

PURCHASE AND SALE AGREEMENT

(Denver Public Library, 4965 North Washington Street, Denver, Colorado)

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined in Section 36), between the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("**City**"), whose address is 1437 Bannock Street, Denver, Colorado 80202, and 4965 WASHINGTON STREET LLLP, a Colorado limited liability partnership ("**Seller**"), whose address is c/o Evergreen Real Estate Group, 566 W. Lake Street, Ste. 400, Chicago, Illinois 60661. The City and Seller are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

RECITALS

A. The City owns certain real property legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Real Property**").

B. On or about the date hereof, the City has leased the Real Property to Seller's affiliated entity, Globeville Redevelopment Partners, LLC, a Colorado limited liability company ("**GRP**"), in accordance with that certain Land Lease by and between the City and GRP ("**Land Lease**"), which Land Lease was recorded in the real estate records of the Clerk and Recorder of the City and County of Denver, Colorado ("**Land Records**").

C. As contemplated by the Land Lease, GRP has imposed upon its leasehold interest a small planned community structure under the Colorado Common Interest Ownership Act, CRS Section 38-33.3-116(1)(a), as amended ("**CCIOA**"), as evidenced by GRP's recording in the Land Records of (i) an Initial Planned Community Map for 4965 N. Washington Street Small Planned Community ("**Map**"), and (ii) a Declaration for 4965 N. Washington Street Small Planned Community ("**Declaration**").

D. On or about the date hereof and in accordance with an assignment and assumption agreement in form approved by the City and recorded in the Land Records, GRP has assigned to Seller all the rights and obligations of the "Tenant" and "Lessee" under the Land Lease, such that Seller is responsible for causing the improvements contemplated by the Land Lease to be constructed on the Real Property, which improvements will consist of two (2) buildings, a parking garage, and related improvements (collectively, the "**Improvements**").

E. As further provided in the Map and the Declaration, the Improvements to be constructed by Seller will include a multifamily apartment complex comprised of affordable housing rental units (collectively, the "**Housing Unit**"), a one-story ground floor commercial space ("**Commercial Unit**"), a one-story ground floor public library branch ("**Library Unit**"; the Housing Unit, Commercial Unit, and Library Unit may be individually referred to herein as a "**Unit**" and collectively as the "**Units**"), limited common elements benefitting at least one but not all the Units ("**Limited Common Elements**"), and common elements comprised of all Improvements except the Units and Limited Common Elements (collectively, the "**Common Elements**"). For purposes hereof, the Units, Limited Common Elements, and Common Elements created by the recording of the Map and Declaration, and the Improvements to be constructed by Seller on the Real Property, are collectively referred to herein as the "**Community**", which Community shall be known as 4965 N. Washington Street.

F. By this Agreement, Seller agrees to sell and the City agrees to purchase the Library Unit upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and form a part of this Agreement, in consideration of the promises and mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Purchase and Sale of Library Unit.** Pursuant and subject to the terms and conditions of this Agreement, the City shall purchase and Seller shall sell the Library Unit, which is legally described in **Exhibit B** attached hereto and incorporated herein by reference, together with (a) Seller's right, title and interest, if any, in and to all utility taps, licenses, permits, certificates of occupancy, contract rights, warranties and guarantees associated with the Library Unit; (b) rights to use Limited Common Elements benefitting (in whole or in part) the Library Unit in accordance with the Declaration; and (c) rights to use all Common Elements in accordance with the Declaration (the Library Unit and all other property and use rights described in the foregoing clauses (a), (b) and (c) are collectively referred to herein as the "**Property**"). The Parties acknowledge that the final legal description of the Library Unit is subject to change if any agreed-upon amendments to the Map are recorded in the Land Records as contemplated below in this Agreement.

2. **PURCHASE PRICE; MAXIMUM CONTRACT AMOUNT.**

a. The Purchase Price for the Property is NINE MILLION DOLLARS (\$9,000,000.00) ("**Purchase Price**"). On the Closing Date (defined in Section 8), the City shall pay, via wire transfer or other immediately available funds, the total amount of the Purchase Price, subject to prorations and adjustments in accordance with Section 13 and Section 14 of this Agreement.

b. Notwithstanding anything to the contrary in this Section 2 or elsewhere in this Agreement, the total amount to be paid by the City at Closing, inclusive of the Purchase Price and the City's share, if any, of prorations, adjustments, closing costs, and any sums due at Closing under the Declaration, shall not exceed NINE MILLION ONE HUNDRED THOUSAND DOLLARS (\$9,100,000.00) ("**Maximum Contract Amount**"). For purposes of clarity, the foregoing Maximum Contract Amount is solely for the City's internal purposes and does not and shall not increase the amount of the Purchase Price to be paid by the City to Seller for the conveyance of the Property, as such price is determined in accordance with Section 2(a) above.

3. **CONSTRUCTION OF IMPROVEMENTS AND UNIT; CHANGES; ASSIGNMENT OF WARRANTIES.**

a. **Construction of Improvements and Unit.** During the term of this Agreement and prior to Closing, Seller shall cause the Improvements on and about the Real Property to be designed, constructed, inspected, and completed in accordance with the terms and conditions of the Land Lease. In addition to and without limitation of the foregoing, Seller shall take all commercially reasonable efforts to cause the Library Unit to be Completed (defined below in this section) no later than September 30, 2027 ("**Completion Deadline**"); provided, however, that if,

despite taking such commercially reasonable efforts, Seller is unable to Complete the Library Unit by such date, Seller may extend the Completion Deadline to November 30, 2027 ("**Outside Completion Deadline**") by providing written notice to the City on or before September 1, 2027. The Library Unit, including without limitation the required interior improvements and finishes for such unit, shall be Completed by the Completion Deadline or Outside Completion Deadline (as applicable) in compliance with the Land Lease requirements and those certain design and construction drawings prepared by EJ Architecture, PLLC and approved by Seller and the City prior to the Effective Date of this Agreement (collectively, and including any changes permitted by Section 3.b below or any mutually agreed-upon changes to such requirements and/or drawings, the "**Unit Design and Construction Requirements**"). For purposes of this Agreement, the terms "**Completion**", "**Complete**", "**Completed**", and words of similar import used in connection with the construction of the Library Unit, means all the following shall have occurred, as acknowledged by the City in writing ("**Completion Notice**"):

i. Seller has caused all the Improvements to be constructed in accordance with the terms and conditions of the Land Lease;

ii. Seller has caused the construction of the interior of the Library Unit to be completed in accordance with the Unit Design and Construction Requirements;

iii. The City, as the governing jurisdiction in which the Community is located, shall have issued a certificate of occupancy for the Improvements and/or the Library Unit which permits the City and its employees, agents, contractors, and invitees, as well as members of the general public, to use and occupy the Library Unit and all Limited Common Elements and Common Elements serving the Library Unit, for their intended purposes;

iv. Seller shall have scheduled and conducted an orientation session with a designated City representative to explain all mechanical systems within and otherwise serving the Library Unit and shall have addressed any facilities questions such City representative may have; and

v. The Library Unit, any Limited Common Elements benefitting (in whole or in part) the Library Unit, and the Common Elements shall be in a neat, clean and orderly condition, with no debris, trash or construction equipment located therein or thereon.

