PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is entered into as of the 13th day of July, 2026 (the "**Effective Date**"), by and between **ENGLISH LANGUAGE INSTITUTE / CHINA**, a California nonprofit corporation ("**Seller**"), and **FORT COLLINS URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("**Buyer**").

1. Purchase and Sale. In consideration of the mutual covenants and agreements set forth below, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement, certain real property located at 1629 Blue Spruce Drive, Fort Collins CO 80524, also known as Larimer County Parcel 9701212903, as more particularly described on **Exhibit A**, together with all improvements, structures and fixtures located thereon (the "**Improvements**"), all rights, benefits, privileges, easements, tenements, hereditaments, reversions, remainders, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all oil, gas, mineral, development, air and water rights related thereto, all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such real property (collectively, the "**Real Property**"), and including the following: (i) all of the Seller's interest in and to all construction, architect, and/or engineering contracts relating to the construction on the Real Property, any plans, specifications and other architectural and engineering drawings for the Improvements and any entitlements, approvals, plans, specifications, permits, certificates of occupancy, working drawings, reports and similar property, and other contracts and other contract rights related to the Real Property or the Improvements (but, excluding the Terminated Contracts, as defined in **Section 14(a)**); and (ii) any warranties, and any governmental permits, approvals, variances and licenses (including any pending applications) (items (i) and (ii), collectively, the "**Personal Property**"; together with the Real Property, the "**Property**"). Upon review of the Title Report and the Survey (both as defined in **Section 6**), if necessary, said legal description shall be adjusted accordingly.

2. Purchase Price. The "**Purchase Price**" for the Property is Five Million Fifty Thousand and No/100 Dollars ($5,050,000.00). The Purchase Price shall be payable as follows:

(a) Two Hundred Thousand and No/100 Dollars ($200,000.00) as an earnest money deposit (the "**Initial Deposit**" and together with the Extension Deposit (as defined in **Section 3**), if any, collectively, the "**Deposit**"), by wire transfer or other immediately available U.S. federal funds ("**Good Funds**"), which will be deposited by Buyer with the Title Company (as defined in **Section 6**), as escrow agent, within three (3) business days following the Effective Date. The Deposit shall be placed by the Title Company in an interest-bearing account acceptable to Buyer in its sole, absolute and unfettered discretion. If Buyer does not terminate this Agreement on or before the expiration of the Inspection Period pursuant to **Section 3** below, the Deposit shall become non-refundable to Buyer, subject to Buyer's right to recover the Deposit pursuant to the terms of this Agreement. All references to the Deposit herein shall include all interest accrued thereon.

(b) The Purchase Price less the Deposit, plus any interest accrued thereon (subject to the closing adjustments and prorations set forth below), shall be paid in Good Funds by Buyer at the time and place of the Closing (as defined in **Section 5**).

3. Buyer's Obligation to Purchase. Buyer's obligations herein are conditional upon Buyer's examination and approval of the Property (in Buyer's sole, absolute, and unfettered discretion) in writing on or before 11:59 p.m. (MST) on the date that is one hundred twenty (120) days after the Effective Date (the "**Inspection Period**"), including the matters set forth below. Buyer shall have the right to terminate this Agreement for any reason (or no reason whatsoever) prior to expiration of the Inspection Period, in which event the Initial Deposit shall be promptly returned to Buyer. Buyer's failure to deliver written notice to Seller prior to expiration of the Inspection Period affirmatively waives the foregoing termination right. Notwithstanding anything to the contrary contained herein, Buyer shall have the right, in its sole, absolute, and unfettered discretion, to extend the Inspection Period by an additional thirty (30) days upon delivery of written notice to Seller on or before the original deadline for expiration of the Inspection Period and deposit of an additional Fifty Thousand and No/100 Dollars ($50,000.00) (the "**Extension Deposit**") with the Title Company to be held as part of the Deposit hereunder. Except as provided in **Section 12(b)**, the Extension Deposit shall be immediately nonrefundable to Buyer upon deposit with the Title Company.

(a) Due Diligence Materials. Within two (2) business days following the Title Company's receipt of the Initial Deposit from Buyer, Seller shall provide original or true and correct copies of the following documents relating to the Property (collectively, the "**Due Diligence Materials**").

(i) The last policy of title insurance issued for the Property.

(ii) Real and personal property tax records for Seller's period of ownership of the Property, and copies of property tax returns filed, relating to the Property, during Seller's period of ownership of the Property.

(iii) A current schedule of any and all claims affecting the Property and all insurance loss claim records relating to the Property for Seller's period of ownership of the Property, or prior thereto if known by Seller.

(iv) A schedule of all lawsuits pending or threatened which affect the Property, which schedule shall include the captions, a summary of the action, the status thereof, the claims and demands alleged, the names of all the parties thereto, including the plaintiff, defendant, and any attorneys.

(v) All contracts for the design, development or construction, the provision of services to, or otherwise relating to or affecting, the Property (the "**Contracts**").

(vi) The most recent survey and all environmental and soils reports concerning the Property.

(vii) Complete plans and specifications for the Property and any amendments thereto.

