PURCHASE AND SALE AGREEMENT
(300 Technology Drive, Broomfield, CO 80021)

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 **CC INTERLOCKEN**, Inc., whose address is 703 Waterford Way, Suite 800, Miami, Florida 33126 ("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 of the National Western Center Project ("Project"); and

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 300 Technology Drive, Broomfield, Colorado 80021, 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) The total purchase price for the Property to be paid by the City at Closing (as defined in this Agreement as just compensation is **ONE MILLION NINETY THOUSAND DOLLARS AND 00/100 DOLLARS ($1,090,000.00)** ("Purchase Price"), 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: Within 10 days of execution by both Parties of this Agreement, the City shall deposit Fifty Thousand Dollars ($50,000.00) ("Earnest Money") in to an escrow account held by the Land Title Guarantee Company ("Title Company"). If the City elects not to close due to Seller's failure to cure and defects or conditions objected to and not waived by the City or because of Seller's default hereunder as provided for in this Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to the City. In the event the Closing does not occur due a default by the City, the Earnest Money,

and any interest accrued thereon, shall be given to Seller as mutually agreed upon liquidated damages in lieu of any other right or remedy which Seller may have at law or in equity. If the City elects to proceed to Closing and Closing occurs, the Earnest Money shall be applied to the Purchase Price.

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 **s**ubstances 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 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. Owner hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests. Prior to doing any inspections at the Property, the City shall cause its contractors and consultants conducting inspections on the Property on City's behalf shall each obtain, and provide evidence to Owner of, not less than $1,000,000.00 comprehensive general liability insurance insuring all activity on the Property, with Owner being named an additional insured thereon.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in paragraph 7(b) of this Agreement, the City shall give notice to Owner of any unacceptable environmental condition relating to the Property and deliver to Owner a copy of any written report obtained by the City describing such condition. At Owner's sole cost and expense,

Owner, may cure such unacceptable environmental conditions by the deadline set forth in paragraph 7(c) to the City's satisfaction. In the event Owner declines to cure the unacceptable environmental conditions by the date set forth in paragraph 7(c) of this Agreement, the City, in its sole discretion, may elect to waive such unacceptable conditions 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.

4. INSPECTION/SURVEY. a.The City shall have the right until the earlier of thirty (30) days from the Effective Date (the "Due Diligence Period") 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; 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. This right to inspect is in addition to the right of the City to obtain an environmental audit. Prior to doing any inspections at the Property, the City shall cause its contractors conducting inspections on the Property on City's behalf shall each obtain, and provide evidence to Owner of, not less than $1,000,000.00 comprehensive general liability insurance insuring all activity on the Property, with Owner being named an additional insured thereon. The City shall give 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.

b.TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR OWNER'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE WARRANTIES OF TITLE IN THE DEED OR ON ANY OTHER DOCUMENTS EXECUTED AND DELIVERED AT THE CLOSING (**"OWNER'S WARRANTIES"**), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY OWNER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, CITY AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR OWNER'S WARRANTIES. c. The City acknowledges and agrees that it is purchasing the Property in an "AS IS, WHERE IS/AS" condition and that the City is responsible for (i) any and all governmental approvals and/or permits

to develop the Property; and (ii) any and all inspection fees, tap/connection fees, the payment of cash in lieu of open land dedication requirement by the City/County of Broomfield and the like.

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. In addition, Owner shall provide all documents that pertain to the Property in possession including but not limited to soil reports, geo tech reports, traffic studies, surveys, leases, operating expenses and any other documents in their possession that would affect one's decision to purchase the property.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give 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.

