

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “Agreement”) is made and entered into by and between the ADAMS COUNTY, COLORADO a Governmental Entity (hereinafter referred to as “Purchaser”) and THF PRAIRIE CENTER DEVELOPMENT, L.L.C., a Colorado limited liability company (hereinafter referred to as “Seller”).

W I T N E S S E T H:

A. Seller is the owner in fee simple of certain parcels of real property containing approximately 28.733 acres located in Brighton, Colorado, said real property being more particularly described on Exhibit A, which is attached hereto, and by this reference, incorporated herein, together with all improvements and appurtenances thereon or appertaining thereto (the “Property”), BUT SPECIFICALLY EXCLUDING ALL MINERAL RIGHTS ASSOCIATED WITH SAID REAL PROPERTY, WHICH MINERAL RIGHTS SHALL BE RESERVED BY SELLER AT CLOSING.

WHEREAS, Purchaser and Seller are desirous of entering into this Agreement to provide for the sale of the Property by Seller to Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. PURCHASE AND SALE. At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the Property.

2. PURCHASE PRICE. The purchase price (“Purchase Price”) for the Property shall be Nine Million Three Hundred Eighty-Seven Thousand and Seventy-One and 10/100 Dollars (\$9,387,071.10).

3. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be payable to Seller at the time and in the manner hereinafter set forth:

- (a) Purchaser shall deposit ¹the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) earnest money (the “Initial Earnest Money”) with Fidelity National Title – National Commercial Services, 8055 E. Tufts Ave., Suite 900, Denver, CO 80237, Attn: Jennifer York (hereinafter referred to as the “Title Company”). Within fifteen (15) business days after the Effective Date (as defined in Section 12) Purchaser shall deliver to Seller a receipt from the Title Company indicating that the Earnest Money has

¹ Buyer previously deposited the Earnest Money with Fidelity National Title on September 20, 2024.

been received by the Title Company. Purchaser shall also deliver a copy of this Agreement to the Title Company, which Agreement shall constitute the escrow instructions to the Title Company. The cost of said escrow shall be borne equally by Purchaser and Seller. The Title Company shall deposit the Earnest Money in an interest-bearing account in order to earn the highest interest then available. The interest earned thereon shall be added to and become a part of the Earnest Money. The Earnest Money and interest earned thereon shall be applied to the Purchase Price at Closing.

- (b) The balance of the Purchase Price, as adjusted pursuant to the terms of this Agreement, shall be paid to Seller at Closing (as that term is hereinafter defined in Section 4 below) by cash, wire transfer or cashier's check.
- (c) Real estate taxes and assessments shall be prorated as of the Closing Date (as hereinafter defined). Real estate taxes shall be prorated on the basis of the then most current published assessed valuation, tax rate and equalization factor (which may be provided on the most recently available tax bill, if such bill contains the most current rates) for the Property.
- (d) The Closing shall take place on the Closing Date with the Title Company pursuant to separate written instructions of Seller and Purchaser. Seller shall pay one-half of the escrow fee charged by the Title Company; all costs of obtaining the basic owner's title insurance coverage for the Property; and all other closing costs and expenses customarily charged to sellers of real property in the local area. Purchaser shall pay the cost of any endorsements or extended title coverage desired by Purchaser or Purchaser's lender; all costs of obtaining a survey of the Property, if deemed necessary by Purchaser; all state and county and local transfer taxes; all state and county deed stamps; all recording fees; one-half of all escrow fees; and other costs and expenses not being paid by Seller which are normally charged to purchasers of real property in the local area.

4. CLOSING AND CONVEYANCE OF TITLE.

- (a) The closing ("Closing" or "Closing Date") of the purchase of the Property shall be held on the date which is thirty (30) days after the expiration of the Due Diligence Period at a time as mutually agreed upon by the parties.
- (b) Seller shall deliver to the Title Company, on or before the Closing Date, the following closing documents:
 - (i) a recordable special warranty deed conveying to Purchaser marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to real estate taxes and assessments, if any, for the current year which are a lien on the Property, but are not yet due and payable, easements and

restrictions of record, which special warranty deed shall include restriction language consistent with subsection (ii), below;

