

PURCHASE AND SALE AGREEMENT
(12033 East 38th Ave, Denver, Colorado; and
3835 Peoria Street, Denver, Colorado; and
3805 Peoria Street, Denver, Colorado)

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 **IH HOLDINGS SIXTEEN LLC**, a Colorado limited liability company, whose address is 3333 S. Bannock St, Suite 300, Englewood, Colorado 80110 (“**Seller**”). City and Seller are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

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

B. Subject to the terms of this Agreement, Seller agrees to sell and the City agrees to purchase the Property; 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 Seller shall sell the real property interests generally located at 12033 East 38th Avenue, Denver Colorado, 3835 Peoria Street, Denver, Colorado, and 3805 Peoria Street, Denver, Colorado more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, together with Seller’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**; (iii) all of Seller’s right, title and interest, if any, in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property described in **Exhibit 1**; and all water rights, if any, owned by Seller as to the subject Property herein (collectively “**Property**”).

2. PURCHASE PRICE.

a. Purchase Price. The total purchase price for the Property to be paid by the City at Closing (as defined in this Agreement) as just compensation is Nine Million AND 00/100 DOLLARS (\$9,000,000.00) (“**Purchase Price**”), which shall be payable as follows:

b. Earnest Money Deposit. On or before the 10th business day after the Effective Date, the City shall deposit with Land Title Guarantee Company, 3033 East First Avenue, #600, Denver, CO 80206, Attn: Tom Blake, Phone: 303-331-6237, Email: tblake@ltgc.com (“**Title Company**”) an earnest money deposit in the amount of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) (which earnest money deposit, together with all interest and dividends earned thereon, is herein referred to as the “**Deposit**”). If the City elects to proceed to Closing and the Closing occurs, the Deposit shall be applied to the Purchase Price. If the City terminates this Agreement, in the City’s sole and absolute discretion, within the deadlines set forth in Section 7 or because of Owner’s default hereunder as provided in this Agreement, the Deposit, and any interest accrued thereon, shall be returned to the City within three (3) business days. In the event the Closing does not occur due to a default of the City, the Deposit, and any interest accrued thereon, shall be given to Seller as liquidated damages in lieu of any other right or remedy which Owner may have in equity or law, in accordance with Section 15(a).

c. Balance. The balance of the Purchase Price (after crediting the Deposit), subject to prorrations and adjustments in accordance with Section 14 of this Agreement, shall be paid by wire transfer or immediately available funds on the Closing Date.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in Section 7(a), Seller shall disclose, in writing, to the City all documents Seller has possession of and all information Seller has Actual Knowledge of regarding any environmental contamination (including asbestos contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If the Seller acquires any additional documents or Actual Knowledge regarding environmental contamination, Seller has the ongoing duty to provide such documents or information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional documents or information. If Seller receives a notice of violation of any Environmental Law, Seller shall disclose such notice to the City within five (5) days after Seller's receipt of such notice. 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. All applicable state and federal laws governing hazardous substances and toxic substances shall be referred to herein as "**Environmental Laws**".

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 and Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests. Notwithstanding the foregoing, the City may not conduct any invasive testing that may subject Seller or the Property to any reporting requirements or other obligations or liability under any Environmental Laws or other applicable federal, state and/or local laws, rules, ordinances or regulations, without Seller's prior written consent, which Seller may grant or withhold in Seller's sole and absolute discretion. In the event the City wishes to conduct any invasive testing, the City shall give Seller at least three business days prior written notice of such. Further, Seller shall have the right to approve the scope of any such invasive testing and have a representative be present with the City during the duration of all or any portion of such invasive testing.

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 condition relating to the Property that constitutes a Newly Discovered Matter (as defined in Section 7(b)(i)). On or before the deadline set forth in Section 7(c), Seller may elect (in Seller's sole discretion) to provide notice to the City that Seller plans to cure, at Seller's sole cost and expense, such unacceptable environmental conditions prior to Closing. In the event Seller declines to cure the unacceptable environmental conditions, fails to respond to City's notice thereof by the date set forth in Section 7(c) of this Agreement, or (if Seller elects to cure such unacceptable environmental condition in writing) fails to cure any such unacceptable environmental condition prior to Closing, the City, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate

automatically 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).

4. INSPECTION/SURVEY. Subject to the terms and conditions contained in this Agreement, the City has the right to inspect the physical condition of the Property. In the event the City or its consultants cause any damage to the Property in connection with the City's inspection of the Property, at Seller's option, either the City shall repair the damage and restore the Property to place it in substantially the condition it was in immediately prior to the damage or reimburse Seller for the costs of such repair and restoration. Notwithstanding anything to the contrary in this Agreement, the City shall not permit any of its contractors (including without limitation, surveyors, environmental consultants, and property condition inspectors) to enter onto the Property unless and until such consultants have executed an access agreement with Seller. Seller, at its sole cost and expense, shall provide to the City copies of any surveys of the Property in its possession or under its control in accordance with the delivery schedule set forth in the Section 7(a) below (the "**Survey Documents**"). In addition, the City, at its sole cost and expense, shall have the right to either update any survey delivered to the City by Seller, or have its own survey completed. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall give notice of any unacceptable physical or survey condition of the Property that constitutes a Newly Discovered Matter to Seller by the deadline set forth in Section 7(b). On or before the deadline in Section 7(c), Seller may elect (in Seller's sole discretion) to provide notice to the City that Seller plans to cure, at Seller's sole cost and expense, such unacceptable physical or survey condition prior to Closing. In the event Seller declines to cure the unacceptable physical or survey conditions, fails to respond to the City's notice thereof by the date set forth in Section 7(c) of this Agreement, or (if Seller elects to cure such unacceptable physical or survey conditions in writing) fails to cure any such unacceptable physical or survey condition prior to Closing, the City, at its sole discretion, may elect to waive such unacceptable physical or survey 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) in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically 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).

Seller shall, within five (5) days of the Effective Date, deliver to City copies of any and all existing leases, agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property, that are currently in Seller's possession ("**Service Contracts**"). Prior to the expiration of the Due Diligence Period (defined in Section 7(b)(i) below), City shall notify Seller which of the Service Contracts it elects to assume at Closing, if any. In the event City fails to notify Seller of such election regarding any or all of the Service Contracts, Seller shall terminate such Service Contracts on or before the Closing Date at the sole and exclusive cost of Seller.