b. Changes. With prior written notice to and approval by the City, Seller may substitute materials and make other modifications to the Unit Design and Construction Requirements for the purposes of (i) resolving unworkable design or construction situations, (ii) accommodating unknown or unforeseen site conditions, (iii) making substitutions for materials so long as the replacement materials are equivalent or superior to the materials originally specified in the Unit Design and Construction Requirements, and (iv) making substitutions for materials in the event of a discontinuation of such materials by their manufacturer or supplier, or in the event such materials are unavailable within Seller's construction timeline or Seller's ability to obtain such materials becomes commercially impracticable. The City will endeavor to respond within ten (10) business days after receiving any such notice from Seller. In addition to being equivalent or superior to what is specified in the Unit Design and Construction Requirements, the substitutions or modifications shall not significantly diminish the floor area or alter the configuration of the Library Unit, any Limited Common Elements benefitting (in whole or in part) the Library Unit, or the Common Elements.

c. Assignment of Warranties. At Closing, Seller shall assign to the City, which assignment shall be on a non-exclusive basis, shall apply solely to the City's ownership of the Library Unit, and shall otherwise be substantially in the form attached here as **Exhibit C** ("**Assignment of Contract Rights**"), all warranties, guaranties, and other contract rights that are applicable (in whole or in part) to the Library Unit (collectively, the "**Library Contract Rights**"), including without limitation all such rights (i) under the Design and Construction Contracts (as such term is defined in the Land Lease) and any other contracts Seller has with any Contractors (as such term is defined in the Land Lease) which pertain (in whole or in part) to the construction of the Library Unit, (ii) which pertain to the Unit Design and Construction Requirements, and (iii) in connection with any contracts relating to the equipment, mechanical installations, utility or other facilities, fixtures, and/or personal property serving the Library Unit. The Assignment of Contract Rights shall expressly provide that the City is not a party to and is not assuming any payment or other obligations under any of the construction or equipment contracts being assigned. At least thirty (30) days prior to Closing, Seller shall provide the City with an itemized list of all contracts containing Library Contract Rights that will be assigned to the City at Closing, including the dates such Library Contract Rights commenced and the dates such rights will expire. Seller shall take all commercially reasonable actions to cause all contracts containing Library Contract Rights to provide that such rights are and shall be assignable to the City on a non-exclusive basis. Without limitation of the foregoing obligation, to the extent any contracts provide that Library Contract Rights are not assignable, upon Seller's receipt of written notice from the City of any defect or other matter requiring enforcement of any of the Library Contract Rights, Seller shall enforce the applicable Library Contract Rights directly against the applicable contractors or suppliers until the defect or other matter is resolved to the satisfaction of the City.

4. ENVIRONMENTAL AND OTHER INSPECTIONS.

a. Environmental Information. Except for certain environmental conditions that Seller has disclosed to the City by the reports and assessments listed in **Exhibit D**, Seller represents and warrants that, on the Effective Date of this Agreement, Seller has no actual knowledge of any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Real Property. If, prior to Closing, Seller acquires any information regarding any actual or potential environmental contamination on, under, or about the Real Property, Seller 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 information and in any event prior to Closing. 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 substances 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 asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. At any time prior to Closing, the City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Real Property to identify any existing or potential environmental problems located in, on, or under the Real Property, including the presence of any hazardous waste, hazardous substances or toxic substances. Seller hereby grants the City and any of its employees and consultants access to the Real Property to perform such audits and tests.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in Section 7(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental conditions not previously disclosed to the City by the reports and assessments listed in Exhibit D ("**Subsequent Environmental Condition**"). Seller may elect (in Seller's sole and absolute discretion), at Seller's sole cost and expense, to cure to the City's satisfaction such Subsequent Environmental Condition, which election shall be made in a written notice to the City delivered by Seller by the date in Section 7(c) of this Agreement. In the event Seller declines to cure the Subsequent Environmental Condition or fails to respond to the City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole and absolute discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such Subsequent Environmental Condition and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. Obligations of Seller Prior to and After Closing. Seller understands and agrees that, prior to Closing, the condition of the Real Property and all Improvements constructed thereon shall be in compliance with all applicable Environmental Laws and with all plans and requirements of the City, as the governing jurisdiction in which the Community is located, and of any other applicable federal, state, or local government or agency thereof, relating to the remediation, mitigation, containment, or removal of hazardous substances or toxic substances on, from, or about the Real Property or the Improvements, including without limitation any plans and requirements relating to the destruction or removal of any structures, tanks, equipment, or other real or personal property located on the Real Property prior to or on the Effective Date of this Agreement. In addition, Seller understands and agrees that, by selling or conveying the Library Unit, other Units, the Common Elements, and/or any other property within or comprising the Community, Seller does not transfer, nor is it released from, (i) any liability for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Real Property to the extent such liability may exist under applicable federal, state, or local laws, ordinances, rules, regulations, or court orders relating to hazardous substances or toxic substances (collectively, "**Environmental Laws**"); or (ii) any liability, cost, or expense for the oversight, management, or removal of any asbestos (including asbestos-contaminated soils) or underground storage tanks from the Real Property, to the extent such liability may exist under any Environmental Laws. The provisions of the foregoing sentence shall survive the Closing or any termination of this Agreement.

