

**REDEVELOPMENT AGREEMENT
302 CONIFER STREET**

This Redevelopment Agreement (the “**Agreement**”) is made and entered into effective as of the ____ day of _____, 2025, (the “**Effective Date**”) by and between the FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “**Authority**”), and 302 CONIFER, LLLP, a Colorado limited liability limited partnership (the “**Developer**”).

RECITALS

WHEREAS, the Developer is the owner of the property that is the subject of this Agreement (the “**Property**”) described as follows Lot 13, Block 5, Replat No. 1 of Evergreen Park, City of Fort Collins, County of Larimer, State of Colorado; and

WHEREAS, the Developer proposes to develop the Property as the Project (as defined below), consisting of a deed-restricted multi-family community for low-moderate and middle-income residents, with approximately 59 units restricted to household incomes at 80% or less of area median income and subject to property tax abatement through a partnership with Housing Catalyst, and approximately 17 dwelling units subject to property taxation; and

WHEREAS, the City of Fort Collins, Colorado (the “**City**”) is a home rule municipality and political subdivision of the State of Colorado (the “**State**”) organized and existing under the City’s home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, on January 5, 1982, the Fort Collins City Council (the “**Council**”) adopted Resolution 82-10, adopting findings and establishing the Authority as an urban renewal authority pursuant to Colorado Revised Statutes, Part 1 of Title 31, Article 25, as amended (the “**Act**”); and

WHEREAS, by Resolution 2004-151, adopted and approved on December 21, 2004, the Council found and declared that the North College Urban Renewal Plan Area described in such Resolution (the “**Plan Area**”) is a blighted area, as described in the Act, appropriate for an urban renewal project; and

WHEREAS, by Resolution 2004-152, adopted and approved on December 21, 2004, the Council adopted the North College Urban Renewal Plan (the “**Plan**”) for the Plan Area; and

WHEREAS, the Property is located within the Plan Area; and

WHEREAS, as clarified in Resolution 2015-106 adopted by Council on December 1, 2015, the Plan authorizes the Authority to promote and assist various urban renewal undertakings and activities within the Plan Area as part of a single urban renewal project; and

WHEREAS, the purpose of this Agreement is to assist one such undertaking in furtherance of the Plan to eliminate blight in the Plan Area consistent with the purposes, policies, goals, and objectives of the Authority, the Plan and the Act; and

WHEREAS, pursuant to the Plan, the property taxes for property within the Plan Area have been divided as authorized in the Act to establish property tax increment for the Authority to collect and use to fund urban renewal undertakings and activities benefiting the Plan Area; and

WHEREAS, by entering into this Agreement, the Developer is agreeing to pursue the urban renewal undertakings and activities hereafter described to eliminate and prevent blight, by clearing, rehabilitating and redeveloping the Property in furtherance of the Plan and consistent with the Act; and

WHEREAS, due to the significant investment required for the Project, the deed restrictions for low-moderate and middle-income housing would not be financially feasible through traditional private investment and financing mechanisms alone; and

WHEREAS, the Authority's Board of Commissioners has determined by its adoption of Resolution No. ____ on _____, 2025, approving this Agreement that the Project will be consistent with and in furtherance of the Plan.

AGREEMENT

NOW THEREFORE, in consideration of the promises and the mutual obligations of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows.

SECTION 1. DEFINITIONS

In this Agreement, unless the context clearly requires otherwise, the following words and terms when capitalized shall have the following meanings:

"302 Conifer Deficit" has the meaning set forth in Section 3.5.

"Act" means Colorado Revised Statutes, Part 1 of Title 31, Article 25, as amended.

"Agreement" has the meaning set forth in the Preamble to this Agreement.

"Authority" means the Fort Collins Urban Renewal Authority, a body corporate and politic of the State.

"Certificate of Occupancy" means a final, unconditional certificate of occupancy issued for the Improvements on the Property by the City's building official under Code Chapter 5, or a conditional certificate of occupancy, provided that the Authority, in its sole discretion, first determines that the conditional certificate of occupancy is sufficient given the circumstances and purposes of the Authority.

"City" means the City of Fort Collins, a home rule municipality and political subdivision of the State.

“Code” means the City’s Municipal Code.

“Commence Construction” and **“Commencement of Construction”** means the visible commencement by or on behalf of the Developer of actual physical construction and operations on the Property for the erection of the Improvements, including, without limitation, obtaining permits and licenses for and installation of a permanent required construction element, such as any site utilities, an access drive, any detention facilities, a caisson, a footing, a foundation or a wall.