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 Seller within ten (10) days of the Effective Date of this Agreement.

b. **Matters Not Shown by the Public Records.** By the deadline set forth in Section 7(a) of this Agreement Seller shall (i) disclose, in writing, to the City all easements, licenses, right to use agreements, liens, or other title matters not shown by the public records that are in Seller's possession and of which Seller has Actual Knowledge that are not included in the Title Documents or Survey Documents; and (ii) provide all other documents that pertain to the Property to the extent in Seller's possession and of which Seller has Actual Knowledge that are not included in the Title Documents or Survey Documents,

including, but not limited to, copies of the leases, soil reports, geotechnical reports, traffic studies, building drawings and operating expenses relating to the Property (the “**Ancillary Due Diligence Documents**”). Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation under this Agreement to deliver or make available any documents or information that is confidential, privileged, or proprietary, including without limitation, documents or information that are subject to attorney-client privilege or confidentiality, are subject to confidentiality or non-disclosure agreements, employee records, or that contain investor information or communications with investors.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title that to Seller by the deadline set forth in Section 7(b) of this Agreement. On or before the date in Section 7(c), Seller may elect (in Seller’s sole discretion), to provide notice to the City that Seller plans to cure, at Seller’s sole cost and expense, such unacceptable conditions prior to Closing. In the event Seller declines to cure such unacceptable conditions, fails to respond to the City’s notice thereof by the date in Section 7(c) of this Agreement, or fails to cure any such unacceptable conditions prior to Closing, the City in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically 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. Subsequently Discovered Defects. At any time prior to Closing if any matter affecting title to the Property (“**Defect**”) shall arise or be discovered by the City pursuant to an updated title commitment or survey, which is not set out in the Title Documents, Survey Documents, or disclosed to the City by Seller or otherwise known by the City prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within five (5) days after the City discovers such Defect provided that, if such Defect is discovered within five (5) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5(d). Upon receipt of notice of the City’s objection to any such Defect, Seller shall have the right, but not the obligation, in Seller’s sole discretion, to cure such Defect to the satisfaction of the City and the Title Company for a period of five (5) days from the date of such notice. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to three (3) days after the expiration of such cure period. If Seller cures the City’s objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City and the Title Company, the City shall either (a) close on such original or postponed date (and the City shall thereby be deemed to have waived such objection); or (b) extend the Closing Date by written notice to Seller to allow such additional time as the Parties may agree in writing for Seller to cure the Defect; or (c) terminate this Agreement by giving notice to Seller before such original or postponed date, in which case the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically 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).

6. CLOSING PRE-CONDITIONS.

a. Delivery of title shall be evidenced by the willingness of the Title Company to issue to City, at Closing, an ALTA form of extended coverage owner’s policy of title insurance (provided that an ALTA form of standard coverage owner’s policy will be sufficient unless the City delivers a satisfactory survey to the Title Company and satisfies the Title Company’s other requirements to issue an extended coverage owner’s policy in the Title Company’s sole discretion) insuring marketable fee simple title to the Property in City in the amount of the Purchase Price (the “**Title Policy**”), subject only to the encumbrances or exceptions to title shown in a title commitment to which the City does not object pursuant to the terms

of this Agreement or which are otherwise waived or accepted by the City (the “**Permitted Exceptions**”). Seller shall cooperate with the Title Company by executing, as necessary, an affidavit in the form attached hereto as **Exhibit 4**. Provided that the City has satisfied the Title Company’s requirements for issuance of the Title Policy, the issuance of the Title Policy shall be a condition to City’s obligation to close hereunder.

b. Prior to Closing, Seller shall have terminated the Service Contracts unless such Service Contract has been assumed in writing by City.

c. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) shall operate and maintain the Property substantially in the manner that it is currently being operated and maintained by Seller; (b) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining City’s prior written consent, which consent may be withheld or delayed in City’s sole and absolute discretion; (c) shall not enter into any contracts or commitments that will survive the Closing other than a contract that is terminated on less than thirty (30) days’ notice; (d) shall maintain adequate casualty and liability insurance policies on the Property; (e) shall use commercially reasonable efforts to secure the Property to mitigate the risk of trespassers or unauthorized visitors; and (f) shall continue to perform routine maintenance at the Property, subject to Section 17.

d. Seller’s Improvements.

i. The City acknowledges and agrees that Seller has completed the improvements to the Property as specifically set forth on **Exhibit 6**, attached hereto and incorporated herein by reference (“**Completed Improvements**”). Seller, at Seller’s sole cost and expense, shall complete the improvements to the Property as specifically set forth on **Exhibit 5**, attached hereto and incorporated herein by reference (“**Seller Improvements**” and together with the Completed Improvements, the “**Improvements**”). As a condition precedent to closing, Seller shall complete the Seller Improvements and obtain final certificates of occupancy for the Property. All work shall be performed in a thorough and workmanlike manner, shall incorporate only new materials, and shall be free from defects and in good and useable condition at the date of completion.

ii. Seller shall notify the City of any manufacturer or other warranties applicable to the Improvements. In the event that any of the Improvements are under any warranty, the City shall be entitled to the benefit of the warranty to the extent that the warranty is assignable. Seller shall provide the City with copies of any documents pertaining to warranties of the Improvements and shall execute such instruments as may be required to transfer the warranty to the City.

iii. Seller shall send the City written notice upon substantial completion of the Seller Improvements. The City and Seller shall then schedule a walkthrough to inspect the Seller Improvements within three (3) days after receipt of such notice. If the City believes any of the Seller Improvements are incomplete or non-operational, it shall send written notice of the same to Seller within two (2) days after such walkthrough, which notice shall include a reasonably detailed “punchlist” of the incomplete or non-operational items (the “**Punchlist**”). If the City does not attend a walkthrough or does not send such written notice and Punchlist, it shall be deemed to have accepted the Seller Improvements as having been completed in accordance with this Agreement. If the City attends the walkthrough and timely sends such written notice and Punchlist, then Seller shall diligently pursue completion of the work described in the Punchlist. Notwithstanding the foregoing, the City shall have no right to include any item of the Seller Improvements in a Punchlist if such item has been approved as complete by the building department or other agency of the City that is responsible for inspection of such work. Seller shall send written notice to the City of the completion of all Punchlist work (the “**Punchlist Completion Notice**”). The City’s acceptance of possession of the Property shall be deemed acceptance of the Seller Improvements as having been completed in accordance with this Agreement.

iv. Any conditions described in this Section 6 as express conditions precedent to City's obligations to close on the transactions contemplated in this Agreement shall be referred to in this Agreement as the "**Closing Conditions.**"

7. TIMEFRAMES.

a. Seller's Disclosure. Except as otherwise provided in this Agreement, Seller shall deliver any documents and make the disclosures required by this Agreement, including as required under Sections 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 and Right to Terminate.