e. Other Inspections. In addition to the right to conduct environmental inspections as provided above in this section, the City and its employees, consultants, contractors and agents (collectively, "**Representatives**") shall have the right to enter upon the Real Property at any time and from time to time to inspect the physical condition of the Real Property and/or the Improvements being construct thereon by or on behalf of Seller, and to have any updated or new surveys prepared of the Real Property and/or the Improvements ("**Surveys**"), which Surveys shall be at the City's sole cost and expense. The City shall give notice of any unacceptable condition of the Real Property not disclosed to or actually known by the City before the Effective Date ("**Subsequent Physical Condition**") to Seller by the deadline set forth in Section 7(b). Seller may elect (in Seller's sole and absolute discretion), at Seller's sole cost and expense, to cure to the City's satisfaction such Subsequent Physical Condition, which election shall be made in a written notice to the City delivered by Seller by the date in Section 7(c) of this Agreement. In the event Seller declines to cure the Subsequent Physical Condition or fails to respond to the City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, at its sole and absolute discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such Subsequent Physical Condition and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

5. TITLE.

a. Title Review. Prior to the Effective Date, the City has obtained from Land Title Guarantee Company ("**Title Company**"), whose contact information is listed in Section 23 below, a commitment for an owner's title insurance policy for the Library Unit, which commitment, including all updates thereto and all copies or abstracts of instruments or documents identified in the commitment, together with any Surveys, are herein collectively referred to as the "**Title Documents.**"

b. Matters Not Shown by the Public Records. Seller represents that, as of the Effective Date, Seller has disclosed and delivered to the City complete and accurate copies of all soil reports, geo tech reports, water rights and engineering analyses, traffic studies, surveys, leases, easements, licenses, liens and other documents in Seller's possession or control which are not shown by the public records nor contained in the Title Documents and that could encumber or otherwise adversely affect the title to, or any rights or obligation relating to, the Property (collectively, the "**Off-Record Matters**"). Any Off-Record Matters which come into Seller's possession or control after the Effective Date shall be delivered by Seller to the City within five (5) days after they are received by Seller.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title, including without limitation with respect to any Off-Record Matters, not disclosed and delivered to the City before the Effective Date ("**Subsequent Title Condition**") to Seller by the deadline set forth in Section 7(b) of this Agreement. Seller may elect (in Seller's sole and absolute discretion), at Seller's sole cost and expense, to cure to the City's satisfaction such Subsequent Title Condition, which election shall be made in a written notice to the City delivered by Seller by the date in Section 7(c) of this Agreement. In the event Seller declines to cure such Subsequent Title Condition or fails to respond

to the City's notice thereof by the date in Section 7(c) of this Agreement, the City, in its sole and absolute discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such Subsequent Title Condition and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. Land Lease and Small Planned Community Documents. Notwithstanding anything to the contrary in this Section 5, the City acknowledges and agrees that it shall not have the right to object to the Land Lease, the Map, or the Declaration, or any amendments to any of the foregoing, that are approved in advance by the City.

6. CLOSING PRE-CONDITIONS. The City's obligation to close the acquisition of the Property as contemplated by this Agreement is subject to satisfaction, or waiver by the City in the City's sole and absolute discretion, of all the following conditions, which conditions shall be satisfied or waived by the Closing Date unless an earlier date is specified herein:

a. With respect to the Library Unit and the other Improvements to be constructed on the Real Property by or on behalf of Seller:

i. The construction of the Library Unit and the other Improvements shall have been Completed in accordance with the terms and conditions in Section 3 of this Agreement.

ii. As contemplated by the Declaration, Seller shall have formed, at its sole cost and expense, an association that shall be responsible for the ownership and maintenance of the Common Elements and, to the extent applicable, some or all the Limited Common Elements ("**Association**").

iii. Seller shall have prepared, and the Parties shall have agreed upon, the forms of the articles of incorporation, bylaws, rules and regulations, and any and all other governing documents of or relating to the Association (collectively, the "**Association Documents**"), which Association Documents shall include, without limitation, the identification of the individuals who will initially comprise the board of directors and the officers of the Association.

iv. Seller shall have prepared, and the Parties shall have agreed upon, a budget reflecting the costs and expenses incurred and/or expected to be incurred by the Association for the current and at least the next succeeding fiscal year of the Association and each Unit owner's share of such costs and expenses ("**Budget**"), which Budget shall, as provided or to be provided in the Declaration or an agreed-upon amendment thereto, (A) not be modified except in accordance with the Declaration and the Association Documents, (B) take into account the City's budgeting processes and timing therefor, and (C) be subject to the City's appropriation of funds as a condition to the payment of any amounts by the City.

v. Seller shall have prepared a special warranty deed in statutory form by which the Common Elements will be conveyed by Seller to the Association ("**Common Elements Deed**"), which deed shall be recorded in the Land Records prior to or at Closing.

vi. The Parties shall have agreed upon any amendments to the Land Lease, the Map, and/or the Declaration that are required to accurately reflect the as-built condition of the Improvements and/or that the Parties otherwise agree are required, and the Parties acknowledge that the Declaration contemplates an amendment to the Map may or will be recorded at Closing to reflect the as-built Improvements (any amendments to the Land Lease, the Map, and/or the Declaration as contemplated by this paragraph are collectively referred to herein as the "**Community Documents Amendments**").

b. Any Subsequent Environmental Condition and/or Subsequent Physical Condition that is the subject of a notice from the City timely delivered to Seller shall have been cured or otherwise resolved to the City's satisfaction, or waived by the City, and the physical condition (including without limitation the environmental condition) of the Real Property and Improvements shall be as required by this Agreement.

c. Any Subsequent Title Condition that is the subject of a notice from the City timely delivered to Seller shall have been cured or otherwise resolved to the City's satisfaction, or waived by the City, and the Title Company shall have irrevocably committed to issue to the City an ALTA form of extended coverage owner's policy of title insurance insuring title to the Library Unit in the City in the amount of the Purchase Price, subject only to the exceptions contained in the initial Title Documents provided to the City on or before the Effective Date of this Agreement and any subsequent title matters disclosed to or otherwise actually known by the City and not timely objected to by the City in accordance with Section 5 above ("**Title Policy**"). Seller shall cooperate with the Title Company by executing, as necessary, reasonable and customary affidavits and provide reasonable 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.

