PARKER AUTHORITY FOR REINVESTMENT AGENDA
September 6, 2022
Immediately following the Adjournment of the Town Council Meeting

1. **CALL TO ORDER AND ROLL CALL**

2. **APPROVAL OF MINUTES**

   - **January 18, 2022**

3. **PUBLIC COMMENTS - 3 Minute Limit (No action will be taken on these items.)**

4. **RESOLUTIONS**

   RESOLUTION NO. 2022-03
   A Resolution of the Parker Authority for Reinvestment Approving the Purchase and Sale Agreement with Confluence Companies, LLC.
   Staff: Weldy Feazell, Director

5. **ADJOURNMENT**

PARKER AUTHORITY FOR REINVESTMENT
MINUTES
JANUARY 18, 2022

Chair Jeff Toborg called the Parker Authority for Reinvestment meeting to order at 7:03 p.m. All members were present except Anne Barrington.

APPROVAL OF MINUTES

Joshua Rivero moved to approve the November 15, 2021 and the January 3, 2022 minutes.

Todd Hendreks seconded the motion.

A voice vote was taken:
Joshua Rivero – Yes
Cheryl Poage – Yes
Todd Hendreks – Yes
John Diak – Yes
Laura Hefta – Yes
Jeff Toborg – Yes

The motion was approved unanimously.

PUBLIC COMMENTS – None.

RESOLUTIONS

A. RESOLUTION NO. 2022-01
A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
Staff: Weldy Feazell, Director

On an annual basis, the Parker Authority for Reinvestment Board (PAR) is required to designate a public location for posting meeting notices. The designated posting location will be at Town Hall.

Joshua Rivero moved to approve Resolution No. 2022-01.

Laura Hefta seconded the motion.

A roll call vote was taken:
Joshua Rivero – Yes
Cheryl Poage – Yes
Todd Hendreks – Yes
John Diak – Yes
Laura Hefta – Yes
Jeff Toborg – Yes

The motion was approved unanimously.

B. RESOLUTION NO. 2022-02
A Resolution Approving the Exclusive Negotiation Agreement Between the Parker Authority for Reinvestment and Confluence Companies, LLC.
Staff: Weldy Feazell - Director

This resolution approves an Exclusive Negotiation Agreement (ENA) between the Parker Authority for Reinvestment (PAR) and Confluence Companies LLC., for the five publicly-owned parcels on Mainstreet also known as the My Mainstreet parcels.

On January 3, 2022, the PAR Board and Town Council directed staff to prepare an ENA with Confluence Companies LLC, for the five vacant parcels:

- The Schoolhouse Property – Town owned
- 19801 E Mainstreet – PAR owned
- PACE Lot 2 – Town owned
- East Main – Town owned
- Pine Curve – Town owned

The purpose of the ENA is to allow PAR, the Town, and Confluence companies to work cooperatively for 90 days on a master planning process for the potential future development of these sites. Additionally, the ENA will provide access and exclusivity of these sites to Confluence for the duration of the agreement. This exclusivity period will allow Confluence to conduct due diligence and determine the feasibility for all development while developing concept plans. At the end of the ENA period, Confluence will deliver conceptual plans for any or all of the sites mentioned above.

Joshua Rivero moved to approve Resolution No. 2022-02.

Todd Hendreks seconded the motion.

A roll call vote was taken:
Joshua Rivero – Yes
Cheryl Poage – Yes
Todd Hendreks – Yes
John Diak – Yes
Laura Hefta – Yes
Jeff Toborg – Yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 7:31 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:
Joshua Rivero – Yes
Cheryl Poage – Yes
Todd Hendreks – Yes
John Diak – Yes
Laura Hefta – Yes
Jeff Toborg – Yes

The motion was approved unanimously.

______________________________ ______________________________

Chris Vanderpool, Clerk Jeff Toborg, Chair

Request for Authority Board Action

Date: September 6, 2022

Submitted By: Weldy Feazell, PAR Director

Reviewed By: Michelle Kivela, Executive Director

Title: **RESOLUTION NO. 2022-03**
A Resolution of the Parker Authority for Reinvestment Approving the Purchase and Sale Agreement with Confluence Companies, LLC.
Staff: Weldy Feazell, Director

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Parker Authority for Reinvestment ("PAR") to consider the sale of Lot 1A-1, Parker Central Area, Filing No. 1, Amendment 2 (the "PAR Parcel"), to Confluence Companies, LLC ("Buyer"), for the phased development of the My Mainstreet project, which includes the PAR Parcel and 5 other parcels owned by the Town (collectively the "My Mainstreet Parcels").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The PAR Parcel, which is the subject of the attached purchase and sale agreement with the Buyer (the "PAR Agreement"), is one of 6-parcels to be sold to the Buyer for the phased development of the My Mainstreet project. The My Mainstreet Parcels that are owned by the Town are subject to a separate purchase and sale agreement with the Buyer (the "Town Agreement"), which includes the Pine Curve parcel, the Schoolhouse Gym parcel, the EastMain parcel, the PACE Lot 2A parcel, and the PACE Lot 2B parcel (the "Town Parcels"). The Town Agreement will be considered by the Town Council on second reading during tonight's Town Council meeting.

The PAR Agreement contains the following substantive terms:

The purchase price for the PAR Parcel is $1,390,000.

The PAR Agreement does not go into effect until: (1) the Buyer signs the PAR Agreement; (2) PAR approves the PAR Agreement; (3) the Buyer signs the Town Agreement; and (4) the Town Council approves the Town Agreement by ordinance on second reading;
Within five (5) business days after the effective date of the Agreement (September 25, 2022), the Buyer will pay PAR the Termination Rights Payment described in the Agreement and the PAR will deliver to Buyer the documents described in Exhibit A to the Agreement.

Within fourteen (14) days after the effective date, the Buyer will deliver a development agreement to PAR for the phased development of the Town Parcels and the PAR Parcel as part of the My Mainstreet project (the

"Development Agreement"). The Development Agreement will generally address: (1) the specific project to be developed on each Parcel, including the parking garage to be constructed east of the PACE Center; (2) the performance deadlines for obtaining governmental approvals for each Parcel; (3) the performance deadlines for commencing construction for each Parcel; (4) the Public Benefits Credit for the Parcels and the corresponding reduction in the purchase price; and (5) the public investment tools that will be used to close the financial gap in order to complete the My Mainstreet project on the PAR Parcel and the Town Parcels.

Within thirty (30) days after the effective date, the Buyer will deliver to PAR any title objections concerning the PAR Parcel.

Within sixty (60) days after the effective date, the Buyer may make objections concerning the condition of the PAR Parcel, which PAR may or may not be able to address.

On or before November 7, 2022, the Buyer and PAR must agree to the form of the Development Agreement to be submitted for consideration by the PAR Board, which deadline may be extended by the Executive Director for an additional ninety (90) days. If the Buyer and PAR are not able to agree on the form of the Development Agreement or PAR and the Buyer do not approve the Development Agreement, then, in that event, the PAR Agreement and the Town Agreement will terminate. Similarly, if the Buyer and the Town are not able to agree on the form of the Development Agreement or Town and the Buyer do not approve the Development Agreement, then, in that event, the PAR Agreement and the Town Agreement will terminate.

If the Development Agreement is approved by PAR, the Town and the Buyer, and the other conditions to close are satisfied, the closing is scheduled to occur on December 14, 2022, which date may be extended by the Executive Director, as described above. The PAR Agreement also provides for an Outside Closing Date of November 1, 2023, to address any potential litigation, legal proceeding, or citizen initiative. During the closing, PAR will convey its ownership interest in the PAR Parcel to the Buyer by a bargain and sale deed.

