respect to the Property or its operation, that with Owner's actual knowledge 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. Owner has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and
- v. 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, nor does Owner know of any grounds for any such litigation, proceeding or investigations; and
- vi. Each and every document, schedule, item, and other information delivered or to be delivered by the Owner to the City or made available to the City for inspection under this Agreement is complete or will be complete on the timeframes set forth herein; and
- vii. Owner has provided or will provide, on the timeframes set forth herein, the City with a copy of all leases or rental and all other agreements and documents not shown in the real property records relating to the Property, or to any part thereof under Paragraph 5 of this Agreement (Title); and
- viii. There are no improvements, real or personal, on the Property not owned by the Owner and Owner warrants to the City that it is the lawful owner of all other improvements located in or on the Property and is entitled to the Purchase Price as compensation for the same; and
- ix. There are no claims of possession not shown by record, as to any part of the Property; and
- x. With respect to environmental matters, except as previously disclosed herein:
 - (1) No part of the Property has ever been used as a landfill by Owner; and

- (2) Owner has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Property; and
- (3) Owner has no actual knowledge or information that the Property is or may be contaminated with any hazardous substances or toxic substances; and
- (4) Owner has not caused and will not cause, and there never has occurred, the release of any hazardous substances or toxic substances on the Property; and
- (5) Owner has received no written or official notification that the Property is subject to any federal, state or local lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property; and
- (6) Owner has no knowledge or information as to any storage tanks on or beneath the Property.

b. The City, as purchaser and not in its capacity as a governmental entity with police and other regulatory powers, agrees to release Owner from any claims the City would have against the Owner related to environmental contamination or remediation.

c. Each Party hereto represents to the other Party that:

- i.** It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;
- ii.** The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;
- iii.** To the actual knowledge of the Director of the Division of Real Estate for the City and Owner, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;

- iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;
- v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and
- vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT HE OR IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THE SAME.

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

13. **NO NEW LEASES.** Prior to the Closing, Owner shall not enter into new leases or subleases without the prior written consent of the City.

14. **CLOSING COSTS, DOCUMENTS AND SERVICES.** The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City shall provide to Owner a copy of any title insurance policy obtained by the City within thirty (30) days of the City obtaining same. The City and Owner shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City shall provide a copy of all such customary or required Closing documents to Owner at least seven (7) days before Closing.

15. **PRORATIONS.** The City shall pay any and all taxes and special assessments accrued and owed on the Property through the date of Closing. Based on the most recent levy and the most recent assessment, at or before Closing, the City shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

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. 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, then all payments and things of value received under this Agreement shall be returned and the Parties shall be relieved of all obligations under this Agreement other than those obligations which specifically survive the Closing or termination of this Agreement.

18. **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.

19. **NO BROKER'S FEES**. The City and Owner represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the City to pay any commission or fees. Any arrangements that Owner has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Owner, and such payment to McLin Commercial by Owner is to be pursuant to separate agreement.

20. **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.

21. **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.

22. **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.

23. 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.

24. 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, if to the Owner at the addresses or facsimile numbers listed below and if to the City at the addresses or facsimile numbers given below. Notices delivered personally or sent electronically or by facsimile 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

and

Manager
Department of Public Works
201 West Colfax Avenue, Department 608
Denver, Colorado 80202
facsimile: 720.865.8795

With copies of termination and similar notices to:

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

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept 1207
Denver, Colorado 80202

If to Owner:

B.H. PARTNERSHIP B, L.P.
Attn: Steve Gozini
11111 Santa Monica Blvd
Suite 600
Los Angeles, CA 90025 and

(310) 820-8888 (phone)
steve.gozini@bhproperties.com

With copies of termination and similar notices to:

B.H. PARTNERSHIP B, L.P.

Attn: Andy Van Tuyle
11111 Santa Monica Blvd
Suite 600
Los Angeles, CA 90025 and
(310) 820-8888 (phone)
andrew.vantuyle@bhproperties.com

25. 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 City's Director of the Division of Real Estate and an authorized representative of Owner.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. MERGER. The terms of this Agreement survive Closing and do not merge into the Deed conveying the Property.