d. The parties acknowledge and agree that the Property is located within that certain overall development commonly known as Interlocken Advanced Technology Environment (**"Interlocken"**), which is a master planned business park. Ownership of property within Interlocken is governed by the Interlocken Owner's Association, Inc., a Colorado non-profit corporation (**"Association"**), established pursuant to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Interlocken recorded in the real property records formerly of Boulder County, Colorado, now in the City and County of Broomfield, Colorado (**"Records"**) as set forth in the Title Report (collectively **"Covenants"**), the Articles of Incorporation (**"Articles"**) of the Association and the Bylaws of the Association (**"Bylaws"**). (The Covenants, Articles, and Bylaws are hereinafter collectively referred to as the **"Governing Documents"**). Pursuant to the Covenants, an Architectural Control Committee for Interlocken (the **"ACC"**) has been created and has adopted the Design Development and Construction Criteria for Interlocken dated January 1994 (the **"Design Criteria"**), and the Property is subject to the Governing Documents and the Design Criteria. Purchaser agrees that no representation or warranty has been made by Seller with respect to the Governing Documents or Design Criteria.

e. The parties acknowledge and agree that Subdivision Improvement Agreements and Development Agreements (collectively the **"SA"**) recorded in the Records affect the Real

Property and the Real Property must be developed in accordance with the terms of the SA, or any amendment to the SA agreed to and accepted by the City and County of Broomfield, Colorado.

f. City acknowledges that the Property is located within the boundaries of the Interlocken Consolidated Metropolitan District (the **"Metropolitan District"**), and that the Metropolitan District has been organized to provide certain services as provided in the service plan for the Metropolitan District. City hereby acknowledges Owner's disclosure that all of the improvements described in the service plan or other formation documents may or may not be installed by the Metropolitan District and that no representation or warranty is or will be made by the Owner with respect to the Metropolitan District, except as set forth herein.

g. City shall be responsible for any and all impact fees for road, school, fire and prison, any and all tap fees for water and sewer, and any public land or park dedication fees or any monetary payment in lieu thereof, required for City's contemplated development of the Property (the **"Project"**).

6. CLOSING PRE-CONDITIONS. Owner shall fully cooperate with the City to do all things reasonably 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.

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(b), 4(a) and 5(c) of this Agreement, above, no later than 5 p.m. local time, 30 days after the Effective Date (the "Due Diligence Period"). The City may terminate this Agreement for any or no reason within the Due Diligence Period. If the City terminates this Agreement within the Due Diligence Period, the Earnest Money shall be returned to the City.

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 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 thirty (30) days after the completion of Due Diligence ("Closing") set forth in paragraph 4.a., but not later than October 31, 2016 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 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 4** herein ("Deed") to the City at Closing conveying the Property free and clear of all taxes and special assessments (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 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 actual 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. To the best of the Owner's actual knowledge, each and every document, 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. To the best of the Owner's knowledge, Owner has provided or will provide, on the timeframes set forth herein, the City with a copy of any or 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. To the best of Owner's knowledge, 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, to the best of Owner's knowledge:

(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 to the best of the Owner's knowledge, 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 actual knowledge or information as to any storage tanks on or beneath the Property.

b. 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. **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 the parties shall each pay for half of the 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. The City's Director of Real Estate or his designee, shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. **PRORATIONS**. 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, Owner shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

15. **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.

16. **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.

17. **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.

18. **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 other than a brokerage fee of 3.5% of the purchase price that will be due to Dennis McLin, dba McLin Commercial, at closing paid by the Owner. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 listed below and if to the City at the addresses 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:

Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

and

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

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:

CC Interlocken, Inc.
703 Waterford Way, Suite 800
Miami, Florida 33126

24. **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 an authorized representative of Owner.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

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

32. **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 statues, 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.

33. **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.

34. **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.

35. **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

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

37. **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.

38. **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.

39. **Special Taxing Districts**. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT(S) SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. GOVERNMENTAL AGENCIES MAY BE RESPONSIBLE TO PAY SUCH TAXES PURSUANT TO THE "PILOT AGREEMENT" ESTABLISHED PURSUANT TO THE SEVENTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INTERLOCKEN, DATED MARCH 9, 2015.

40. Severability. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shill be deemed severable from all other provisions hereof.