During the closing, PAR will convey its ownership interest in the PAR Parcel to the Buyer by a bargain and sale deed. In the event that all the conditions to close are satisfied (including the approval of the Development Agreement by the Town and PAR, and the absence of any potential litigation, legal proceeding, or citizen initiative) and PAR decides not to close, the Buyer will have the right to liquidated damages. The Buyer will be able to seek reimbursement of its actual out-of-pocket costs as liquidated damages up to a maximum amount of $60,000 from PAR, provided that the liquidated damages under the Town Agreement and the PAR Agreement shall not exceed the lesser of the Buyer's total actual out of pocket costs for both the Town Agreement and the PAR Agreement or $150,000.00.

Following the closing of the PAR Agreement and the transfer of ownership on the PAR Parcel, the Buyer will remain subject to the post-closing covenants contained in the PAR Agreement. These covenants will require the Buyer to obtain certain governmental approvals and commence construction by performance deadlines contained in the Development Agreement for the PAR Parcel. If these covenants are violated by the Buyer, PAR will have the right to repurchase the PAR Parcel.

FINANCIAL IMPACT

The financial impact to the purchase price is described in the Background/Discussion above.

ATTACHMENTS

1. PAR RESOLUTION NO. 2022-03

RECOMMENDED MOTION

I move to approve Resolution No. 2022-03.

PAR RESOLUTION NO. 2022-03

TITLE: A RESOLUTION OF THE PARKER AUTHORITY FOR REINVESTMENT APPROVING THE PURCHASE AND SALE AGREEMENT WITH CONFLUENCE COMPANIES, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE PARKER AUTHORITY FOR REINVESTMENT ADVISORY COMMITTEE, AS FOLLOWS:

Section 1. The Purchase and Sale Agreement between the Parker Authority for Reinvestment ("PAR") and Confluence Companies LLC, attached hereto as Exhibit 1 (the "Agreement"), is hereby approved effective as of the date set forth in the Agreement, and the Chairman of PAR is hereby authorized to execute the Agreement on behalf of PAR.

RESOLVED AND PASSED this _____ day of ________________________, 2022.

____
Jeff Toborg, Chair

ATTEST:

By:________________________________
Chris Vanderpool, Clerk

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

Between

Parker Authority for Reinvestment
as Seller,

and

Confluence Companies, LLC
as Buyer

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into by and between the Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("**Seller**" and "**PAR**"), and Confluence Companies, LLC, a Colorado limited liability company ("**Buyer**") and shall become effective as of the Effective Date provided in Section 1 below.

RECITALS

This Agreement is made with respect to the following facts:

A. Seller is the fee owner of the following land:

Lot 1A-1, Parker Central Area Filing No. 1, Amendment No. 2,
County of Douglas, State of Colorado (the "**Property**"),

commonly known as 19801 E. Mainstreet, Parker, Colorado 80138.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, on the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Board of PAR for approval at the next regularly scheduled PAR Board meeting at which there is a quorum. If the PAR Board approves this Agreement, it shall become effective only upon, and simultaneously with, the effective date of that certain Purchase and Sale Agreement Between Town of Parker and Confluence Companies, LLC for properties located in the Town of Parker which was signed by Confluence Companies, LLC on August ___, 2022 to be submitted for Town Council consideration as provided therein (the "**Town PSA**"). If the Town PSA is approved by Town Council, the "**Effective Date**" of this Agreement shall be the same as the effective date of the Town PSA. Seller will provide Buyer with a copy of the Affidavit of Publication for the ordinance approving the Town PSA, and Seller and Buyer promptly will confirm the Effective Date of this Agreement in writing. If the Effective Date of this Agreement has not occurred on or before October 10, 2022, then this Agreement shall be deemed null and void and of no further force and effect. Notwithstanding the foregoing, the Parties may mutually agree to extend the October 10, 2022 termination date one or more times, for up to a cumulative total of an additional ninety (90) days. The Executive Director of Seller is authorized to extend the October 10, 2022 termination date on behalf of Seller.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances now owned or hereafter acquired by Seller with respect to the Property, including all minerals and mineral rights, but excepting all water rights and water interests of every nature, and subject to the Permitted Exceptions as provided herein. If Seller is entitled to any credits from a dedication of the water and water rights associated with the Property to Parker Water and Sanitation District ("**PWSD**"), such credits shall remain with Seller and shall not be included in the definition of Property and shall not be transferred to Buyer at Closing.

3. Purchase Price. The "**Purchase Price**" for the Property to be paid by Buyer to Seller shall be One Million Three Hundred Ninety Thousand Dollars ($1,390,000.00). The Purchase Price shall be payable as follows:

3.1 Deposit. Within two (2) business days after the approval of the Development Agreement, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Ph. 303-692-6784; emails sboyka@fnf.com and cnay@fnf.com) ("**Title Company**"), an earnest money deposit in the amount of Twenty Thousand Dollars ($20,000.00) (the "**Deposit**"). If Buyer fails to fund the Deposit within the permitted time frame above, then Seller may terminate this Agreement by delivering notice of termination to Buyer, without any requirement for Seller to provide a notice of default or right of cure under Section 14.2.

3.2 Termination Rights Payment. As independent and additional consideration for the discretionary termination rights granted to Buyer hereunder, within five (5) business days after the Effective Date of this Agreement, Buyer shall pay to Seller directly the sum of One Hundred Dollars ($100.00) ("**Termination Rights Payment**"), which amount shall be credited to payment of the Purchase Price in the event of Closing, but which shall otherwise be nonrefundable to Buyer.

3.3 Cash at Closing. At the consummation of the closing contemplated by this Agreement (the "**Closing**"), the Purchase Price, less credits for the Deposit, the Termination Rights Payment, and any Public Benefits Credit (as defined in Section 6.3 hereof) and subject to the adjustments and prorations provided for herein, will be paid by Buyer to Seller in immediately available funds, by the timely wiring of funds to the Title Company for disbursement to Seller on the Closing Date (as defined in Section 10.1 hereof). If, after applying the Deposit, the Termination Rights Payment, and the Public Benefits Credit, there is a credit balance in favor of Buyer, then the amount of that credit balance shall be paid to Buyer.

4. Buyer's Investigations.

4.1 Seller Deliverables. Seller will deliver or cause to be delivered to Buyer the following:

4.1.1 Title Insurance Commitment. Prior to the Effective Date, Seller instructed the Title Company to prepare and deliver to Buyer an ALTA Commitment for Title Insurance (07-01-2021) for the Property (the

"**Commitment**"), together with legible copies of all recorded encumbrances and exceptions to title listed in the Commitment, which may be delivered in electronic format or by electronic link.

4.1.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitment deemed unacceptable to Buyer in Buyer's sole discretion ("**Title Objections**"), and (ii) any new or additional matters set forth in any updated Commitment that are unacceptable to Buyer in Buyer's sole discretion ("**Updated Title Objections**"), provided that Buyer delivers written notice of any Title Objections on or before the date that is thirty (30) days after the Effective Date, and, if applicable, Buyer delivers written notice of any Updated Title Objections on or before the date that is ten (10) business days after delivery to Buyer of any updated Commitment containing new exception matters; otherwise any such objections shall be deemed to be waived. If Buyer delivers in a timely manner written notice of any Title Objections and/or Updated Title Objections (collectively, "**Objections**"), then Seller shall within ten (10) business days following receipt of any Objections from Buyer notify Buyer in writing ("**Seller's Response**") whether Seller elects to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not to cure any such Objections. In the event Seller fails to deliver Seller's Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer's Objections. If Seller's Response states that Seller elects not to cure any of Buyer's Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then unless Buyer and Seller agree in writing upon an alternative resolution prior to the expiration of the Inspection Period (as defined below) with respect to Title Objections or one business day prior to Closing with respect to Updated Title Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive such Objections (other than those identified as being subject to review of the Survey and Survey Objection, as provided below), in which case such Objections shall be deemed to be Permitted Exceptions. If Buyer fails to deliver written notice of such election prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior Closing with respect to Updated Title Objections, then Buyer shall be deemed to have elected to waive the Objections pursuant to clause (y) above.