33. 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.

34. 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.

35. 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.

36. COUNTERPARTS. This Agreement may be executed in two (2) 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

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

38. 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.

39. 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:

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:

By _____

By _____

By _____



Contract Control Number: FINAN-201523410-00

Contractor Name: B. H. PARTNERSHIP B, L.P.

SEE
ATTACHED

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)




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

OWNER:

B. H. Partnership B, L.P.,
a Delaware limited partnership

By: B.H. Holding Company I, Inc.,
a Delaware corporation,
its General Partner

AG By: 
Arsalan Gozini, President

CITY:



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

OWNER:

B. H. Partnership B, L.P.,
a Delaware limited partnership

By: B.H. Holding Company I, Inc.,
a Delaware corporation,
its General Partner

By: _____
Arsalan Gozini, President

Exhibit 1

Legal Description

PARCEL A:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGER 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 266.26 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER COUNTY RECORDS, A DISTANCE OF 631.27 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; WHENCE CORNER NO. 1 OF THE DENVER UNION STOCK YARD SURVEY BEARS SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 703.18 FFET;

THENCE 54 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 533.52 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE RIO GRANDE RAILROAD;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG SAID RIO GRANDE RAILROAD RIGHT OF WAY , A DISTANCE OF 774.28 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF VACATED 51ST AVENUE;

THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF 51ST AVENUE, A DISTANCE OF 50.0 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERN EXTENSION;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 240.86 FEET,

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, THE TANGENT OF WHICH BEARS NORTH 39 DEGREES 36 MINUTES 24 SECONDS EAST, AND HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 25 SECONDS, A DISTANCE OF 103.83 FEET TO A POINT OF TANGENCY;

THENC ENORTH 34 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 765.03 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE DESCRIBED FEE PARCEL THE FOLLOWING PARCEL:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;
THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;
THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET;
THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;
THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT
OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL B:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH
PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 14;

TENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF
SECTION 14, A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 97.75 FEET TO THE POINT
OF BEGINNING;

THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.12 FEET TO A POINT
LOCATED 10 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE DENVER
& RIO GRANDE WESTERN RAILROAD COMPANY'S I.C.C. TRACK NO. 12G;

THENCE SOUTHWESTERLY, PARALLEL TO AND 10 FEET DISTANT FROM SAID TRACK CENTERLINE ON A
CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL
ANGLE OF 8 DEGREES 40 MINUTES 18 SECONDS AND A RADIUS OF 1397.64 FEET, A DISTANCE OF 211.52
FEET TO A POINT 30 FEET EASTERLY FROM THE SAID NORTH-SOUTH CENTERLINE FO SECTION 14, THE
CHORD OF SAID CURVE BEARS SOUTH 6 DEGREES 29 MINUTES 31 SECONDS WEST FOR A DISTANCE OF
211.33 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, PARALLEL TO AND 30 FEET EASTERLY OF
SAID NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 523.44 FEET, MORE OR LESS, TO THE
NORTH LINE OF 51ST AVENUE;

THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF 51ST AVENUE, A
DISTANCE OF 50 FEET MORE OR LESS TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED
JULY 20, 1978 IN BOOK 1709 AT PAGE 28 OF THE DENVER COUNTY RECORDS;

TENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 714.28 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS AS RESERVED IN DEED FROM SHOENBERG FAMS, INC. TO WEDCO INVESTMENTS RECORDED SEPTEMBER 22, 1982 IN BOOK 2659 AT PAGE 343, SAID EASEMENT IS 25 FEET IN WIDTH, WHICH IS EAST OF AND PARALLEL WITH THE FOLLOWING COURSES:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;

THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;

THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;

THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF TERMINUS.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973, IN BOOK 668 AT PAGE 57, IN AS MUCH AS SAID EASEMENT BENEFITS SUBJECT PROPERTY.