d. Without limitation of the provisions of the preceding paragraph, Seller shall have caused any lender or other third party that has or will provide financing in connection with the construction of the Improvements (collectively, the "**Lenders**"), to execute, acknowledge and deliver to Title Company, to be recorded in the Land Records at Closing, such releases, satisfactions and/or other documents as are necessary so the Library Unit is conveyed to the City at Closing, and the Common Elements are conveyed to the Association at Closing, free from any liens, security interests, or other encumbrances for the benefit of any such Lenders (collectively, the "**Lender Releases**").

e. The Parties shall have agreed to the provisions of all contracts for services entered into prior to Closing or to be entered into after Closing relating to the Real Property or the Improvements located thereon.

f. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller (i) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement that affects the Library Unit without obtaining the City's prior written consent, which consent may be withheld, conditioned, or delayed in the City's sole and absolute discretion; and (ii) shall not enter into any contracts, commitments, or other obligations

that would be binding upon the City and/or the Property after Closing without obtaining the City's prior written consent, which consent may be withheld, conditioned, or delayed in the City's sole and absolute discretion.

g. The City shall have received all appropriations and approvals from the Denver City Council and/or any other persons or authorities that are necessary for the City to acquire the Property. With respect to this condition and Section 27 below, the Parties acknowledge that, on the Effective Date of this Agreement, (i) the City has existing bond proceeds that are intended to be used to pay the Purchase Price for the Property, and (ii) the execution of this Agreement and consummation of the transaction contemplated herein in accordance with the terms and conditions of this Agreement have been approved by the Denver City Council, and as a result of the foregoing, the Parties do not anticipate that additional appropriations or approvals shall be required.

h. Seller shall not be in breach, beyond any applicable cure periods if provided by this Agreement, of any of Seller's representations, warranties, covenants, or obligations under this Agreement.

If any of the foregoing conditions precedent to the City's obligation to close are not satisfied by the Closing Date or such earlier date as is required under this Agreement, then in addition to and without waiver of any other rights and remedies available to the City under this Agreement, the City shall have the right to (A) close on the Closing Date (which may be extended as provided in this paragraph), which Closing shall be without waiver or release of any rights or remedies that survive Closing and are available to the City for an uncured breach of this Agreement, if any, by Seller; (B) extend the Closing Date by written notice to Seller to allow such additional time as is necessary for the subject condition(s) precedent to be satisfied; or (C) provide the Seller with written notice of Seller's failure to satisfy any of the foregoing conditions, and if Seller fails to remedy within thirty (30) days, then the City may terminate this Agreement by giving notice to Seller before the original or extended Closing Date, in which case this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

7. TIMEFRAMES.

a. Seller's Disclosure. Seller represents that, as of the Effective Date, Seller has delivered the documents and made the disclosures required by this Agreement, including as required under Section 4 and Section 5 of this Agreement.

b. City's Objection Notice for Subsequent Matters. The City shall notify Seller in writing of any Subsequent Environmental Condition, Subsequent Physical Condition, or Subsequent Title Condition under Section 4 and/or Section 5 of this Agreement no later than the date that is thirty (30) days after such condition is disclosed to or actually known (with no duty of inquiry or investigation) by the City.

c. Seller's Cure Notice. Seller shall have until no later than the date that is five (5) business days from the date of the City's objection notice to provide written notice to the City of Seller's election to either cure or not cure any Subsequent Environmental Condition, Subsequent Physical Condition, or Subsequent Title Condition.

d. City's Election. If the City provides timely notice under Section 7(b) of an unacceptable Subsequent Environmental Condition, Subsequent Physical Condition, or Subsequent Title Condition, and if thereafter Seller elects in a notice provided under Section 7(c) to not cure the unacceptable condition or Seller fails to respond to the City's objection notice by the date set forth in Section 7(c), then the City shall have the rights and remedies provided in Section 4 or Section 5, as applicable, of this Agreement. If Seller timely elects in a notice provided under Section 7(c) to cure the unacceptable condition, Seller shall have until the Closing Date to effect such cure, failing which the City shall have the rights and remedies provided in Section 6 of this Agreement.

e. Deadlines. In the event any deadline for a Party's performance under this Section 7 or elsewhere in this Agreement occurs on a Saturday, Sunday or state or national holiday, or on any day that is designated by the City as a mandatory furlough day, the deadline for such performance shall automatically extend to the next regular business day following such weekend, holiday, or mandatory furlough day.

8. DATE OF CLOSING. Subject to the provisions of this Agreement, including without limitation the satisfaction or waiver of all conditions in Section 6 of this Agreement, the date of Closing ("**Closing Date**") shall be the date that is thirty (30) days after Completion of the Improvements in accordance with Section 3 above, unless an earlier or later date is agreed upon by the Parties in writing signed by the Director of the Division of Real Estate or her designee (collectively, the "**Director**"), and Seller. Notwithstanding the foregoing, if the Closing has not occurred by December 31, 2027, the City shall have the right to terminate this Agreement by written notice delivered to Seller and Title Company, in which case this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

9. CLOSING. The closing of the transaction contemplated by this Agreement ("**Closing**") shall take place at the offices of the Title Company. Seller or Buyer may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. Seller shall cause the following to occur at the Closing:

i. Seller shall execute, have acknowledged (for documents to be recorded in the Land Records), and deliver to Title Company: (A) a Special Warranty Deed in substantially the form set forth in Exhibit E attached hereto and incorporated herein by reference ("**Library Unit Deed**") conveying the Property to the City free and clear of all taxes (with proration of taxes as provided herein) and otherwise in compliance with the provisions of this Agreement; (B) the Common Elements Deed, which deed, except for conveying the Common Elements and, if applicable, some or all the Limited Common Elements, to the Association, shall be substantially in the same form and content as the Library Unit Deed; (C) the Association Documents in form and content required by this Agreement; (D) the Assignment of Contract

Rights in form and content required by this Agreement; and (E) the Community Documents Amendments in form and content required by this Agreement;

ii. Seller shall cause the Lenders to have delivered executed and acknowledged Lender Releases in form and content required by this Agreement; and

iii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to the City, in the condition herein contemplated, including any affidavit or agreement required by the Title Company, and including a settlement statement and all other reasonable and customary agreements required by the Title Company.

b. Obligations of City at Closing: The City shall cause the following to occur at Closing:

i. The City shall deliver or cause to be delivered to the Title Company by wire transfer or other immediately available funds the amount of the Purchase Price, subject to adjustments and prorations in accordance with Section 13 and Section 14 of this Agreement;

ii. The City shall execute, have acknowledged (for documents to be recorded in the Land Records), and deliver to Title Company counterparts of the Community Documents Amendments in form and content required by this Agreement; and

iii. The City shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to the City, in the condition herein contemplated, including a settlement statement and all other reasonable and customary agreements required by the Title Company.

c. Closing Costs. Closing costs shall be paid as provided in Section 13 below.