4.1.3 Survey and Survey Defects. During the Inspection Period, Buyer, at Buyer's sole cost and expense, may obtain an ALTA/NSPS Land Title Survey for the Property (the "**Survey**"). If Buyer obtains a Survey, then in addition to Buyer it shall be certified and provided to Seller and the Title Company. During the Inspection Period, but not thereafter, Buyer shall have the right to object to any matters set forth in the Survey deemed unacceptable to Buyer in Buyer's sole discretion ("**Survey Objections**"), which may not include matters that otherwise could have been Title Objections but were not identified as Title Objections by Buyer. Survey Objections shall be administered in the same manner as provided above for Title Objections, with the deadline for delivering Survey Objections measured from the date Buyer obtains the Survey.

4.2 Permitted Exceptions. The (1) exceptions to title contained in the Commitment and, if applicable the Survey, as of the expiration of the Inspection Period (including any endorsements or supplements to the Commitment issued prior to such expiration), and including any items to which Buyer objected but which Seller did not commit to address, (2) any matter that would be reflected upon an accurate survey of the Property, (3) new exceptions to title contained in any updated Commitment as of ten (10) business days after delivery of the updated Commitment to Seller (including any endorsements or supplements to the updated Commitment issued prior to such date), and including any items to which Buyer objected but which Seller did not commit to address, to the extent waived or deemed waived by Buyer pursuant to Section 4.1.2, (3) the Development Agreement (as defined in Section 6.2 below), (4) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, (5) monetary liens, encumbrances, or mechanics' liens or claims therefore, resulting from the actions of Buyer or Buyer's agents or contractors, and (6) the Post-Closing Covenant and Repurchase Option described in Section 5.3 below, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) the standard printed exceptions (provided that Buyer shall furnish to the Title Company a Survey sufficient to obtain deletion of the standard printed survey exception and shall provide a Buyer's affidavit as required by the Title Company with respect to lien claims resulting from the activities of Buyer for removal of the standard printed mechanics lien exception, or such standard printed exceptions shall remain Permitted Exceptions); (ii) monetary liens or encumbrances not resulting from the actions of Buyer, (iii) mechanics' liens or claims therefore created by or arising from any work performed by, through or under Seller, and (iv) any other liens or encumbrances first appearing of record following the expiration of the Inspection Period as a result of any act or omission of Seller or any person claiming by, through or under Seller, unless objection thereto has been waived or deemed waived hereunder.

4.3 Seller Deliverables. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control that are described in Exhibit A attached hereto. Except as otherwise stated herein, Seller makes no representations or warranties as to the completeness or accuracy of such documents, other than representations that (a) Seller has delivered to Buyer all of such documents in its possession or control concerning the Property which are required in accordance with this Section 4.3, and (b) Seller has no actual knowledge that any of such documents are false or misleading in any material respect. Seller agrees to furnish immediately to Buyer any documents described in Exhibit A that come into Seller's possession or are completed by Seller after the initial production date specified above, and to continue to provide the same during the pendency of this Agreement.

4.4 Inspection Period. Buyer, at Buyer's expense, may review the Commitment, if applicable the Survey, and the documents described in Exhibit A, and cause such other tests, studies, and investigations to be made as Buyer, in its sole discretion, determines are reasonable or necessary in order to evaluate the suitability of the Property for Buyer's intended uses. Buyer shall have a period commencing on the Effective Date and expiring at 5:00 p.m. Mountain Time on the date that is the sixtieth (60th) day thereafter (the "**Inspection Period**"), in which to determine, in Buyer's sole discretion, whether the Property is acceptable to Buyer. At any time prior to expiration of the Inspection Period, Buyer may deliver notice to Seller terminating this Agreement (the "**Inspection Termination Notice**"). If Buyer delivers the Inspection Termination Notice to Seller on or before the expiration of the Inspection Period, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and both parties will be relieved of any further obligations hereunder except for those obligations that expressly survive any termination hereof. If Buyer does not deliver the Inspection Termination Notice to Seller before the expiration of the Inspection Period, then Buyer's right of termination under this Section 4.4 shall be deemed waived, this Agreement will remain in full force and effect in accordance with its terms, and the Deposit shall thereafter be nonrefundable to Buyer for any reason other than as expressly stated herein.

4.5 Buyer's Right of Entry. Buyer's right of inspection shall include, without limitation, the right to enter the Property from and after the Effective Date during normal business hours for any purpose and the right to have made, at Buyer's expense, any and all studies or inspections of the Property as Buyer may deem necessary or appropriate. Seller agrees, subject to the requirements of this Section 4.5 and Section 4.6 below, to allow Buyer reasonable access and license to enter onto the Property; however, Buyer shall not perform any intrusive testing (other than standard geotechnical studies) without the prior written consent of Seller, which shall not be unreasonably withheld, or conditioned. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Buyer understands and agrees that any inspections of the Property shall be conducted upon at least 24 hours' prior telephonic or email notice to Seller (via Weldy Feazell, Development Manager, ph. 303-805-3168, email wfeazell@parkeronline.org). Seller agrees to cooperate reasonably with any such investigations, inspections, or studies made by or at Buyer's direction, so long as such cooperation is at no expense to Seller.

4.6 Insurance/Indemnity. Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of $2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or any of its agents, employees, or contractors in connection with such inspections and tests. Buyer agrees to keep the Property free from all liens (resulting from Buyer's investigations pursuant to this Article 4 or any other activities of Buyer pertaining to the Property) and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, employees, consultants or contractors in exercising its rights under Section 4.5; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for (i) discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property, or (ii) any such claims, actions, losses, liabilities, damages, costs, and expenses arising as a result of the negligence or willful misconduct of Seller. This indemnity shall survive the Closing or any termination of this Agreement.

5. Title.

5.1 Conveyance. Seller shall convey the Property to Buyer at Closing by a bargain and sale deed substantially in the form attached hereto as Exhibit B (the "**Deed**"), subject only to those Permitted Exceptions listed in Exhibit B-1 hereto that are applicable to the Property and to the Post-Closing Covenant described in Section 5.3.

5.2 Issuance of Title Policy. At Closing, Title Company will issue, or unconditionally commit to issue, to Buyer an ALTA Owner's (2021) extended coverage policy of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). Seller shall pay the premium for the Title Policy, with the standard printed exceptions deleted (subject to the provisions of this section regarding the standard survey exception and mechanics lien exception). Seller shall be responsible for recording the Deed and the Development Agreement upon Closing. Buyer will be responsible for providing the Survey to the Title Company to obtain the deletion of the standard survey exception in the Title Policy and shall provide a Buyer's affidavit as required, if at all, by the Title Company with respect to lien claims resulting from the activities of Buyer for removal of the standard printed mechanics lien exception, and if Buyer does not deliver the Survey and lien affidavit (if required) to the Title Company, then the respective standard survey exception or lien exception shall not be deleted. Buyer shall be responsible for obtaining and paying for any endorsements to the Title Policy other than for deletion of the standard printed exceptions or any endorsement that Seller has agreed to provide to cure an Objection, and any endorsements thereto, and for satisfying any requirements the Title Company may impose specifically with respect to Buyer, such as, for example, requirements with respect to Buyer's organizational status or authority to complete the transaction.

5.3 Post-Closing Covenant and Repurchase Option. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a post-closing covenant, including a repurchase right in favor of Seller, on the terms and conditions set forth in the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by this reference.