TITLE AND EASEMENT NOTE

This survey does not constitute a title search by Jacobs Engineering Group Inc. to determine ownership, Rights of Way, or easements of record.
 For all information regarding easements, Jacobs Engineering Group Inc. relied upon Commitment No. ABD70459562-4 Effective Date: August 06, 2015 prepared by Land and Title Guarantee Company, All tax information, liens, if any, leases, deeds of trust, releases assignments, assumptions, terms, agreements, provisions, conditions and obligations for the property shown hereon are reflected in said title commitment.

SCHEDULE A:

PARCEL C AS SHOWN HEREON IN THE PROPERTY DESCRIPTION AND REFERENCED IN SAID TITLE COMMITMENT IS THE SAME PROPERTY AS REFERENCED BY FOLLOWING EXCEPTION 9.

PARCEL D AS SHOWN HEREON IN THE PROPERTY DESCRIPTION AND REFERENCED IN SAID TITLE COMMITMENT IS THE SAME PROPERTY AS REFERENCED BY THE FOLLOWING EXCEPTIONS 10, 11 and 17.

EXCEPTIONS

Numbers correspond to Schedule B Section 2 items as delineated in Title Commitment by LAND TITLE GUARANTEE CO Commitment No. ABD70459562-2.

1-8) Standard Exceptions.

9. BURDENS AND OBLIGATIONS IN CONNECTION WITH THOSE EASEMENT RIGHTS SET FORTH IN SCHEDULE A HEREIN. (AFFECTS PARCEL C)
 Exception 9 benefits Subject Property, and is graphically depicted hereon.

10. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57.
 Exception 10 affects Subject Property, but cannot be graphically depicted, except as addressed by Exception 11.

11. ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE RAILROAD LOCATED ON, AND/OR ABUTTING SAID PROPERTY; AND ANY RIGHT, TITLE OR INTEREST, IN FEE SIMPLE, IN AND TO A TRACT OF LAND SEVENTEEN (17) FEET IN WIDTH, BEING EIGHT AND ONE-HALF (8 1/2) FEET ON EITHER SIDE OF THE CENTER LINE OF THE RAILROAD TRACKS, NOW EXISTING, AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57.
 NOTE: SAID INSTRUMENT FAILS TO IDENTIFY EXACT LOCATION OF SAID 17 FOOT STRIP.
 Exception 11 affects Subject Property, field located tracks were relied upon to place this exception.

12. EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR RIGHT OF WAY, UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 06, 1969, IN BOOK 9988 AT PAGE 581.
 Exception 12 affects subject property, and is graphically depicted hereon.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 28, 1974 IN BOOK 854 AT PAGE 374.
 Exception 13 affects subject property, and is graphically depicted hereon.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WARRANTY DEED RECORDED AUGUST 17, 1978 IN BOOK 1727 AT PAGE 619.
 Exception 14 affects subject property, and is graphically depicted hereon.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN QUIT CLAIM DEEDS FOR UTILITY EASEMENTS RECORDED NOVEMBER 15, 1982 IN BOOK 2691 AT PAGES 462 AND 463.
 Exception 15 affects subject property, and is graphically depicted hereon.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL WARRANTY DEED RECORDED FEBRUARY 11, 1993 UNDER RECEPTION NO R-93-0019289.
 Exception 16 affects subject property, but cannot be graphically depicted

17. ALSO TOGETHER WITH A PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973, IN BOOK 668 AT PAGE 57 IN AS MUCH AS SAID EASEMENT BENEFITS SUBJECT PROPERTY
 Exception 17 affects subject property, See Exception 11, field located tracks were relied upon to place this Exception.

