

PURCHASE AND SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND SALE AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and among VERTIKAL, LLC, a Colorado limited liability company (“Developer”), and the CITY OF LONGMONT, a Colorado municipal corporation (“City”). Developer and City may be referred to together as the “Parties” or individually as a “Party”.

Recitals

A. The City is the owner of approximately nine (9) acres of land located at 200 Bountiful Avenue in the City of Longmont, County of Boulder (the “City Land”), which City Land is legally described on **Exhibit A** attached hereto and made a part hereof.

B. The City has acquired approximately seven (7) acres of land owned by Diamond G Concrete Company (“Diamond G”) located at 905 Harvest Moon Drive in the City of Longmont, County of Boulder, adjacent to the City Land (the “Diamond G Land”), which Diamond G Land is legally described on **Exhibit B** attached hereto and made a part hereof. The City acquired the Diamond G Land partly through a grant from the Colorado Department of Local Affairs Innovative Housing Strategies program in order to facilitate development of the combined City Land and Diamond G Land for affordable and attainable housing. The City Land and the Diamond G Land are referred to together herein as the “Land”.

C. Developer desires to acquire the Land to construct a residential project (the “Project”) of approximately 185 homes, mixing both townhomes and single-family detached residences, with no less than 55 of which homes will be restricted to homeowners earning under 80% of area median income (“AMI”) and the remaining homes will be restricted and sold at a price affordable to homeowners earning up to 120% of the AMI. Such prices will be the applicable maximum sales prices as published by the City.

D. Developer has provided to the City a phasing exhibit for the Project dated January 17, 2023 (the “Phasing Exhibit”), which Phasing Exhibit is attached as **Exhibit C** hereto and made a part hereof. The exact number of homes in each category will be confirmed during the Entitlements process.

E. The Parties have agreed that, subsequent to transfer of the Land to Developer, Developer or a Developer Affiliate as defined below will be obligated to construct the Project pursuant to the terms of a developer covenant described in this Agreement.

F. To facilitate development of the Project, the City has agreed to (1) convey the Land to Developer or a Developer Affiliate at no cost, (2) contribute funds to directly pay for site work, infrastructure and other construction costs for the Project as defined herein as the “City Payment,” as well as provide certain fee reductions and subsidies in accordance with the City Code. In addition, the Developer and City staff request the Longmont City Council to consider and approve Developer’s application for additional fee reductions or subsidies sufficient to cover 100% of the costs for all permit fees, impact fees, and water and sewer tap fees for the Project pursuant to Chapter 4.79 of the Longmont Municipal Code.

G. The Parties have identified a number of steps, as set forth in detail in this Agreement, to enable the transfer of the Land to Developer and accomplish the Project.

H. The Parties hereto have determined that entering into this Agreement is in their respective best interests.

Agreement

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Purchase and Sale. City agrees to sell to Developer and Developer agrees to purchase, upon the terms and conditions hereinafter set forth, the following (collectively, the “Property”):

1.1 the Land;

1.2 all right, title and interest, if any, of the City as the owner of the Land in and to any strips or gores adjoining the Land, and any easements, rights of way or other interests in, on, under, or to, any land, highway, street, road, public access, right of way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land;

1.3 all right, title and interest, if any, of City in and to the accessions, appurtenant rights, privileges, appurtenances, including without limitation any and all mineral or surface rights affecting or appurtenant to the Land, and all the estate and rights of City in and to the Land, as applicable, or otherwise appertaining to any of the property described in the immediately preceding Paragraphs 1.1 and 1.2 (the Land and the interests of the City described in Paragraph 1.2 and this Paragraph 1.2 are referred to as the “Real Property”); and

1.4 all of the City’s interest, if any, in any intangible property, excluding intellectual property, now or hereafter owned by the City and used solely in connection with the Real Property and any contract rights, escrow or security deposits, utility agreements or other rights related to the ownership of or use and operation of the Real Property (collectively, the “Intangible Property”).

2. Definitions. The following capitalized terms, as used in this Agreement, are defined as indicated below. Other capitalized terms used in this Agreement are defined the first time they are used in this Agreement.

2.1 AMI. AMI means the area median income by household size for the Boulder-Longmont area based on U.S. Department of Housing and Urban Development (HUD) median income updates, as updated annually by the housing and community investment director and as made available to the public by the housing and community investment department or planning and development services department.

2.2 Business Day. A Business Day means any day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of Colorado.

2.3 City. The City means the City of Longmont, Colorado.

2.4 City Code. The City Code means the Municipal Code of the City, as amended from time to time.

2.5 City Payments. The City Payments consists of the following estimated payments to be funded by the City into an escrow account, the details of which will be set forth in an escrow agreement to be mutually agreed upon prior to closing, based upon a Project Pro Forma to be agreed upon by Developer and City for Developer's use for the Project at the times set forth below:

Payment Purpose	Payment Amount	Timing of Payment
Phase 1 Infrastructure/Construction	\$2,500,000.00	Within 14 days of Developer providing written notice of commencement of work on Phase 1.
Phase 2 Infrastructure/Construction	\$1,564,000.00	Within 14 days of Developer providing written notice of commencement of work on Phase 2.
Phase 3 Infrastructure/Construction	\$1,000,000.00	Within 14 days of Developer providing written notice of commencement of work on Phase 3.
Phase 4 Infrastructure/Construction	\$1,000,000.00	Within 14 days of Developer providing written notice of commencement of work on Phase 3.

2.6 City Land. The City Land means the property that is legally described on Exhibit A.

2.7 City's Cure Notice. City's Cure Notice has the meaning provided to it in Section 6.4.

2.8 Conditions Period. Conditions Period has the meaning provided to it in Section 4.

2.9 Conditions Precedent Date. Conditions Precedent Date has the meaning provided to it in Section 8.1.

2.10 Deed. Deed has the meaning provided to it in Section 6.1.4

2.11 Default. Default has the meaning provided to it in Section 24.

2.12 Developer Covenant. Developer Covenant has the meaning provided to it in Section 4.7.

2.13 Developer Affiliate. Developer's Affiliate means Developer or another any entity, individual, firm, or corporation, that is duly organized, validly existing, and in good standing in the state in which it is incorporated, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Developer.