6. Entitlements. Buyer and Seller shall pursue the following as provided:

6.1 Intentionally Deleted.

6.2 Development Agreement. Within fourteen (14) days of the Effective Date, Buyer shall deliver to Seller and the Town the terms of a development agreement for the

Property, and for the "**Parcels**" as defined and included in the Town PSA, (the "**Development Agreement**"). Buyer, Seller and the Town shall negotiate the terms of a Development Agreement for the Property that addresses and encompasses such matters as Seller and the Town shall require and to which Buyer may agree. Seller's review, comments and negotiation of the Development Agreement shall neither constitute nor be considered as any form of Town Council approval of a Development Agreement. Any Development Agreement shall remain subject to final, formal approval by Town Council. If the parties and the Town are unable to agree upon a form of Development Agreement submittal for consideration by Town Council on or before November 7, 2022, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.3 Public Benefits Credit. The Development Agreement shall set out the public benefits that will be provided by the development of the Property. For the benefits provided by development of the Property, Buyer shall be entitled to a credit against the Purchase Price of the Property (the "**Public Benefits Credit**") in the amount agreed and allocated in the Development Agreement.

6.4 Denial of Application by Town Council. If the Town Council does not approve the Development Agreement on or before November 7, 2022, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement (the "**November Termination Date**"). For purposes of this Section, a continuance or approval by Town Council subject to conditions or revisions that are unacceptable to Buyer shall constitute a denial of the Development Agreement. Buyer's determination whether any such conditions or revisions are acceptable must be delivered to Seller not later than the second (2nd) business day after the Town Council's action on the Development Agreement. Notwithstanding the foregoing, the Parties may mutually agree prior to the November Termination Date, to extend the November Termination Date one or more times for up to a cumulative total of an additional ninety (90) days. The Executive Director of Seller is authorized to extend the November Termination Date on behalf of Seller.

6.5 Effect of Development Agreement. The Development Agreement shall not displace, limit, or supersede any ordinances, regulations or procedures required by the Town for the purchase and site planning of the Property, and, in the event of any conflict between the provisions of the Development Agreement and the ordinances, regulations or procedures of the Town specifically related to the purchase and site planning of the Property, the ordinances, regulations and procedures of the Town shall control. The Development Agreement shall be contractual and shall also constitute a private imposition and grant to Seller and the Town by Buyer of covenants, conditions, restrictions, and equitable servitudes governing the development and use of the Property that shall run with the land and shall be binding upon Buyer and all grantees, successors and assigns of Buyer who take title to any portion of the Property. The Deed shall state that it is subject to the Development Agreement and the Post-Closing Covenant and Repurchase Option, and the Development Agreement shall be recorded upon Closing, immediately after the Deed.

7. Property Condition. The Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "**Environmental Laws**"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer acknowledges that Seller may have conveyed to PWSD, or may convey to PWSD prior to Closing, all water rights with respect to the Property, including without limitation all not nontributary ground water rights, and Seller shall retain all credits or other compensation received from the PWSD as a result of such conveyances. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth expressly in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

8. Covenants.

8.1 <u>Seller's Covenants</u>. During the term of this Agreement, except as contemplated herein, Seller covenants and agrees that:

8.1.1 Seller shall, subject to the terms and provisions of this Agreement, continuously operate and maintain the Property in the same manner as currently being operated and maintained, and deliver the Property at Closing in the same condition as exists as of the Effective Date, subject to ordinary wear and tear and Buyer inspection activities;

8.1.2 Seller shall continuously maintain in full force and effect such insurance coverage on the Property as currently being maintained, if any;

8.1.3 Seller shall not encumber, grant easement or other rights of use over, lease, rezone, plat, or change the use or designation of, the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion; and

8.1.4 Seller shall not offer the Property for sale to a third-party, accept an offer from a third-party, or enter into any contracts with third parties for the sale of the Property during the effectiveness of this Agreement.

9. Closing Conditions.

9.1 Conditions to Seller's Obligation to Close. Seller's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following conditions (each a "**Condition**", any of which may be waived in writing by Seller:

9.1.1 Buyer shall have performed all material obligations to be performed by Buyer under this Agreement;

9.1.2 Buyer's representations and warranties contained in Section 13.2 shall be true and correct as of the Closing;

9.1.3 Buyer. Seller and the Town shall have agreed to the Development Agreement and shall have obtained the approval of the Development Agreement by the PAR Board and Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer, Seller and the Town prior to the Outside Closing Date, and provided that, at Seller's option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension (the Executive Director of Seller is authorized to extend the Outside Closing Date on behalf of Seller);

9.1.4 There shall not be pending as of the Closing Date any resident-initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement or the sale of the Parcels included in the Town PSA (provided the Closing Date will be deemed extended until the date that is five (5) business days after the successful resolution of any such proceeding), but in no event beyond the Outside Closing Date.

9.1.5 If Conditions 9.1.1 or 9.1.2 to Seller's obligation to Close are not fulfilled as of the Closing Date, then the provisions of Section 14.2 hereof shall apply. If Conditions 9.1.3 or 9.1.4 to Seller's obligation to Close are not fulfilled as of the Outside Closing Date, then Seller may terminate this Agreement by written notice to Buyer, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

9.2 Conditions to Buyer's Obligation to Close. Buyer's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following Conditions (any of which may be waived in writing by Buyer):

9.2.1 Seller shall have performed all material obligations to be performed by Seller under this Agreement;

9.2.2 Seller's representations and warranties contained in Section 13.1 shall be true and correct as of the Closing;

9.2.3 The Title Company shall be unconditionally and irrevocably committed to issue to Buyer the Title Policy in an amount equal to the Purchase Price, insuring Buyer's fee simple title to the Real Property subject only to the Permitted Exceptions;

9.2.4 Buyer, Seller and the Town shall have agreed to the Development Agreement and shall have obtained the approval of the Development Agreement by the PAR Board and Town Council, contingent upon Closing, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer, Seller and the Town prior to the Outside Closing Date, and provided that, at Buyer's or Seller's option exercisable by written notice thereof to the other party, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension (the Executive Director of Seller is authorized to extend the Outside Closing Date on behalf of Seller);

9.2.5 There shall not be pending as of the Closing Date any resident-initiated petition, litigation or other legal proceeding seeking to prevent the sale of the Property under this Agreement or the sale of the Parcels included in the Town PSA (provided the Closing Date will be deemed extended until the date that is five (5) business days after the successful resolution of any such proceeding), but in no event beyond the Outside Closing Date.

9.2.6 If Conditions 9.2.1 or 9.2.2 to Buyer's obligation to Close are not fulfilled as of the Closing Date, then the provisions of Section 14.1 hereof shall apply. If Conditions 9.2.3 through 9.2.5 to Buyer's obligation to Close are not fulfilled as of the Closing Date, then Buyer may terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

10. **Closing**. Buyer and Seller agree that the Closing will be consummated as follows:

10.1 Closing Date. The Closing shall occur on the earlier of (i) the day that is sixty (60) days after Buyer and Seller have obtained Town Council approval of the Development Agreement and December 14, 2022 (the "**Closing Date**"), provided that in no event shall the Closing Date be later than November 1, 2023 (the "**Outside Closing Date**"). Closing will take place at or through the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing. If Closing does not occur by the Outside Closing Date as a result of any default of Buyer or Seller, the provisions of Article 14 hereof shall apply. If Closing does not occur by the Outside Closing Date as a result of any reason other than a default by Buyer or Seller, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement. Notwithstanding the foregoing, the Parties may mutually agree, prior to the Outside Closing Date, to extend the Outside Closing Date one or more times for up to a cumulative total on an additional ninety (90) days. Any such mutually-agreed extensions of the Outside Closing Date will be in addition to the extensions provided under Article 9 above. The Executive Director of Seller is authorized to extend the Outside Closing Date on behalf of Seller.