18. ANY FACT, RIGHT, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JULY 31, 2015 PREPARED BY JACOBS, JOB RACE COURT ALTA: SAID DOCUMENT STORED AS OUR ESI 24123298

- A. THE ENCROACHMENT OF A BUILDING INTO PARCEL C OF THE LAND.
- B. THE ENCROACHMENT OF A "AIR HANDLER UNIT" AND A "FUEL TANK AND GUARD RAIL" ONTO PARCEL A OF THE LAND.
- C. ANY RIGHTS AND/OR UNRECORDED AGREEMENTS REGARDING THE RAILROAD TRACKS LOCATED UPON PARCELS A AND B OF THE LAND
 Exception 18 affects subject property, See Exception 11, field located tracks were relied upon to place Exception 18c.

GENERAL NOTES

1. BASIS OF BEARINGS:
 Bearings are based upon the west line of the Southeast Quarter of Section 14, Township 3 South, Range 68 West of the 6th P.M. as monumented and shown hereon and is assumed to bear S00°20'33"W. The bearings as contained within the Property Description as shown hereon have been rotated from the record by 00°04'12" in order to match the City and County of Denver local projection.

2. UTILITY NOTE:
 No utilities were located for this survey.

3. STATUTE OF LIMITATIONS:
 NOTICE: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

4. CERTIFICATION NOTE:
 The word "certify" as shown and used hereon means an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty guaranteed, expressed or implied.

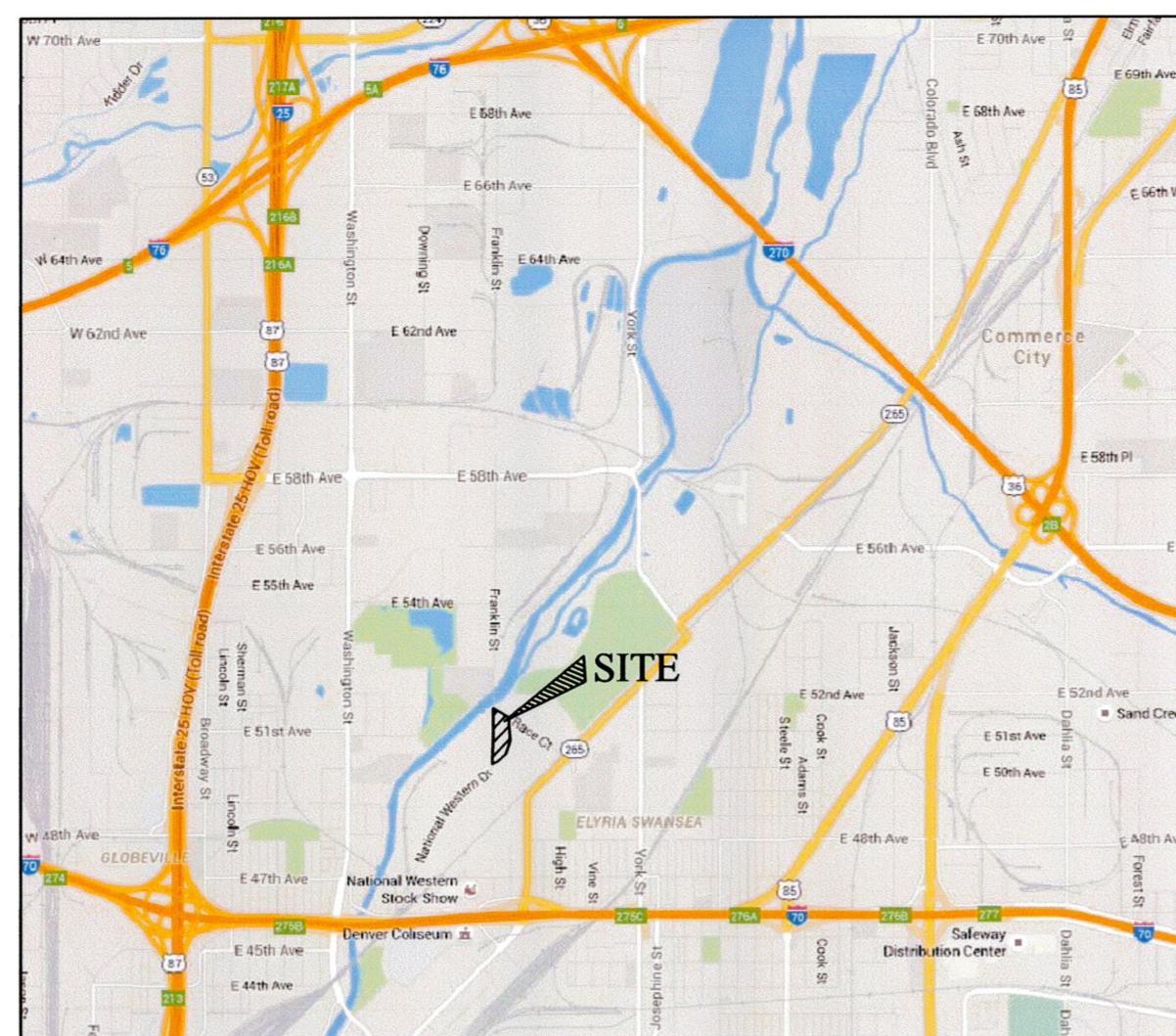
5. MONUMENTATION NOTICE:
 Any person who knowingly removes, alters or defaces any public land survey monument or accessory commits a class two (2) misdemeanor pursuant to state statute 18-4-506 C.R.S.