- i. Subject to the provisions of this Section, the City shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under Sections 3(c), 4 and 5(c) of this Agreement, above (each, an "**Objection Notice**"), no later than 5 p.m. local time, fifteen (15) days after the Effective Date ("**Due Diligence Period**").
- ii. Except as described in the following sentence, the City acknowledges and agrees that it has performed and received all tests, studies, reports, evaluations, and other due diligence of the Property that it requires prior to the Effective Date with respect to Sections 3 and 4, including diligence related to the physical condition, and environmental condition of the Property (collectively, the "**Existing Diligence**"), and the City hereby accepts and approves of the Existing Diligence and the condition of the Property described therein. The City excludes from this acknowledgement due diligence with respect Section 5 related to title to the Property ("**Continuing Diligence**").
- iii. While the City will continue to have the right to perform due diligence of the Property as provided in this Agreement, the City shall only have the right to send an Objection Notice with respect to Continuing Diligence or matters first disclosed to the City after the Effective Date and not described or disclosed in the Existing Diligence (collectively, "**Newly Discovered Matters**"). Any objections described in any Objection Notice based on any matters other than Newly Discovered Matters shall be void, invalid, and of no force or effect.
- iv. The City may terminate this Agreement, in accordance with this Section 7, by delivering written notice to Seller on or before the expiration of the Due Diligence Period, which notice shall describe the basis for such termination in reasonable detail (including, if applicable, whether the basis is a Newly Discovered Matter, and shall include a copy of all tests, studies, reports, or evaluations that support such basis (the "**Termination Notice**").
 - (i) If the City delivers the Termination Notice in accordance with this Section 7 on or before the expiration of the Due Diligence Period, then the Title Company shall return the Deposit to the City 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). In the event the City does not deliver the Termination Notice in accordance with this Section 7 on or before the expiration of the Due Diligence Period, the Deposit shall be nonrefundable to Buyer and payable to Seller except as otherwise expressly stated in this Agreement.

c. Seller's Cure. Seller shall have until no later than 5 p.m. local time five (5) days from the date of the Objection Notice to elect to cure any, all or none of the unacceptable conditions set forth in any Objection Notice under Sections 3(c), 4, 5(c) and 7(b) of this Agreement, in Seller's sole discretion. Unless waived by the City, if Seller agrees in writing to cure an unacceptable condition, then Seller's cure of any such unacceptable conditions must be complete prior to Closing unless curing the defect is impossible to cure prior to Closing. If curing the condition is impossible prior to Closing, Seller shall submit a plan to the City, to be approved at the City's sole discretion, to resolve the defect in a reasonable time.

d. City's Election. The City, by written notice to Seller delivered within five (5) days after expiration of the deadline in Section 7(c), may elect to waive any objections to which the Seller has declined to cure and proceed to Closing or to terminate this Agreement. In the event the City terminates this Agreement, the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically 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). If the City does not send such written notice of termination within such 5-day period, the City will be deemed to have elected to waive such Objection Notice and its right to terminate this Agreement unless the Seller has provided notice that the Seller has elected to cure such objection prior to Closing.

e. Deadlines. In the event any date for a party's performance occurs on a Saturday, Sunday or national holiday, the date for such performance shall occur on the next regular business day following such weekend or national holiday.

8. DATE OF CLOSING: The date of closing will occur on the date that is the earlier of ("**Closing Date**") (a) fifteen (15) days after the date the Closing Conditions are satisfied and completion of any Punchlist work as such date is set forth in the Punchlist Completion Notice; provided, however, if the Closing Conditions are satisfied prior to or during the Due Diligence Period then the Closing Date shall be fifteen (15) days after the conclusion of the Due Diligence Period, or (b) ninety (90) days after the Effective Date ("**Outside Closing Date**"). If the Closing Conditions are not satisfied on or before the Outside Closing Date, then the Seller shall have the option to extend the Closing Date up to two times for 90 days each (each an "Extended Outside Closing Date") by providing written notice to the City ("**Closing Extension Notice**") prior to the Outside Closing Date or Extended Outside Closing Date. The City may terminate this Purchase and Sale Agreement by providing written notice to Seller on the Outside Closing Date or Extended Outside Closing Date if: (i) Seller fails to provide the applicable Closing Extension Notice; or (ii) Seller provides the Closing Extension Notice but the Closing Conditions are still not satisfied on or before the Extended Outside Closing Date. If the City terminates the Agreement pursuant to this Section, all escrow funds deposited by the City will be returned to the City within two (2) business days.

9. CLOSING. The Closing shall take place at the offices of the Title Company and shall be completed on or before 5:00 p.m. Mountain Time on the Closing Date ("**Closing**"). Seller or Buyer may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. The following events shall occur at the Closing:

i. Seller shall execute and deliver to the Title Company a Special Warranty Deed in substantially the form set forth as **Exhibit 2** herein ("**Deed**") conveying the Property to the City free and clear of all delinquent taxes, but subject to matters of record, taxes for year of Closing and subsequent years with proration as provided herein, statutory exceptions and the Permitted Exceptions.

- ii. Seller shall execute, have acknowledged and deliver the Title Company a bill of sale conveying to City all of Seller's right, title and interest in and to any personal property located on the Property substantially in the form attached hereto as **Exhibit 3**.
- iii. Seller shall deliver such other instruments and documents as may be reasonably required by the Title Company and approved by Seller, in the condition herein contemplated, including without limitation an affidavit in the form of **Exhibit 4** attached hereto.
- b. Obligations of City at Closing: The following events shall occur at Closing:
 - i. City shall deliver or cause to be delivered to the Title Company good funds by wire transfer or other immediately available funds, payable to the order of Seller in the amount of the Purchase Price.
 - ii. The City shall deliver such other instruments and documents as may be reasonably required by the Title Company and approved by the City, in the condition herein contemplated.
- c. Closing Costs. Closing costs shall be as provided for in Section 13 below.