2.14 Developer Financing. Developer Financing has the meaning provided to it in Section 4.4.

2.15 Developer's Reports. Developer's Reports has the meaning provided to it in Section 5.5.

2.16 Developer's Title Notice. Developer's Title Notice has the meaning provided to it in Section 6.4.

2.17 Diamond G Land. The Diamond G Land means the land that is legally described on Exhibit B.

2.18 Effective Date. Effective Date shall be the date provided in the first paragraph of this Agreement.

2.19 Entitlements. Entitlements has the meaning provided to it in Section 4.3.

2.20 Final Approval. Final Approval means that the City, through its applicable official or agency, has granted final approval to a particular land use application or proposal and either (a) all applicable appeal, challenge, referendum and/or initiative periods have passed without any appeal, challenge, referendum or initiative being filed or initiated with respect to such approval, or (b) if any such appeal, challenge, referendum or initiative has been filed or initiated, the matter has been finally resolved beyond all applicable appeal periods in a manner that completely upholds the validity of the challenged approval.

2.21 Financial Assurances. Financial Assurances has the meaning provided to it in Section 4.8.

2.22 Funding Cap. Funding Cap shall mean the maximum amount of public assistance that may be provided to the Project, which shall be the City Payments, together with the value of any fee reductions or subsidies approved by the City and the value of the Land.

2.23 Inspection Period. The Inspection Period means the period beginning upon Developer's receipt of City's Deliverables as defined in Section 5.1 and the Title Commitment, whichever is later, and continuing until 6:00 p.m. (Mountain Time) on the 90th calendar day thereafter.

2.24 Insurable Title Date. Insurable Title Date shall have the meaning set forth in Section 4.1.

2.25 Intangible Property. Intangible Property has the meaning provided to it in Section 1.4.

2.26 Land. Land means together, the City Land and the Diamond G Land.

2.27 Outside Closing Date. The Outside Closing Date means the date that is 180 days after the end of the Inspection Period, as such date may be extended pursuant to the terms of Paragraph 9 below.

2.28 Phase I Construction Documents. Phase I Construction Documents means the completed building construction plans, final site plans, public improvement plans, detailed landscape plans, construction plans for all utilities, street and sidewalk improvements, grading and drainage plans, soils reports and construction plans for all other vertical shell structures proposed for Phase I of the Project, including, without limitation, signs, fences, enclosures and lights; all as may be required by all applicable codes and ordinances of the City but excluding any plans and specifications for interior finish home improvements (e.g. tenant finish plans), which shall be subject to separate building permits as required by applicable City requirements.

2.29 Phasing Exhibit. The Phasing Exhibit means the phasing exhibit provided by Developer to the City dated January 17, 2023, attached hereto as Exhibit C.

2.30 Phasing Plan and Schedule. Phasing Plan and Schedule has the meaning provided to it in Section 4.6.

2.31 Project. The Project has the meaning provided to it in Paragraph C of the Recitals.

2.32 Property. Property has the meaning provided to it in Section 1.

2.33 Real Property. Real Property has the meaning provided to it in Section 1.3.

2.34 Released Parties. Released Parties has the meaning provided to it in Section 12.2.

2.35 Survey. Survey has the meaning provided to it in Section 6.3.

2.36 Surviving Obligations. The Surviving Obligations means the obligations of Developer or the City which survive any termination of this Agreement pursuant to the express terms of this Agreement.

2.37 Title Commitment. Title Commitment has the meaning provided to it in Section 6.2.

2.38 Title Company. Title Company means Fidelity National Title Insurance Company.

2.39 Title Policy. Title Policy has the meaning provided to it in Section 6.2.

2.40 Yearly Report. Yearly Report has the meaning provided to it in Section 16.1.

3. Property Purchase Price and Valuation. The Property shall be conveyed to Developer or a Developer Affiliate at no cost. The Parties acknowledge that the cost to the City of the City Land is \$1,473,970.02 (\$3.71/SF) and that the cost of the Diamond G Land is \$3,179,329.00 (\$10.03/SF). The Parties further acknowledge that the City purchased the Land at a discount, and the actual value of the City Land is estimated at \$7,303,516.48 (\$18.38/SF), and that the actual appraised value of Diamond G Land is \$5,830,000.00 (\$18.38/SF).

4. Pre-Closing Tasks and Activities. The Parties acknowledge that there are a number of steps that need to be accomplished between execution of this Agreement and Closing in order to facilitate this transaction and agree upon the Parties' arrangements and obligations subsequent to Closing. Accordingly, from and after the Insurable Title Date (as defined in Section 4.1 below, and prior to the "Conditions Precedent Date", as defined in Paragraph 8.1 below (the "Conditions Period"), the Parties shall work together to accomplish the tasks described in Paragraphs 4.1 through 4.9 below with the intent of satisfying the Conditions Precedent set out in Section 8 below. Each of the tasks in Sections 4.1 to 4.9 below correlates to a Condition Precedent, as further described in Section 8 below.

4.1 Developer Entitlement Submissions to City. Within ninety (90) days of the Insurable Title Date, Developer shall submit to the City, in accordance with standard City requirements, applications for the necessary entitlements for the Project and consistent with the Initial Phasing Exhibit, as updated, including but not limited to rezoning the Property to Planned Unit Development; a final subdivision plat and a site development plan (the "Entitlements"). Developer and City shall work cooperatively with City staff to address staff comments. Developer shall provide its submissions in a timely and diligent manner. The Parties acknowledge that the Project may be eligible for reductions or subsidies under Section 4.79 of the City Code subject to the requirements of such Section 4.79, and that the estimated value of such reductions and subsidies is \$4,971,787.00.

4.2 Evidence of Developer Financing. Within 90 days of Final Approval of the Entitlements, Developer shall submit to the City evidencing of financing ("Developer Financing") for the Project. Such financing shall include a combination of borrowed funds and Developer equity to complete construction of the Project; provided, however, the borrowed funds shall not exceed 80% of the loan-to-completed-value of each Phase of the Project, unless mutually agreed upon in writing between the City and Developer. Prior to Closing, Developer shall provide confirmation that it has received formal approval of such Developer Financing, including satisfactory evidence that is in the form of a firm loan commitment with all conditions satisfied or able to be satisfied by the Developer as of the date of such firm commitment, shall be determined in the reasonable opinion of the City acting by and through the City Manager.