10.2 Closing Documents. Other than those documents described in Sections 10.2.8 through 10.2.11 below, all documents required to be signed and delivered by a party for Closing must be delivered as wet signature originals and not as electronic documents or either physical or electronic copies of signed documents. Seller and Buyer will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

10.2.1 Bargain and Sale Deed. The Deed executed and acknowledged by Seller.

10.2.2 Development Agreement. The Development Agreement executed and acknowledged by the Town, Seller and Buyer.

10.2.3 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

10.2.4 Nonforeign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

10.2.5 Conveyance Information. A Colorado Form DR 1083, in form required by law and signed by Seller, concerning information with respect to a conveyance of a Colorado real property interest.

10.2.6 Transfer Declaration. A real property transfer declaration, in form required by law and signed by Buyer, concerning the transaction contemplated by this Agreement.

10.2.7 Seller's Affidavit. An affidavit of Seller as may be reasonably required by the Title Company to remove the so-called standard pre-printed exceptions from the Title Policy.

10.2.8 Settlement Statements. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement.

10.2.9 Title Documents. Such other documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated by this Agreement.

10.2.10 Funds. All monies, by wire transfer of funds, required to be paid by either party thereunder.

10.3 Further Documents. Seller and Buyer will execute and deliver such other documents and will take such other action at Closing as reasonably may be necessary or appropriate to carry out their respective obligations under this Agreement.

10.4 Affiliated Transaction Contingency. Seller and Buyer acknowledge that the Town of Parker and Buyer, or an affiliate of Buyer (the "the **Town PSA Buyer**"), have simultaneously entered into the Town PSA for the transfer of the Parcels included in the Town PSA. Buyer and Seller agree that Closing under the Town PSA is expressly contingent and conditioned on Closing under this Agreement and Seller's and Buyer's obligations to Close under this Agreement are expressly contingent and conditioned on a simultaneous closing under the Town PSA. Any termination (whether as a result of default or otherwise) by the Town or Buyer under the Town PSA shall effectuate a termination under this Agreement. Default by Buyer under the Town PSA shall be deemed a Buyer default under this Agreement. Default by Buyer under this Agreement shall be deemed a Buyer default under the Town PSA. Termination by PAR under this Agreement shall effectuate a Town termination under the Town PSA. It is expressly intended that Closing under this Agreement and closing under the Town PSA shall occur simultaneously or not at all.

11. Adjustments and Prorations. Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. There will be no prorations of water, sewer, or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deed. As set forth in Section 5.2, Seller shall pay for the extended coverage Title Policy, and Buyer shall pay all costs associated with the Survey required for deletion of the standard printed survey exception and for any additional Title Policy endorsements and any loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to provide in order to cure a Title Objection or Survey Objection. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. Escrow; Commissions.

12.1 Instructions. Within three (3) business days after the Effective Date, Buyer and Seller each shall deliver one copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with Title Company. Delivery may be made by emailing a signed copy in pdf format. This Agreement, together with such further instructions, if any, as the parties shall provide to Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Title Company hereunder are not acceptable to Title Company, or if Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions, and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless expressly agreed to by Seller and Buyer.

12.2 Escrow. By its execution of this Agreement, Title Company agrees to receive, invest, and apply the Deposit in accordance with the terms and provisions of this Agreement and any additional instructions executed by the parties and the Title Company. In the event of any dispute between Buyer and Seller as to the proper application of the Deposit, Title Company may commence an action in the District Court in and for the County of Douglas, pay the Deposit to such Court, and interplead Buyer and Seller to such action, whereupon Title Company will be dismissed from such action and relieved of any further obligations with respect to the Deposit. Buyer and Seller hereby agree to submit to the jurisdiction and venue of such court for the purpose of any such action.

12.3 Close of Escrow. Provided that Title Company shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Buyer and Seller have deposited into escrow the items and funds required by this Agreement and Title Company unequivocally agrees in writing that Title Company can and will issue the Title Policy, Title Company shall:

(a) Record in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the "**Records**") the following documents in the following order:

1. The Deed for the Parcels under the Town PSA, which will include the Post-Closing Covenant for those Parcels;

2. The Deed under this Agreement, which will include the Post-Closing Covenant for the Property with the recording information for the Deed and Post-Closing Covenant from the Town PSA Parcels filled in on the Post-Closing Covenant for the Property;

3. The Development Agreement.

(b) Deliver to Buyer: (i) the Deed, by causing it to be recorded in the Records and then delivered to Buyer after recording, with a copy to Seller; (ii) the Certificate of Non-Foreign Status; (iv) the Seller's Certificate; (v) Buyer's Settlement Statement; and (vi) all other documents deliverable to Buyer as a result of Closing.

(c) Deliver to Seller: (i) the Purchase Price, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller's Settlement Statement; (iii) the Development Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer, and (iv) all other documents deliverable to Seller as a result of Closing.

(d) Deliver to Buyer: any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer for Closing.

(e) Deliver the Title Policy issued by Title Company to Buyer promptly after Closing.

12.4 Real Estate Reporting Person. Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Title Company shall file Form 1099 information return and send the statement to Seller, as required under the aforementioned statute and regulation.

12.5 Sales Commissions. Seller and Buyer represent and warrant, one to the other, that neither party has dealt with any real estate broker, salesperson, or finder in connection with this transaction.

13. Representations and Warranties.

13.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as follows, effective as of the Effective Date and the Closing Date:

13.1.1 Authority. Seller is a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and in good standing under the laws of the State of Colorado. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby, subject to all laws, ordinances and regulations governing municipal action. All requisite action has been taken by Seller in connection with the entering into of this Agreement. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

13.1.2 No Lease or License. The Property is not subject to any oral or written option agreement, right of first refusal, or purchase agreement, or any lease or license permitting use or occupancy thereof which will survive the Closing, with respect to the Property or any portion thereof.

13.1.3 OFAC.

(a) Seller is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**") and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). For purposes of this Section, the term "**Embargoed Person**" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Seller is through a U.S. Publicly Traded Entity. As used in this Section, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

13.1.4 Environmental. During Seller's ownership of the Property, Seller has not caused any portion of the Property to be excavated, caused any construction debris or other debris to be buried upon any portion of the Property, or caused the Property to be used as a landfill or as a dump to receive garbage, refuse, waste or fill material containing any hazardous matters, hazardous wastes, hazardous substances, or hazardous materials, as defined by or regulated by any Environmental Laws.

13.1.5 Proceedings. There are no actions, litigation, or proceedings by any individual or governmental agency, or proceedings in eminent domain, pending, or to the best of Seller's knowledge, threatened against the Property.

13.2 Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows, effective as of the Effective Date and the Closing Date:

13.2.1 Authority. Buyer is a limited liability company duly organized and existing and in good standing under the laws of the State of Colorado. Buyer has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

13.2.2 Consents, Binding Obligations, Violations. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby (excluding any government or related development approvals relating to the Buyer's intended development of the Property) have been, or will by closing be, obtained. This Agreement and all documents required hereby to be executed by Buyer are and will be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

13.2.3 Opportunity to Investigate.

(a) Buyer acknowledges and agrees that, prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property that Buyer deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, review of all surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental entities, agencies and/or districts, the condition of title, soils and geological reports, and governmental agreements and approvals. Any fees associated with such restrictions, conditions, or agreements, including but not limited to impact fees related to the Project, shall be the responsibility of Buyer.

(b) Except as otherwise expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof.

(c) Buyer further represents and warrants that, in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE**

PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

13.2.4 OFAC.

(a) Buyer and each person or entity owning an interest in Buyer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**") and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). For purposes of this Section, the term "**Embargoed Person**" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly Traded Entity. As used in this Section, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

14. Remedies.

14.1 Buyer's Remedies. If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer's default hereunder, and Seller's failure to perform is not cured within ten (10) business days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement, upon which termination Buyer shall receive a return of the Deposit as liquidated damages and not as a penalty, Seller and buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain. Any and all other remedies otherwise available to Buyer under applicable law or in equity are hereby expressly waived.