41. Tradenames. All of the tradenames and intellectual property respecting the name "Interlocken" is owned by JPI Interlocken LLLP, a Colorado limited liability limited partnership (**"JPI Interlocken"**). Purchaser's rights to use the name Interlocken are specified in that certain Assignment of Tradenames dated March 23, 2000, between Seller, as assignor, and JPI Interlocken as assignee.

[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_____

CC INTERLOCKEN, INC., A FLORIDA CORPORATION

6/30/16

By: ELIAS VASSILARO JR

Its: EXEC. VICE PRESIDENT

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

The foregoing instrument was acknowledged before me on June 30, 2016 by Elias Vassilaros its Ex. Vice President of CC Interlocken, Inc., a Florida corporation.

Witness my hand and official seal.

My commission expires: _____

REHANA NAZIR
MY COMMISSION # FF 973349
EXPIRES: May 10, 2020
Bonded Thru Notary Public Underwriters

Rehana Nazir

Notary Public

EXHIBIT 1

(Legal Description of Property)

LOT 2, INTERLOCKEN FILING NO. 5A MINOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1996 AT RECEPTION NO. 01592254, IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF BOULDER, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

EXHIBIT 2
(Demonstrative Map of Property)

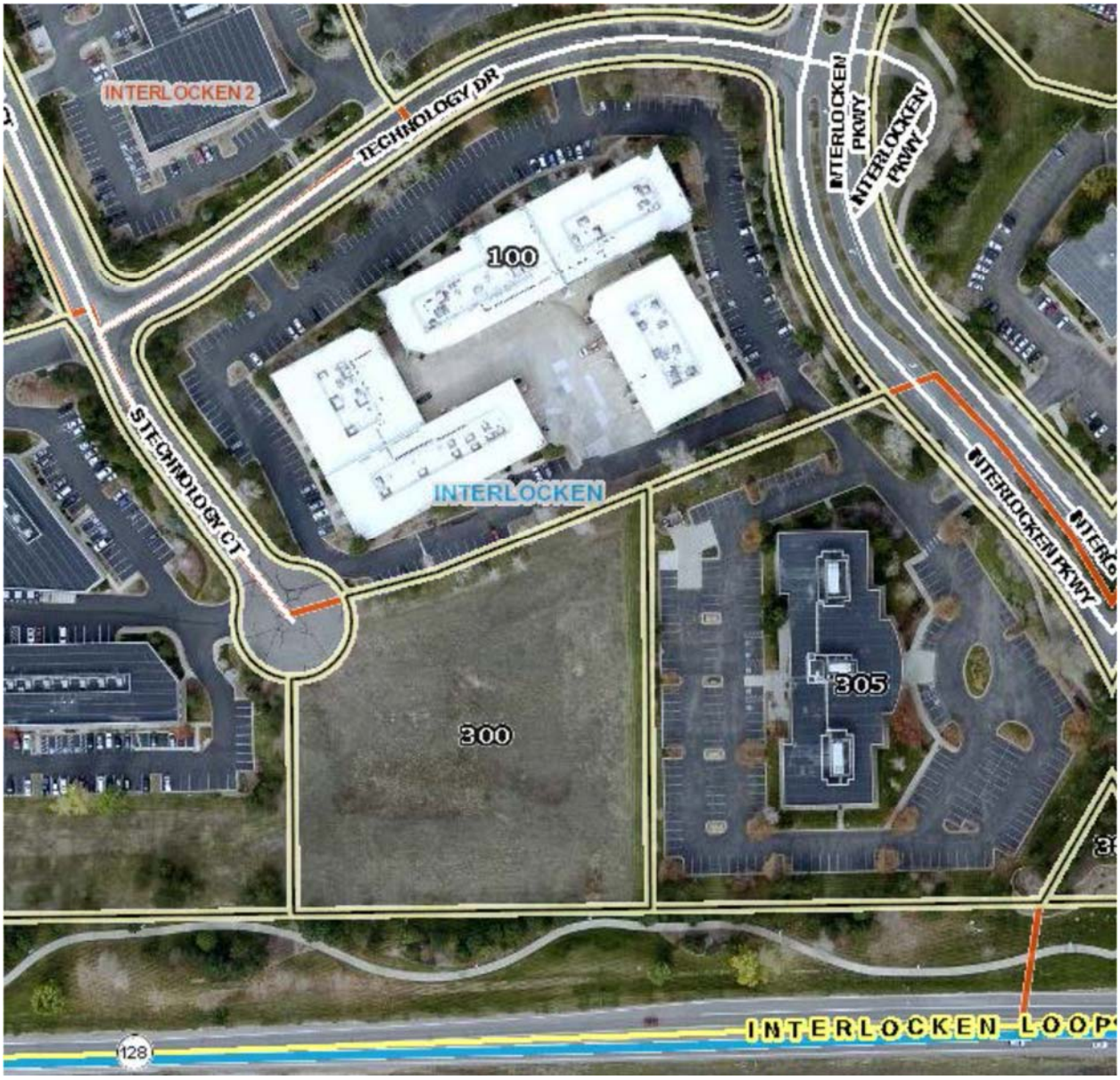

EXHIBIT 4
(Form of Deed)

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed) is dated this _____day of _____ _____, 20____, between **CC INTERLOCKEN, INC**., a Florida corporation ("Grantor"), whose address is 703 Waterford Way, Suite 800, Miami, Florida 33126-4677, and the City and County of Denver a home rule city and municipal corporation in the State of Colorado ("Grantee"), whose address is 1437 Bannock Street, Denver, Colorado 80202 (the "City").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other 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 Grantee, its successors and assigns forever, all of that certain real property situate, lying and being in the County of Broomfield, State of Colorado, more particularly described on Exhibit A attached hereto (the "Property'). The street address for the Property is 1200 Eldorado Boulevard, Broomfield, Colorado.