4.3 Phase I Construction Documents. Within ninety (90) days of Final Approval of the Entitlements, the Developer shall prepare and submit the Phase I Construction Documents to the City for their approval. Unless otherwise approved in writing by the City, the Phase I Construction Documents shall be a logical development of and consistent with the descriptions of Phase I of the Project set forth in the Entitlements, and the Phasing Plan and Schedule. Subsequent

to Closing and obtaining approval from the City, Developer will construct Phase I of the Project in accordance with the Phase I Construction Documents and shall construct subsequent phases of the Project in accordance with the Entitlements, the Phasing Plan and Schedule and the Developer Covenant. Developer's obligations for such construction shall be further defined in the Developer Covenant. Developer will obtain adequate payment and performance bonds to ensure construction of the Project's infrastructure for Phase 1.

4.4 Construction and Development Phasing Plan and Schedule. During the Conditions Period, the Developer will provide a design, construction, phasing and development phasing plan and schedule to be approved by the Parties (the "Phasing Plan and Schedule") to address timing for construction of the Project. The Phasing Plan and Schedule shall include the dates for commencement of construction and final completion of the Project and other necessary dates as agreed by the Parties, which dates shall be included in the Developer Covenant.

4.5 Developer Covenant. During the Conditions Period, the Parties will work to finalize the terms of a developer covenant (the "Developer Covenant"), which shall be recorded against the Land at Closing. The Developer Covenant shall be in substantially the form as the initial Developer Covenant that is attached as Exhibit D hereto and made a part hereof.

4.6 Financial Assurances. The Parties will work to agree on the form of financial assurances (the "Financial Assurances"), if any, for the development of the Phase 1 infrastructure to be provided by Developer to the City at Closing, which financial assurances shall, if required, be in the form of a performance bond through a surety company approved by the Parties in an amount equal to the estimated total cost of the infrastructure to ensure that the Project will be completed in accordance with the schedule and requirements set out in the Developer Covenant. The parties will work to determine if the surety bond is a requirement of Phase 1 based on the City's financial contribution for infrastructure for that phase.

5. Inspections

5.1 Inspection Rights. At all times prior to Closing, including times following the Inspection Period, Developer or its agents shall have the right, (a) subject to obtaining an access permit from the City to (i) inspect the Real Property during normal business hours (which inspection may include, without limitation, soil borings, environmental and radon testing) and all matters relating thereto; and (ii) examine any documents and information delivered by the City to Developer concerning the Real Property. Within fourteen (14) Business Days after the Insurable Title Date, the City shall deliver promptly to Developer copies of all reports, inspections, studies, surveys, records, agreements, permits and other documents concerning the Real Property in the City's possession and all at the City's cost (collectively the "City Deliverables"). Such inspections shall not constitute a waiver by Developer of the breach of any representation or warranty of the City. At any time prior to the last day of the Inspection Period, Developer may terminate this Agreement by giving the City notice that Developer is not satisfied with the Real Property or any aspect thereof in Developer's sole judgment. Upon termination of this Agreement by such notice, the Parties shall be released and relieved of all further rights, obligations and liabilities hereunder, except the Surviving Obligations.

5.2 Samples. Soil, rock, water, asbestos, if any, and other samples taken from the Real Property shall remain the property of the City. At the City's request, Developer will assist in making arrangements for the lawful disposal of any contaminated samples and will pay any related transportation or disposal fees, but only if the City signs the manifest and any other documents required in connection with the disposal of contaminated samples. If the City is not willing to sign the required documentation, Developer's only obligation shall be to return the contaminated samples to the City.

5.3 Conditions Regarding Inspection.

5.3.1 Developer will conduct any activities to inspect the Real Property at Developer's own risk and at Developer's sole cost. Before any entry by Developer on the Real Property for inspection purposes, Developer will post and keep posted on the Real Property in a conspicuous place, a printed notice that the interest of the City will not be subject to any mechanics' or materialmen's liens as a result of the work performed or supplies furnished at Developer's direction, and upon request by the City from time to time before Closing, or if earlier, on or after termination of this Agreement, Developer will require its contractors, subcontractors, architects, engineers and other consultants to deliver to the City a waiver of all mechanics' and materialmen's lien rights in form and substance reasonably satisfactory to the City.

5.3.2 Promptly after completion of Developer's inspection activities, Developer will restore the Real Property to the extent of any changes effected by Developer's entry.

5.3.3 Developer will comply at all times with all applicable laws and will indemnify, defend and hold the City harmless from any loss, liability, claim, demand, action, suit, judgment, damage, cost or expense (including without limitation reasonable attorneys' fees) on account of Developer's inspection activities on or relating to the Real Property, including but not limited to any personal or bodily injury or death to any person, property damage, and mechanic's and materialmen's liens arising in connection with Developer's activities, or on account of Developer's breach of its obligations under this Paragraph 5.3.3; provided that Developer shall not be liable for any loss of value or damage to the Real Property arising from the discovery by Developer of any condition adverse on the Real Property, but Developer shall be liable for any loss of value or damage to the Real Property arising from the spread or exacerbation of any condition adverse to the development or sale of the Real Property caused directly by Developer's inspection activities on the Real Property. If any action or proceeding is brought against the City by reason of any matter for which Developer has indemnified the City under this Paragraph 5.3.3, Developer, upon notice from any of the City, will defend the same at Developer's expense with counsel reasonably satisfactory to the City.

5.4 Liability Insurance. Throughout the period beginning on the first day of the Inspection Period and ending the earlier of (A) termination of this Agreement and (B) the Closing Date, Developer will require any of its consultants entering onto the Real Property to carry commercial general liability insurance, including contractual liability coverage for Developer's indemnity covenants under this Agreement, with a combined single limit of not less than \$1,000,000 (which requirement may be satisfied in part or whole with an umbrella liability policy so long as the aggregate claims made under the policy do not reduce the insurance available with

respect to the Real Property below \$1,000,000). Such liability policies shall list the City as an additional insured party.

5.5 Delivery of Developer's Reports. If this Agreement is terminated before Closing, the City will have the right (but not the obligation) to request Developer to deliver to the City, without charge to the City, copies of any or all written studies, assessments, evaluations and other reports and information regarding the physical condition of the Real Property (including, for example, surveys, soil reports, and utility studies) compiled by or at the request of Developer in the course of Developer's due diligence investigation of the Property, excluding any documents relating to the design or architecture of Developer's proposed development of the Real Property (the included documents being, together, "Developer's Reports"). If the City exercises this option, Developer shall deliver copies of the Developer's Reports to the City within ten (10) Business Days after Developer receives written notice from the City requiring the delivery of Developer's Reports. If the City does not, within thirty (30) Business Days after the termination of this Agreement, notify Developer of the City's election to require Developer to deliver copies of Developer's Reports, then Developer shall have no further obligation to deliver copies of Developer's Reports to the City. Any Developer Reports delivered by Developer under this paragraph shall be without representation, certification or warranty by Developer to the City.