- (ii) the deed shall include use restriction language, applicable for a period of fifty (50) years from the date of recordation of the deed, limiting the use of the Property (the “Use Restriction”) to governmental purposes, including, but not limited to, office park, parking facilities, parks, health department functions, courts, and court related services. The Use Restriction shall specifically prohibit: (a) entertainment uses, public restaurants, gas stations, hotels, grocery stores and general retail uses, except a café for any judicial or administrative building and other uses incidental and ancillary to governmental purposes; and (b) the use of any portion of the Property for a county jail, detention facility or any other facility involving the housing of pre or post-conviction prisoners; provided, however, that the Use Restriction shall not prohibit use of the Property for temporary holding cells used in connection with transferring prisoners and/or criminal defendants to and/or from court facilities. In the event of any violation of the Use Restriction, Purchaser agrees that Seller would suffer irreparable harm, and agrees that Seller may seek injunctive relief ordering Purchaser to cease engaging in the violating use, as well as any other available remedy at law or equity. Purchaser further agrees that, in any proceeding in which Seller is seeking to enforce the Use Restriction via equitable relief for which the posting of security is required (including, without limitation, pursuant to C.R.C.P. 65(c)), Seller shall not be required to post security in any amount greater than One Thousand Dollars (\$1,000). . Inclusion of the Use Restriction in the deed is a material term of this Agreement, and constitutes valuable consideration being provided by Purchaser to Seller. Seller would not enter into this Agreement but for inclusion of the same.
- (iii) an Affidavit of Title covering the Property, in customary form;
- (iv) a settlement statement executed by Seller;
- (v) state and county real estate transfer tax declarations prepared and executed by Seller;
- (vi) an affidavit from Seller stating (a) its taxpayer identification number, and (b) it is not a “foreign person” within the meaning of Section 1445 et seq. of the Internal Revenue Code of 1986 as amended;
- (vii) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the

Title Company to fully effect and consummate the transaction contemplated hereby.

- (c) Purchaser shall deliver to the Title Company, on or before the Closing Date, the following closing documents:
 - (i) the Purchase Price;
 - (ii) a settlement statement executed by Purchaser;
 - (iii) state and county real estate transfer tax declarations prepared and executed by Purchaser, if applicable;
 - (iv) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transaction contemplated hereby.
- (d) Possession of the Property shall be delivered to Purchaser at Closing, free of all leases, tenancies, licensees and occupants.

5. CONTINGENCIES. Purchaser's obligation to close shall be contingent upon the satisfaction or waiver by Purchaser of the following:

- (a) Due Diligence Period. Purchaser may during the period commencing upon the Effective Date of this Agreement and ending at 5:00 p.m. Mountain time on the date which is - thirty (-30) days thereafter ("Due Diligence Period"), conduct a complete inspection of the Property and conduct any investigations, engineering, hazardous waste, title, survey and feasibility studies and analysis of the availability of all governmental approvals necessary for the Property, as Purchaser deems necessary or advisable in connection with the purchase of the Property. Purchaser shall have the right to extend the Due Diligence Period for an additional period of thirty (30) days upon delivery of written notice to Seller and upon payment of an additional deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00), which additional deposit shall be non-refundable when made but shall be applicable against the Purchase Price. If Purchaser determines in its sole discretion before the expiration of the Due Diligence Period, as the same may be extended, that the Property is unacceptable for Purchaser's purposes for any reason, Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of termination before the expiration of the Due Diligence Period, as the same may be extended, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement. If Purchaser elects to exercise its right to terminate this Agreement prior to the expiration of the Due Diligence Period, as the same may be extended, the Earnest Money and any interest paid by Title company thereon shall be returned to Purchaser.