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way 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 Property (including by way of illustration and not limitation, all mineral rights, water rights, any interest in any roads, alleys and sidewalks, all transferable development rights or other entitlements, if any);

SUBJECT to the "Permitted Exceptions" which shall mean:

(i) those matters set forth on Exhibit B attached hereto;

(ii) real property taxes and assessments for 20__and subsequent years; and
(iii) the covenants, conditions, reservations and restrictions hereinafter set forth in this Deed.

AND SUBJECT FURTHER TO the covenants, conditions ans restrictions hereinafter set forth:

TO HAVE AND TO HOLD the Property with the appurtenances, unto Grantee, and its successors and assigns forever;

AND Grantor, for itself, its successors and assigns, covenants and agrees to and with Grantee, its successors and assigns, to warrant and defend the quiet and peaceable possession of the Property by Grantee, its successors and assigns, against every person who lawfully claims the

Property or any part thereof by, through or under Grantor, subject to the Permitted Exceptionsand the covenants, conditions and restrictions herein contained.

ARTICLE 1

RESTRICTIONS

1.1 INTENT AS TO RESTRICTIONS. The Property is conveyed and this conveyance is accepted subject to and upon the following express terms, covenants, conditions and restrictions (collectively, the "Restrictions'), which Restrictions are made for the benefit of Grantor, its successors and assigns, and for the benefit of lands in the area of City known as Interlocken Advanced Technology Environment ("Interlocken'), and which Restrictions impose a burden on the Property. Execution of this Deed by Grantee shall constitute the agreement by Grantee, for itself and its successors and assigns, to be bound by and to comply with the following covenants, conditions and restrictions.