(viii) Any agreements with governmental or quasi-governmental entities, site plans and plats, or development agreements for the Property.

(ix) Copies of all documents and correspondence from any governmental entity pertaining to the Property.

(x) All other materials Buyer reasonably requests.

(b) Property Inspection. Buyer shall have the right from the Effective Date through the Closing Date to conduct such investigations, studies or tests of the Property as Buyer deems necessary to determine whether Buyer desires to complete the acquisition of the Property, including but not limited to title review, property inspections, survey, soil testing, utilities, hazardous materials, zoning, common area, restrictive covenants, and planned community association declarations, and to secure bonding financing, if applicable. All such inspections and tests shall be performed at Buyer's expense, during normal business hours and upon at least three (3) business days' notice to Seller (which notice may be via email to the Seller email notice address set forth in **Section 15**). During the term of this Agreement, Buyer and Buyer's agents shall have a temporary, non-exclusive license to enter the Real Property to conduct feasibility analysis and due diligence review, including, but not limited to, Phase I and Phase II environmental site assessments and physical inspections of the Real Property. Buyer shall indemnify, protect, defend and hold Seller harmless for, from, and against, any liability, loss, claim, damage, cost (including, but not limited to, mechanics' and materialmen's liens), or expense (including reasonable attorney's fees and court costs) caused by Buyer's exercise of the rights granted to Buyer pursuant to this **Section 3(b)** including, but not limited to, injuries to persons or property caused by Buyer or its employees, agents and independent contractors while present on the Real Property pursuant to this **Section 3(b)**. In no event shall Buyer be liable to Seller for discovering or releasing, disturbing or moving any hazardous substance caused to be on, under, or about, the Property by anyone other than Buyer or its agents, except to the extent caused by the gross negligence of Buyer. The foregoing indemnity does not apply to: (i) any loss, liability, cost or expense to the extent arising from, or related to, the negligent or willful acts or omissions of Seller; (ii) any diminution in value in the Property arising from, or related to, matters discovered by Buyer during its investigation of the Property or Buyer's termination of this Agreement; (iii) any latent defects in the Property discovered by Buyer; and (iv) the release or spread of any hazardous materials or regulated substances which are discovered (but not deposited) on or under the Property by Buyer, except to the extent caused by the negligence of Buyer, in which case the foregoing indemnity shall apply. Upon termination of this Agreement for any reason (or no reason), Buyer shall by written notice offer to provide to Seller copies of all reports and studies generated from inspections performed by or on behalf of Buyer pursuant to this **Section 3(b)**, in which event Seller shall have five (5) business days after receipt of such offer to elect, by written notice to Buyer, to receive any or all of such reports, and Buyer shall deliver to Seller copies of all reports so elected, at no cost to Seller, subject to any applicable third-party confidentiality or licensing restrictions.

(c) Closing Conditions. Buyer's obligation to consummate the Closing shall be conditioned on the following:

(i) Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date of this Agreement and the Closing Date;

(ii) Buyer shall have secured its bond financing or other lender financing, if applicable, on or before the end of the Inspection Period;

(iii) As of the Closing Date, Seller shall have performed its obligations hereunder, and shall have tendered all deliveries required by this Agreement to be made at Closing;

(iv) The Title Company shall have issued or committed to issue the Title Policy to Buyer at Closing; and

(v) Seller shall have satisfied the Contract Termination Conditions in accordance with **Section 14(a)**.

4. Approval or Waiver of Conditions. The conditions set forth in **Section 3**, and the obligations of Seller hereunder, are for the sole benefit of Buyer. Buyer may, in its sole, absolute, and unfettered discretion, approve or waive the same without affecting its rights hereunder; alternatively, Buyer may in its sole, absolute and unfettered discretion terminate this Agreement for failure of the conditions set forth in **Section 3**. If Buyer terminates (or is deemed to have terminated) this Agreement pursuant to the terms of **Section 3** and this **Section 4**, the Initial Deposit shall be promptly returned to Buyer and the parties shall have no further obligation to one another under this Agreement except for the obligations that expressly survive termination of this Agreement. Buyer's failure to deliver notification within the prescribed period shall not constitute approval or waiver of the conditions.

5. Closing. Except as otherwise provided herein, the closing and transfer of possession of the Property (the "**Closing**") shall occur through escrow with the Title Company on the date that is thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**").