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

11. REPRESENTATIONS AND WARRANTIES

a. Except as may be disclosed to the City in the Title Documents, Survey Documents, or other deliveries to the City required by this Agreement, Seller warrants and represents that as of the Effective Date and 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. To Seller's Actual Knowledge, there is no known condition existing with respect to the 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; and
- iv. To Seller's Actual Knowledge, there are no known patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and
- v. Seller has not received written notice from a governmental entity of any uncured violations of any law, rule, regulation, or code; and
- vi. There is no pending or, to Seller's Actual Knowledge, threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property; and
- vii. Seller has provided or will provide, on the timeframes set forth herein, the City with a copy of all leases or other agreements and documents not shown in the real property records relating to the Property, to which Seller is a party that grant the counterparty any right to lease or acquire the Property; and
- viii. With respect to environmental matters:
 - 1. No part of the Property has ever been used as a landfill by Seller; and

2. Seller has no Actual Knowledge of the presence of asbestos contaminated soils existing within the Property; and
 3. Seller has no Actual Knowledge that the Property is or may be contaminated with any hazardous substances or toxic substances; and
 4. Seller has not caused, and will not cause, the release of any hazardous substances or toxic substances on the Property in violation of any Environmental Laws; and
 5. Seller has received no written or official notification that the Property is subject to any federal, state or local lien, proceedings, claim, liability or action for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property.
 6. Seller has no Actual Knowledge 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; and
 - 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; and
 - iii. To (a) the actual knowledge Director of the Division of Real Estate for the City; and (b) the Actual Knowledge of Hugo Weinberger for Seller: 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; and
 - 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; and
 - 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 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.

c. As used in this Agreement, any reference to Seller's "**Actual Knowledge**" shall be to the actual knowledge of Hugo Weinberger, as of the Effective Date, without any independent duty of investigation or inquiry; provided, however, the Seller shall have (i) an ongoing duty to provide the City with information up to the time of Closing of any changes to Seller's Actual Knowledge of a fact or circumstance stated herein and (ii) an obligation to review the Title Documents to comply with Section 5(b).

d. The Parties agree that (a) Seller's warranties and representations contained in this Agreement and in any document (including any certificate) executed by Seller and delivered for to the City pursuant to this Agreement (collectively, "**Seller's Representations**") shall survive Closing for a period of six (6) months after the Closing Date (the "**Limitation Period**"), and (b) the City shall provide written notice to Seller of any breach of Seller's Representations and shall allow Seller thirty (30) days within which to cure, in Seller's sole discretion, such breach, or, if such breach cannot reasonably be cured within thirty (30) days, an additional reasonable time period, so long as such cure has been commenced within such thirty (30) days and diligently pursued, and Seller shall be entitled to a reasonable adjournment of the Closing for the purpose of such cure. Notwithstanding anything in this Agreement to the contrary, if Seller fails to cure such breach after written notice from the City of such breach and within such cure period, then the City's sole and exclusive remedies shall be: (i) if the City first receives notice of or otherwise gains knowledge of such breach prior to or at Closing, to terminate this Agreement by written notice to Seller and to receive a refund of the Deposit, or (ii) if the City first receives notice of or otherwise gains knowledge of such breach after Closing, to bring an action at law for actual damages caused by such breach, which must be commenced and service of process made, if at all, within the Limitation Period, and if such action is not timely brought then all claims and liability hereunder, at law, or in equity related to such breach shall be deemed irrevocably and forever waived and Seller shall not have any liability in connection therewith; however, if within the Limitation Period, the City gives Seller written notice of such a breach and Seller commences to cure and thereafter terminates such cure effort, the City shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for its actual out-of-pocket damages proximately caused by Seller's failure to cure. In the event the City had notice or knowledge of any breach of a Seller's Representation prior to or on the Closing Date and elected to close regardless, the City shall be deemed to have waived any right of recovery or any other remedy hereunder, at law, or in equity, and Seller shall not have any liability in connection therewith.

e. Except as otherwise expressly provided in this Agreement, Seller does not make, and hereby disclaims, any representations or warranties, express or implied, regarding the Property or its value, any of the documents or information provided to the City, or any other matters affecting or relating to the Property, including, without limitation, the physical condition of the Property, title to or the boundaries of the Property, environmental matters, compliance with any laws, rules, regulations, or codes and all other information pertaining to the Property. The City acknowledges that: (i) the City has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property; and (ii) the City is not relying upon any representations or warranties, other than those specifically provided in Section 11, made by Seller or anyone acting or claiming to act on Seller's behalf. The City agrees that the Property is to be sold to and accepted by the City as of the Closing Date, in its "AS IS" condition, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, including, but not limited to any warranty of habitability, quality, implied warranty of merchantability of fitness for any general or particular purpose, on the Closing Date and assumes every risk of adverse physical, environmental, economic or legal conditions that may not have

been revealed by its investigation and inspections. The City agrees that Seller shall not have any liability to the City as a result of the City's use of any of the documents or information that Seller has or will deliver to the City and it is understood that the City is expected to perform its own studies and is responsible for such investigations and inspections of the Property, including investigation of environmental conditions, as the City deems necessary or desirable and as permitted by agreement between the parties.

f. Except with respect to any claims arising out of any breach of covenants, representations or warranties in Section 11, the City, for itself and its agents, affiliates, successors and assigns, releases and forever discharges Seller, its agents, partners, members, managers, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this agreement, which the City has or may have in the future, arising out of the physical, environmental, economic, or legal condition of the Property. The City specifically acknowledges that the City has carefully reviewed this Section 11 and discussed its import with legal counsel and that the provisions of this Section 11 are a material part of this Agreement.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all liens that were recorded by or on behalf of Seller and that can be discharged solely by the payment of money 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 all fees for real estate closing services. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied or waived. 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. Seller shall pay any and all taxes and special assessments accrued and owed on the Property prorated through 11:59 P.M. Mountain Time on the date prior to 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 11:59 P.M. Mountain Time on the date prior to Closing.