6. Title

6.1 City's Conveyance. At Closing, subject to Section 4.1 above, the City shall convey, transfer, grant and set over to Developer or a Developer Affiliate fee simple title to the Real Property, free and clear of all liens, rights to liens and mortgages. The deed (the "Deed") for conveyance of the Real Property shall be by quitclaim deed. The Deed shall be subject to any restrictions in the Developer Covenant as set forth in Paragraph 4.6.

6.2 Title Commitment. Within twenty (20) Business Days after receipt of the Final Survey, as described below, the City will cause the Title Company to deliver to Developer a title insurance commitment (the "Title Commitment") by which the Title Company commits to insure Developer's ownership of the Real Property in an amount to be agreed upon by Developer and Title Company using the ALTA form of owner's title insurance policy currently in use by the Title Company for commercial transactions (the "Title Policy"). The City will cause the Title Company to deliver to Developer, with the Title Commitment, a current tax certificate for the Real Property, and legible and complete copies of all title documents listed on Schedule B-2 of the Title Commitment. The Buyer shall be responsible for the cost of the Title Commitment. Developer shall be responsible for the cost of the Title Policy.

6.3 Survey. During the Inspection Period, Developer shall obtain at Developer's sole cost and expense, a survey for the Real Property certified to Developer, the City, the City and the Title Company (the "Survey"). The Survey shall be prepared in accordance with the ALTA/ASCM Minimum Standard Detail Requirements.

6.4 Title Objections and Cure. If Developer's examination of the Title Commitment or the Survey discloses any matters of title or survey to which Developer objects, then, no later than fifteen (15) Business Days after Developer's receipt of the Title Commitment, Developer shall notify the City of such objections ("Developer's Title Notice"). The City, within

15 Business Days following receipt of Developer's Title Notice, shall notify Developer in writing (the "City's Cure Notice") of any matters in Developer's Title Notice which the City elects to cure; provided, however, that in any event the City shall be required to cure all monetary liens which encumber the Real Property, whether or not objected to by Developer. In the event the City shall fail to deliver a timely the City's Cure Notice in response to Developer's Title Notice, the City shall be deemed to have elected not to cure any matters objected to therein. In the event the City informs Developer in the City's Cure Notice that the City is unable to cure or unwilling to cure any objections raised in Developer's Title Notice or is deemed to have elected not to cure any such matters as described above, Developer shall be entitled to either (i) terminate this Agreement by giving the City written notice of such termination within sixty (60) calendar days following the City's receipt of Developer's Title Notice, or (ii) waive such objection and proceed to close the transaction contemplated by this Agreement. If Developer terminates this Agreement pursuant to the preceding sentence, then the Parties will be released from all obligations under this Agreement except the Surviving Obligations. If the City fails, by the Closing, to cure any title or survey matters that the City agrees to cure in the City's Cure Notice, then Developer shall have all remedies available to Developer under Section 24 of this Agreement for a Default by the City.

6.5 Subsequent Title or Survey Matters. If any update of the Title Commitment or the Survey reveals any new title or survey matters not identified in the versions of the Title Commitment or Survey relied on by Developer in preparing Developer's Title Notice, Developer shall have the right to object to any such new matters by providing the City with written notice of such objections within the earlier to occur of the Closing Date or twenty (20) calendar days after Developer receives any such update of the Title Commitment or the Survey. If the City has not cured such new title or survey matters to Developer's satisfaction by Closing, then Developer, in Developer's sole discretion or judgment, may:

6.5.1 accept the Real Property with such defects, provided that in any event the City shall be required to discharge any lien, mortgage, or other security interest encumbering the Property, and may use the Closing proceeds to do so; or

6.5.2 elect to terminate this Agreement by notice to the City, in which event Developer and the City shall be released and relieved of all further rights, liabilities and obligations hereunder except the Surviving Obligations; except if any such matter results from an act or omission of the City after the date hereof or is a matter which the City agreed to cure, then the City shall be in Default hereunder and Developer shall have Developer's rights and remedies under Section 24 hereof.

7. Omitted.

8. Conditions Precedent to Closing

8.1 Conditions Precedent. It shall be a condition precedent to the Parties' obligation to close this transaction that the following conditions (the "Conditions Precedent") shall have been met or waived by the Parties, in each Party's sole and absolute discretion, on or before eighteen (18) months from the Insurable Title Date (the "Conditions Precedent Date"):

8.1.1 The City has acquired the Diamond G Land.

8.1.2 Developer has obtained Final Approval from the City of the Entitlements.

8.1.3 Developer has demonstrated to the City that it has obtained the Developer Financing.

8.1.4 Developer and the City have agreed on the Phase I Construction Documents and the Phasing Plan and Schedule.

8.1.5 The Parties have agreed on the terms of the Developer Covenant and are prepared to execute the Developer Covenant at Closing.

8.2 Acknowledgment of Satisfied Conditions. Upon satisfaction and/or waiver of each of the Conditions Precedent, Developer and the City agree to act in good faith and with diligence to document the same in writing.

8.3 Failure of Conditions Precedent. If any of the Conditions Precedent has not been met on or before the Conditions Precedent Date, either Party shall, on or before the Conditions Precedent Date, notify the other Party of the same. In the event of such notice, the Parties shall meet at least one time thereafter to determine whether they can agree on a way to resolve any Condition Precedent that has not been met. Either Party may, by notice to the other Party provided on or before the Conditions Precedent Date, extend the Conditions Precedent Date for a period of up to six (6) months. In the event of any such extension, the Outside Closing Date shall be extended to a date mutually agreed to by the Parties that is at least fifteen (15) and not more than thirty (30) calendar days after the last day of the extended Conditions Precedent Date. If the Conditions Precedent have not been met by the Conditions Precedent Date and the Conditions Precedent Date has not been extended, or if the Conditions Precedent Date is extended and the Conditions Precedent have not been met by the extended Conditions Precedent Date, any Party may, within ten (10) calendar days after the Conditions Precedent Date or extended Conditions Precedent Date, if applicable, notify the other Party that it has decided to terminate this Agreement, and this Agreement shall terminate as of the date of such notice. If neither Party notifies the other Party of its decision to terminate this Agreement, this Agreement shall continue in full force and effect, the Parties shall be deemed to have waived the unmet condition or conditions precedent and the Parties shall proceed to Closing.