- (b) Title. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser a title insurance commitment ("Title Commitment") from Title Company setting forth the condition of title to the Property, which Title Commitment shall be accompanied by the best available copies of any exceptions thereto. In the event the Title Commitment discloses that there are reservations, easements, restrictions, encroachments, conditions, rights of way or other matters or exceptions (collectively referred to as "Title Objections") which would in Purchaser's sole discretion, interfere with Purchaser's intended development on the Property, Purchaser shall have the right to notify Seller of such Title Objections in writing not later than thirty (30) days after its receipt of the Title Commitment ("Title Inspection Period"). Upon notifying Seller of any such Title Objections, Seller shall have five (5) days thereafter in which to elect to cure or remove such Title Objections. If Seller does not elect to cure or remove any such Title Objections within said five (5) day period, Purchaser shall have the option to terminate and cancel this Agreement by giving notice thereof to Seller within five (5) days after the expiration of said five (5) day election to cure period, and upon doing so, the Earnest Money shall be returned to Purchaser. If Purchaser does not give notice of Title Objections by the expiration of the Title Inspection Period, or if Purchaser has given notice of Title Objections and Seller does not elect to cure or remove same within five (5) days thereafter, and Purchaser fails to give such notice of termination within five (5) days after the expiration of said five (5) day election to cure period, then, in either event, the right of Purchaser to cancel this Agreement pursuant to this Section 5(b) shall expire, and Purchaser shall have no further right to terminate and cancel the Agreement pursuant to this Section 5(b).
- (c) Due Diligence Documents. Seller shall, within fifteen (15) days of the Effective Date, provide Purchaser with a copy of all existing surveys, plats, development plans, environmental reports, soils reports, engineering reports, mechanical, structural, architectural or construction documents, leases, covenants, conditions and restrictions, and any other documents affecting the Property and in Seller's possession and/or control.
- (d) Consideration. Seller and Purchaser mutually agree that the expenditure of considerable time, resources and expenses in connection with Purchaser's attempts to satisfy the conditions and contingencies contained in this Agreement ("Conditions") provides good and valuable consideration for Seller agreeing to enter into this Agreement. Accordingly, Seller and Purchaser each hereby waive their right to contest or challenge the enforceability of this Agreement where such contest or challenge is predicated upon the broad discretion afforded Purchaser in determining whether the Conditions have been satisfied.

6. ENTRY RIGHTS. At any time after the Effective Date, Purchaser and its agents, employees, contractors and representatives shall have the right, privilege and license of entering upon the Property for the purpose of making soil test borings, utility studies, surveys, asbestos and hazardous waste studies, feasibility studies, engineering studies and any other studies and investigations as Purchaser deems necessary or desirable in connection with its investigation of the Property. Prior to commencing any such testing or studies of the Property, Purchaser shall procure and maintain general public liability insurance containing limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and shall deliver to Seller a certificate of insurance naming Seller as an additional insured under said policy. Purchaser agrees to restore any damage done to the Property by Purchaser or anyone acting in Purchaser's behalf in making such inspections.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date:

- (a) Seller is a duly formed and validly existing limited liability company in good standing under the laws of the State of Missouri; Seller has been duly authorized to execute this Agreement and to consummate the transaction contemplated hereby; the persons executing this Agreement and all of the documents required to consummate the transaction contemplated hereby have been duly authorized to execute such documents and to bind Seller.
- (b) Seller is the owner in indefeasible fee simple title of the Property, subject to reservations, restrictions, easements and rights of way of record.
- (c) Seller is not a "foreign person" within the meaning of Section 1445(F)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Seller shall on the Closing Date provide Purchaser with all instruments and documents required by Section 1445 of the Code to comply therewith.

Except as otherwise expressly set forth herein, neither Seller nor any agent, representative, or employee of Seller has heretofore or is now making any representations or warranties of any kind whatsoever related to the physical, environmental or title condition of the Property. Purchaser is purchasing the Property "AS IS" and "WITH ALL FAULTS," including without limitation the stability of the soils, suitability for any construction or development, encroachment or boundary questions, drainage, zoning, availability of utilities, access, and similar matters. Purchaser is conducting its own inspections and due diligence with respect to all physical, environmental and other aspects of the Property. This Paragraph shall survive the Closing of the transaction hereunder.

8. NOTICES. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, if mailed by registered or certified mail, or (c) on the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by Express Mail postmark. All notices shall be addressed to the

addressee stated hereinbelow or at such other address as either party shall designate in writing in the manner hereinabove set forth.