1.2 FLOOR AREA ALLOWANCE. Grantee hereby covenants and agrees that Grantee shall be entitled to construct, use, own and/or maintain on the Property, Gross Floor Area, as hereinafter defined, in an amount not to exceed the Permitted GFA, as hereinafter defined. For the purposes hereof, "Permitted GFA" shall mean the amount of sixty thousand eight hundred eight and 34/100 (60,808.34) square feet of Gross Floor Area for office or retail use. For the purposes hereof, the term "Gross Floor Area" shall mean the sum in square feet of all horizontal floors located within the finished surface of the outside walls of the main portion of any structure built for temporary or permanent use, and all projections or extensions thereof; including but not limited to, accessory buildings, and enclosed malls now or hereafter constructed on the Property, including basement areas and exclusive of garage space, porches, balconies, atriums and mechanical penthouses, The parties hereby expressly acknowledge and agree that the definition of Gross Floor area set forth herein may differ from other definitions of gross floor area or gross building area that Grantee may be required to use for purposes of submission of its Approval Documents for any new development of the Property to the Interlocken Architectural Control Committee, or to the City, for building permit purposes, but that any such difference shall not affect or in any way modify or alter the applicability to the Property of the definition of Gross Floor Area set forth herein, for the purposes set forth herein, including, but not limited to, the calculation of whether a particular planned proposal for any new development of the Property exceeds the Permitted GFA.

1.3 DISTRICTS. Grantee acknowledges that the Property is located within the boundaries of Interlocken Consolidated Metropolitan District (the "Metropolitan District"), and that the Metropolitan District has been organized to provide certain services as provided in the service plan for the Metropolitan District. Grantee agrees to be bound by and to

comply with the terms, conditions and standards imposed by the Metropolitan District, whether pursuant to its service plan, or rules, regulations and standards, or otherwise, and to pay to the Metropolitan District all fees, expenses and security, if any, including, but not limited to, all levies, taxes, charges, surcharges and assessments (whether considered taxes, developer fees or user fees) as may be assessed from time to time by the Metropolitan District. Grantee hereby acknowledges and confirms that all of the improvements described in the service plan or other formation documents may or may not be installed by the Metropolitan District and that no representation or warranty is or will be made by the Grantor with respect thereto.

ARTICLE 2

DEFAULT AND ENFORCEMENT

2.1 DEFAULT BY GRANTEE. A "Default by Grantee' shall exist if Grantee breaches or fails to comply with any Restriction in this Deed applicable to Grantee, and such breach or failure to comply shall continue for a period of thirty days after notice thereof by Grantor to Grantee, or, if such breach or failure to comply cannot be reasonably cured within such 30-day period, if Grantee shall not in good faith commence to cure such breach or failure to comply with said 30-day period or shall not diligently proceed therewith to completion.

2.2 REMEDIES. In the event of a Default by Grantee, Grantor shall have the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Restrictions of this Deed to enjoin or prevent them from so doing, to cause said violation to be remedied, or to recover damages for said violation. The results of every action or omission whereby any Restriction of this Deed is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an owner, either public or private, shall be applicable against every such result.

ARTICLE 3

GENERAL

3.1 NO IMPLIED WAIVER. No failure by Grantor to insist upon the strict performance of any Restriction contained in this Deed, no failure by Grantor to exercise any right or remedy under this Deed, and no acceptance of full or partial payment during the continuance of any Default by Grantee shall constitute a waiver of any such Restriction or waiver of any such right or remedy or a waiver of any such Default by Grantee

3.2 DURATION. The covenants, conditions and restrictions contained in this Deed shall operate and be effective until the later of (a) 99 years after the date hereof, or (b) such time

as neither Grantor nor its successors and assigns, are any longer engaged in the development of lnterlocken.

3.3 NOTICES. All notices, consents or other instruments or communications provided for under this Deed, including, but not limited to, any notice of a Default by Grantee, shall be in writing, signed by the party giving the same and shall be deemed properly given and received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the pay to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing. Any notice, consent or other instruments or communications, including, but not limited to, any notice of a Default by Grantee, sent to Grantee shall also be, at Grantee's request or the lenders request, sent to any lender with an interest in the Property at the address provided by notice to Grantor.

3.4 BINDING EFFECT. This Deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Resinclions contained in this Deed shall be construed as covenants running with the Property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented to and to have agreed to every Restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the Property.