6. UNITS:
 The unit used on this plat is the US Survey Foot.

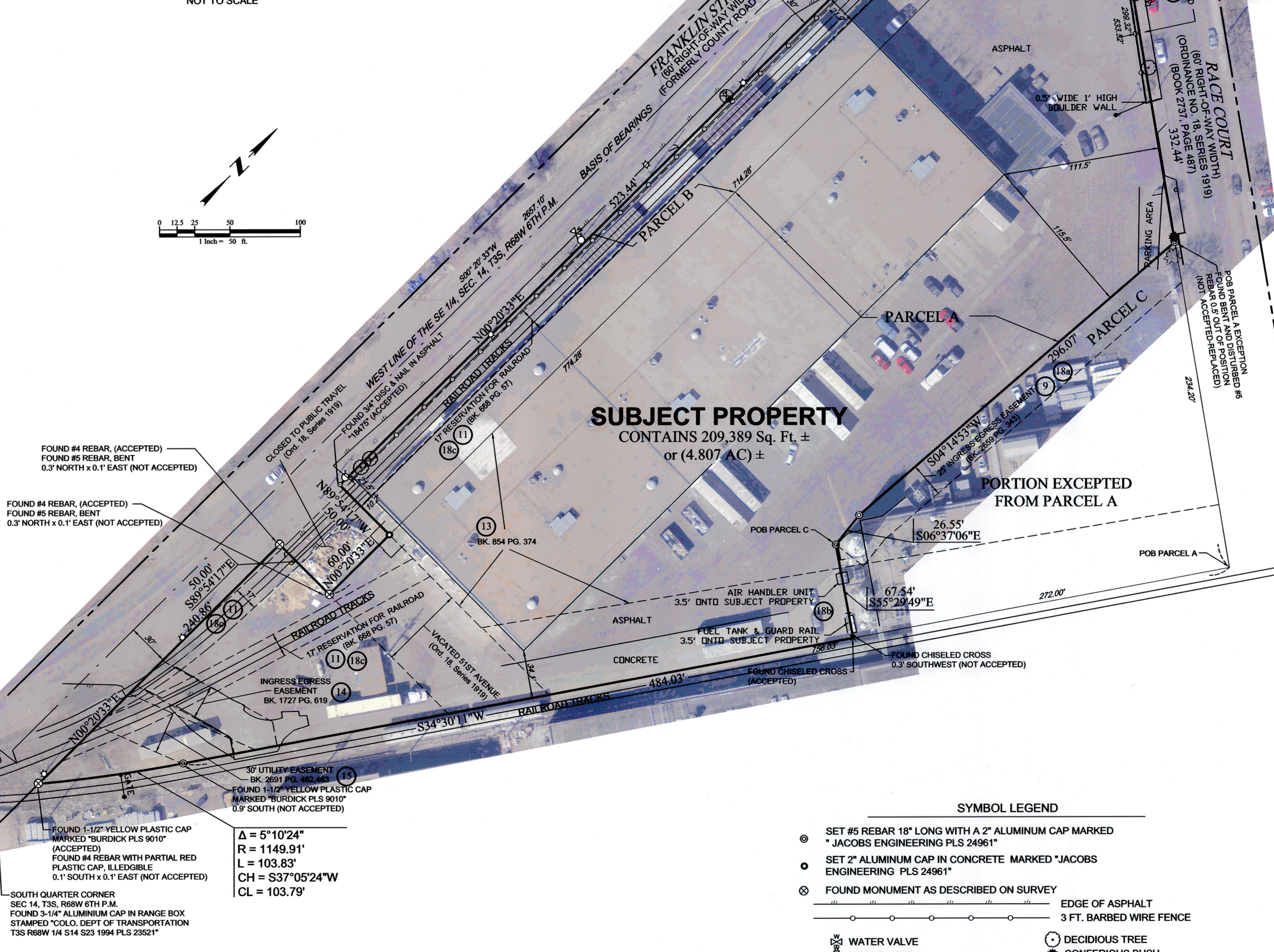
7. ORTHOPHOTOGRAPHY & BUILDING DISTORTION:
 Orthophotography shown hereon was supplied by the Denver Regional Council of Governments 2014, 0.5' pixel resolution and is the basis for showing the location of certain features (excluding boundaries) such as parking, curbs, entrances, drainage features, etc. Buildings shown in the Digital Ortho Photos can have a distortion caused by angle of the plane taking the photograph and this is exaggerated in proportion to the building height. This building was field surveyed and measured and is dimensioned correctly to the boundary shown on the survey.