10. POSSESSION. Possession of the Property in the condition required by this Agreement shall be delivered to the City at Closing.

11. REPRESENTATIONS AND WARRANTIES.

a. Seller warrants and represents that as of the Effective Date and at the time of conveyance of the Property:

i. There are no other parties in possession of all or any portion of the Real Property and the City shall have possession of the Library Unit at Closing in the condition required by this Agreement;

ii. Except as shown in the Title Documents and/or otherwise disclosed by Seller to the City in accordance with the provisions of this Agreement, there are no leasehold interests, encumbrances, liens, covenants, restrictions, reservations, options, rights-of-way, easements, encroachments, claims, or other matters affecting title to or possession of all or any portion of the Real Property, and all bills and claims for labor performed and materials furnished to or for the benefit of the Real Property have been paid or will be paid in full by Seller at or prior to Closing;

iii. To Seller's actual knowledge, there is no condition existing with respect to the Real Property or its operation that 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;

iv. To Seller's actual knowledge, there are no patent or latent defects, soil deficiencies, or subsurface anomalies existing on or about the Real Property;

v. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting Seller and/or the Real Property, nor does Seller know of any grounds for any such litigation, proceeding or investigation;

vi. To Seller's actual knowledge, each and every document, schedule, item, and other information delivered or to be delivered by Seller to the City or made available to the City for inspection under this Agreement is complete and accurate, or will be complete and accurate, on or before the timeframes set forth herein;

vii. Seller has provided or will provide to the City, on or before the timeframes set forth herein, copies of all leases, rental or occupancy agreements, and all other agreements and documents not shown in the real property records relating to all or any portion of the Property, in accordance with the provisions of Section 5 of this Agreement (Title);

viii. No portion of Seller's leasehold interest in the Real Property is owned by a person or entity other than Seller, Seller is or will be on the Closing Date the lawful owner of all items comprising the Property, and Seller is entitled to the portion of the Purchase Price allocable to such items as compensation for the same;

ix. Subject to the provisions of the Land Lease, there are no claims of possession not shown by record, as to any part of the Property, and except for this Agreement, there are no contracts of sale, options to purchase, reversionary rights, rights of first refusal, rights of first offer, or similar preemptive rights affecting all or any portion of the Library Unit;

x. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations and similar provisions of law, and neither Seller nor any persons or entities holding any legal or beneficial interest whatsoever in Seller are (A) the target of any sanctions program established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (B) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the PATRIOT Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; (C) named in the following lists that are published by OFAC: "List of Specially Designated Nationals and Blocked Persons" or "Foreign Sanctions Evaders List;" or (D) a person or entity that is affiliated with any person or entity identified in clauses (A), (B), or (C) above;

xi. Seller and its affiliated entities and persons have not (A) commenced a voluntary case with respect to it or its assets, or had entered against it any petition, for relief under any federal bankruptcy law or any similar petition, order, or decree under any federal or state law or statute related to bankruptcy, insolvency, or other relief for debtors; (B) caused, suffered, or

consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets; or (C) made a general assignment for the benefit of creditors; and

xii. With respect to environmental matters, except as disclosed by Seller to the City in accordance with the provisions of this Agreement:

A. Seller has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Real Property;

B. Seller has no knowledge or information that the Real Property is or may be contaminated with any hazardous substances or toxic substances;

C. Seller has not caused and will not cause, and to the best of Seller's knowledge, there never has occurred, the release of any hazardous substances or toxic substances on, from, or about the Real Property;

D. Seller has received no written or official notification that the Real 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 Real Property; and

E. Seller has no knowledge or information as to any storage tanks on or beneath the Real 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 terms of this Agreement and 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, with respect to the City, and Seller, neither the execution and delivery of this Agreement nor the consummation of the transaction 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, heirs, 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, except for the collateral assignment of this Agreement by Seller, in form and content previously approved by the City, in favor of the Housing Authority of the City and County of Denver, Colorado ("DHA") as security for a first lien construction loan from DHA to Seller to finance the construction of the Improvements (the "**Collateral Assignment of PSA**") ; and

vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT 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 AND UNDERSTANDS THE SAME.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all monetary liens and encumbrances with respect to the Library Unit, any Limited Common Elements of the Library Unit, and the Common Elements, accruing at or before Closing, which payment(s) shall be made 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 unless exempt, the City shall also pay all documentary, transfer, real estate, and recording taxes and/or fees associated with the conveyance of the Property. Seller shall pay all recording fees and other costs for the release of monetary liens and encumbrances from the Property (including without limitation all recording fees and other costs related to the Lender Releases), and Seller shall pay all recording fees and other costs for all documents that are required by this Agreement to be recorded at Closing. All fees for real estate closing services shall be split equally by the Parties. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The Director shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. PRORATIONS. Seller 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, Seller shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing. The Parties acknowledge and agree that the City is exempt from the payment of taxes and assessments, and as a result, the City shall not be liable or responsible for the proration or payment of taxes or assessments associated with the Property, and the City shall not be responsible for the proration or payment of any other charges for the Property which the City is or will be exempt from paying prior to, at, or after 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 shall be 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, which shall be in addition to and without limitation of any other rights and remedies provided to a Party under this Agreement:

a. City Default. If the City is in default under this Agreement and such default has not been cured by the City within the timeframe provided elsewhere in this Agreement, or in the absence of any such timeframe, if the City's default is not cured within ten (10) business days after the City's receipt of written notice thereof from Seller, then Seller may, as its sole and exclusive remedies, (i) terminate this Agreement by written notice to the City, in which case this Agreement will be of no further force or effect and neither Party will have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (ii) seek specific performance of this Agreement, provided that any such action for specific performance shall be filed, if at all, no later than ninety (90) days after the expiration of the City's cure period without the City having cured the default, and further provided that if the City cures the subject default, including without limitation if the City notifies Seller that the City is ready, willing, and able to close the transaction contemplated hereunder, at any time prior to a court ordering that the City specifically perform its obligations under this Agreement, then Seller shall accept such cure, the Parties shall promptly proceed to Closing, Seller shall promptly cause its action for specific performance to be dismissed with prejudice, and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the Closing under this Agreement). THE CITY AND SELLER AGREE THAT, IN THE EVENT OF THE CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, SELLER'S REMEDIES SHALL BE LIMITED TO ONLY THOSE PROVIDED IN THIS PARAGRAPH, AND WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY AND IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES FOR THE CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, INCLUDING ANY REMEDIES FOR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT THE CITY IS RELYING UPON AND DOES NOT WAIVE THE MONETARY LIMITATIONS OR ANY OTHER RIGHTS, IMMUNITIES OR PROTECTIONS PROVIDED BY THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101, *ET SEQ.*, AS AMENDED.