“Complete Construction” and **“Completion of Construction”** each mean that: (1) construction of the Project is complete under applicable laws, ordinances and regulations; (2) a Certificate of Occupancy has been issued for the Improvements; and (3) the Improvements have been constructed for the future use contemplated under this Agreement.

“Control” or **“Controlled”** by, with respect to any entity, means possession of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of the majority of voting rights or securities, by contract, or otherwise.

“Council” means the City Council of the City.

“County” means the County of Larimer, State of Colorado.

“Default” has the meaning set forth in Sections 6.1 and 6.2.

“Developer” means 302 CONIFER, LLLP, a Colorado limited liability limited partnership.

“Development Agreement” means the development agreement for the Project, once the same has been approved by the City and recorded against the Property in the Larimer County, Colorado records.

“Effective Date” has the meaning set forth in the Preamble to this Agreement.

“Eligible Costs” means actual property taxes paid by the Developer to the County Treasurer for the Property, excluding any penalties, interest, or fees.

“Existing Authority Debt” has the meaning set forth in Section 3.5.

“Project Development Plan” means the project development plan for the Project once the same has been approved by the City under the Land Use Code.

“Improvements” means all the improvements the Developer is required to construct to achieve Completion of Construction of the Project in accordance with the Project Development Plan and the Development Agreement.

“Land Use Code” means the City’s Land Use Code.

“**Party**” or “**Parties**” means a party or the parties to this Agreement, as first identified above.

“**Plan**” means the North College Urban Renewal Plan.

“**Plan Area**” means the area described in the Plan.

“**Project**” means the design, construction and reconstruction of all Improvements, including but not limited to infrastructure, parking, streets, buildings, structures, signage, and landscaping to be constructed or installed on the Property pursuant to the Project Development Plan and Development Agreement, and includes, but is not limited to, the Improvements.

“**Reimbursement Cap**” means the amount of \$100,000.00.

“**Reimbursement Conditions**” has the meaning set forth in Section 3.2.

“**Reimbursement Obligation**” means the Authority’s obligation under this Agreement to reimburse the Developer for the Eligible Costs up to the Reimbursement Cap.

“**Reimbursement Period**” means the ten (10) year period following the date of Completion of Construction.

“**Related Entity**” means any entity wholly owned or Controlled by the Developer. For this definition, the term “owned” means the ownership of 100% of the ownership interests in the entity.

“**State**” means the State of Colorado.

“**Subsequent Authority Debt**” has the meaning set forth in Section 3.5.

“**Tax Increment**” means the total of property taxes that the Authority is entitled to receive each year from the Larimer County Treasurer under the Plan from the Property as authorized in the Act and as calculated in Section 3.3.1 of this Agreement.

SECTION 2. DEVELOPER OBLIGATIONS

2.1 **Intentionally Deleted.**

2.2 **Design and Construction of the Project.** The Developer is responsible for obtaining and reviewing all information that the Developer believes is necessary or desirable to fulfill its obligations under this Agreement. The Developer shall have no obligation to commence or complete construction of the Project, however, the Authority agrees to only reimburse the Developer for Eligible Costs upon fulfillment of the Reimbursement Conditions. Subject to the foregoing, the Developer agrees to use good faith, commercially reasonable efforts to design and construct the Project in accordance with this Agreement. For construction of the Project, the Developer agrees to select contractors that the Developer’s architect deems qualified by experience

to construct a Project of this quality and caliber. Regardless of the costs incurred by the Developer for the Project or for the payment of property taxes for the Property, the Authority's Reimbursement Obligation shall not exceed the Reimbursement Cap.

2.3 Approval of the Project Development Plan, Development Agreement, and Construction Documents. The Developer shall prepare and obtain the approval of the City, including, but not limited to, the City's development review process, of the Project Development Plan, the Development Agreement, and all construction documents related to construction of the Project.

2.4 Construction of the Project. If the Developer elects to proceed with the Project, then the Developer shall Commence Construction and Complete Construction of the Project in accordance with the City's applicable standards and requirements. All construction activities shall conform to all applicable laws, codes, ordinances, and policies, including, but not limited to, those of the City.

2.5 Books and Accounts; Financial Statement. The Developer shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of amounts paid out, and such other calculations, allocations and payments to construct the Project.