ALTA/ACSM LAND TITLE SURVEY

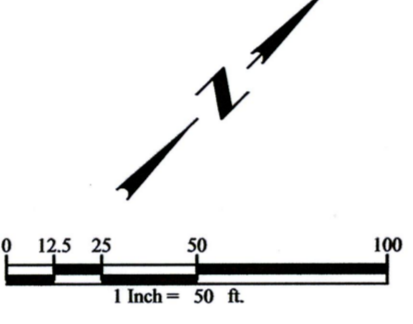
5135 RACE COURT
 SE 1/4 OF SECTION 14 TOWNSHIP 3 SOUTH RANGE 68 WEST OF THE 6TH P.M.
 CITY AND COUNTY OF DENVER, STATE OF COLORADO
 SHEET 1 OF 1



VICINITY MAP
 NOT TO SCALE



$\Delta = 8^{\circ}40'18''$
 $R = 1397.64'$
 $L = 211.53'$
 $CH = N06^{\circ}33'43''E$
 $CL = 211.33'$



SUBJECT PROPERTY
 CONTAINS 209,389 Sq. Ft. ±
 or (4.807 AC) ±

PORTION EXCEPTED FROM PARCEL A

- SYMBOL LEGEND**
- ⊙ SET #5 REBAR 18" LONG WITH A 2" ALUMINUM CAP MARKED "JACOBS ENGINEERING PLS 24961"
 - ⊙ SET 2" ALUMINUM CAP IN CONCRETE MARKED "JACOBS ENGINEERING PLS 24961"
 - ⊙ FOUND MONUMENT AS DESCRIBED ON SURVEY
 - EDGE OF ASPHALT
 - 3 FT. BARBED WIRE FENCE
 - ⊙ WATER VALVE
 - ⊙ WATER VENT
 - ⊙ RAILROAD SIGN
 - ⊙ FIRE HYDRANT
 - ⊙ DECIDUOUS TREE
 - ⊙ CONIFEROUS BUSH
 - ⊙ GUY WIRE TIE DOWN
 - ⊙ LIGHT POLE
 - Ⓜ TITLE COMMITMENT B-2 EXCEPTION IDENTIFIER