6. Title Insurance and Survey. Within ten (10) days after the Effective Date, Seller shall, at Buyer's expense, cause Heritage Title Company, Contact: Cassandra Garcia, 3491 E Harmony Road #110, Fort Collins, CO 80528, Phone: 970-493-3059, Email: cassandra.garcia@heritagetco.com (the "**Title Company**") to issue a current commitment for an extended coverage ALTA owner's policy of title insurance, together with legible copies of all documents listed as exceptions therein and a current certificate of taxes due (the "**Title Report**"), showing fee simple title to the Real Property to be in Seller. During the Inspection Period, Buyer may also, at Buyer's expense, obtain a new or updated ALTA survey of the Real Property performed by a registered surveyor and certified to Buyer, Seller, the Title Company, and any other party required by Buyer (the "**Survey**"). Buyer shall have until the date that is the later of ten (10) days prior to the end of the Inspection Period or the tenth (10^{th}) business day following Buyer's receipt of the Title Report, in which to notify Seller in writing of any objections to any items identified in the Title Report or the Survey. Seller shall have until the date that is five (5) days following Buyer's notice of its objections to either: (i) correct or commit to correct on or before Closing, such objections and provide Buyer notice of the same, in writing or (ii) provide Buyer notice, in writing, that it will not correct such objection. At the Closing, Buyer shall pay the premium of an extended coverage ALTA owner's policy of title insurance (the "**Title Policy**") in an amount equal to the Purchase Price, issued by the Title Company, and containing only the exceptions subject to which Buyer agrees to take title pursuant to the terms of this **Section 6** (collectively, the "**Permitted Exceptions**").

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date, the following shall be true and correct:

(a) Organization. Seller is duly organized, validly existing and in good standing as a nonprofit corporation under the laws of the State of California authorized to do business in the State of Colorado.

(b) Seller's Authority. Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all requisite action on the part of Seller in accordance with Seller's articles of organization, operating agreement, bylaws or other similar organizational documents, and will not conflict with or result in any breach of the terms of Seller's articles of organization, operating agreement, bylaws, any other instrument or agreement to which Seller is a party or applicable law. The person executing this Agreement has been duly authorized to do so on behalf of Seller. This Agreement and the agreements, instruments or other documents to be executed by Seller pursuant to this Agreement are the legal, valid and binding obligations of Seller enforceable in accordance with their terms.

(c) Title to Property. Seller has good and marketable title to the Property subject to no mortgage, pledge, lien, encumbrance, encroachment, security interest or other charge, except for the liens and encumbrances identified in the Title Report. The Property is not subject to any outstanding agreement of sale, option, or other right of any third party to acquire any interest therein, except this Agreement. Seller has not granted any party any option, rights of first refusal, contract, easement, license or other agreement with respect to a purchase or sale of the Property or any portion or interest therein.

(d) Labor and Materials. All bills for work done or materials furnished with respect to the Property have been paid in full or will be paid in full and discharged by the Closing Date.

(e) Litigation. There is no litigation or other proceeding pending or, to the best of Seller's knowledge, threatened against the Property or relating to Seller's interest in the Property, nor does Seller know or have any reasonable grounds to know of any basis for any such action or of any governmental investigation relative to Seller insofar as it pertains to the Property. There are no pending or threatened proceedings for condemnation by any authority having that right or power, nor are there any pending or threatened eminent domain proceedings of which the Property is the object.

(f) Legal Compliance. Seller has complied with all applicable law relating to the ownership, operation and use of the Property. All work performed by Seller, if any, on the Property has been done in accordance with all applicable law and Seller has received no notice of an uncured violation or claimed or threatened violation of any federal, state or local laws, rules, regulations or ordinances.

(g) Taxes and Assessments. All general taxes payable with respect to calendar years prior to the year of the Closing shall have been paid on or prior to the Closing. All assessments due prior to the Closing shall have been paid on or prior to the Closing. Seller knows of no public improvement which has been ordered to be made and which has not heretofore been completed, assessed and paid for.

(h) Material Contracts. Except for any Contracts to be provided to Buyer with the Due Diligence Materials, there are no other Contracts in existence for the performance of services or the provision of materials to the Property or for the operation and management of the Property, including, without limitation, brokerage agreements, or leases or other occupancy agreements. No party to any Contract has asserted any claim of default or offset against Seller with respect thereto and no event has occurred or failed to occur, which would in any way affect the validity or enforceability of any such Contract.

(i) Seller's Delivery Items. All items provided by Seller to Buyer in connection with this Agreement are true, correct and complete, and include all amendments, schedules, appendices, supplements, waivers and modifications.

(j) No Hazardous Wastes. Except as disclosed in the Due Diligence Materials, to the best of Seller's knowledge, there is no hazardous waste or toxic substance located on the Property, and Seller has received no notice of any violation or claimed violation of any federal, state, or local law, rule or regulation relating to the hazardous waste or toxic substances. The Property has not been used for the storage of oils, other petroleum by-products or other hazardous or toxic material, and there have been no spills of any of such substances on the Property.

(k) Access and Encroachments. The Property has full, free and adequate access to and from public highways and roads, and Seller has no knowledge of any fact or condition which would result in the termination of such access. No material encroachments on or from the Property or on or from an easement, right-of-way or roadway exist, and Seller knows of no pending or threatened eminent domain proceeding that could affect the Property.

(l) Creditors' Rights. This Agreement was entered into in good faith, with no intent to delay, hinder, or defraud Seller's creditors. This Agreement is the result of arms-length negotiations between two unrelated parties, and the Purchase Price is reasonably equivalent to the value of the Property. Seller is not insolvent and has not filed, voluntarily or involuntary, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's knowledge, threatened, against Seller. No part of the Property is in the hands of a receiver, nor is any application for a receiver pending, and no part of the Property is subject to any foreclosure or similar proceeding.