15. TIME IS OF THE ESSENCE/REMEDIES. Time is of the essence in this Agreement. 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.** Seller may, as its exclusive remedy, terminate this Agreement by written notice to the City and receive the Deposit as liquidated damages, thereby releasing the parties from this Agreement, except for any provision hereof which expressly survives termination. CITY AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT, IN SUCH EVENT, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON), IN WHICH CASE, (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF CITY AND SELLER HEREUNDER SHALL 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 AND (B) TITLE COMPANY SHALL DELIVER THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) TO SELLER PURSUANT TO SELLER'S INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF CITY'S FAILURE TO CONSUMMATE THE

CLOSING IN BREACH HEREOF. SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE FOR CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF AND SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY FOR A DEFAULT BY THE CITY, TO TERMINATE THE AGREEMENT. Except as expressly provided in this Section 15(a), Seller expressly waives the remedies of specific performance and damages, including delay damages and attorneys' fees, or both, or any other legal or equitable remedy.

b. If Seller Is in Default. Subject to Section 11(f), the City may terminate this Agreement by providing written notice thereof to Seller, in which event the Title Company shall return the Deposit to the City, Seller shall reimburse the City for the City's reasonable and documented third-party costs incurred for the City's inspections and due diligence of the Property, not to exceed 3.0% of the Purchase Price in the aggregate (inclusive of all attorneys' fees and other professional costs), and this Agreement shall terminate automatically 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 of Seller's obligations to sell the Property to Buyer. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation. Except as expressly provided above, and except for a breach of Seller's representations, or warranties in Section 11, of which the City did not have knowledge until after the Closing Date, the City shall not have the right to pursue any action for damages, specific performance, or other equitable relief in the event of Seller's default or other failure to perform hereunder, and the City expressly waives such rights, whether arising at law, in equity, or by contract. The City hereby expressly waives all rights under Colorado law or at common law or otherwise to record a *lis pendens* or a notice of pendency of action or similar notice against all or any portion of the Property in connection with any alleged defaults by Seller hereunder. UNDER NO CIRCUMSTANCES MAY THE CITY SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH THE CITY SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER, OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, OR ITS OBLIGATIONS UNDER THIS AGREEMENT.

16. TERMINATION. If this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall be relieved of all obligations under this Agreement except for those obligations which survive the termination of this Agreement. Notwithstanding the foregoing, the Title Company's disposition of the Deposit shall be determined in accordance with the terms and conditions of the remainder of this Agreement and this Section shall not govern the disposition of the Deposit.

17. CASUALTY AND CONDEMNATION. Subject to the terms and conditions of Section 4 of this Agreement, Seller shall be responsible for all risks of damage, loss, or injury to the Property and for all property-owner liability prior to Closing. If, prior to Closing, (i) all or substantially all of the Property shall be destroyed or damaged by fire, flood, wind or other casualty (collectively, a "**Casualty**"), and/or (ii) all or substantially all of the Property becomes the subject of a taking by a public authority (a "**Condemnation**"), then the Seller and the City shall each have the right to terminate this Agreement by written notice to the other Party within five (5) days after the date on which Seller notifies the City of such Casualty or Condemnation, but in no event later than the day before Closing, in which event the Title Company shall promptly return the Deposit to the City, this Agreement shall be of no further force and effect, and all Parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Agreement. If this Agreement is not so terminated, or if no such termination right exists: (a) the Purchase Price shall not be affected, (b) the City shall have the right to receive all of the insurance proceeds or condemnation awards payable by reason of such Condemnation after the Closing Date, as the case may be, and (c) if insurance proceeds or condemnation awards are paid to Seller prior to Closing, then at Closing, Seller shall pay such insurance or condemnation

proceeds, as the case may be, to the City or at the City's option such proceeds shall be a credit against the Purchase Price. Seller shall have no obligation to repair or restore the Property after any Casualty or Condemnation.

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 City to pay any commission or fees. Any arrangements that Seller has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Seller and any arrangements that the City has with a broker or other intermediary regarding the purchase of the Property shall be solely at the cost of the City.

19. SEVERABILITY. In the event that 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, the Seller 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 identity or gender expression, marital status, or physical or mental disability.

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 electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, or sent via overnight courier service if to the Seller at the addresses listed below and if to the City at the addresses given below. Notices delivered personally or sent electronically are effective when sent. Notices sent by certified or registered mail are effective upon receipt and notices sent by overnight courier are effective the next business day after they are sent. 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

Executive Director
Department of Housing Stability
201 West Colfax Avenue, Department 615
Denver, Colorado 80202
e-mail: britta.fisher@denvergov.org

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
e-mail: eliot.schaefer@denvergov.org

If to Seller:

IH Holdings Sixteen LLC
Attn: Hugo Weinberger
333 W. Hampden Avenue, Suite 600
Englewood, Colorado 80110
Email: hugow@thesitusgroup.com

and

Brownstein Hyatt Farber Schreck, LLP
Attn: Charlie Smith
410 17th Street, Suite 2200
Denver, Colorado 80202
Email: cjsmith@bhfs.com

24. RIGHT TO ALTER TIME FOR PERFORMANCE. The Parties may alter any time for performance set forth in this Agreement by written consent signed by the Director of the Division of Real Estate and an authorized representative of Seller.

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 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 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 financial 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.

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 Seller’s Actual Knowledge, 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 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. 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 shall not assign its rights under this Agreement without Seller’s prior written consent. Seller understands and agrees that it may not assign any of its rights, benefits, obligations or duties under this Agreement with the City’s prior written consent. All the agreements and

representations set forth in this Agreement shall be binding upon and for the benefit of each Party's permitted successors and assigns.

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 and Seller. This Agreement does not constitute an offer to sell the Property.

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 by facsimile or electronically scanned signatures which shall be deemed an original.

36. EFFECTIVE DATE. The "**Effective Date**" shall be the date the City delivers a fully executed copy of this Agreement to the 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. The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.

[Remainder of Page Intentionally Left Blank]

Contract Control Number:
Contractor Name:

FINAN-202264437-00
IH HOLDINGS SIXTEEN LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

IH HOLDINGS SIXTEEN LLC,
a Colorado limited liability company

By: *Hugo Weinberger*
Name: Hugo Weinberger
Title: President

[The City's Signature Page Follows.]