PROPERTY DESCRIPTION

Provided by: LAND TITLE GUARANTEE CO., Title Commitment No. ABD70459562-2

PARCEL A:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 266.26 FEET TO A POINT;
 THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER CITY RECORDS, A DISTANCE OF 631.27 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; WHENCE CORNER NO. 1 OF THE DENVER UNION STOCK YARD SURVEY BEARS SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 703.18 FEET;
 THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 533.52 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE RIO GRANDE RAILROAD;
 THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG SAID RIO GRANDE RAILROAD RIGHT OF WAY, A DISTANCE OF 774.28 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF VACATED 51ST AVENUE;
 THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF 51ST AVENUE, A DISTANCE OF 50.0 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION;
 THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 240.86 FEET;
 THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, THE TANGENT OF WHICH BEARS NORTH 39 DEGREES 36 MINUTES 24 SECONDS EAST, AND HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 25 SECONDS, A DISTANCE OF 103.83 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 34 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 756.03 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED FEE PARCEL THE FOLLOWING PARCEL:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;
 THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;
 THENCE NORTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;
 THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET;
 THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;
 THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF BEGINNING.

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 266.26 FEET;
 THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 97.75 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.12 FEET TO A POINT LOCATED 10 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY'S I.C.C. TRACK NO. 12G;
 THENCE SOUTHWESTERLY, PARALLEL TO AND 10 FEET DISTANT FROM SAID TRACK CENTERLINE ON A CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 8 DEGREES 40 MINUTES 18 SECONDS AND A RADIUS OF 1397.64 FEET, A DISTANCE OF 211.53 FEET TO A POINT 30 FEET EASTERLY FROM THE SAID NORTH-SOUTH CENTERLINE OF SECTION 14, THE CHORD OF SAID CURVE BEARS SOUTH 6 DEGREES 29 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 211.33 FEET;
 THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, PARALLEL TO AND 30 FEET EASTERLY OF SAID NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 523.44 FEET, MORE OR LESS, TO THE NORTH LINE OF 51ST AVENUE;
 THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF 51ST AVENUE, A DISTANCE OF 50 FEET MORE OR LESS TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED JULY 20, 1978 IN BOOK 1709 AT PAGE 28 OF THE DENVER CITY RECORDS;
 THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 714.28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

AND TOGETHER WITH A PERPETUAL EASEMENT FOR VEHICULAR INGRESS AND EGRESS AS RESERVED IN DEED FROM SHOENBERG FARMS, INC. TO WEDCO INVESTMENTS RECORDED SEPTEMBER 22, 1982 IN BOOK 2659 AT PAGE 343, SAID EASEMENT IS 25 FEET IN WIDTH, WHICH IS EAST OF AND PARALLEL WITH THE FOLLOWING COURSES:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;
 THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO A POINT;
 THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 234.21 FEET;
 THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;
 THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;
 THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;
 THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF TERMINUS.

PARCEL D:

AND TOGETHER WITH A PERPETUAL EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973, IN BOOK 668 AT PAGE 57, IN AS MUCH AS SAID EASEMENT BENEFITS SUBJECT PROPERTY.

ALTA/ACSM CERTIFICATION

TO: LAND TITLE GUARANTEE COMPANY, B.H. PARTNERSHIP B, L.P., A DELAWARE LIMITED PARTNERSHIP, AND CITY AND COUNTY OF DENVER

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Item 1 of Table A thereof. The field work was completed on 7/29/15.