Address of Seller:	THF Prairie Center Development, L.L.C. c/o Milan Green Management, L.L.C. 211 N. Stadium Blvd, Suite 201 Columbia, Missouri 65203 Attention: Manager
Address of Purchaser:	Adams County Government Center 4430 S. Adams County Parkway Suite C2436 Brighton, Colorado 80601 Attention: FFM-Division of Real Property Email: realestate@adcogov.org
Copy to:	Adams County Government Center 4430 S. Adams County Parkway Suite C5000B Brighton, Colorado 80601 Attention: County Attorney's Office Email: dedelstein@adcogov.org

9. BINDING UPON SUCCESSORS AND ASSIGNS. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10. SURVIVAL OF OBLIGATIONS. Each of the covenants, warranties, representations, agreements and indemnities contained in this Agreement shall be made as of the date of execution hereof and shall be deemed renewed upon and survive the date of Closing.

11. EMINENT DOMAIN. If, during the term of this Agreement, any portion of the Property shall be taken by eminent domain, or is the subject of eminent domain proceedings threatened or commenced, Seller shall promptly notify Purchaser thereof, and immediately provide Purchaser with copies of any written communication from any condemning authority. If any of said events occur then, in that event, Purchaser shall have the right to rescind the Agreement, in which event, this Agreement shall become null and void and the Earnest Money payment made shall be immediately returned to Purchaser. If any of said events occur and Purchaser still desires to Close, (a) if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Purchaser at Closing; (b) if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Purchaser at Closing hereunder; (c) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Purchaser hereunder; and (d) if Seller has

not received such payment at the time of Closing, Seller shall assign to Purchaser all claims and rights on account of or arising out of such taking.

12. MISCELLANEOUS AND STATE LAW. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs. If the day for performance of any action hereunder falls on a Saturday, Sunday, or legal holiday, then the time for performance shall be deemed extended to the next succeeding business day. The term "Effective Date" as used in this Agreement, shall mean the date the Agreement is approved by the Adams County Board of County Commissioners. This Agreement shall be construed under the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

13. BROKER'S COMMISSION. Seller represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than Sullivan Hayes Brokerage, representing the Seller, and Jones Lang LaSalle, representing the Purchaser (collectively, the "Brokers"). Seller agrees to indemnify and hold Purchaser harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Seller with respect to this transaction. Purchaser represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction other than Brokers and that no other broker, agent or other person brought about this transaction. Seller shall pay a commission to Brokers pursuant to a separate agreement(s).

14. PURCHASER'S DEFAULT. If all contingencies are satisfied and the sale and purchase of the Property as contemplated by this Agreement is not consummated because of Purchaser's default, then Seller shall retain the Earnest Money, and interest earned thereon as full liquidated damages for such default of Purchaser. **THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE THAT IT IS IMPOSSIBLE MORE PRECISELY TO ESTIMATE THE DAMAGE TO BE SUFFERED BY SELLER UPON PURCHASER'S DEFAULT, AND THAT RETENTION OF THE EARNEST MONEY AND INTEREST EARNED THEREON IS INTENDED NOT AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES.** The Seller's right to retain the Earnest Money and interest earned thereon as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to and hereby covenants that it shall not sue the Purchaser (a) for specific performance of this Agreement or (b) to prove that Seller's actual damages exceed the Earnest Money and interest earned thereon which is hereby provided Seller as full liquidated damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right and hereby covenants that it shall not sue Seller to recover the Earnest Money and interest earned thereon or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon and reasonable liquidated damages.

15. SELLER'S DEFAULT. If the sale and purchase of the Property as contemplated by this Agreement is not consummated in accordance with the terms and conditions of this Agreement because of Seller's default, the Purchaser may, at Purchaser's option: (a) terminate this Agreement by giving written notice of such termination to Seller, whereupon the Earnest

Money and interest on all of the Earnest Money shall be returned to Purchaser, and all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, or (b) seek and obtain specific performance of this Agreement.

16. PURCHASER IMPROVEMENTS. All improvements constructed on the Property shall be done in compliance with the Prairie Center Design Review/Architectural Review Guidelines, a copy of which has been provided to Purchaser. Purchaser shall, in connection with the construction of its improvements on the Property, install all access improvements required by the City of Brighton, including Justice Center Drive. Purchaser shall also install any improvements to Medical Center Drive (if required by the City) at the Judicial Center Drive access point. Purchaser's preliminary and final design/site plan, which shall take into account future commercial access to, and the development of, Lots 2A through 8 as shown in Exhibit B, shall be subject to Seller's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Purchaser shall provide as-built utility drawings for utilities installed in Judicial Center Drive, if any, to Seller upon completion of Purchaser's work. The provisions of this Section 16 shall survive the Closing indefinitely.