EXHIBIT 1

(Legal Description of Property)

PARCEL I:

Lots 1 and 2 of Block 3,

EXCEPT the South 100 feet of Lot 1 as conveyed to Waffle House, Inc., in Deed recorded October 3, 1979 in [Book 2020 at Page 139](#),

UPLAND WEST FILING NO. TWO recorded September 2, 1977 in [Plat Book 28 at Page 5](#),

City and County of Denver,

State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2;

Thence North 90°00'00" East, 187.23 feet along the North line of said Lot 2 to the Northeast corner of said Lot 2;

Thence South 00°00'00" East 45.00 feet along the East line of said Lot 2 to the Northwest corner of Lot 1;

Thence North 90°00'00" East, 175.00 feet along the North line of said Lot 1 to the Northeast corner of said Lot 1;

Thence South 00°00'00" East, 67.97 feet along the East line of said Lot 1;

Thence North 90°00'00" West, 175.00 feet to the intersection with the line between Lots 1 and 2;

Thence South 00°00'00" East, 100.00 feet along the line between Lots 1 and 2 to the Southeast corner of said Lot 2;

Thence North 90°00'00" West, 157.23 feet along the South line of said Lot 2 to a point of curvature;

Thence 47.12 feet along the arc of a curve to the right whose delta is 90°00'00", whose radius is 30.00 feet to a point of tangency, being on the West line of said Lot 2;

Thence North 00°00'00" East, 182.97 feet along the West line of said Lot 2 to the Point of Beginning,

EXCEPT that parcel conveyed to the City and County of Denver in Special Warranty Deed recorded June 14, 2013 at [Reception No. 2013069089](#),

City and County of Denver,

State of Colorado.

PARCEL II:

Beneficial easement for parking spaces for motor vehicles for employees, guests or customers over the North 27.03 feet of the South 100 feet of Lot 1, Block 3, UPLAND WEST FILING NO. TWO as set forth in instrument recorded October 3, 1979 in [Book 2020 at Page 139](#),

EXCEPT that parcel conveyed to the City and County of Denver in Special Warranty Deed recorded June 14, 2013 at [Reception No. 2013069089](#)

City and County of Denver,

State of Colorado.

[continues on following page]

PARCEL A: (PARCEL NUMBER: REM-D)

A TRACT OR PARCEL OF LAND NO. REM-D OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PORTIONS OF THOSE PARCELS OF LAND DESCRIBED IN RECEPTION NUMBERS 2013036771 AND 2013069089, ALL RECORDED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IN A PORTION OF LOT 1, BLOCK 3, UPLAND WEST, FILING NO. IWO, IN SAID CITY AND COUNTY OF DENVER, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 23, (WHENCE THE W 1/4 CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARS S 00°35'37" E, A DISTANCE OF 2,649.21 FEET); THENCE N 53°39'47" W, A DISTANCE OF 279.77 FEET, TO A POINT ON THE WEST LINE OF SAID RECEPTION NUMBER 2013036771, BEING THE POINT OF BEGINNING;

1. THENCE ALONG SAID WEST LINE OF RECEPTION NUMBER 2013036771, N00°06'41"W, A DISTANCE OF 93.78 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013036771;
2. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013036771, N 89°53'28" E, A DISTANCE OF 93.47 FEET, TO THE SOUTHWEST CORNER OF SAID RECEPTION NUMBER 2013069089;
3. THENCE ALONG THE WEST LINE OF SAID RECEPTION NUMBER 2013069089, N 13°10'46" E, A DISTANCE OF 21.82 FEET;
4. THENCE CONTINUING ALONG SAID WEST LINE, N 11°44'50" E, A DISTANCE OF 47.71 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013069089;
5. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013069089, N 89°52'14.2" E, A DISTANCE OF 5.74 FEET;
6. THENCE S 14°43'45" W, A DISTANCE OF 70.27 FEET;
7. THENCE S 13°56'44" W, A DISTANCE OF 65.86 FEET;
8. THENCE N 82°10'31" W, A DISTANCE OF 7.07 FEET;
9. THENCE S 29°13'40" W, A DISTANCE OF 26.53 FEET;
10. THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 80.42 FEET, A CENTRAL ANGLE OF 25°24'33", AN ARC LENGTH OF 35.66 FEET, WITH A CHORD BEARING OF S 77°13'20" W, A DISTANCE OF 35.37 FEET;
11. THENCE S 89°55'37" W, A DISTANCE OF 25.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE PARCELS SET FORTH IN RESOLUTION NO. CRIS-0997, RECORDED JANUARY 13, 2016 UNDER RECEPTION NO. 2016004248.

PARCEL B: (PARCEL NUMBER: REM-C)

A TRACT OR PARCEL OF LAND NO. REM-C OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2013020766, AS RECORDED ON FEBRUARY 13, 2013 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING IN THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SAID CITY AND COUNTY OF DENVER, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 23, (WHENCE THE W 1/4 CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARS S 00°35'37" E, A DISTANCE OF 2,649.21 FEET); THENCE N 18°48'51" W, A DISTANCE OF 346.20 FEET, TO A POINT ON THE SOUTH LINE OF SAID RECEPTION NUMBER 2013020766, BEING THE POINT OF BEGINNING;

1. THENCE ALONG SAID SOUTH LINE OF RECEPTION NUMBER 2013020766, S 89°52'42" W, A DISTANCE OF 113.95 FEET, TO THE SOUTHWEST CORNER OF SAID RECEPTION NUMBER 2013020766;
2. THENCE ALONG THE WEST LINE OF SAID RECEPTION NUMBER 2013020766, N 00°01'15" W, A DISTANCE OF 45.00 FEET;
3. THENCE CONTINUING ALONG SAID WEST LINE, N 00°02'00" E, A DISTANCE OF 79.90 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013020766;
4. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013020766, N 89°54'30" E, A DISTANCE OF 146.27 FEET;
5. THENCE S 22°56'11" W, A DISTANCE OF 27.08 FEET;
6. THENCE S 12°16'19" W, A DISTANCE OF 102.30 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE PARCELS SET FORTH IN RESOLUTION NO. CR15-0997, RECORDED JANUARY 13, 2016 UNDER RECEPTION NO. 2016004248.