(m) OFAC Requirements. Seller is not a Prohibited Person (as defined below). As used herein, a "**Prohibited Person**" is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the

U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, https://ofac.treasury.gov, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this **Section 7(m)**.

Buyer's obligations under this Agreement are expressly conditioned upon all of the above representations and warranties of Seller being true and correct when made and on the Closing Date. If Buyer discovers prior to or on the Closing Date that any representation, warranty or covenant of Seller expressly set in this Agreement, the Deed, or any other documents to be delivered in connection with the Closing (collectively, "**Seller's Representations**") are materially untrue or incorrect, Buyer may elect to waive any remedies and proceed with the Closing or to pursue any remedies available to Buyer under this Agreement. The Seller's Representations shall survive the Closing for a period of twelve (12) months. Seller shall indemnify, defend and hold harmless Buyer from and against any liability whatsoever, including Buyer's attorneys' fees and costs, if any, in regard to any misrepresentations by Seller or breaches by Seller of Seller's Representations, which have not been waived in writing by Buyer.

8. Limitation of Representations and Warranties of Seller.

(a) General Disclaimer. Except with respect to Seller's Representations, Seller does not make any representations, guaranties, promises, statements, assurances or warranties of any kind or nature whatsoever, express or implied, as to the financial condition, business, operation, assets, liabilities or prospects of the Property or any of its operations.

(b) "As Is/Where Is". Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, the Deed (as defined in **Section 13(b)** below), or any other documents to be delivered in connection with the Closing, Buyer hereby acknowledges and agrees that it is purchasing the Property and each portion thereof in its present "as is/where is" condition with all defects, and neither Seller nor any employee or agent of Seller has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning any of the following matters: (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, including Buyer's intended use; (ii) the profitability and/or feasibility of owning, developing, operating and/or improving the Property; (iii) the physical condition of the Property, including, without limitation, the current or former presence or absence of environmental hazards or hazardous materials, asbestos, radon gas, underground storage tanks, electromagnetic fields, or other substances or conditions which may affect the Property or its current or future uses, habitability, value or desirability; (iv) the rental, income, costs or expenses thereof; (v) the net or gross acreage, usable or unusable, contained therein; (vi) the condition of title; (vii) the compliance by the Property with applicable zoning or building laws, codes or ordinances, or other laws, rules and regulations, including, without limitation, environmental and similar laws governing or relating to environmental hazards or hazardous materials, asbestos, radon gas, underground storage tanks, electromagnetic fields, or other substances or conditions which may affect the Property or its current or future uses, habitability, value or desirability; (viii) water or any other utility availability or use restrictions; (ix) geologic/ seismic conditions, soil and terrain stability, or drainage; (x) sewer, septic and well systems and components; (xi) other neighborhood conditions, including schools, proximity and adequacy of law enforcement and fire protection, crime statistics, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences which may be significant to certain cultures or religions; and (xii) any other past, present or future matter relating to the Property which may affect the Property or its current or future use, habitability, value or desirability.

(c) Inspection by Buyer. Buyer shall conduct and rely upon its own inspection and investigation of the Property, except to the extent of Seller's Representations. Buyer represents to Seller that, except to the extent of any Seller's Representations, it is relying solely upon such inspections and investigations in connection with the purchase of the Property, and not upon any express or implied representations, guaranties, promises, statements, assurances or warranties of Seller or any of Seller's employees or agents as to such Property. Buyer further agrees that, except as otherwise expressly provided in this Agreement, the Deed, or any other documents to be delivered in connection with the Closing, it is purchasing the Property without any obligation on the part of Seller to make any repairs, changes or alterations with respect to the Property.

9. Operation of Property. From and after the Effective Date:

(a) Seller shall continue the operation of the Property in accordance with its past practices, and maintain the Property in its present condition. Seller shall not grant or convey any lease, easement, license, agreement, contract, permit or any other legal or beneficial interest in or to the Property without the prior written consent of Buyer, which consent Buyer may grant or withhold in its sole discretion. Further, without Buyer's prior written consent (which may be withheld in Buyer's sole discretion), Seller shall not (i) enter into a new lease or other occupancy agreement at the Property; or (ii) enter into, terminate, modify, amend or assign any Contract (as defined in **Section 3(a)(v)**).

(b) Seller shall do or cause to be done all things reasonably within its control to preserve intact and unimpaired any and all easements, grants, appurtenances, privileges and licenses in favor of or constituting any portion of the Property, and shall pay any and all bills when due. Further, Seller agrees to pay, as and when due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the Closing Date.

(c) Seller shall cooperate with Buyer in all proceedings related to any development order, zoning/master planning, or annexation and in obtaining any and all agreements, permits, approvals and authorizations deemed necessary by Buyer for its intended use, development, construction and permitting for the Property. Seller further agrees to consent to, and to promptly execute when required as owner, such plans, applications, and other requests for governmental approval, and amendments thereto, which may be prepared by or at the direction of Buyer, incident to the planning and development of the Property.