3.5 CAPTIONS FOR CONVENIENCE. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Deed.

3.6 APPLICABLE LAW. This Deed shall be interpreted and enforced according to the laws of the State of Colorado.

3.7 EXHIBITS INCORPORATED. All exhibits to this Deed are incorporated herein and made a part hereof as if fully set forth herein.

3.8 TIME OF THE ESSENCE. Time is of the essence with respect to the performance required under this Deed.

3.9 COSTS OF LEGAL PROCEEDINGS. In the event either party institutes legal proceedings with respect to this Deed, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its reasonable costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

3.10 COMPLIANCE WITH LAW. Grantee agrees that, in performing its obligations under this Deed, Grantee shall comply with all laws, rules, regulations, ordinances and orders of any governmental authority having jurisdiction.

3.11 NO THIRD-PARTY BENEFICIARIES. None of the terms, conditions or covenants contained in this Deed shall be deemed to be for the benefit of any person other than Grantor and Grantor, and its successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.

3.12 COOPERATION. The parties agree to fully cooperate in the development and construction of the Property and Interlocken. The parties further acknowledge that such cooperation is necessary as a result of the integral nature of the master development plan for Interlocken, as set forth in the Covenants, the Articles of Incorporation of the Interlocken Owners Association. and the Bylaws of the Interlocken Owners Association.

3.13 CONDITION OF PROPERTY. Grantee hereby executes this Deed for the purpose of acknowledging its acceptance of the terms hereof and acknowledging that Grantor has not made, and does not hereby make, any representation, warranty or covenant, express or implied, with respect to the Property, or any component thereof, in any respect whatsoever except as set forth herein or in any agreement between Grantor and Grantee; and the Property is sold, transferred, and assigned to Grantee “AS IS” and “WHERE AS.”

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

CC INTERLOCKEN, INC.,
a Florida corporation

By: _____
_____

By:_____
Its:_____

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____day of _____, 20___, by _____ as _____ of _____, of **CC INTERLOCKEN, INC.,** a Florida corporation, on behalf of the corporation.

Witness my hand arid official seal.

My commission expires: _____

_____
Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

EXHIBIT A

LEGAL DESCRIPTION

LOT 2, INTERLOCKEN FILING NO. 5A MINOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1996 AT RECEPTION NO. 01592254, IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF BOULDER, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

EXHIBIT B

PERMITTED EXCEPTIONS

RESERVATION OF COAL THAT MAY BE UNDERNEATH THE SURFACE OF SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED ON SAID PREMISES AND FOR TRANSPORTATION OF COAL FROM SAME AS RESERVED BY UNION PACIFIC RAILROAD CO. DEED RECORDED JUNE 13, 1892 IN BOOK 157 AT PAGE 416. BY DEED RECORDED FEBRUARY 15, 1965 ON FILM 527 UNDER RECEPTION NO. 777177 THE UNION PACIFIC RAILROAD COMPANY RELINQUISHED THE RIGHT TO ENTER UPON THE SURFACE OF SUBJECT PROPERTY, RESERVED IN SAID INSTRUMENT RECORDED IN BOOK 157 AT PAGE 416.

NOTE: RELEASE AND QUIT CLAIM DEED REGARDING SAID COAL RESERVATION RECORDED NOVEMBER 24, 1998 UNDER RECEPTION NO. 1874271.