Marla M. McOmber, PLS 24961
 Date: _____
 For and on behalf of Jacobs Engineering Group Inc.
 707 17th St. Denver, CO 80202
 303-820-5240



DEPOSIT CERTIFICATE

Deposited this _____ day of _____, 20____, at _____ M In Book _____ of the County Surveyor's Land Survey / Right-of-way Surveys at Page _____ Reception No. _____

County Surveyor _____ By Deputy County Surveyor _____

JACOBS PROJECT NO. _____
 CLIENT PROJECT NO. _____
 REVISION DESCRIPTION _____
 DRAWN: MCG DATE: 8/12/2015 SCALE: 1"=50'
JACOBS
 707 17th Street, Suite 2400, Denver, CO 80202
 (303) 820-5240 Fax (303) 820-5296
 THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

5135 RACE COURT
 SOUTHEAST QUARTER, SECTION 14
 TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH P.M.
 TITLE: ALTA/ACSM SURVEY
 REVISION: _____ DRAWING NO. Race Court ALTA.dwg SHEET NO. 1 of 1

EXHIBIT 3

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 _____, 2015, between **B.H. PARTNERSHIP B, L.P.**, a Delaware limited partnership, whose address is 11111 Santa Monica Blvd, Suite 600, Los Angeles, CA 90025 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 5135 Race Court, 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 _____, 2015, by _____, the _____ of **B.H. PARTNERSHIP B, L.P, a Delaware limited partnership**, whose address is 11111 Santa Monica Blvd, Suite 600, Los Angeles, CA 90025, Grantor.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGER 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 266.26 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER COUNTY RECORDS, A DISTANCE OF 631.27 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; WHENCE CORNER NO. 1 OF THE DENVER UNION STOCK YARD SURVEY BEARS SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 703.18 FEET;

THENCE 54 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 533.52 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE RIO GRANDE RAILROAD;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG SAID RIO GRANDE RAILROAD RIGHT OF WAY , A DISTANCE OF 774.28 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF VACATED 51ST AVENUE;

THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF 51ST AVENUE, A DISTANCE OF 50.0 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERN EXTENSION;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 240.86 FEET,

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, THE TANGENT OF WHICH BEARS NORTH 39 DEGREES 36 MINUTES 24 SECONDS EAST, AND HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 25 SECONDS, A DISTANCE OF 103.83 FEET TO A POINT OF TANGENCY;

THENCE NORTH 34 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 765.03 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE DESCRIBED FEE PARCEL THE FOLLOWING PARCEL:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;
THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;
THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET;
THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;
THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL B:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 14;

TENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 97.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.12 FEET TO A POINT LOCATED 10 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY'S I.C.C. TRACK NO. 12G;

THENCE SOUTHWESTERLY, PARALLEL TO AND 10 FEET DISTANT FROM SAID TRACK CENTERLINE ON A CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 8 DEGREES 40 MINUTES 18 SECONDS AND A RADIUS OF 1397.64 FEET, A DISTANCE OF 211.52 FEET TO A POINT 30 FEET EASTERLY FROM THE SAID NORTH-SOUTH CENTERLINE FO SECTION 14, THE CHORD OF SAID CURVE BEARS SOUTH 6 DEGREES 29 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 211.33 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, PARALLEL TO AND 30 FEET EASTERLY OF SAID NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 523.44 FEET, MORE OR LESS, TO THE NORTH LINE OF 51ST AVENUE;

THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF 51ST AVENUE, A DISTANCE OF 50 FEET MORE OR LESS TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED JULY 20, 1978 IN BOOK 1709 AT PAGE 28 OF THE DENVER COUNTY RECORDS;

TENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 714.28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS AS RESERVED IN DEED FROM SHOENBERG FAMS, INC. TO WEDCO INVESTMENTS RECORDED SEPTEMBER 22, 1982 IN BOOK 2659 AT PAGE 343, SAID EASEMENT IS 25 FEET IN WIDTH, WHICH IS EAST OF AND PARALLEL WITH THE FOLLOWING COURSES:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;

THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;

THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;

THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF TERMINUS.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973, IN BOOK 668 AT PAGE 57, IN AS MUCH AS SAID EASEMENT BENEFITS SUBJECT PROPERTY.