9. Closing. The Closing will be held through an escrow with the Title Company. The Closing shall be held on or before the Outside Closing Date on the date that is at least fifteen (15) and not more than thirty (30) calendar days following the Conditions Precedent Date or extended Conditions Precedent Date, whichever is applicable. The Closing shall occur at the time designated by the Title Company and in a location in Longmont, Colorado mutually agreed to by the City and Developer. The Outside Closing Date shall be extended in the event of an extension of the Condition Precedent Date as provided in Paragraph 8.3 above, or the Parties may agree in writing to further extend the Outside Closing Date.

9.1 City's Closing Deliveries. At Closing, the City agrees to deliver to Developer, at the City's sole cost and expense, the following items:

9.1.1 The Deed, conveying title to the Real Property to Developer or a Developer Affiliate and subject to the restrictions in the Developer Covenant.

9.1.2 A title affidavit, together with such other statements and instruments in forms reasonably acceptable to the City as may be required by the Title Company, to issue the Title Policy without exception for any liens, unfiled easements, parties in possession or other standard exceptions set forth in the Title Commitment or any update thereof, but subject to the Permitted Title Exceptions.

9.1.3 A bill of sale and assignment in a form reasonably approved by the City and Developer conveying and assigning to Developer all of the Intangible Property.

9.1.4 A written statement as of the Closing Date reaffirming that all of the warranties and representations of the City made in this Agreement are true and correct in all material respects or stating which, if any, are not true and correct and describing the nature and details of such changes. If such statement discloses changes in any of the warranties and representations of the City and such changes were not created or consented to by Developer after the date of this Agreement, then Developer may, at its option: (a) close the transaction contemplated by this Agreement, thereby waiving any claim on account of such changes; or (b) exercise any remedies it has under this Agreement for a Default by the City.

9.1.5 Evidence of the City's authority, including, without limitation, any certificates or similar instruments required by the Title Company.

9.1.6 Possession, Ownership and occupancy of the Property.

9.1.7 Payment, satisfaction and discharge of any and all outstanding liens, mortgages, security interests or other encumbrances securing the payment of any indebtedness affecting the Property.

9.1.8 An executed Developer Covenant.

9.1.9 All other documents reasonably necessary or appropriate to complete the transaction contemplated by this Agreement.

9.2 Developer's Closing Deliveries

9.2.1 At Closing, Developer shall execute and deliver all documents necessary or appropriate to complete the transaction contemplated by this Agreement, including, without limitation:

(a) A Real Property Transfer Declaration in the form required under Colorado law to be delivered to the Boulder County Assessor in connection with the recording of the Deed.

(b) An executed Developer Covenant.

(c) All other documents reasonably necessary or appropriate to complete the transaction contemplated by this Agreement, including the Financial Assurances, if required.

9.2.2 Any documents associated with the Entitlements that are required to be recorded shall be recorded at Closing.

9.3 Closing Prorations. The following amounts or items shall be prorated, credited or added to the Purchase Price at the Closing as appropriate, and except to the extent otherwise provided herein, shall adjust the Purchase Price. All prorations shall be made as of midnight of the day prior to Closing such that Developer shall receive all income and shall be responsible for all expenses on the Closing Date.

9.3.1 Survey Expenses. In addition to the Closing Costs described in Paragraph 9.3 above, Developer shall pay all expenses relating to the Survey.

9.3.2 Utilities and Other Expenses. Utilities (if applicable), including but not limited to water, sewer, cable, gas, electricity, trash removal and fire protection service shall be prorated as provided above. In the event the actual amount due for utilities cannot be determined as of the Closing Date, Developer and the City agree to make the required proration as a post-closing matter. All other expenses relating to the Property up to the Closing Date and all periods prior thereto including those required by any contract or agreement for any services to the Real Property and those incurred or ordered by the City or the City's agents, including but not limited to cost of maintenance, insurance and administrative expenses, shall be paid for by the City, and Developer shall not be liable therefor. Developer shall not be responsible for payment of any part of any fee due to the City's managing agent, if any, nor for payment of any service, maintenance or supply agreement not expressly assumed by Developer, nor for payment for any personal property, supplies, fixtures or equipment ordered prior to Closing by the City or the City's agents. The provisions of this Paragraph 9.3.2 shall survive Closing.

9.3.3 Special Assessments Payable in Installments. If, as of the Closing Date, the Property or any part thereof shall be or shall have been affected by any assessment or assessments which are or may become payable in annual installments, such assessments shall be prorated at the Closing for the year of Closing only.

9.3.4 Verification. All amounts used to determine the foregoing prorations and credits shall be furnished to the Title Company by the City prior to or at Closing, and shall be subject to verification by Developer.

9.4 Other Closing Costs. Developer shall pay the costs of the premium for the Title Policy, the cost of recording the Deed (including the documentary fee in connection therewith), together with the recording fees for any deed of trust granted by Developer, if any, to finance the Purchase Price or any portion thereof, and the closing fee charged by the Title Company to conduct the Closing. Each Party shall bear its own attorneys' fees. Any other closing costs not expressly addressed in this Agreement shall be paid by Developer.

10. Damage or Condemnation. Risk of loss resulting from any condemnation, eminent domain or expropriation proceeding which is commenced prior to Closing, and risk of loss to the

Property due to any other cause, remains with the City until Closing. If, prior to the Closing, all or part of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, expropriation or other proceeding, the City shall so notify Developer, and Developer either may elect to (i) cancel this Agreement, in which event all parties shall be relieved and released of and from any further duties, obligations, rights or liabilities hereunder except the Surviving Obligations, or (ii) Developer may declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain, expropriation or condemnation, shall be effected, and at Closing, the City shall assign, transfer and set over to Developer all of the right, title and interest of the City in and to any awards (but excluding any awards to the City for severance damage to other portions of the City's property not included in the Property) and insurance proceeds or claims that have been or that may thereafter be made for such taking or damage. If Developer elects to acquire the Property, the Purchase Price shall be reduced by the amount of the City's insurance deductible, if any, if the damage to the Property is otherwise covered by the City's insurance.