(d) Seller shall not negotiate or agree to sell its interest in the Property, accept or negotiate any offer to purchase or otherwise market or show its interest in the Property to any other person or entity.

10. Risk of Loss – Casualty and Condemnation. If Seller learns of any damage to the Property prior to the Closing, or of any pending or threatened condemnation, Seller shall promptly provide notice thereof to Buyer.

(a) The risk of loss or damage to the Property until the Closing Date is assumed by Seller. If any damage occurs to the Property prior to the Closing and the cost of repairing such damage will exceed Fifty Thousand Dollars ($50,000), Buyer in its sole, absolute, and unfettered discretion may: (i) terminate this Agreement by written notice given to Seller within thirty (30) days of Buyer's receipt of notice of the occurrence of such damage, in which case the Initial Deposit shall be promptly returned to Buyer and the parties shall have no further obligation to one another under this Agreement except for the obligations that expressly survive termination of this Agreement; or (ii) proceed to the Closing and, if not repaired by Seller prior to the Closing, deduct from the Purchase Price the amount which will be required to repair such damage.

(b) In the event any eminent domain or condemnation proceeding pertaining to all or any material portion of the Property (i.e. affecting access or visibility of the Real Property or affecting over five percent (5%) of the total square footage of the Real Property) is threatened or commenced prior to the Closing by any entity other than Buyer, there shall be no disposition or settlement thereof without the prior written consent of Buyer, and Buyer in its sole, absolute, and unfettered discretion may: (i) terminate this Agreement by written notice to Seller within thirty (30) days of Buyer's receipt of notice of such condemnation or eminent domain proceeding, in which case the Initial Deposit shall be promptly returned to Buyer and the parties shall have no further obligation to one another under this Agreement except for the obligations that expressly survive termination of this Agreement; or (ii) proceed to the Closing and apply the proceeds received by Seller from such condemnation or eminent domain proceeding against the Purchase Price. If such proceeding has not been concluded as of the Closing, all amounts thereafter awarded relating to the Property shall belong to Buyer, and Seller shall assign all of its rights therein to Buyer at the Closing. Seller shall make no settlement of, nor enter into any agreements relating to, eminent domain or condemnation proceedings following execution of this Agreement without the prior written consent of Buyer.

11. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that, as of the date of this Agreement and as of the Closing Date:

(a) Buyer is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

(b) The execution and delivery of this Agreement has been duly and validly authorized by Buyer, and all requisite action has been taken to make this Agreement valid and binding upon Buyer. As of the Closing Date, Buyer shall have appropriated sufficient funds for payment of the Purchase Price.

(c) The consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Buyer is a party so as to adversely affect the consummation of such transactions.

(d) There are no actions, suits, legal proceedings, or other proceedings pending against Buyer which may adversely affect the consummation of the transactions contemplated by this Agreement, in any court or before any arbitrator of any kind or before or by any governmental body.

(e) Buyer has the unconditional right and power to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

(f) Except as to Seller's Representations, Buyer hereby acknowledges and represents that, as of Closing, Buyer will have investigated all elements and constituents of the Property. Except as to Seller's Representations, Buyer is fully aware of possible risks, if any, with respect to the Property, and has formed independent judgment as to the worth and potential of the Property hereunder. Except as to Seller's Representations, Buyer is relying upon Buyer's own judgment and decision in entering into and consummating the within transaction.

Seller's obligations under this Agreement are expressly conditioned upon all of the above representations and warranties of Buyer being true and correct when made and on the Closing Date. If Seller discovers prior to or on the Closing Date that any representations or warranties of Buyer are materially untrue or incorrect, Seller may elect to waive any remedies and proceed with the Closing or to pursue any remedies available to Seller under this Agreement. The representations and warranties of Buyer shall survive the Closing for a period of twelve (12) months. Buyer shall indemnify, defend and hold harmless Seller from and against any liability whatsoever, including Seller's attorneys' fees and costs, if any, in regard to any misrepresentations by Buyer or breaches by Buyer of Buyer's representations and warranties contained in this Agreement or any of the closing documents, which have not been waived in writing by Seller.

12. Termination of Agreement and Remedies.

(a) Buyer's Default. In the event Buyer shall fail to close the transaction contemplated by this Agreement in breach hereof, and such failure continues for five (5) days following receipt of written notice of such breach from Seller (with such notice automatically extending the Closing Date until the expiration of such five (5) day cure period), Seller shall have the option to waive such default or to terminate this Agreement by written notice to Buyer, and upon such termination Seller, as its sole and exclusive remedy, shall be entitled to retain the Deposit as liquidated damages. On such termination, the parties shall be discharged from any further obligations and liabilities hereunder, except as explicitly described herein. THE PARTIES HEREBY AGREE THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF BUYER'S FAILURE TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IN BREACH HEREOF, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO DETERMINE. THEREFORE, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON AFTER NEGOTIATION AS THE PARTIES' FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF BUYER'S FAILURE TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IN BREACH HEREOF. SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC

PERFORMANCE, IN CONNECTION WITH BUYER'S FAILURE TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IN BREACH HEREOF.