EXHIBIT 2
(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
Project Description: 12033 East 38th Avenue, 3835 Peoria Street, and 3805 Peoria Street, Denver, Colorado
Asset Mgmt No.: [insert when assigned]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this _____ day of _____, 202_, by IH HOLDINGS SIXTEEN LLC, whose address is _____ (“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 Nine Million and NO/100 Dollars (\$9,000,000.00) 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, subject to all matters of record, matters which would be revealed by an accurate survey and all statutory exceptions (the “Exceptions”). 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 the Exceptions.

[SIGNATURE PAGE TO FOLLOW]

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

GRANTOR

ATTEST:

IH HOLDINGS SIXTEEN LLC,

By: _____

a Colorado limited liability company

By: _____

Name:

Title:

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____, as _____, for IH Holdings Sixteen LLC.

WITNESS MY HAND AND OFFICIAL SEAL _____

NOTARY PUBLIC

My commission expires: _____

Notary Public

EXHIBIT 3
(Form of Bill of Sale)

FOR \$10.00 RECEIVED as of _____, 202_ and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, IH HOLDINGS SIXTEEN LLC, a Colorado limited liability company ("Assignor"), does hereby assign, transfer, convey and deliver to CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city ("Assignee"), the undivided right, title and interest in and to the personal property situated on and/or used in connection with the operation of that certain real property more particularly described on Schedule A attached hereto and incorporated herein by reference, including, but not limited to keys, beds, mattresses, microwaves, refrigerators, cooktops, washers, dryers, nightstands, dressers, and televisions (collectively, the "Personal Property"), to the extent of Assignor's right, title and interest, therein or thereto, and, to the extent assignable, all of Assignor's right, title and interest, in and to all intangible property rights, guaranties, warranties (including, but not limited to, equipment warranties), licenses and permits associated with such real property, including, without limitation, all zoning approvals, ordinances and/or resolutions, subdivision bonds, building permits, site plans, governmental consents, authorizations, variances, waivers, licenses, signage rights, development rights and approvals, vested rights, permits and approvals, environmental permits, environmental indemnities, subdivision covenants, pertaining to such real property, and all other contract rights whatsoever in any way affecting or pertaining to the use, development or operation of, or construction on, such real property (all of the same being referred to herein as the "Intangible Rights"). All such Personal Property and Intangible Rights are being assigned and conveyed to Assignee in their "AS-IS", "WHERE IS" conditions and without any representation or warranty by Assignor of any kind, written or oral, express or implies, all such representations and warranties being hereby expressly disclaimed, waived, and released.

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale.

IH HOLDINGS SIXTEEN LLC,
a Colorado limited liability company

By: _____
Name: Hugo Weinberger
Title: President

SCHEDULE A

Legal Description

PARCEL I:

Lots 1 and 2 of Block 3,

EXCEPT the South 100 feet of Lot 1 as conveyed to Waffle House, Inc., in Deed recorded October 3, 1979 in [Book 2020 at Page 139](#),

UPLAND WEST FILING NO. TWO recorded September 2, 1977 in [Plat Book 28 at Page 5](#),

City and County of Denver,

State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2;

Thence North 90°00'00" East, 187.23 feet along the North line of said Lot 2 to the Northeast corner of said Lot 2;

Thence South 00°00'00" East 45.00 feet along the East line of said Lot 2 to the Northwest corner of Lot 1;

Thence North 90°00'00" East, 175.00 feet along the North line of said Lot 1 to the Northeast corner of said Lot 1;

Thence South 00°00'00" East, 67.97 feet along the East line of said Lot 1;

Thence North 90°00'00" West, 175.00 feet to the intersection with the line between Lots 1 and 2;

Thence South 00°00'00" East, 100.00 feet along the line between Lots 1 and 2 to the Southeast corner of said Lot 2;

Thence North 90°00'00" West, 157.23 feet along the South line of said Lot 2 to a point of curvature;

Thence 47.12 feet along the arc of a curve to the right whose delta is 90°00'00", whose radius is 30.00 feet to a point of tangency, being on the West line of said Lot 2;

Thence North 00°00'00" East, 182.97 feet along the West line of said Lot 2 to the Point of Beginning,

EXCEPT that parcel conveyed to the City and County of Denver in Special Warranty Deed recorded June 14, 2013 at [Reception No. 2013069089](#),

City and County of Denver,

State of Colorado.

PARCEL II:

Beneficial easement for parking spaces for motor vehicles for employees, guests or customers over the North 27.03 feet of the South 100 feet of Lot 1, Block 3, UPLAND WEST FILING NO. TWO as set forth in instrument recorded October 3, 1979 in [Book 2020 at Page 139](#),

EXCEPT that parcel conveyed to the City and County of Denver in Special Warranty Deed recorded June 14, 2013 at [Reception No. 2013069089](#)

City and County of Denver,

State of Colorado.

(Continued on the next page)

PARCEL A: (PARCEL NUMBER: REM-D)

A TRACT OR PARCEL OF LAND NO. REM-D OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PORTIONS OF THOSE PARCELS OF LAND DESCRIBED IN RECEPTION NUMBERS 2013036771 AND 2013069089, ALL RECORDED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND IN A PORTION OF LOT 1, BLOCK 3, UPLAND WEST, PLING NO. IWO, IN SAID CITY AND COUNTY OF DENVER, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 23, (WHENCE THE W 1/4 CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARS S 00°35'37" E, A DISTANCE OF 2,649.21 FEET); THENCE N 53°39'47" W, A DISTANCE OF 279.77 FEET, TO A POINT ON THE WEST LINE OF SAID RECEPTION NUMBER 2013036771, BEING THE POINT OF BEGINNING;