2.6 Inspection of Records. All books, records and reports in the possession of the Developer relating to the Project shall at all reasonable times and subject to not less than two (2) business' days advance written notice be open to inspection (at the Authority's expense) by such accountants or other agents as the Authority may from time to time designate, not more than two (2) times per calendar year.

2.7 Restrictions on Assignment and Transfer. Except as hereinafter permitted, prior to the expiration of the Reimbursement Period, the Developer shall not assign or transfer all or any part of or any interest in this Agreement or the Property without the prior written approval of the Authority, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 2.7 (a) an assignment or transfer shall include a change of the parties in Control of the Developer and (b) unreasonably withheld, conditioned or delayed shall mean failing to approve within ten (10) business days without identifying legitimate concerns of the Authority related to, but not limited to, the generation of the Tax Increment, the capacity of the assignee or transferee to Complete Construction and operate the Project, and the preservation and promotion of the Plan. The Developer shall, upon the Developer's gaining of knowledge thereof, promptly notify the Authority of any and all changes in the identity of the parties in Control of the Developer and the degree of Control thereof. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Approval of an assignment or transfer by the Authority shall not relieve the Developer of its obligations to Complete Construction of the entire Project, unless the Authority agrees in writing. The foregoing restriction on assignment and transfer in this Section 2.7 shall terminate upon the expiration of the Reimbursement Period.

Notwithstanding the foregoing, but subject to the Authority's receipt and prior written approval of all relevant documents confirming such transfer or assignment, which approval shall not be unreasonably withheld, conditioned or delayed, the Developer may: (i) assign this

Agreement and transfer the Property to a Related Entity of the Developer; (ii) collaterally assign its right to receive reimbursement under this Agreement to any lender or other party that provides acquisition, construction, working capital, tenant improvement or other financing to the Developer in connection with development of the Project, provided that any document assigning the Developer's right to receive reimbursement hereunder shall expressly provide that no reimbursement will be made by the Authority unless and until Completion of Construction of the entire Project by the Developer under the terms of this Agreement; and (iii) enter into a contract to sell all or a portion of the Project upon or after Completion of Construction, provided that no such sale may occur prior to expiration of the Reimbursement Period without the Authority's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Except when a permitted assignee expressly assumes such obligation, no permitted assignment of this Agreement or transfer of the Property shall relieve the Developer of its obligation to Complete Construction of the entire Project under this Agreement.

Any assignment or transfer of the Developer's rights or obligations under this Agreement without the Authority's prior written consent or approval as required by this Section 2.7 shall be deemed null and void and of no effect; provided, however, in the event of a conveyance of the Property in a foreclosure action or similar proceeding by a deed in lieu of foreclosure, in connection with any deed of trust encumbering the Property (collectively, a "**Foreclosure Action**"), and the conveyance immediately after such Foreclosure Action, the Developer may, without the written consent of Authority, convey its interest in the Property and such successor to the Developer shall continue to have the right to receive reimbursement hereunder upon fulfillment of the Reimbursement Conditions.

2.8 **Progress Reports.** Until Completion of Construction of the Project, the Developer shall make reports in such detail and at such times as the Authority may reasonably request as to Developer's progress with respect to the Commencement of Construction and to the progress of the Completion of Construction.

2.9 **Completion of Construction.** Notwithstanding anything to the contrary in this Agreement, if Completion of Construction for the Project has not occurred as of December 31, 2030, this Agreement shall automatically terminate unless extended by written agreement of the Parties.

SECTION 3. AUTHORITY OBLIGATIONS

3.1 **Reimbursement Obligations/Reimbursement Caps.** The Authority agrees to reimburse the Developer for the Eligible Costs as hereafter provided in satisfaction of the Reimbursement Obligation, but in a total amount not to exceed the Reimbursement Cap.

3.2 **Conditions for Reimbursement.** The Reimbursement Obligations are conditioned upon fulfillment of the following conditions (collectively, the "**Reimbursement Conditions**"):

3.2.1 Completion of Construction of the Project has occurred in conformance with all Project-related requirements set forth in this Agreement, including, without limitation, those in Sections 2.2, 2.3, and 2.4 of this Agreement.