(b) Seller's Default. In the event Seller fails to perform Seller's obligations hereunder in breach hereof, and such failure continues for five (5) days following receipt of written notice of such breach from Buyer (with such notice, if delivered due to Seller's failure to close the transaction contemplated by this Agreement, automatically extending the Closing Date until the expiration of such five (5) day cure period), Buyer shall have the option to seek specific performance, to seek damages (including but not limited to attorney's fees), and/or to terminate this Agreement by written notice to Seller. In the event this Agreement is terminated due to Seller's default, the Deposit shall be promptly returned to Buyer and Buyer shall have no further obligation to Seller under this Agreement except for the obligations that expressly survive termination of this Agreement.

13. Transactions at Closing. The following transactions and deliveries shall occur at the Closing:

(a) Authority. Seller shall deliver to the Title Company any resolutions, certificates of good standing and such other organizational documents as Title Company shall reasonably require evidencing Seller's authority to consummate this transaction.

(b) Deed to Real Property. Seller shall execute and deliver to Buyer or to Buyer's affiliated assignee or designee (in Buyer's sole discretion) a special warranty deed in the form attached hereto as **Exhibit B** (the "**Deed**"). The Deed shall convey title to the Real Property free and clear of all taxes, except general taxes for the year of the Closing, free and clear of liens for special improvements, whether assessed or not, and free and clear of all liens and encumbrances (unless Buyer acquires the same) and mechanic's liens, except the Permitted Exceptions.

(c) Cash. There shall be paid to the Title Company by Buyer the balance of the Purchase Price (less the Deposit) in Good Funds (subject to Closing adjustments and prorations).

(d) Bill of Sale; Sales or Use Tax. Seller shall execute and deliver to Buyer a bill of sale in a form reasonably acceptable to Buyer covering any and all Personal Property, and Buyer shall pay any sales or use tax in conjunction with transfer of such Personal Property to Buyer.

(e) Assignment of Contracts. If Buyer elects to assume any Assumed Contracts pursuant to **Section 14(a)**, Seller and Buyer shall execute and deliver to the Title Company an assignment of the Assumed Contracts (as defined in **Section 14(a)**), and any warranties, permits and Personal Property related to the Property in a form reasonably acceptable to Buyer.

(f) Possession of Property. Seller shall deliver possession of the Property, subject to the Permitted Exceptions, to Buyer. To the extent reasonably available to Seller, originals or copies of all, warranties, operating manuals, keys to the Property, and Seller's books and records (other than proprietary information) regarding the Property shall be made available to Buyer at the Closing.

(g) Owner's Affidavit. Seller shall deliver to the Title Company an owner's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard printed exceptions, including the parties in possession, mechanic's lien, and gap exceptions from the title commitment and policy and running to the benefit of Buyer and the Title Company insuring title to the Property, or any portion thereof.

(h) FIRPTA. Seller shall deliver to the Title Company a certification of Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(i) Contract Termination Conditions. Seller shall deliver to the Title Company evidence reasonably acceptable to Buyer that the Contract Termination Conditions have been satisfied as required under **Section 14(a)**.

(j) Prorations. Subject to the other provisions of this **Section 13**, all accrued income and expense of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the date of Closing. Not less than five (5) business days prior to the Closing Date, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. Prior to the date of Closing, the parties shall approve a final prorations schedule which shall be prepared by Seller prior to the date of Closing and, upon approval, the parties shall deliver the same to the Title Company. Seller shall deliver to Buyer at Closing copies of Seller's most recent bills or proof of expenses for items to be prorated or credited to Buyer at Closing. Except as specifically set forth in this Agreement, all prorations shall be final as of the date of Closing. The following items shall be prorated to the date of Closing:

(i) Taxes. All general taxes (including without limitation, real property and personal property taxes), and other similar items accruing or assessed with respect to the Property transferred hereunder. General taxes not assessed for the year of the Closing shall be prorated on the basis of the most recent tax levy and assessment information available. If final bills are not available or cannot be issued prior to Closing for any items being prorated under this **Section 13(j)**, Buyer and Seller agree to allocate such items on a fair and equitable basis at Closing based upon the most recent tax bill available which shall be a final adjustment thereto. All special assessments, if any, which are a lien at the time of the Closing shall be paid by Seller at the Closing.

(ii) Contracts. Amounts payable under the Assumed Contracts shall be prorated on an accrual basis. Seller shall pay all amounts due thereunder which accrue prior to the date of Closing, and Buyer shall pay all amounts accruing on the date of Closing and thereafter. Seller shall pay in full all amounts due under and terminate as of the date of Closing any Terminated Contracts, and Seller hereby indemnifies and holds Buyer harmless from any claims respecting same (which indemnity shall survive the date of Closing and the delivery of the Deed). All fees, charges and other compensation paid or prepaid by any service provider shall be prorated between Seller and Buyer as of the date of Closing.

(iii) Other Expenses. All other accrued income and expenses of the Property and Contracts Buyer has elected to assume, if any, shall be prorated as of the Closing and Seller shall obtain a final billing therefor.

(k) Closing Costs.