14.2 Seller's Remedies. If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, and Buyer's failure to perform is not cured within ten (10) business days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right, which shall be Seller's exclusive remedy, to terminate this Agreement and receive the Deposit as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Buyer would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Seller under applicable law or in equity are expressly waived. The foregoing limitations shall not apply with respect to Buyer's indemnity obligations under this Agreement that survive termination, as to which Seller shall have all remedies available at law or in equity.

15. General Provisions. The parties further agree as follows:

15.1 Time and Dates. Time is of the essence of this Agreement and Seller's and Buyer's obligations hereunder. A "**business day**" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in this Agreement for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

15.2 Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein.

15.3 Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

15.4 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service. Notices other than notices of default may be given by email, with confirmation of electronic delivery. Notices may not be delivered by facsimile.

If to Seller, to:

Parker Authority for Reinvestment
Attn: Executive Director
20120 East Mainstreet

Parker, Colorado 80138
Telephone: (303) 841-0353
Email: mkivela@parkeronline.org

With a copy to:
Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 Sixteenth Street, #610
Denver, CO 80202
Email: cyh@hpwclaw.com

And a copy to:

Holland & Hart LLP
555 17th St., Suite 3200
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 295-8554
Email: trgorrell@hollandhart.com

If to Buyer, to:

Confluence Companies, LLC
430 Indiana Street, Suite 200,
Golden, Colorado 80401
Attention: Anthony De Simone

With a copy to:

Joseph Lubinski
MDH Law Group LLC
1001 Bannock Street, Suite 135
Denver, Colorado 80202

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 15.4.

15.5 Headings. The headings that appear in the Articles and Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

15.6 Counterparts. This Agreement may be executed in counterpart originals, each of which (or any combination of which) when signed by all of the parties will be deemed an original, but all of which when taken together will constitute one agreement.

Signatures on this Agreement may be evidenced only by wet signature on the originals hereof delivered to each party.

15.7 Assignment. Buyer shall have no right to assign Buyer's rights or obligations under this Agreement, in whole in any part, without first obtaining Seller's written consent, which consent may be granted or withheld in Seller's sole discretion. The foregoing notwithstanding, Buyer may assign this Agreement with all (but not part) of its rights and obligations hereunder to an entity or entities in which Buyer (or an affiliate or owner of Buyer) has a controlling managerial or ownership interest without Buyer's consent, provided as a result thereof Buyer remains responsible for the management of the construction of improvements upon the Property. For purposes of this Section, "**affiliate**" shall mean an entity that is owned, controlled by or under common control with Buyer. Upon assignment, Buyer shall not be relieved of any obligations under this Agreement. Any assignment of this Agreement shall be done pursuant to a separate assignment agreement and not by amendment of this Agreement, and, to the extent Seller's approval is required pursuant hereto, it must be completed sufficiently in advance of Closing to permit Seller to obtain any required assignment approval under applicable Town procedures.

15.8 Successors and Assigns. Subject to Section 15.7 above, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in interest hereunder.

15.9 Recordation Prohibited. This Agreement shall not be recorded by either party in the Records; and if Buyer shall record this Agreement or cause or permit same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement, and if Seller terminates this Agreement as a result of such breach, then Seller may record a notice of such termination.

15.10 Waiver of Jury Trial. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15.11 Cancellation Fees. Buyer and Seller agree to share equally any title or escrow cancellation fees charged by the Title Company.

15.12 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other. The parties agree that their relationship is that of seller and buyer only and that nothing contained in this Agreement shall be deemed to constitute either party the agent or legal representative of the other for any purpose whatsoever; nor shall this Agreement be deemed to create any form of business organization between the parties to this Agreement; nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party; nor shall either party be in any way liable for any debt of the other.

15.13 Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

15.14 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller as sophisticated parties represented by counsel, and the parties agree they shall not be construed for or against either party based upon authorship.

15.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money, to pay the Termination Rights Payment, and to deliver to Seller copies of all third-party, nonprivileged reports of the results of all tests and inspections of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

15.16 Waiver. The waiver by one party of the performance of any covenant, condition or promise under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition, or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. Unless otherwise set forth in this Agreement, the exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No waiver shall be effective unless the same is in writing and signed by the party to be charged with it.

15.17 Rule Against Perpetuities. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or any analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated president and vice-president of the United States and senators of the State of Colorado, their now living descendants, if any, and the longest living survivor of them, plus twenty-one (21) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND
Between Parker Authority for Reinvestment ("**Seller**") and
Confluence Companies, LLC ("**Buyer**").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

BUYER:

CONFLUENCE COMPANIES, LLC,
a Colorado limited liability company

By: ______________________________

Name: Anthony De Simone

Title: Manager

Date: 8/23/22

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title Group

By: ____

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

EXHIBIT A

SELLER DELIVERABLES

(a) A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment.

(b) All soil reports, environmental reports, geotechnical studies, and engineering reports in Seller's possession.

(c) Copy of the tax parcel map for the Property.

(d) All engineering reports in Seller's possession.

(e) Buyer acknowledges that Seller has previously provided to Buyer a marketing analysis for the My Mainstreet project.

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

After Recording Return To:
____
____
____

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that the Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("**Grantor**"), whose address is 20120 E Mainstreet, Parker, Colorado 80138, for valuable consideration in hand paid, hereby sell(s) and convey(s) to Confluence Companies, LLC, a Colorado limited liability company ("**Grantee**"), whose address is 430 Indiana Street, Suite 200, Golden, Colorado 80401, the following real property, with all its appurtenances, in the Town of Parker, County of Douglas and State of Colorado, to wit:

Lot 1A-1, Parker Central Area Filing No. 1, Amendment No. 2, County of Douglas, State of Colorado

(the "**Property**"), subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Post-Closing Covenant attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ____ day of _________, 20__.

Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado

By: ________________________________
Name: __________________________
Title: ___________________________

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this _____ day of __________, 202__, by ____________________ as _____________________ of the Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: ________________________

(SEAL) Notary Public

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

Post-Closing Covenant

1. **Intent as to Covenant**. Grantee hereby agrees that the Property has been conveyed to Grantee on even date herewith pursuant to Bargain and Sale Deed (the "**Deed**") that incorporates this Post-Closing Covenant ("**Post-Closing Covenant**") and that such conveyance is accepted by Grantee subject to and upon the following express terms, covenants, conditions, and restrictions that impose both a burden and an equitable servitude upon the Property that run with the land and that are made for the benefit of Grantor and Grantor's successors and assigns. This Post-Closing Covenant shall be binding upon Grantee and Grantee's successors and assigns acquiring title to all or any portion of the Property.

2. **Incorporation of Post-Closing Covenant with the Town of Parker**. Grantor and Grantee acknowledge that Grantee has also entered into a Post-Closing Covenant with the Town of Parker of even date herewith, a copy of which is recorded at __________________________ in the records of the Clerk and Recorder for Douglas County, Colorado (the "Town Covenant"). The Town Covenant is incorporated herein by reference.

2. **Covenant Against Encumbrances**. Grantee covenants and agrees that Grantee will not convey the Property or any Parcel, or any interest in this Property or any Parcel, including any lien, deed of trust or other financing interest, and will not encumber this Property or any Parcel in any way beyond the Permitted Exceptions listed in the Deed for this Property or a Parcel, prior to (i) obtaining all required Governmental Approvals for this Property or a Parcel, as applicable, and (ii) having readily available funds or obtaining a Financing Commitment for construction of the Project on this Property or a Parcel, as further defined below. Any conveyance or encumbrance that is granted or recorded in violation of this Post-Closing Covenant shall be null and void and in all circumstances subordinate to Grantor's rights under this Post-Closing Covenant.