b. Seller Default. If Seller is in default under this Agreement and such default has not been timely cured by Seller or by DHA in accordance with the provisions of the Collateral Assignment of PSA, then the City may elect to (i) terminate this Agreement by written notice to Seller, in which case any things of value received by a Party under this Agreement shall be returned to the providing Party, and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (ii) treat this Agreement as being in full force and effect and seek specific performance and damages, including delay damages and attorneys' fees, or both, and any other legal or equitable remedy. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

Notwithstanding any provision herein to the contrary, the City agrees that any cure of any default made or tendered by NEF Assignment Corporation, or its designee(s) shall be deemed to be a cure by the Seller and shall be accepted or rejected on the same basis as if made or tendered by the Seller.

16. RETURN OF DOCUMENTS. If this Agreement is terminated, then all documents and things of value received by a Party under this Agreement from the other Party shall be returned to the providing Party, and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

17. COOPERATION OF THE PARTIES. In the event any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party shall 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 Seller represent to each other that they have had no negotiations through, or brokerage services performed by, any broker or intermediary that would require the payment of any commission or fees in connection with the transaction contemplated by this Agreement. In the event a claim for a commission or fees is made by a broker or other intermediary in connection with this Agreement, Seller shall be solely responsible for payment of same and shall defend, indemnify, and hold harmless the City from and against such claim, including without limitation all attorneys' fees and/or other costs incurred by the City as a result of such claim.

19. SEVERABILITY. In the event any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any applicable 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, Seller agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Seller shall insert the foregoing provision in all subcontracts for work on the Real Property.

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 or default exists in no way impairs or prejudices any right or remedy available with respect to the breach or 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 of 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 all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement shall 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 electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the Parties at their respective addresses given below. No notices shall be delivered solely by email or other electronic means unless consented to by the Party receiving such notice. Notices that are personally delivered or 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
Email: lisa.lumley@denvergov.org

and

Jim Wonhof
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Email: james.wonhof@denvergov.org

With copies of termination and similar notices (not to be sent by email) to:

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

and

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Seller:

4965 Washington Street LLLP
c/o Evergreen Real Estate Group
566 W. Lake Street, Suite 400

Chicago, Illinois 60661
Attn: David Block and Javonni Butler
Email: dblock@evergreenreg.com, jbutler@evergreenreg.com

and

New Communities Law PLLC
1624 Market Street, Ste. 204
Denver, Colorado 80202
Attn: Alex Gano
Email: alex.gano@newcommunitieslaw.com

With copies to:

NEF Assignment Corporation
540 West Madison Street, Suite 1900
Chicago, Illinois 60661
Attn: General Counsel
Email: projectnotices@nefinc.org with subject line SMT# 82304

and

Barnes & Thornburg LLP
41 S. High Street, Ste. 3300
Columbus, Ohio 43215
Attn: Jordan R. Carr
Email: Jordan.Carr@btlaw.com

If to Title Company:

Land Title Guarantee Company
3033 E 1st Ave, Ste 600
Denver, CO 80206
Attn: David Knapp and Charles Ottinger
dknapp@ltgc.com and cottinger@ltgc.com

24. RIGHT TO ALTER TIME FOR PERFORMANCE AND MAKE NON-SUBSTANTIVE CHANGES. The Parties may alter any time for performance set forth in this Agreement, or make technical, minor, or non-substantive changes to this Agreement, by a letter, amendment, or other writing signed by the Director and an authorized representative of Seller. All other amendments to this Agreement must be fully executed by the City and Seller.

25. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS. This Agreement is intended as the complete integration of all understandings between the Parties with respect to the sale of the Property to the City. 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 novation, modification, 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 the 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 permitted assignment hereof as provided in Section 33 below. 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.** The Parties acknowledge and agree that, without limitation of the provisions in Section 6.g above, the obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the Denver City Council for the purposes of this Agreement and paid into the Treasury of the City.

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 Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

30. **CONFLICT OF INTEREST BY CITY OFFICER.** Seller represents that to the best of Seller’s information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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

32. **CONSTRUCTION.** This Agreement may not be interpreted in favor of or against either Seller 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. 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.** Except as set forth below, the City is not obligated or liable under this Agreement to any party other than Seller named in this Agreement. Seller 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, which may be granted or withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, the City hereby consents to the Collateral Assignment of PSA, in the form previously approved by the City, in favor of DHA, and, pursuant and subject to the provisions of the Collateral Assignment of PSA, the City hereby agrees to recognize DHA as the Seller under this Agreement if DHA exercises its rights under the Collateral Assignment of PSA and provides written notice of such exercise to the City.

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 after Denver City Council approval of this Agreement.

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

36. **EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date the City delivers a fully executed copy of this Agreement to Seller.

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.** Except for the respective representations, warranties, covenants and obligations of the Parties in this Agreement, the Parties (a) expressly assume any and all risks that the facts and law may be or become different from the facts and law as known, or believed to be true, by the Parties as of the date of this Agreement; and (b) agree that 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.

[Remainder of Page Intentionally Left Blank; Signature pages follow]

Contract Control Number:

FINAN-202580361-00

Contractor Name:

4965 WASHINGTON STREET LLP

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202580361-00
4965 WASHINGTON STREET LLP

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

"SELLER"

4965 WASHINGTON STREET LLLP, a Colorado
limited liability limited partnership

By: 4965 Washington Street GP LLC, a Colorado
limited liability company, its General Partner

By: 
Name: David Block
Title: Manager

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me on the 5 day of August, 2025,
by David Block as Manager of 4965 Washington Street GP LLC, a Colorado limited liability
company, as General Partner of 4965 WASHINGTON STREET LLLP, a Colorado limited
liability limited partnership.