(i) At Closing, Seller shall pay one half (1/2) of the Title Company's closing and escrow fee.

(ii) Buyer shall pay the following at Closing: (A) one half (1/2) of the Title Company's closing and escrow fee; (B) all real estate transfer taxes, sales taxes, documentary taxes or fees and recording fees required to be paid in connection with the transfer of the Property' and (C) the premium for the Title Policy described in **Section 6** above and the costs of any endorsements to the Title Policy that Buyer may require other than those endorsements that Seller may have agreed to provide to cure Buyer's objections to items identified in the Title Report or the Survey pursuant to **Section 6** above, as well as the premiums for any lender's policy of title insurance (including the costs of any endorsements thereto) relating to any financing procured by Buyer.

14. Contracts.

(a) Contracts Notice. On or before the expiration of the Inspection Period, Buyer may deliver written notice to Seller (the "**Contracts Notice**") specifying any Contracts (the "**Assumed Contracts**") which Buyer desires to assume at the Closing (if any). On or before Closing, Seller shall, at Seller's sole cost and expense, including paying any cancellation penalty, premium, penalties and/or fees terminate all Contracts other than the Assumed Contracts (if any) set forth in the Contracts Notice (if any) (the "**Terminated Contracts**"). If Buyer does not deliver the Contracts Notice on or before the expiration of the Inspection Period, then there shall be no Assumed Contracts and all Contracts shall be Terminated Contracts. The obligations and conditions described in this **Section 14(a)** are collectively referred to as the "**Contract Termination Conditions**."

(b) Copies of Assumed Contracts. Immediately following the Closing, Seller shall deliver to Buyer originals of the Assumed Contracts to the extent in Seller's possession, or copies of any Assumed Contracts not in Seller's possession.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered to the receiving party at the address below by: (i) personal delivery (including by means of professional messenger service); (ii) nationally recognized overnight courier; (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) electronic mail, or electronic transmission of a PDF document, provided it is followed by delivery of a hard copy through one of the methods outlined in (i)-(iii) above, unless receipt of such hard copy is expressly waived by a reply email from the recipient party in response to such notice email, and shall be deemed received upon the date of receipt (or refusal to accept delivery) thereof. Notice of change of address shall be given by written notice in the manner detailed in this **Section 15**.

To Seller: ENGLISH LANGUAGE INSTITUTE / CHINA
1629 Blue Spruce Dr
Fort Collins, CO 80524

Attention: Brian Bumann
Email: Brian.Bumann@elic.org

To Buyer:	FORT COLLINS URBAN RENEWAL AUTHORITY c/o City of Fort Collins 281 North College Avenue Fort Collins CO 80522 Attn: Andy Smith, Redevelopment Manager Phone: (970) 416-2517 Email: asmith@fcgov.com
and a copy to:	Brownstein Hyatt Farber Schreck, LLP 675 15th Street, Suite 2900 Denver, CO 80202 Attention: Caitlin Quander and Angela Hygh Email: cquander@bhfs.com and ahygh@bhfs.com

As used herein, a "**business day**" is any day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are generally authorized or obligated by law to close in the State of Colorado. Any time period not specifically referring to business days shall be measured in calendar days; however, if the Closing Date is not set to occur on a business day, or if any period of time set forth in this Agreement expires on a day which is not a business day, then such Closing Date or other expiration date or date for performance shall be on the next business day.

16. Broker's Fee. Seller has engaged the services of Travis Ackerman with Cushman Wakefield ("**Seller's Broker**") with respect to this transaction. Seller shall pay Seller's Broker a commission pursuant to a separate agreement. Buyer represents that it did not use the services of any real estate broker or person that may claim a commission or finder's fee with respect to this transaction. Notwithstanding the foregoing, Buyer and Seller acknowledge that certain principals of Buyer are licensed real estate brokers in the state of Colorado and are acting as principal in this transaction. Each of Seller and Buyer agrees, to the extent permitted by law, to indemnify, defend, and hold the other harmless from any liability arising out of actions of the party who breached this representation that may be made against the other by any person, firm, or corporation for the payment of a commission or finder's fee in connection with this transaction. The terms of this **Section 16** shall survive the Closing or earlier termination of this Agreement.

17. Leaseback. Seller and Buyer intend that Seller will leaseback the Property (the "**Leaseback Space**") from Buyer beginning on the date immediately following the Closing Date (the "**Leaseback**") until Seller has located a new facility for its operations. Buyer hereby agrees to lease the Property to Seller during Seller's Leasehold Period upon execution of a mutually agreeable lease ("**Seller's Lease**") which will be negotiated during the Inspection Period and executed by both parties at Closing.

During the Inspection Period, Seller and Buyer shall use good faith, diligent efforts to negotiate and finalize the form of Seller's Lease. Buyer agrees to lease the Property to Seller during a Leaseback period of not to exceed twelve (12) months ("**Seller's Leasehold Period**"). No later than five (5) business days prior to the Closing Date, Buyer will deliver the execution version of the Seller's Lease to Seller and, following final approval thereof by Seller, such execution version of the Seller's Lease will be final and will be executed by the parties thereto at Closing.