3.2.2 Developer has provided to the Authority a letter from each lender with debt in place within 30 days of Completion of Construction (including the Colorado Housing and

Financing Authority and Bellwether Enterprise Real Estate Capital, LLC, an Ohio limited liability company, or their successors and assigns, if applicable), dated within 30 days of the first disbursement of the Reimbursement Obligation and confirming that the respective loans extended to Developer by any such lenders are in good standing, with no existing defaults or events of default, and that all payments due and payable as of the date of such confirmation have been made in full.

- 3.2.3 Developer has provided to the Authority a copy of the final executed and recorded Development Agreement approved by the City, if required.
- 3.2.4 The Authority has verified that all of Developer's representations and warranties, as set forth in Section 5.1 of this Agreement, have been met and kept current. The Authority may delay payment of any payment under this Agreement until the Developer provides reasonable evidence of full compliance with said representations and warranties as requested by the Authority in the reasonable exercise of its discretion.
- 3.2.5 The Reimbursement Obligations are limited to reimbursement for Eligible Costs. As a condition to reimbursement for Eligible Costs, the Developer shall provide the Authority with documentation of the Eligible Costs, including evidence of payment to the County Treasurer of the actual property taxes paid for the Property, in a form reasonably satisfactory to the Authority. After the Developer has submitted all required documentation of the Eligible Costs, the Authority shall have forty-five (45) business days thereafter to review such documentation, and to notify the Developer of the Authority's determination of eligibility, the reimbursable amount, and the total of the Reimbursement Obligation. The Authority's failure to complete its review of the documentation and to notify the Developer of the results of that review within that forty-five (45) business day period, shall be deemed approval by the Authority of the Developer's submitted Eligible Costs.

3.3 Reimbursement Payments for Eligible Costs. After the Developer has timely satisfied all of the conditions in Section 3.2 of this Agreement, the Authority shall reimburse the Developer for the Eligible Costs portion of the Reimbursement Obligations in the following manner:

- 3.3.1 During the Reimbursement Period, the Developer may request reimbursement from the Authority for Eligible Costs paid during up to three (3) years within the Reimbursement Period, which such three (3) years may be selected at the Developer's sole discretion and need not be consecutive. Each request for reimbursement must be made no later than nine (9) months following the full and final payment of the Eligible Costs for which reimbursement is requested. Upon the Authority's receipt of a request for reimbursement and the Authority's determination that all of the Reimbursement Conditions for such reimbursement have been fulfilled, the Authority shall reimburse the Developer for the Eligible Costs requested.
- 3.3.2 Notwithstanding anything in this Section 3.3 to the contrary, the Authority's total of all reimbursement payments for Eligible Costs shall not exceed the Reimbursement Cap.
- 3.3.3 The Authority shall make the reimbursement payments for Eligible Costs to the Developer until the earlier of the following: (1) the Authority has reimbursed the

Developer a total amount equal to the Reimbursement Cap; (2) the Developer has requested and the Authority has reimbursed the Developer for a total of three (3) years of Eligible Costs; or (3) the Reimbursement Period has expired. Upon the occurrence of the earlier of these events, the Authority shall have no further obligation to the Developer for reimbursements under this Section 3.3; provided, however, that the expiration of the Reimbursement Period shall not relieve the Authority of the obligation to reimburse the Developer for its Eligible Costs pursuant to a timely request by the Developer made during the Reimbursement Period.

3.4 Limitation. The Authority shall not enter into any agreement or transaction that impairs the rights of the Developer under this Agreement, including, without limitation, the right to receive reimbursement for the Eligible Costs allocated to it under the procedures established in this Agreement; provided, however, nothing herein shall preclude the Authority from entering into other financial obligations, or other financial obligations regarding the Plan and the Plan Area, so long as the Authority in its reasonable discretion concludes its actions do not and will not in the future interfere with its obligations under this Agreement.