WITNESS my hand and official seal.


Notary Public



EXHIBIT A
(Legal Description of Real Property)

PARCEL A:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A COUNTY ROAD 230 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼;

THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 50 FEET;

THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET;

THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 50 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THE NORTH 125 FEET OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THE SOUTH 25 FEET OF THE EAST 50 FEET OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL D:

THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 1100.8 FEET;

THENCE WEST AT RIGHT ANGLES 60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH AT RIGHT ANGLES 25 FEET;

THENCE WEST AT RIGHT ANGLES 218 FEET MORE OR LESS TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION;

THENCE SOUTH ALONG THE EAST LINE 25 FEET;

THENCE EAST TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL E:

THE EAST 50 FEET OF PLOT 10, EXCEPT THE SOUTH 25 FEET THEREOF, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL F:

PLOT 1, W.H. CLARK'S SECOND SUBDIVISION, EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1100.8 FEET;

THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 25 FEET;

THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 218 FEET, MORE OR LESS, TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION;

THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 25 FEET;

THENCE EAST TO A POINT THAT IS 60 FEET WEST OF THE EAST LINE OF SAID SECTION 15, SAID POINT BEING THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL G:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 280 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST
CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15;

THENCE SOUTH 50 FEET;

THENCE AT RIGHT ANGLES WEST 230 1/2 FEET;

THENCE AT RIGHT ANGLES NORTH 50 FEET;

THENCE AT RIGHT ANGLES EAST 230 1/2 FEET TO THE POINT OF BEGINNING, BEING
A PART OF PLOT 2, W.H. CLARK'S SECOND SUBDIVISION,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL H:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S
SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL I:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

NOTE: SAID PARCELS A THROUGH I ARE ALSO DESCRIBED AS FOLLOWS:

PLOT 1, EXCEPT THAT PART OF SAID PLOT 1 AS CONVEYED TO THE CITY AND
COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE
563,

THE NORTH 1/2 OF PLOT 2,

ALL OF PLOT 9, AND

THE EAST 50 FEET OF PLOT 10,

ALL IN W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

PARCEL J:

THE SOUTH 120.00 FEET OF THE WEST 125.00 FEET AND THE EAST 13.00 FEET OF THE WEST 138.00 FEET OF LOT 10 IN W.H. CLARK'S SECOND SUBDIVISION,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL K:

THAT PART OF LOT 10, W.H. CLARK'S SECOND SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50.00 FEET WEST OF THE NORTHEAST CORNER OF LOT 10, W.H. CLARK'S SECOND SUBDIVISION AND IN NORTH LINE OF SAID LOT;

THENCE SOUTH 200.00 FEET;

THENCE WEST 30.00 FEET;

THENCE NORTH 200.00 FEET;

THENCE EAST 30.00 FEET TO THE BEGINNING;

BEING PART OF SAID LOT 10 AND 30.00 FEET FRONT AND 200.00 FEET DEEP,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXCEPTING FROM SAID PARCEL A THROUGH K, INCLUSIVE, THOSE PORTIONS LAYED OUT, OPENED AND ESTABLISHED AS PUBLIC STREETS BY RESOLUTIONS OF THE CITY AND COUNTY OF DENVER RECORDED MAY 14, 2025 UNDER RECEPTION NOS. 2025044726, 2025044727 AND 2025044728.

NOTE: SAID PARCELS A THROUGH K (COMBINED) ARE ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF PLOTS 1, 2, 9, AND 10, W. H. CLARK'S SECOND SUBDIVISION, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PLOT 9;

THENCE NORTH 89°43'50" WEST ALONG THE SOUTH LINE OF SAID PLOT 9, A

DISTANCE OF 193.45 FEET TO A LINE PARALLEL WITH AND 12.00 FEET EAST OF THE WEST LINE OF SAID PLOTS 9 AND 10;

THENCE NORTH $00^{\circ}15'02''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 320.00 FEET TO A LINE PARALLEL WITH AND 120 FEET NORTH OF THE SOUTH LINE OF SAID PLOT 10;

THENCE SOUTH $89^{\circ}43'54''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 113.00 FEET TO A LINE PARALLEL WITH AND 125 FEET EAST OF THE WEST LINE OF SAID PLOT 10;

THENCE NORTH $00^{\circ}15'02''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 78.00 FEET TO A LINE PARALLEL WITH AND 2.00 FEET SOUTH OF THE NORTH LINES OF SAID PLOT 10 AND PLOT 1;

THENCE SOUTH $89^{\circ}43'59''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 266.08 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC LENGTH OF 59.64 FEET, SAID CURVE HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF $69^{\circ}01'52''$, AND A CHORD WHICH BEARS SOUTH $34^{\circ}17'29''$ EAST A CHORD DISTANCE OF 56.10 FEET;

THENCE SOUTH $00^{\circ}13'27''$ WEST, A DISTANCE OF 75.86 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 91.83 FEET, SAID CURVE HAVING A RADIUS OF 588.00 FEET, A CENTRAL ANGLE OF $08^{\circ}56'54''$, AND A CHORD WHICH BEARS SOUTH $04^{\circ}15'00''$ EAST A CHORD DISTANCE OF 91.74 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 57.51 FEET, SAID CURVE HAVING A RADIUS OF 512.00 FEET, A CENTRAL ANGLE OF $06^{\circ}26'08''$, AND A CHORD WHICH BEARS SOUTH $05^{\circ}30'22''$ EAST A CHORD DISTANCE OF 57.48 FEET TO A POINT ON THE EAST LINE OF SAID PLOT 2, SAID POINT BEING 72.69 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID PLOT 1;

THENCE SOUTH $00^{\circ}14'38''$ WEST ALONG SAID EAST LINE OF SAID PLOT 2, A DISTANCE OF 27.32 FEET;

THENCE NORTH $89^{\circ}43'52''$ WEST, A DISTANCE OF 230.44 FEET TO THE EAST LINE OF SAID PLOT 9;

THENCE SOUTH $00^{\circ}14'56''$ WEST ALONG SAID EAST LINE OF PLOT 9, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
(Legal Description of Library Unit)

Library Unit, 4965 N. Washington Street Small Planned Community, according to the Declaration recorded _____, 2025 in the office of the Clerk and Recorder of the City and County of Denver, Colorado, at Reception No. _____, and the 4965 N. Washington Street Small Planned Community Map recorded _____, 2025 in such office at Reception No. _____, as amended and supplemented from time to time as permitted under such Declaration, City and County of Denver, Colorado.