17. INTENTIONALLY OMITTED.

18. ASSIGNMENT OF AGREEMENT. This Agreement shall be capable of being assigned by Purchaser, but such assignment shall not release Purchaser of any of its obligations hereunder. Purchaser shall give Seller written notice of any such assignment. In addition, Purchaser may direct Seller to deed the Property to an entity other than Purchaser.

19. MODIFICATIONS. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change or discharge is sought.

20. WAIVER. Either party shall have the right to waive any condition or contingency in this Agreement for the benefit of the party granting such waiver. Any such waiver shall be in writing and shall be signed by the party waiving such condition or contingency.

21. PIF COVENANT AND IMPLEMENTATION

- (a) Seller has recorded with the Clerk and Recorder of Adams County, Colorado on December 28, 2006 at Reception No. 2006001013016, a Declaration of Covenants Imposing and Implementing the Bromley Park Public Improvements Fee dated December 26, 2006 (as amended, the "**PIF Covenant**") for the purpose of financing the costs of planning, acquiring, designing, constructing, installing, operating and maintaining the public infrastructure improvements and associated land acquisitions necessary for the Prairie Center development (the "**Public Improvements**"), together with the interest, reserve, administrative, issuance and other costs of obtaining and repaying such financing (collectively, the "**Public Improvements Costs**"). Prairie Center Metropolitan District Nos. 1-10, each a quasi-municipal corporation and

political subdivision of the State of Colorado, were organized pursuant to the Special Districts Act, C.R.S. § 32-1-101, *et seq.*, in order to, among other things, provide for and facilitate the planning, design, engineering, financing, acquiring, construction, completion, maintenance, replacement and repair of the Public Improvements. Tenant acknowledges that the Public Improvements Costs will be paid for, in whole or in part, through the imposition, through the recording of the Bromley Park PIF Covenant of a public improvements fee (“**PIF**”) against all “PIF Sales” and “Use Tax Activities” (as those terms are defined in the PIF Covenant). The PIF may be in lieu of and/or in addition to a portion of the sales tax and/or use tax levied by the City of Brighton (“**City**”). Purchaser acknowledges the foregoing and acknowledges and agrees that the PIF Covenant is binding upon the Property and Purchaser. Purchaser acknowledges and agrees that (i) Purchaser shall assess, collect and remit the PIF with respect to PIF Sales occurring from or within any portion of the Property as set forth in the PIF Covenant and PIF Sales guidelines (as set forth in the PIF Covenant), and (ii) in the event Purchaser or any other person or entity intends to engage in an Use Tax Activity within the Property from time to time, prior to commencing any construction activities as part of such Use Tax Activity, Purchaser shall remit (or in the event Purchaser’s Tenant (defined below) or another person or entity intends to engage in such Use Tax Activity within the Property, Purchaser will cause such Tenant, person or entity to remit) the PIF with respect to such Use Tax Activity as set forth in the PIF Covenant and Use Tax Activity guidelines (as set forth in the PIF Covenant). Whether or not collected from customers, Purchaser shall so remit the PIF assessed or assessable with respect to each PIF Sales occurring from or within any portion of the Property.

- (b) Purchaser acknowledges and agrees that Purchaser and its tenants, licensees and concessionaires (collectively, “**Tenants**”) engaging in PIF Sales shall design and structure their point of sale cash register receipt (the “**Receipt**”) in such a manner that the Receipt reasonably discloses to the consumer that the PIF is being charged to the consumer in addition to and with all applicable state, county and city sales taxes. At a minimum, such disclosure shall include (i) either separate line items for sales tax and PIF subtotals, or a modification of the sales tax line on the Receipt to read “Sales Tax & PIF”, and (ii) the inclusion of text at the bottom of the Receipt to specify that the transaction is subject to a private PIF and sales taxes totaling ____% on the taxable items, including the PIF. The inclusion of text at the bottom of the Receipt shall further specify what portion of the total percentage is comprised of the PIF, as the PIF percentage may be amended from time to time. Purchaser and its Tenants shall post a placard at each point of sale, which, at a minimum, describes the PIF, discloses the PIF percentage charged to the consumer, further explains the “Sales Tax & PIF” line on the Receipt and provides information concerning where to receive additional information regarding the PIF. The placard text shall be materially consistent with the following language: “Notice to Our