TERMS, CONDITIONS AND OBLIGATIONS CONTAINED IN ORDER AND DECREE OF THE DISTRICT COURT, COUNTY OF BOULDER, COLORADO, CASE NO. 84-CV-0176-5, CREATING THE INTERLOCKEN METROPOLITAN DISTRICT RECORDED APRIL 16, 1984, RECEPTION NO. 615108. ORDER AND DECREE AND THE CONSOLIDATION OF WESTECH METROPOLITAN DISTRICT TO FORM INTERLOCKEN CONSOLIDATED METROPOLITAN DISTRICT RECORDED DECEMBER 2, 1994 UNDER RECEPTION NO. 1482678. SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED JANUARY 13, 2014 UNDER RECEPTION NO. 2014000247.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INTERLOCKEN, RECORDED JANUARY 24, 1990, UNDER RECEPTION NO. 1025034, AND FIRST AMENDMENT RECORDED JUNE 18, 1992 UNDER RECEPTION NO. 1194772; FIRST ANNEXATION OF ADDITIONAL LAND RECORDED MARCH 4, 1994 UNDER RECEPTION NO. 1402124; SECOND AMENDMENT THERETO RECORDED MARCH 2, 1994 UNDER RECEPTION NO. 1402125; THIRD AMENDMENT THERETO RECORDED MARCH 19, 1999 UNDER RECEPTION NO. 1918418; FOURTH AMENDMENT THERETO RECORDED MARCH 27, 2000 UNDER RECEPTION NO. 2032125; AND FURTHER AMENDED BY DOCUMENT WHICH SHOULD HAVE BEEN ENTITLED FIFTH AMENDMENT BUT WAS ENTITLED THIRD AMENDMENT THERETO RECORDED AUGUST 1, 2008 UNDER RECEPTION NO. 2008009400; SIXTH AMENDMENT THERETO RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. 2014000670; SEVENTH AMENDMENT THERETO RECORDED MARCH 29, 2015 UNDER RECEPTION NO. 2015004935; EIGHT AMENDMENT THERETO RECORDED JANUARY 15, 2016 UNDER RECEPTION NO. 2016000525.

NOTE: PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MARCH 27, 2000 UNDER RECEPTION NO. 2032134. AND RECORDED SEPTEMBER 16, 2005 UNDER RECEPTION NO. 2005012814.

NOTE: BYLAWS OF INTERLOCKEN OWNERS' ASSOCIATION INC. RECORDED FEBRUARY 21, 1990 UNDER RECEPTION NO. 1029095 AND AMENDMENTS THERETO RECORDED MARCH 4, 1994 UNDER RECEPTION NO. 1402126 AND JUNE 12, 2001 UNDER RECEPTION NO. 2160211.

TERMS, CONDITIONS AND PROVISIONS CONTAINED IN REVISED MEMORANDUM OF AGREEMENT RECORDED FEBRUARY 22, 1990, UNDER RECEPTION NO. 1029383 AND ADDENDUM RECORDED JUNE 26, 1991, UNDER RECEPTION NO. 1112210.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED FEBRUARY 22, 1990 UNDER RECEPTION NO. 1029384 AND ADDENDUM THERETO RECORDED MAY 1, 1990 UNDER RECEPTION NO. 1039699.

TERMS, CONDITIONS AND PROVISIONS CONTAINED IN INTERGOVERNMENTAL AGREEMENT RECORDED MAY 30, 1990 UNDER RECEPTION NO. 1044383 AND ADDENDUM THERETO RECORDED JUNE 4, 1990 UNDER RECEPTION NO. 1045268, MAY 3, 1996 UNDER RECEPTION NO. 1604645 AND DECEMBER 21, 1995, UNDER RECEPTION NO. 1571413 AND AMENDMENTS THERETO RECORDED OCTOBER 27, 1997 UNDER RECEPTION NO. 1742013 AND MAY 8, 2000 UNDER RECEPTION NO. 2042910.

TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #1051 BETWEEN INTERLOCKEN, LTD. AND THE CITY OF BROOMFIELD RECORDED MAY 20, 1994 UNDER RECEPTION NO. 1429110 AND ADDENDUM THERETO RECORDED JULY 24, 1995, UNDER RECEPTION NO. 1532945

AN AVIGATION EASEMENT GRANTED TO THE JEFFERSON COUNTY AIRPORT AUTHORITY, RECORDED OCTOBER 17, 1994 UNDER RECEPTION NO. 1470924 AND RE-RECORDED APRIL 3, 1995, UNDER RECEPTION NO. 1509906.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF INTERLOCKEN FILING NO. 2 RECORDED JANUARY 29, 1992 UNDER RECEPTION NO. 1157794.