3. **Covenant to Obtain Governmental Approvals**. With respect to this Property and each Parcel, Grantee covenants and agrees that Grantee will use commercially reasonable efforts to obtain all required Governmental Approvals, as defined herein, for this Property and each Parcel, as applicable (the "**Covenant to Obtain Governmental Approvals**").

3.1 Obtaining Government Approvals. For this Property and each Parcel, Grantee agrees diligently to pursue, on or before the performance deadline specified in the Development Agreement for satisfaction of the Covenant to Obtain Governmental Approvals for this Property or such Parcel, as applicable (the "**Compliance Deadline**"), all Governmental Approvals (as such term is defined in the Development Agreement) in order for Grantee to construct the Project on this Property or a Parcel, as described in the Development Agreement (the "**Project**").

3.2 Repurchase Option for Failure to Satisfy the Release Requirements for the Covenant to Obtain Governmental Approvals. If Grantee fails to obtain all required Governmental Approvals on or before the Compliance Deadline for this Property or any

Parcel, as applicable, (the "**Governmental Approvals Repurchase Event**"), Grantor shall have the right to repurchase this Property, upon the terms and conditions set forth below (the "**Governmental Approvals Repurchase Option**"); provided however that Grantee shall have thirty (30) days following receipt of notice from Grantor of said failure to cure and to meet the applicable Compliance Deadline. If Grantee cures within said thirty (30) day period, then Grantor's Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate.

3.3 Exercise of Governmental Approvals Repurchase Option. Grantor shall have the right to exercise Grantor's Governmental Approvals Repurchase Option due to Grantee's failure to meet an applicable Compliance Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's cure period and expiring ninety (90) days thereafter. If during such 90-day period either (a) Grantee obtains all Governmental Approvals prior to the time of Grantor's exercise of Grantor's Governmental Approvals Repurchase Option, or (b) Grantor's notice to Grantee is not timely given, then Grantor's right to exercise the Governmental Approvals Repurchase Option with respect to such Compliance Deadline shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Governmental Approvals Repurchase Option with respect to such Compliance Deadline has terminated. Grantor's confirmation of termination, if required, shall include the legal description of this Property and the Parcel(s) subject to Grantor's Governmental Approvals Repurchase Option with respect to such Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.4 Governmental Approvals Repurchase Option Price. The "**Governmental Approvals Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the Property by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the applicable Parcel(s).

3.5 Closing of Governmental Approvals Repurchase Event Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Governmental Approvals Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the Property, in accordance with the terms of this Post-Closing Covenant and the additional terms set forth on Addendum 1 attached hereto and incorporated herein by reference (the "**Purchase and Sale Terms**").

3.6 Termination of Covenant. Grantor's Governmental Approvals Repurchase Option shall terminate with regard to this Property upon Grantee's demonstration that Grantee has obtained all required Governmental Approvals for this Property. Thereafter, within ten (10) business days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Governmental Approvals Repurchase Option has terminated with respect to the applicable Parcel Compliance Deadline. The acknowledgement shall include the legal description of this Property and the Parcel or Parcels subject to Grantor's Governmental Approvals Repurchase Option with respect to the applicable Compliance Deadline and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

3.7 Delays Caused by Town. If Grantee is unable to meet a Compliance Deadline because of delays in obtaining the Governmental Approvals caused by the Town, as such delays are more particularly described and defined in the Development Agreement, then the date by which the Grantee shall be required to meet such Compliance Deadline, and the date by which Grantor shall be permitted to exercise the Governmental Approvals Repurchase Option because of Grantee's failure to meet such Compliance Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4. **Covenant to Commence Construction**. Grantee covenants and agrees to (i) not commence construction on this Property unless and until Grantee has either readily available funds or a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on this Property; (ii) to commence construction, as defined below, of the Project on this Property in accordance with the Development Agreement and Governmental Approvals on or before the construction commencement deadline specified in the Development Agreement for this Property ("**Commencement Deadline**"); and (iii) to proceed diligently with construction in a good and workmanlike manner until completion in accordance with the Development Agreement and Governmental Approvals for this Property, subject only to Force Majeure (as defined below).

4.1 Repurchase Option for Failure to Satisfy the Covenant to Commence Construction of the Project. If a "**Construction Repurchase Event**" (defined below) occurs, Grantor shall have the right to repurchase this Property upon the terms and conditions set forth below (the "**Construction Repurchase Option**").

4.2 Construction Repurchase Event. With respect to this Property and each Parcel, the "**Construction Repurchase Event**" shall mean the Grantee shall not have commenced construction of the Project on this Property or on a Parcel prior to the Commencement Deadline applicable to this Property or such Parcel. Grantee shall be deemed to have commenced construction at such time as installation of the footings and foundations for the building(s) have been commenced in accordance with the plans for the Project on this Property or such Parcel approved under the Governmental Approvals. Grantee shall have a thirty (30) day cure period from receipt of notice from Grantor of Grantee's failure to meet such Commencement Deadline, and if Grantee commences construction and cures within such thirty (30) day cure period, then Grantor's Construction Repurchase Option with respect to such Construction Repurchase Event shall terminate.

4.3 Exercise of Construction Repurchase Option. Grantor shall have the right to exercise the Construction Repurchase Option due to Grantee's failure to meet a

Commencement Deadline upon expiration of the applicable thirty (30) day cure period without cure by Grantee, by giving Grantee written notice at any time during the period of time commencing on the first day after the expiration of Grantee's applicable 30-day cure period and expiring ninety (90) days thereafter. If (i) during such 90-day period, construction is commenced prior to the time of Grantor's exercise of the Construction Repurchase Option, or (ii) Grantor's written notice is not given to Grantee on or before the expiration of the 90-day period, then Grantor's right to exercise the Construction Repurchase Option due to the occurrence of the Construction Repurchase Event shall terminate, in which case, upon written request from Grantee, Grantor shall, within ten (10) days thereafter, execute an acknowledgement confirming that the applicable Construction Repurchase Option has terminated. Grantor's confirmation of termination if required, shall include the legal description of the Parcel(s) subject to the Construction Repurchase Event and shall be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder for Douglas County, Colorado.

4.4 Construction Repurchase Option Price. The "**Construction Repurchase Option Price**" shall mean the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the Property by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvement of the Property.

4.5 Closing of Construction Repurchase. If Grantor delivers written notice to Grantee that Grantor is exercising Grantor's Construction Repurchase Option, Grantor and Grantee shall have a binding contract for the sale by Grantee and the purchase by Grantor of the Property, in accordance with the terms of this Post-Closing Covenant and the Purchase and Sale Terms set forth on Addendum 1 attached hereto and incorporated herein by reference.

4.6 Termination of Covenant. Grantor's Construction Repurchase Option shall terminate with regard to this Property upon Grantee's demonstration that Grantee has: (i) obtained all required Governmental Approvals, (ii) has readily available funds or has obtained a financial commitment from a lender, in a form reasonably satisfactory to and approved by Grantor, to finance construction of the Project on the Property, and (iii) commenced construction of the Project on the Property prior to the applicable Commencement Deadline. Thereafter, within ten (10) days of written request from Grantee, Grantor shall execute an acknowledgement confirming that Grantor's Construction Repurchase Option has terminated with regard to this Property. Such confirmation shall include the legal description of this Property and be in a form suitable for recording by Grantee in the real property records of the Clerk and Recorder of Douglas County, Colorado.

4.7 Force Majeure. If Grantee is unable to meet a Commencement Deadline because of delays due to unforeseeable causes beyond the reasonable control of Grantee, such as, but not limited to, acts of God, strikes, work stoppages, civil unrest, terrorism, extraordinary weather conditions, governmental actions, or fire or other casualty, then the date by which the Grantee shall be required to meet the Commencement Deadline, and the date by which Grantor shall be required to exercise the Repurchase Option because of Grantee's failure to meet such Commencement Deadline, shall be extended for a period of time equal to the length of said delay or delays.