11. Representations and Warranties of City. As a material inducement to Developer entering into this Agreement, the City hereby represents that the following matters are true as of the date hereof and will be true on the Closing Date:

11.1 Authority. This Agreement has been duly authorized and executed by the City and, subject to Section 4.1 above, the City has full power and authority to consummate the transaction described herein, and the person executing this Agreement and all instruments to be delivered to Developer at Closing on behalf of the City is fully authorized to do so, has the power to bind the City and to so act on the City's behalf, and is incumbent in the office which such officer purports to hold.

11.2 No Conflict. Neither the execution and delivery of this Agreement by the City, nor the performance by City of its obligations and covenants under it, nor the Closing will conflict with or result in a breach of the terms or conditions of, or constitute a default under Colorado law or any agreement, judgment, order, writ, decree, rule or regulation to which City is a party or by which City is bound, or violate any statute, license, permit or regulation of any governmental authority.

11.3 Pollution/Hazardous Material Disclaimer. The City has not made, does not make and specifically disclaims any representations regarding compliance by the City or the Property with any environmental protection, pollution, or laws, rules, regulations, orders or other requirements, including any such requirements regarding the disposal or existence, in or on the Property of any hazardous materials.

12. "As Is" Property Condition. Developer, by its execution of this Agreement, acknowledges and agrees to the following:

12.1 Developer is buying the Real Property in an AS IS physical condition.

12.2 Developer is purchasing the Property without representation or warranty of any kind whatsoever except as provided in this Agreement. Except as stated in this Agreement, none of the City, nor any broker, agent, representative or employee of the City, nor any person

purporting to act for or on behalf of the City, has made any representation, warranty, promise or statement of any kind, express or implied, direct or indirect, oral or written, to Developer or upon which Developer has relied in any way with respect to the Property. Without limiting the generality of the foregoing, but subject to the express terms of this Agreement, the City disclaims, and Developer waives for itself and anyone claiming by, through or under Developer, any warranty of (i) fitness for a particular purpose, tenantability, habitability or use, (ii) the value, nature, quality or condition of the Property, (iii) the income to be derived from the Property, (iv) the compliance by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority, (v) the availability of water, gas, electric, telephone and other utility service, and (vi) any other matter with respect to the Property. Developer, for itself and anyone claiming by, through or under Developer, hereby waives its right to recover from and fully and irrevocably releases the City, and their employees, officers, directors, representatives, agents, attorneys, successors and assigns, when acting solely in that capacity for the City ("Released Parties"), from any and all claims that Developer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses (including attorneys' fees), demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, latent or otherwise, including any of the grading on the Real Property by the City and including environmental matters affecting the Real Property, and including any right of contribution Developer may now or hereafter acquire against the City or any of the Released Parties under CERCLA or any other federal, state or local environmental law, rule or regulation. This release includes claims of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release of the City. For avoidance of doubt and notwithstanding any other provision in this Agreement, however, nothing in this Paragraph 12.2 shall be construed as a waiver or release of claims with regard to specific commitments and obligations owed by the City to Developer under this Agreement.

12.3 The disclaimers by the City in this Section 12 are a material part of this Agreement, and the City would not be willing to enter into this Agreement without Developer's acceptance and acknowledgment of such disclaimers. The disclaimers by the City and acknowledgments and agreements by Developer in this Section 12 above shall survive the termination of this Agreement or the Closing, as may be applicable.

13. Developer's Representations and Warranties. As a material inducement for the City to enter into this Agreement, Developer makes the following representations and warranties to the City as of the date hereof and as of the Closing Date:

13.1 Authority. This Agreement has been duly authorized and executed by Developer and Developer has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to the City at Closing on behalf of Developer are fully authorized to do so, have the power to bind Developer and to so act on Developer's behalf, and are incumbent in the offices which such persons purport to hold.

13.2 No Conflict. Neither the execution and delivery of this Agreement by Developer, nor the performance by Developer of its obligations and covenants under it, nor the Closing will conflict with or result in a breach of the terms or conditions of, or constitute a default

under, Developer's organizational documents or any agreement, judgment, order, writ, decree, rule or regulation to which Developer is a party or by which Developer is bound, or violate any statute, license, permit or regulation of any governmental authority.

14. City's Obligations Prior to Closing. As a material inducement to Developer entering into this Agreement and as a condition to Developer's obligations hereunder:

14.1 Between the date hereof and Closing, the City shall:

14.1.1 inform Developer promptly in writing upon learning of any matter which would cause any of the representations and warranties of the City contained in this Agreement to be untrue, incorrect or incomplete;

14.1.2 provide Developer with written assurances that the City is has appropriated sufficient funds to pay any City Payments that will become due in the current fiscal year;

14.1.3 not negotiate, seek to negotiate, or enter into any leases or grant any other rights in the Real Property without first obtaining Developer's written consent thereto.

14.2 The City shall not market the Property for sale or transfer or convey or agree to transfer or convey any interest in the Property, other than to Developer (or its assign), and at Closing, title to the Property shall be owned by the City in fee simple free and clear of all mortgages, liens, encumbrances, easements and other matters except for the Permitted Title Exceptions.

15. [RESERVED]

16. No Brokers in Transaction. Developer and the City hereby represent to each that there are no brokers involved in this transaction. Developer does hereby indemnify and hold harmless and defend the City from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity as the result of Developer's acts. This indemnity shall survive the termination or Closing of this Agreement.

17. Waiver. The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

18. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) two Business Days after being deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) one Business Day after being deposited with Federal Express or other guaranteed overnight delivery service for next Business Day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by email to the email address for each party set forth below.

City:

City of Longmont
350 Kimbark Street
Longmont, CO 80501
Attn: Chief Financial Officer

Joni Marsh
Assistant City Manager
350 Kimbark Street
Longmont, Colorado 80501
Joni.Marsh@longmontcolorado.gov

With a copy to:

City of Longmont
350 Kimbark Street
Longmont, CO 80501
Attn: Chief Financial Officer
Jim.Golden@longmontcolorado.gov

In addition, a copy of any notice to the City also shall be provided to:

Eugene Mei
City Attorney
City Attorney's Office
City of Longmont
350 Kimbark Street
Longmont, Colorado 80501
Eugene.Mei@longmontcolorado.gov

Developer:

Vertikal, LLC
Attn: Walker Thrash
19 Woodstone Plaza
Hattiesburg, MS 39402
walker@vertikalco.com

with a copy to:

Adams and Reese LLP
Attn: Scott Jones
1018 Highland Colony Parkway, Suite 800
Ridgeland, MS 39157
scott.jones@arlaw.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed facsimile number of which no notice was given, shall be deemed to be receipt of the notice sent. Any Party shall have the right, from time to time, to change the address or facsimile number to which notices to it shall be sent by giving to the other Party or parties at least ten (10) calendar days prior notice of the changed address or changed facsimile number.