3.5 Subordination. Notwithstanding anything herein to the contrary, the Authority's Reimbursement Obligations to the Developer under this Agreement shall be subordinated and junior in priority to any and all other existing indebtedness the Authority has incurred in connection with other urban renewal undertakings and activities under the Plan prior to the date of this Agreement, which shall include, without limitation, all bonds issued, redevelopment agreements entered into, and any other debt obligations incurred by the Authority under the Plan for other urban renewal undertakings and activities in the Plan Area prior to the date of this Agreement (collectively, "**Existing Authority Debt**"). Therefore, the Developer acknowledges and agrees that in the event in any year under this Agreement the Authority does not have sufficient funds to make all or any portion of its reimbursement payments to the Developer under this Section 3 because of the Authority's payment obligations for Existing Authority Debt (the "**302 Conifer Deficit**"), the Authority's obligation to the Developer for that year shall be limited to only those Plan Area funds the Authority has available after payment of all of its obligations for Existing Authority Debt. The Authority shall pay the 302 Conifer Deficit in subsequent years if and to the extent the Authority has excess funds available after payment of Existing Authority Debt and the Authority's Reimbursement Obligation owed to the Developer under this Agreement in such subsequent years, but only to the extent the Reimbursement Cap is not exceeded. Any and all indebtedness the Authority incurs in connection with other urban renewal undertakings and activities under the Plan subsequent to the date of this Agreement, which shall include, without limitation, all bonds issued, redevelopment agreements entered into, and any other debt obligations incurred by the Authority under the Plan for other urban renewal undertakings and activities in the Plan Area subsequent to the date of this Agreement ("**Subsequent Authority Debt**") shall be subordinated and junior in priority to the 302 Conifer Deficit.

SECTION 4. INSURANCE AND INDEMNIFICATION

4.1 Insurance. At all times after the date of this Agreement during which the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the

Commencement of Construction until Completion of Construction of the Project, the Developer shall carry, or cause its general contractor to carry, and, upon request, will provide to the Authority certificates of insurance as follows:

- 4.1.1 Builder's risk insurance (with a deductible not to exceed \$35,000) in an amount equal to 100% of the projected replacement value of the Improvements at the date of Completion of Construction;
- 4.1.2 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than \$1,000,000. Such insurance may carry a deductible in an amount not to exceed \$35,000 per claim for property damage and \$35,000 per claim for employee benefits; and
- 4.1.3 If required by applicable law, worker's compensation insurance, with statutory coverage, including the deductible permitted by statute.

All such insurance policies shall be issued by responsible companies selected or approved by the Developer, subject to the reasonable approval of the Authority. Prior to Commencement of Construction, the Developer shall deliver to the Authority policies or certificates evidencing or stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and to the Authority at least 30 days before the date the cancellation or modification becomes effective and shall name the Authority and the City as additional insureds, specifying that the insurance shall be treated as primary insurance.

4.2 Indemnification. The Developer shall defend, indemnify, assume all responsibility for and hold the Authority, the Authority's commissioners, the City, the Council members, and the officers and employees of the City and the Authority harmless (including, without limitation, for attorneys' fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by acts or omissions of the Developer under this Agreement or in connection with the Project, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 The Developer represents and warrants, as of the date of this Agreement, as follows, with a continuing obligation to notify the Authority of changes to the same through the completion of payment of the Reimbursement Obligation by the Authority:

- 5.1.1 The Developer is a limited liability limited partnership that is qualified to do business in the State of Colorado, and has the legal capacity and the authority to enter into and perform its obligations under this Agreement. The Developer has duly authorized the execution, delivery and performance of this Agreement;
- 5.1.2 The execution and delivery of this Agreement and such documents and the performance and observance of their terms, conditions and obligations have been duly and validly authorized by all necessary action to make this Agreement and such documents and such performance and observance are valid and binding upon the Developer;

- 5.1.3 To the Developer's current, actual knowledge, the execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not:
 - 5.1.3.1 conflict with or contravene any law, order, rule or regulation applicable to the Developer or to its governing documents;
 - 5.1.3.2 result in the breach of any terms or provisions of, or constitute a default under, any agreement or other instrument to which the Developer is a party or by which the Developer may be bound or affected; or
 - 5.1.3.3 permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Developer;
 - 5.1.4 To the Developer's current, actual knowledge, there is no litigation, proceeding, initiative, referendum, or investigation or any threat of the same contesting the powers of the Developer with respect to this Agreement not disclosed in writing to the Authority; and
 - 5.1.5 The Developer has the legal ability to perform its obligations under this Agreement and has the financial ability, through borrowing or otherwise, to complete the Project, subject to the terms and conditions of this Agreement. This Agreement constitutes a valid and binding obligation of the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity; and
 - 5.1.6 The Developer is in compliance with any existing regulatory agreements or affordable housing covenants recorded against the Property.
- 5.2 The Authority represents and warrants as of the date of this Agreement the following:
- 5.2.1 The Authority is an urban renewal authority duly organized and existing under applicable law and has the right, power, legal capacity, and the authority to enter into this Agreement and has authorized the execution, delivery and performance of this Agreement by proper action of its Board of Commissioners;
 - 5.2.2 To the Authority's current, actual knowledge, there is no litigation or threatened litigation, proceeding or investigation contesting the powers of the Authority or its officials with respect to this Agreement not disclosed to the Developer;
 - 5.2.3 To the Authority's current, actual knowledge, after reasonable inquiry, the execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not:
 - 5.2.3.1 conflict with or contravene any law, order, rule or regulation applicable to the Authority or to its governing documents,
 - 5.2.3.2 result in the breach of any terms or provisions of, or constitute a default under, any agreement or other instrument to which the Authority is a party or by which it may be bound or affected, or
 - 5.2.3.3 permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Authority; and
 - 5.2.4 This Agreement constitutes a valid and binding obligation of the Authority, enforceable according to its terms, except to the extent limited by bankruptcy,

insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Authority will defend the validity of this Agreement in the event of any litigation arising hereunder that names the Authority as a party or which challenges the authority of the Authority to enter into or perform its obligations hereunder.

SECTION 6. DEFAULT AND REMEDIES

6.1 Default by Developer. “**Default**” by Developer under the Agreement shall mean one or more of the following events:

- 6.1.1 The Developer, in violation of Section 2.7 of this Agreement, assigns this Agreement or transfers any part of the Property, or any rights in the same;
- 6.1.2 There is any change in Control of the Developer or in the identity of the parties in Control of the Developer that violates this Agreement; or
- 6.1.3 The Developer fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

If any Default is not cured within the time allowed in Section 6.3 of this Agreement then the Authority may exercise any remedy available under this Agreement.

6.2 “**Default**” by the Authority under the Agreement shall mean one or more of the following events:

- 6.2.1 The Authority fails to pay the Reimbursement Obligation in violation of this Agreement; or
- 6.2.2 The Authority fails to observe or perform any material covenant, obligation or agreement required of it under this Agreement.

If any Default is not cured within the time allowed in Section 6.3 of this Agreement then the Authority may exercise any remedy available under this Agreement.

6.3 Notice and Cure. Upon a Default by either Party, that Party shall, upon written notice from the non-defaulting Party, proceed diligently to cure or remedy the Default and shall have cured the Default within 30 days after receipt of such notice, or shall have commenced the cure and diligently pursued it to completion within a reasonable time if the cure cannot reasonably be accomplished within 30 days.

6.4 Remedies on Default. Whenever any Default occurs and is not cured under Section 6.3, the non-defaulting Party may take any one or more of the following actions:

- 6.4.1 Suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed reasonably adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement;
- 6.4.2 Terminate this Agreement; or
- 6.4.3 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.

6.5 Delays; Waivers. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under the Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights. No waiver in fact made by a Party with respect to any specific default by the other Party under the Agreement shall be considered or treated as a waiver of the rights with respect to any other defaults by the other Party under the Agreement or with respect to the particular default except to the extent expressly waived in writing. The Parties intend that this provision will enable each Party to avoid the risk of being limited in the exercise of a remedy provided in the Agreement by waiver, laches or otherwise in the exercise of such remedy at a time when it may still hope to resolve the problems created by the default involved.

6.6 Enforced Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure result from acts of God, fires, floods, strikes, labor disputes, accidents, regulations, order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

6.7 Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement are cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by any other Party.

SECTION 7. MISCELLANEOUS

7.1 Antidiscrimination. The Developer, for itself and its successors and assigns, agrees that in the completion of the Project provided for in this Agreement and in the use and occupancy of the Property, the Developer will not discriminate against any employee or applicant for employment otherwise qualified because of race, color, creed, religion, sex, sexual orientation, age, disability (subject to the availability of a reasonable accommodation of the disability), marital status, ancestry, or national origin.

7.2 Title of Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting its provisions.

7.3 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement except with respect to those rights and protections granted to the City under this Agreement.

7.4 Venue and Applicable Law. Any action arising out of this Agreement shall only be brought in the Larimer County District Court and the laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to its conflicts of law provisions.

7.5 Non-liability of Officials, Agents and Employees. No Council member, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under this Agreement or in the event of any default or breach

by the City or Authority or for any amount that may become due to the Developer under this Agreement. No official, employee, consultant, attorney or agent of the Developer shall be personally liable to the Authority or the City under this Agreement or in the event of any default or breach by the Developer or for any amount that may become due to the Authority or the City under this Agreement.