4.8 Additional Remedies. In addition to the remedies specifically described herein, in the event of any breach of this Post-Closing Covenant, Grantor shall be entitled to pursue all remedies available to Grantor at law or in equity, including without limitation specific performance, injunctive relief, both mandatory and prohibitory, and direct damages, provided that in no event may Grantor seek or be awarded consequential or punitive damages.

[END OF EXHIBIT B-2]

ADDENDUM 1
TO
EXHIBIT B-2
TO
BARGAIN AND SALE DEED

Purchase and Sale Terms
for Repurchase Options

1. **Parties**. For the purchase and sale of the Property, the parties shall be Grantor as "**Buyer**" and the record owner of the Property (Grantee or Grantee's successor or assign, as applicable) as "**Seller**".

2. **Effective Date**. The effective date ("**Effective Date**") of the agreement for sale and purchase of the Property between Buyer and Seller shall be the date Buyer delivers written notice to Seller that Buyer is exercising Buyer's Governmental Approvals Repurchase Option and/or Construction Repurchase Option (referred in context herein as the "**Option**").

3. **Closing**. Closing of the Option shall be conducted through a title insurance company and escrow agent to be designated by Buyer as provided below (the "**Closing**"). The Closing shall occur on the first business day that is at least ninety (90) calendar days after the Effective Date, or such earlier date as is agreed to by Seller and Buyer.

4. **Conveyance**. At Closing Seller shall sell, assign, and convey the Property to Buyer by statutory form of bargain and sale deed together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances then owned or thereafter acquired by Seller, subject only to the "**Permitted Exceptions**" as defined below.

5. **Purchase Price**. The purchase price for the Property (the "**Purchase Price**") shall be the Purchase Price paid at closing of the conveyance of the Property from Grantor to Grantee, as decreased by any Public Benefits Credits applied against such Purchase Price at Closing, and as increased by (i) the actual hard costs of any permanent improvements made to the Property by Buyer, but not including soft costs or Buyer's overhead and administration fees, and (ii) the cost of any sewer and water taps, any excise tax, and any use tax paid by Buyer with respect to the improvements on the Property.

6. **Inspection Period**. Buyer shall have a period of forty-five (45) days following the Effective Date (the "**Inspection Period**") to conduct such investigations of the Property and title to the Property as Buyer shall deem necessary, and Buyer shall be given reasonable access to the Property for such investigations. At any time prior to the expiration of the Inspection Period, Buyer may terminate the exercise of its Option by delivering notice to Seller of such termination. Buyer's delivery of such notice shall constitute a waiver and termination of Buyer's right to exercise Buyer's Option with respect to the Governmental Approvals Repurchase Event and/or Construction Repurchase Event that triggered Buyer's Option, as a result of which Buyer and Seller shall be relieved of all obligations for purchase and sale of the Property hereunder arising out of such Governmental Approvals Repurchase Event and/or Construction Repurchase Event.

7. **Title Insurance and Permitted Exceptions**. In Buyer's notice exercising Buyer's Option, Buyer shall designate the title insurance company and escrow agent to facilitate the transaction (the "**Title Company**"). Buyer and Seller shall execute such reasonable and customary documentation with the Title Company as shall be required by the Title Company to facilitate the transaction. Within ten (10) days of Buyer delivering to Seller a notice of exercise of Buyer's Option, Seller shall order a title insurance commitment (the "**Commitment**") from the Title Company for the issuance at Closing of an ALTA Owner's Policy utilizing the then current form of ALTA Owner's Policy of title insurance and shall cause the Title Company to deliver the Commitment to Buyer and to make available to Buyer copies of all documents listed as exceptions to insured title in the Commitment. Buyer shall have such investigation and termination rights with respect to title matters as are provided in Section 6 above. If Buyer does not terminate its Option prior to the expiration of the Inspection Period, then title shall be conveyed to Buyer at Closing subject to all matters listed as exceptions in the Commitment except for any monetary encumbrances or liens (the "**Permitted Exceptions**"). It shall be the obligation of Seller to remove all monetary encumbrances or liens created by, through, or under Seller from the Property prior to Closing, and if they are not so removed, then the Title Company is authorized to use Purchase Price funds delivered by Buyer to satisfy and remove such monetary encumbrances or liens and Seller shall remain responsible post-closing for any deficiency. At Closing, the Title Company shall deliver the Title Policy to Buyer, or commit to deliver it promptly after Closing, subject only to the Permitted Exceptions. All costs of the Commitment and the base premium for the Title Policy (excluding any endorsements requested by Buyer) shall be paid by Seller.

8. **Property Condition**. The Property shall be transferred to Buyer at Closing in its "AS IS, WHERE IS" condition as of the date of Closing, but such transfer shall not relieve Seller of any obligation imposed by applicable law or governmental regulation to remedy or remediate any environmental condition or other condition at the Property that are not in compliance with applicable law or governmental regulation as of the date of Closing.

9. **Seller Covenants**. Seller covenants that between the delivery date of Buyer's notice exercising Buyer's Option and the date of Closing, Seller will not convey the Property or any interest in the Property to any person, will not encumber the Property beyond the Permitted Exceptions, and will not commit or permit contamination or impairment of the Property or waste or deterioration of improvements on the Property.

10. **Closing Actions**. All documents customarily required for Closing shall be provided to the Title Company by Seller and Buyer, including without limitation the Deed, closing instructions, deed of trust releases, other lien releases, signed settlement statements, and such affidavits and indemnities as the Title Company reasonably shall require to close the transaction and issue the Title Policy in accordance with the Commitment. Buyer shall deliver the Purchase Price to the Title Company for Closing in readily available funds. The Title Company shall prepare Buyer's and Seller's Settlement Statements. There shall not be any proration of expenses or taxes for the Property. Seller shall be responsible for the payment of all property taxes and assessments incurred or assessed, or to be incurred or assessed, with respect to any period of Seller's ownership of the Property. All taxes and assessments may be paid by the Title Company out of Purchase Price proceeds if not paid prior to Closing, and Seller shall remain responsible post-closing for any deficiency. All monetary encumbrances or liens upon the Property, including any claim of mechanics lien, whether or not disputed by Seller, may be paid and satisfied by Title Company out

of Purchase Price proceeds if not paid or satisfied by Seller prior to Closing, and Seller shall remain responsible post-closing for any deficiency. Upon Closing, the Title Company shall record the Deed, shall process and record all releases of monetary liens on the Property existing prior to Closing, and shall deliver all documents required to be delivered to Seller and Buyer in accordance with these Purchase and Sale Terms and local custom. The Title Company shall be designated as the real estate reporting person for preparing and filing such forms as shall be required to be filed with the Internal Revenue Service in connection with the transaction and the Closing.

11. **Time and Dates**. Time is of the essence of these Purchase and Sale Terms and Seller's and Buyer's obligations hereunder. A "**business day**" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in these Purchase and Sale Terms for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

12. **Notices**. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or on the immediately following business day after deposit for overnight delivery with an overnight courier service providing national overnight delivery services. Notices may not be delivered by email or facsimile.

If to the Grantor:
Parker Authority for Reinvestment
Attn: Executive Director
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353

With a copy to:
Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 Sixteenth Street, #610
Denver, CO 80202

If to Grantee: to the address of the owner of the Property as contained in the property tax records of the County Assessor of Douglas County, Colorado at the time the notice is given.

13. **Governing Law**. This agreement shall be governed by the laws of the State of Colorado.

14. **Waiver of Jury Trial**. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THE POST-CLOSING COVENANT OR THESE PURCHASE AND SALE TERMS OR TO OBTAIN ANY REMEDY PROVIDED FOR THEREIN OR OTHERWISE PERMITTED BY

LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND BUYER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. **Further Acts**. Each party agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of the sale and purchase of the Property hereunder.

[END OF ADDENDUM 1]