19. Survival. Liability for the indemnities of the City by Developer made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, and the Closing and the delivery of the Closing documents, except as otherwise specifically agreed to herein. All other representations, warranties, covenants, indemnities, agreements and obligations of the City and Developer under this Agreement shall survive the Closing and the delivery of the Closing documents, to the extent provided herein, and none of such representations, warranties, covenants, indemnities, agreements or obligations shall merge with the transfer of title to the Property.

20. Escrow Instructions. This Agreement will constitute escrow instructions to the Title Company as escrow agent. The parties agree to execute for the benefit of the Title Company such additional escrow instructions reasonably acceptable to the City and Developer as the Title Company may require; provided, however, that such instructions will be construed as applying only to the Title Company's engagement as escrow agent, and will not alter the terms of this Agreement. As soon as practicable after mutual execution of this Agreement, the City will deposit a fully executed original of this Agreement in an escrow opened with Title Company.

21. Assignment. The Parties agree that the City is willing to enter into this Agreement and provide the public assistance contemplated by this Agreement only if the Property is improved and devoted to uses in accordance with the approved Construction Documents and the Developer Covenant. Accordingly, the identity of the Developer and the parties in control of the Developer are of critical importance to the City. Until Completion of Construction of the Improvements, the Developer shall not assign or transfer all or any part or of or any interest in this Agreement or the Property without the prior written approval of the City. Leases of retail space in the Improvements in the ordinary course of the business of the Developer shall not be deemed to be a transfer for the purposes hereof. For the purposes of this Agreement, "assign" and "transfer" shall include, without limitation, a change in the identity of the parties in control of the Developer. The Developer shall promptly notify the City of any and all changes whatsoever in the identity of the parties in control of the Developer, or the degree thereof. Notwithstanding the foregoing, this Agreement may be assigned by Developer to a Developer Affiliate without the consent of any other Party, provided that such Affiliate executes an agreement satisfactory to the other Party, whereby the Developer Affiliate assumes all of the applicable obligations of Developer under this Agreement; provided further that Developer shall not be released of its obligations under this Agreement such that Developer and Developer Affiliate shall be jointly and severally liable for the performance of the obligations of the Developer hereunder.

22. Rights of Lenders. The provisions of Section 21 are not in any way intended to restrict the right of the Developer to encumber the Property and the Project for the purpose of constructing the Project. The Developer may also collaterally assign this Agreement to any lender for such purposes, provided, however, the City shall not be required to recognize the right of any

lender, or any successor in interest of any lender, who acquires ownership of the Property or any of the Project by foreclosure or otherwise from the Developer, or subsequently from the lender, to receive payments under this Agreement, unless the City have first agreed in writing to such right in accordance with Section 21. The City agrees that such approval will not be withheld, conditioned or delayed if such lender, or such lenders successors, agrees to complete construction (or cause completion of construction) of the Project in accordance with the Construction Documents within a time period agreed to by the City. The City shall upon the periodic request of the Developer or the Developer's lender(s) promptly provide an estoppel certificate certifying in a form and substance reasonably acceptable to Developer and Developer's lender(s) that to the actual knowledge of the person executing such certificate: (i) that there are no defaults under this Agreement, (ii) that there are no events or conditions which, with the giving of notice or passage of time, or both, would constitute a Default under this Agreement, and (iii) the completion of construction date, as the same may have been modified due to Enforced Delays.

23. Default. Time is of the essence. If any Party fails to observe or perform any covenant or obligation required of it under this Agreement or any representation or warranty made by any other Party is materially false when made ("Default") and any such Default is not cured within the time provided in Section 23.1, then the non-defaulting Parties may exercise any remedy available under Section 23.2.

23.1 Grace Periods. Upon a Default by any Party, such Party, upon written notice from any other Party injured by such Default, shall proceed immediately to cure or remedy such Default. Any Default shall be cured within thirty (30) days after receipt of such notice, or such cure shall be commenced and diligently pursued to completion within a reasonable time if curing cannot be reasonably accomplished within thirty (30) days.

23.2 Remedies on Default. Whenever any Default occurs and is not cured under Section 23.1 of this Agreement, the non-defaulting Parties injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

23.2.1 Suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement; or

23.2.2 Cancel and rescind the Agreement with respect to the duties of such non-defaulting Party under this Agreement, including, without limitation the right of the City to make payments of any of the financial assistance under this Agreement; or

23.2.3 Take whatever legal or administrative action or institute such proceedings as may be necessary or desirable in its opinion to enforce observance or performance of this Agreement, including, without limitation, specific performance or to seek any other right or remedy at law or in equity, including damages; provided, however, the damages payable by the City shall in all cases be limited to the amount of financial assistance due to the Developer under this Agreement.

23.3 Delays; Waivers. Any delay by a Party in pursuing any right or remedy available to such Party under the Agreement shall not operate as a waiver of such right or remedy

in any way; nor shall any waiver made by such Party be considered or treated as a waiver of any right or remedy with respect to any other Default by the other Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of the right or remedy by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

23.4 Enforced Delay in Performance for Causes Beyond Control of Party. Anything in this Agreement to the contrary notwithstanding, no Party shall be considered in Default in the event of enforced delay in the performance of obligations under the Agreement due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal, State or local government, acts of a Party against whom such Party has a right or remedy under this Agreement, acts of third parties including the effect of any petitions for initiative or referendum), acts of courts, fires, floods, pandemics or epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Party claiming such delay, shall be extended for the period of the enforced delay; provided, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after such Party knows of, or should have known by the exercise of reasonable diligence of any such enforced delay, first notify the other Parties thereof in writing of the cause or causes thereof, and claim the right to an extension for the period of the enforced delay.

23.5 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of any such remedy shall not preclude the exercise by it, at the same or different times, of any other remedy for any other Default by any Party.

23.6 Non-liability of Officials, Agents and Employees. No council member, board member, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under the Agreement or in the event of any Default or for any amount that may become due to the Developer.