7.6 Authority and City Not a Partner. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, neither the Authority nor the City shall be deemed or represented as a partner or joint venturer of the Developer or any contractor or subcontractor performing work on the Property or the Project. Neither the Authority nor the City shall be responsible for any debt or liability of the Developer, or its managers or members, or such contractor or subcontractor.

7.7 Integrated Contract. This Agreement is an integrated contract and invalidation of any of its provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect unless the Parties otherwise agree to a written amendment.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

7.9 Notices. A notice, demand, or other communication under this Agreement by any party to the other shall be in writing and sufficiently given if delivered in person or if it is delivered by overnight courier service with guaranteed next-day delivery, by certified mail, return receipt requested, postage prepaid, in person, or by e-mail upon acknowledged receipt, and:

7.9.1 In the case of the Developer, is addressed to or delivered to the Developer, as follows:

c/o The Szanton Company
302 Conifer, LLLP
4100 E Mississippi Ave, 4th Floor
Denver, Colorado 80246
Attn: Carl Szanton
E-mail: cszanton@szantoncompany.com

With a copy to:
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, Colorado 80202
Attn: Melinda Pasquini
E-mail: YMPasquini@hollandhart.com

7.9.2 In the case of the Authority, is addressed to or delivered to the Authority as follows:

Fort Collins Urban Renewal Authority
300 LaPorte Avenue

PO Box 580
Fort Collins, CO 80522
Attn: Josh Birks, Acting Executive Director
E-mail: JBirks@fcgov.com

With a copy to:
Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, Colorado 80202
Attn: Caitlin Quander
E-mail: cquander@bhfs.com

or at such other substituted address as the affected party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice provided by in-person delivery or by overnight courier shall be considered delivered as of the verified date of delivery. Notice provided by regular U.S. Mail shall be considered delivered three (3) days after the date of deposit with the U.S. Postal Service.

7.10 Good Faith of Parties. In performance of the Agreement or in considering any requested extension of time or in giving any approval, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold, condition or delay any approval required by this Agreement.

7.11 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or other day on which either national banks or the office of the Clerk and Recorder of Larimer County, Colorado, is not open for the regular transaction of business, the day for performance shall be deemed to be the next day on which the banks or Clerk and Recorder are open for the transaction of business.

7.12 Further Assurances. Each Party agrees to execute such documents and take such action as shall be reasonably requested by the other Party to confirm, clarify or effectuate this Agreement.

7.13 Certifications. Each Party agrees to execute such documents as the other Party may reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party may reasonably request.

7.14 Amendments. This Agreement shall not be amended except by written instrument. Each amendment, which shall be in writing and signed and delivered by the Parties, shall be effective to amend the provisions hereof. Minor changes consistent with this Agreement may be approved administratively by senior staff of each Party.

7.15 Survival of Representations, Warranties and Covenants. No representations or warranties whatever are made by any Party except as expressly set forth in this Agreement. The representations, warranties and indemnities made by the Parties and the covenants and agreements to be performed or complied with by the respective Parties shall be deemed to be continuing and

shall survive termination or expiration of this Agreement. Nothing in this Section shall affect the obligations and indemnities of the Parties with respect to covenants and agreements in this Agreement that are permitted or required to be performed in whole or in part after issuance of a Certificate of Occupancy.

7.16 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing the Agreement have been authorized to make, and may have made, minor changes in the Agreement and the attached Exhibits as they have considered necessary. So long as such changes followed the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute conclusive evidence of the approval of such changes by the respective Parties.

7.17 Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

7.18 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

[signature pages follow]

IN WITNESS WHEREOF, the Authority and the Developer have caused the Agreement to be duly executed as of the day first above written.

DEVELOPER:

302 CONIFER, LLLP, a Colorado limited liability limited partnership

By: Conifer and Blue Spruce, LLC, a Colorado limited liability company, its General Partner

By: Arrowleaf Development LLC, a Colorado limited liability company, its sole
Member and Manager

By: _____
Name: Carl Szanton
Title: Manager

AUTHORITY:

THE FORT COLLINS URBAN RENEWAL AUTHORITY,
a body corporate and politic of the State of Colorado

By: _____
Name: Josh Birks
Title: Acting Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
_____, Secretary

By: _____
Caitlin Quander, URA Attorney