1. THENCE ALONG SAID WEST LINE OF RECEPTION NUMBER 2013036771, N00°06'41"W, A DISTANCE OF 93.78 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013036771;
2. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013036771, N 89°53'28" E, A DISTANCE OF 93.47 FEET, TO THE SOUTHWEST CORNER OF SAID RECEPTION NUMBER 2013069089;
3. THENCE ALONG THE WEST LINE OF SAID RECEPTION NUMBER 2013069089, N 13°10'46" E, A DISTANCE OF 21.82 FEET;
4. THENCE CONTINUING ALONG SAID WEST LINE, N 11°44'50" E, A DISTANCE OF 47.71 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013069089;
5. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013069089, N 89°52'14.2" E, A DISTANCE OF 5.74 FEET;
6. THENCE S 14° 43'45" W, A DISTANCE OF 70.27 FEET;
7. THENCE S 13°56'44" W, A DISTANCE OF 65.86 FEET;
8. THENCE N 82°10'31" W, A DISTANCE OF 7.07 FEET;
9. THENCE S 29°13'40" W, A DISTANCE OF 26.53 FEET;
10. THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 80.42 FEET, A CENTRAL ANGLE OF 25°24'33", AN ARC LENGTH OF 35.66 FEET, WITH A CHORD BEARING OF S 77°13'20" W, A DISTANCE OF 35.37 FEET;
11. THENCE S 89°55'37" W, A DISTANCE OF 25.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE PARCELS SET FORTH IN RESOLUTION NO. CRIS-0997, RECORDED JANUARY 13, 2016 UNDER RECEPTION NO. 2016004248.

PARCEL B: (PARCEL NUMBER: REM-C)

A TRACT OR PARCEL OF LAND NO. REM-C OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2013020766, AS RECORDED ON FEBRUARY 13, 2013 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING IN THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SAID CITY AND COUNTY OF DENVER, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 23, (WHENCE THE W 1/4 CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARS S 00°35'37" E, A DISTANCE OF 2,649.21 FEET); THENCE N 18°48'51" W, A DISTANCE OF 346.20 FEET, TO A POINT ON THE SOUTH LINE OF SAID RECEPTION NUMBER 2013020766, BEING THE POINT OF BEGINNING;

1. THENCE ALONG SAID SOUTH LINE OF RECEPTION NUMBER 2013020766, S 89° 52'42" W, A DISTANCE OF 113.95 FEET, TO THE SOUTHWEST CORNER OF SAID RECEPTION NUMBER 2013020766;
2. THENCE ALONG THE WEST LINE OF SAID RECEPTION NUMBER 2013020766, N 00° 01'15" W, A DISTANCE OF 45.00 FEET;
3. THENCE CONTINUING ALONG SAID WEST LINE, N 00°02'00" E, A DISTANCE OF 79.90 FEET, TO THE NORTHWEST CORNER OF SAID RECEPTION NUMBER 2013020766;
4. THENCE ALONG THE NORTH LINE OF SAID RECEPTION NUMBER 2013020766, N 89°54'30" E, A DISTANCE OF 146.27 FEET;
5. THENCE S 22°56'11" W, A DISTANCE OF 27.08 FEET;
6. THENCE S 12°16'19" W, A DISTANCE OF 102.30 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE PARCELS SET FORTH IN RESOLUTION NO. CR15-0997, RECORDED JANUARY 13, 2016 UNDER RECEPTION NO. 2016004248.

EXHIBIT 4
(Form of Owner's Affidavit)

Commitment No. _____ (the "**Commitment**")

Effective Date: _____, 202_

RE: _____, and as more particularly described as follows (the "**Property**"):

[LEGAL DESCRIPTION].

IH HOLDINGS SIXTEEN LLC, a Colorado limited liability company, as owner (the "**Owner**") of the Property, hereby makes the following representations to _____, as agent for _____ (the "**Company**"), to the undersigned's actual, current knowledge, without investigation or inquiry, as of the date first set forth above, with full knowledge and intent that the Company shall rely thereon, subject to any facts, circumstances or other matters known to Company as of the Effective Date.

1. Those certain persons, firms and corporations, including the general contractors, and all subcontractors hired by or under contract with the Owner who have furnished services, labor or materials, according to plans and specifications or otherwise, used in connection with the construction of improvements on the Property, contracted for by Owner, have been or will be paid in full.
2. No written legal claims have been made to the Owner which remain outstanding, nor is any suit now pending against the Owner, on behalf of any contractor, subcontractor, laborer or material man under contract with the Owner, and no chattel mortgage, conditional bills of sale, security agreements or financing statements have been made by the Owner and still burden the Property except as may be set forth in the real property records of the City and County of Denver, other public records, or as otherwise disclosed to the Company.
3. Except as shown in the Commitment, or as may be disclosed by the public records, there are no liens or encumbrances of any kind caused by Owner, recorded or unrecorded, affecting the Property.
4. As of the date of closing there are no existing leases or tenancies affecting the Property entered into by Owner and Owner has not granted any unrecorded rights of first refusal or options to purchase affecting all or any portion of the Property.

In light of the foregoing facts and representations, the Owner, in consideration of the issuance by the Company of a policy of title insurance covering the Property in the manner set out in the Commitment (the "**Title Policy**"), hereby promises, covenants, and agrees to hold harmless, protect and indemnify the Company, from and against those actual, out-of-pocket liabilities, losses, damage expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation, which the Company may incur pursuant to the Title Policy, caused by any statement herein that is false.

[Signature Page Immediately Follows]

EXHIBIT 5

SELLER IMPROVEMENTS

Fire Suppression & Notification System: Installation of fire suppression and notification system to meet City and County of Denver ("CCD") and building code. System to be inspected and operational prior to the Closing Date.

EXHIBIT 6

COMPLETED IMPROVEMENTS

1. Kitchenettes: Installation or completion of kitchenettes in all rooms, except Rooms 208, 308, 408, 215, 226, 228, 315, 326, 404, 426 and 415. Each room with a kitchenette will have a mini fridge, coffee maker, microwave, and electric hotplate. For rooms with a kitchenette, Owner will install a countertop and cabinet, and provide a hotplate and electrical/circuits for the hotplate. Owner will leave the wall in place separating vanity sink and cooktop. Rooms without a kitchenette will have access to cooktops in the common areas, to be installed by Seller.
2. ADA Rooms: Owner will have five (5) ADA compliant rooms with at least one (1) ADA room with roll-in shower. ADA rooms need a 5' door clearance and 3' clearance to the bathroom. All A/C units need thermostats near door that are height accessible or have remote for ADA access in a wheelchair. All TVs will be height accessible or have remote for ADA access in a wheelchair. Cooktops will be placed in a location that is ADA accessible from a wheelchair as depicted in the proposed designs from the contractor.