23.7 Venue and Applicable Law. Any action arising out of the Agreement shall be brought in a court of competent jurisdiction in Boulder County, Colorado. The laws of the State of Colorado shall govern the interpretation and enforcement of the Agreement.

24. Miscellaneous.

24.1 Counterparts and Execution by Email. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by email; any original signatures that are initially delivered by email shall be physically delivered with reasonable promptness thereafter.

24.2 Drafting. This Agreement has been negotiated between the Parties and, for construction purposes, shall not be deemed the drafting of any one Party.

24.3 Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the Party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Developer and the City which relate to the Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.

24.4 Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is not a Business Day, then such time for performance shall be automatically extended to the next following Business Day.

24.5 Effective Date. The Effective Date shall be the date listed in the first paragraph of this Agreement.

24.6 Exhibits. All recitals and all exhibits referred to in this Agreement are incorporated in this Agreement by reference and will be deemed part of this Agreement for all purposes as if set forth at length herein.

24.7 No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer employee relationship between Developer and the City.

24.8 No Recording. Neither Developer nor the City will not be entitled to record this Agreement or any memorandum of it. The Parties acknowledge that the Developer Covenant shall be recorded at Closing, as described herein.

24.9 Antidiscrimination. The Developer, for itself and its successors and assigns, agrees that in the construction of and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, disability, marital status, ancestry or national origin.

24.10 Further Assurances. After Closing, the City and Developer each will execute any instruments necessary to confirm, assure or validate any of the transactions contemplated by this Agreement, whenever reasonably requested by any of the other Parties.

24.11 Appropriation/TABOR. Nothing in this Agreement shall be deemed a pledge of the City's credit or a payment guarantee by the City. All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Any financial obligation of the City under this Agreement which may mature in a future fiscal year is subject to appropriation by the City Council of sufficient funds to meet such obligation. Consequently, this Agreement does not create a multiple fiscal year obligation of the City under Article X, Section 20 (4) of the Colorado Constitution.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 22-001924

DEVELOPER:

VERTIKAL, LLC, a Colorado limited liability
company

By:_____

Print Name:_____

Title:_____

EXHIBIT A

Legal Description of the City Land

Lot 5
Irwin Thomas Final Plat 1st Filing
County of Boulder
State of Colorado

EXHIBIT B

Legal Description of the Diamond G Land

Lot 6
Irwin Thomas Final Plat 1st Filing
County of Boulder
State of Colorado

PHASING EXHIBIT

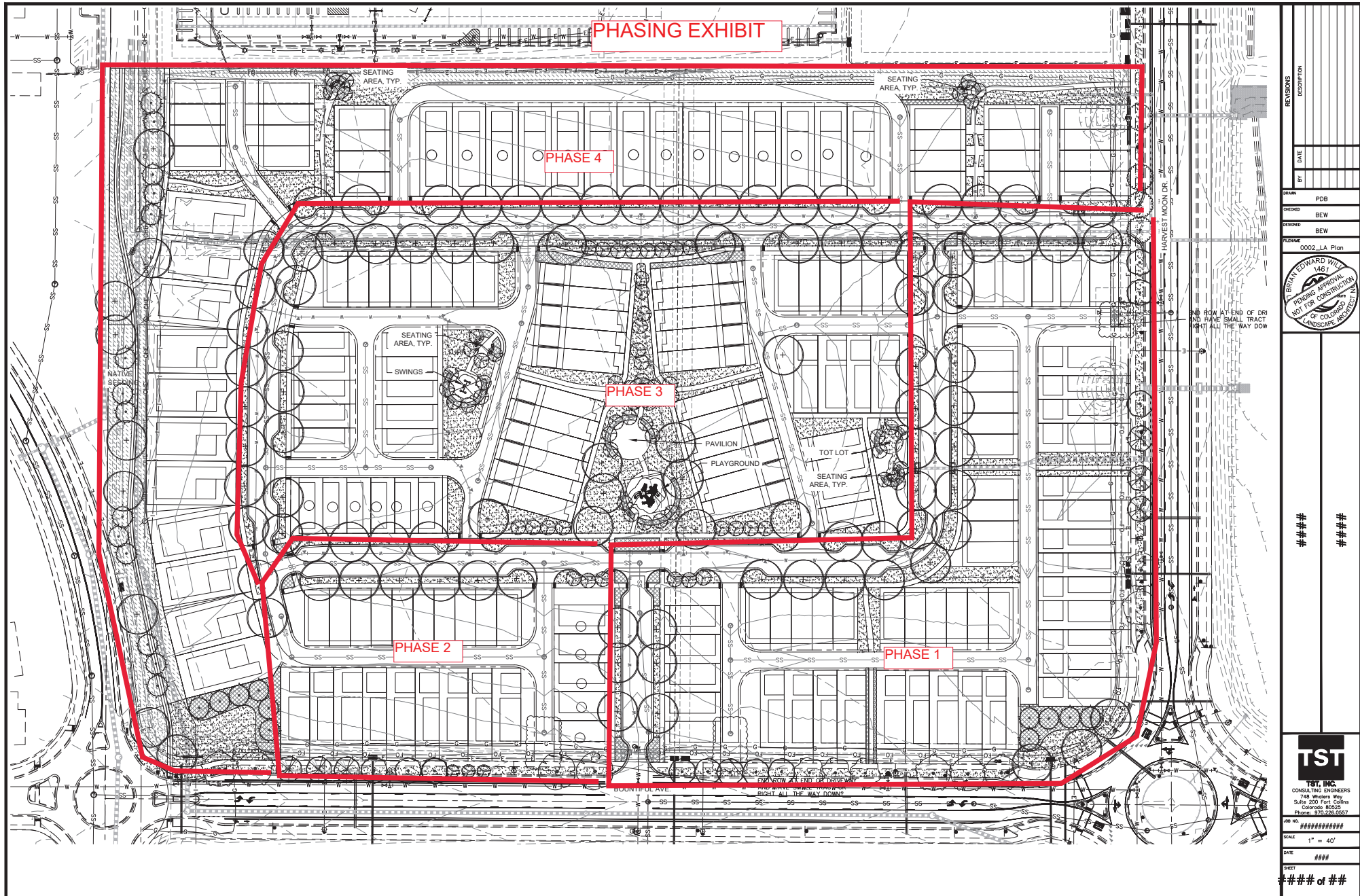


EXHIBIT D

Form of Developer Covenant