EXHIBIT C
(Form of Assignment of Contract Rights)

[Attached]

NON-EXCLUSIVE ASSIGNMENT AGREEMENT

This Non-Exclusive Assignment Agreement ("**Assignment**"), dated _____, 202_ ("**Effective Date**"), is between 4965 WASHINGTON STREET LLLP, a Colorado limited liability limited partnership ("**Seller**"), and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("**Buyer**").

RECITALS

A. Seller and Buyer entered into a Purchase and Sale Agreement dated _____, 2025 (collectively with any amendments thereto, the "**Agreement**"), for the conveyance of a Library Unit and related property rights and interests as described in the Agreement (collectively, the "**Property**"). Capitalized terms used and not otherwise defined herein shall have the meanings given them in the Agreement.

B. In connection with the conveyance of the Property by Seller to Buyer on the date hereof, Seller desires to assign to Buyer, and Buyer desires to receive, on a non-exclusive basis and solely as they are applicable to Buyer's ownership of the Property on and after the date of this Assignment, Seller's right, title, and interest in, under, and to all contract rights, warranties, permits, licenses, and any other rights relating to the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and form a part of this Assignment, in consideration of the promises and mutual covenants and obligations set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. As of the Effective Date, Seller hereby assigns and transfers to Buyer, on a non-exclusive basis and solely as they are applicable to Buyer's ownership of the Property, all Seller's rights, title, and interest in, under, and to each of the following, which are collectively referred to as the "**Assigned Rights**":

a. Contracts. Each written contract or agreement for the design or construction of the Library Unit, including without limitation, but only as they apply to the design or construction of the Library Unit, (i) the Design and Construction Contracts; (ii) any contract or agreement which pertains to the Unit Design and Construction Requirements; (iii) any contract or agreement relating to the equipment, mechanical installations, utility or other facilities, fixtures, and/or personal property serving the Library Unit; and (iv) any contract or agreement Seller has with any Contractors which pertain to the design or construction of the Library Unit. All of the foregoing contracts or agreements are collectively referred to herein as the "**Contracts**".

b. Warranties. Each written warranty or other obligation from any contractor, manufacturer, or vendor under any of the Contracts or otherwise pertaining to any improvements, furnishings, fixtures, or equipment located at or otherwise serving the Property (collectively, the "**Warranties**").

c. Permits and Licenses. Each permit, license, or other form of authorization or approval issued by a government agency or authority relating to the occupancy, use, or operation of the Property to the extent transferable with the sale of the Property (collectively, the “**Permits and Licenses**”).

2. No Assumption of Obligations. Buyer does not assume any duties or obligations of Seller or any other party to be performed, paid, or complied with under or with respect to the Contracts, Warranties, Permits and Licenses, or any of the Assigned Rights. However, Buyer shall be bound by the dispute resolution provisions in the Design and Construction Contracts and, with respect to the Warranties, agrees to comply with the requirements of the Design and Construction Contracts in providing notice to the Contractors of any identified defects and access to Library Unit as reasonably required for the applicable Contractor to correct, repair, or replace any such defects.

3. Seller’s Representations and Warranties. Seller represents and warrants that it has the authority to execute and deliver this Assignment; that it has good title to the Assigned Rights, free and clear of all liens, claims, and encumbrances; and that, subject to any required Third-Party Consent (defined below), all of the Assigned Rights are assignable by Seller to Buyer, on a non-exclusive basis, as provided in this Assignment.

4. Further Assurances. Seller shall promptly execute and deliver to the Buyer any additional instrument or other document that Buyer reasonably requests to evidence or better effect this Assignment. Without limitation of the generality of the foregoing, to the extent any third party is required to consent to the assignment to Buyer of any of the Assigned Rights as contemplated herein (each, a “**Third-Party Consent**”), Seller shall cause such third party to complete, execute, and deliver the “Consent to Assignment” as provided below.

5. Miscellaneous. This Assignment shall be binding upon Seller and Buyer and inure to the benefit of their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one and the same agreement. Either party may execute this Assignment by electronic signature and deliver this Assignment to the other party by electronic means.

(signature page follows)

The parties have signed this Assignment as of the date set forth above.

SELLER:

4965 WASHINGTON STREET LLLP,
a Colorado limited liability limited partnership

By: 4965 Washington Street GP LLC, a
Colorado limited liability company

By: _____
Name: David Block
Title: Manager

BUYER:

CITY AND COUNTY OF DENVER, a home
rule city and municipal corporation of the State
of Colorado

By: _____
Name: _____
Title: _____

CONTRACTOR'S CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing Assignment of the Assigned Rights by Seller to Buyer.

[MW-Gilmore joint venture entity],
a Colorado [entity]

By: _____

Name: _____

Title: _____

ARCHITECT'S CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing Assignment of the Assigned Rights by Seller to Buyer.

EJ Architecture, PLLC,
a Colorado professional limited liability company

By: _____

Name: Elizabeth Johnson

Title: Owner

EXHIBIT D
(Reports and Studies)

- Geotechnical Engineering Investigation dated March 24, 2023 prepared by Martinez Associates, Inc.
- Phase I Environmental Site Assessment dated November 12, 2024 prepared by Ramboll Americas Engineering Solutions, Inc.
- Limited Phase II Environmental Site Assessment dated November 12, 2024 prepared by Ramboll Americas Engineering Solutions, Inc.
- ALTA/NSPS Land Title Survey prepared by Harris Kocher Smith, signed and stamped _____, 2025

EXHIBIT E
(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 202__, by 4965 WASHINGTON STREET LLLP, a Colorado limited liability limited partnership ("**Seller**"), whose address is c/o Evergreen Real Estate Group, 566 W. Lake Street #400, Chicago, Illinois 60661 ("**Grantor**"), to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of _____ Dollars (\$) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein ("**Property**");

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

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor, subject to statutory exceptions as defined in C.R.S. § 38-30-113(5)(a).

No separate bill of sale with respect to improvements on the Property will be executed.

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

[Signature page(s) and exhibit to be attached]