NOTE: BY INSTRUMENT RECORDED OCTOBER 21, 1994 UNDER RECEPTION NO. 1472368 A PORTION OF AN EASEMENT ALONG THE SOUTHERLY BOUNDARY IS VACATED.

TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT RECORDED JANUARY 29, 1992, UNDER RECEPTION NO. 1157795.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INTERLOCKEN P.U.D. PLAN RECORDED FEBRUARY 22, 1990 UNDER RECEPTION NO. 1029385; AND FIRST AMENDMENT THERETO RECORDED MARCH 22, 1991, UNDER RECEPTION NO. 1093412; SECOND AMENDMENT RECORDED MAY 20, 1994 UNDER RECEPTION NO. 1429394; THIRD AMENDMENT THERETO RECORDED DECEMBER 6, 1996 UNDER RECEPTION NO. 1662568; FOURTH AMENDMENT THERETO RECORDED AUGUST 27, 1997 UNDER RECEPTION NO. 1726256; FIFTH AMENDMENT THERETO RECORDED JUNE 3, 1998 UNDER RECEPTION NO. 1808725; SIXTH AMENDMENT APPROVED BY RESOLUTION BY THE CITY OF BROOMFIELD RECORDED MAY 18, 1999 UNDER RECEPTION NO. 1939917 AND ON FILE WITH THE CITY CLERK OF BROOMFIELD; AND SEVENTH AMENDMENT RECORDED AUGUST 15, 2007 UNDER RECEPTION NO. 2007010511.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED FEBRUARY 07, 1994 UNDER RECEPTION NO. 1392055 AND AMENDMENTS THERETO RECORDED JULY 24, 1995 UNDER RECEPTION NO. 1532946 AND DECEMBER 26, 1995 UNDER RECEPTION NO. 1572094.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER DEVELOPMENT AND ANNEXATION AGREEMENT INTERLOCKEN PUD RESTATED AND READOPTED RECORDED DECEMBER 06, 1996 UNDER RECEPTION NO. 1662569.

CERTIFICATE OF ORGANIZATION FOR THE NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY RECORDED JUNE 30, 1999 UNDER RECEPTION NO. 1955530.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 17, 2002 UNDER RECEPTION NO. 2288490 (BOULDER COUNTY RECORDS).

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF INTERLOCKEN FILING NO. 5 MINOR SUBDIVISION RECORDED MARCH 5, 1996 UNDER RECEPTION NO. 1588987.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF INTERLOCKEN FILING NO. 5A MINOR SUBDIVISION RECORDED MARCH 18, 1996 UNDER RECEPTION NO. 1592254.

TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 12, 1996 UNDER RECEPTION NO. 1616561 AND AMENDMENT THERETO RECORDED SEPTEMBER 9, 1996 UNDER RECEPTION NO. 1640792.

EASEMENT GRANTED TO CITY OF BROOMFIELD, COLORADO, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 21, 1996, UNDER RECEPTION NO. 1659230.

RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 27, 2000, UNDER RECEPTION NO. 2032128.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT WITH RESPECT TO GROSS FLOOR AREA ENTITLEMENTS RECORDED MARCH 27, 2000 UNDER RECEPTION NO. 2032137.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED BY AND BETWEEN TURNPIKE PROPERTIES, LTD. AND CC INTERLOCKEN, INC. RECORDED SEPTEMBER 16, 2005 UNDER RECEPTION NO. 2005012812.

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING RESTRICTIONS BY AND BETWEEN CC INTERLOCKEN, INC. AND PPF AMLI 401 INTERLOCKEN BOULEVARD, LLC RECORDED JULY 01, 2011 UNDER RECEPTION NO. 2011006477.