Customers: In addition to sales tax, your purchase today will include a ____% public improvements fee or "PIF" to fund construction of roads, street lights, utilities, open space and other public improvements that make the Prairie Center project possible. The PIF is not a government tax, but instead is a privately imposed fee. The "Sales Tax & PIF" line item on your receipt reflects both your sales taxes and the PIF. Please note that the PIF itself is also subject to city, county and state sales tax of 1%. For additional information on the PIF, you may contact _____".

- (c) In the event of any discrepancy between this Section 20 and the PIF Covenant, the terms and provisions of the PIF Covenant shall control. This Section 20 shall survive the Closing so long as the PIF remains in effect.

22. DISTRICT FACILITIES FEES. Purchaser acknowledges that the Property is located within the boundaries of Prairie Center Metropolitan District No. 10 (the "**Prairie Center District**") providing Public Improvements to the Property and that the Prairie Center District has established a facilities fee, to be no more than \$0.75 per square foot for the original construction, and other fees applicable to the Property and all other similarly situated properties throughout such Prairie Center District's Service Area (the "**Facilities Fees**"), and that the Facilities Fees applies to and is an encumbrance upon the Property. Purchaser acknowledges and agrees that Purchaser shall pay the Facilities Fees and shall not object, oppose or otherwise challenge the Facilities Fees. This Section 22 shall survive the Closing indefinitely.

23. SPECIAL TAXING DISTRICT DISCLOSURE AND AGREEMENTS. THE PROPERTY MAY BE LOCATED IN ONE OR MORE SPECIAL TAXING DISTRICTS. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

24. PILOT AGREEMENT. Purchaser acknowledges that, that certain Agreement Concerning Payment in Lieu of Taxes entered into on May 3, 2006 by Seller, Bromley Park Metropolitan District No. 5 ("BP District") and the Current Owners (as that term is defined therein) ("PILOT Agreement") is binding upon and a valid and existing encumbrance upon the Property and is binding upon and inures to the benefit of the Property Owners (as that term is defined in the PILOT Agreement). Purchaser further acknowledges that the Prairie Center District may enter into an intergovernmental agreement ("IGA") with the BP District whereby the Prairie Center District may impose a mill levy on the Property in an amount equal to the PILOT Payment (as defined in the PILOT Agreement) for the Property (and in addition to any other mill

levies the Prairie Center District may impose on the Property), and collect and pay over such mill levy revenues to the BP District in satisfaction of Purchaser's obligation to pay the PILOT Payments under the PILOT Agreement. Purchaser shall not object, oppose or otherwise challenge the IGA.

25. RISK OF LOSS. The risk of loss or damage to the Property until the Closing shall be borne by Seller.

26. TIME IS OF ESSENCE. Time is of the essence in this Agreement.

27. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto, represents the entire agreement and understanding of the parties hereto with reference to the transactions set forth herein, and no representations, warranties or covenants have been made in connection with this Agreement other than those expressly set forth herein, in the Exhibits, certificates, agreements and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. The Exhibits attached hereto are a part of this Agreement as if fully set forth herein.

28. This Agreement replaces and supersedes the Agreement previously approved by the Adams County Board of County Commissioners on September 10, 2024.

IN WITNESS WHEREOF, Purchaser has executed this Agreement as of the ____ day of July, 2024.

PURCHASER:

ADAMS COUNTY

By: _____
Name: _____
Title: _____

This Agreement is agreed to and accepted by Seller this 20th day of December, 2024.

SELLER:

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.

By: THF PRAIRIE CENTER INVESTORS,
L.L.C., its Manager

By: Milan Green Management, L.L.C.,
its Manager

By: 
57E6E40E46B9470...
Robert J. Jakubeck, Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2 of Bromley Park Filing 201, Second Amendment, City of Brighton, County of Adams,
State of Colorado



EXHIBIT B