Buyer and Seller hereby agree that Seller's Lease shall include, in part, the following basic terms:

(a) use to be limited to the continued operation of the existing business of Seller which currently occupies the Real Property;

(b) base rent, commencing the day after the Closing Date, as follows:

Months	Rent per square foot
1-2	$0.00
3-4	$4.00
5-6	$6.00
7+	$8.00

(c) Seller will pay operating expenses during occupancy;

(d) commercial liability insurance covering the Property;

(e) Buyer's right of entry into the Leaseback Space during reasonable hours during the Seller's Leasehold Period;

(f) Seller's right to one extension term of three (3) months of the Seller's Leasehold Period with thirty (30) days written notice to Buyer;

(g) Seller's right to terminate the Seller's Lease with thirty (30) days written notice to Buyer; and

(h) Seller accepts the Property in an AS-IS condition during the Seller's Leasehold Period.

18. Miscellaneous.

(a) Attorneys' Fees. In the event of any litigation between Buyer or Seller concerning this transaction, the prevailing party shall be paid by the non-prevailing party, in addition to all other relief to which such prevailing party is entitled, its court costs and reasonable attorneys' fees at both the trial and appellate levels.

(b) Survival. Notwithstanding any presumption to the contrary, all obligations, covenants, conditions, representations, warranties and agreements of Seller and Buyer contained in this Agreement shall be restated as true and correct as of the Closing and shall survive the Closing and delivery of the Deed, subject to the terms of **Section 7**.

(c) Assignment. Buyer may assign all or any portion of this Agreement or its rights hereunder, or assign or delegate all or any portion of its duties or obligations, without Seller's written consent, provided that Buyer gives Seller notice of the assignment or delegation. Seller shall not assign this Agreement or any rights hereunder, nor delegate any of its obligations. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

(d) Entire Agreement. This Agreement embodies all of the representations, warranties and agreements of the parties, and it may not be altered or modified, except by an instrument in writing signed by both parties.

(e) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and performed entirely therein.

(g) Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

(h) Captions; Exhibits. The captions of the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent of any provision hereof. All exhibits to this Agreement are fully incorporated herein as though set forth at length. Use of the masculine, feminine or neuter, or singular or plural, shall include the other when the sense requires.

(i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The waiver by any party of a right provided hereunder shall not be deemed to be a continuing waiver of that right or a waiver of any other right hereunder.

(j) Further Assurances. Each party agrees that at the request of the other party it will at any time hereafter make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other party in order that this Agreement may be fully performed in accordance with its intent and provisions.

(k) Consideration. Each party agrees that the covenants and promises contained herein are good and sufficient consideration for the respective obligations required hereunder.

(l) Provisions Negotiated and Independent. Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this

Agreement were drafted by all parties hereto. The parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either party.

(m) No Third Party Beneficiary. Except as may be expressly stated herein, the provisions of this Agreement do not and are not intended to benefit any third parties.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Signatures performed, transmitted, or provided by electronic means shall have same legal effect as the delivery of original hand-written signatures. Without limiting or otherwise affecting the validity and enforceability of executed copies hereof that have been delivered by electronic means, the parties will use their commercially reasonable efforts to deliver originals as promptly as possible upon request. Signature pages may be detached and reattached to physically form one document.

20. Section 1031 Like-Kind Exchange. The parties acknowledge and agree that the purchase and sale of this Property may be part of a Section 1031 like-kind exchange for Seller, and that to effect this exchange, Seller may assign its rights in, and delegate its duties under, this Agreement, as well as transfer the Property, to an exchange accommodator. Buyer agrees to cooperate in the completion of the like-kind exchange so long as (a) Buyer incurs no additional liability in doing so, (b) any expenses (including attorneys' fees and costs) incurred by Buyer that are related only to the exchange are paid or reimbursed to Buyer at or prior to the Closing, (c) the Closing shall in no way be contingent or otherwise subject to the consummation of the exchange, and (d) no dates in this Agreement will be extended as a result of the exchange.

21. Confidentiality.

(a) By Seller. Seller hereby agrees that it and its respective employees, affiliates and agents will not disclose the economic terms and conditions set forth herein to any third party (other than to the Title Company, surveyor, and Seller's agents, affiliates, employees, partners, consultants, contractors, advisors, investment bankers, investors, attorneys, accountants, lenders, prospective capital or financing sources, or governmental authorities as may be reasonably necessary to consummate the transaction contemplated herein) without the prior written consent of Buyer, provided such parties are instructed to maintain the confidentiality of such information. Prior to Closing, neither Seller, nor any affiliate or agent of Seller, shall make any press release or other disclosure to the media of this Agreement or the transactions contemplated herein without the express prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed, and the parties shall consult with each other on media disclosure or publicity prior to the same being made, with a view that all such disclosure shall be made jointly. Notwithstanding the foregoing, the following disclosures shall not be prohibited: (i) as required by court order or otherwise required by applicable law; and (ii) of items or information which are now or hereafter a matter of public record or otherwise in the general public domain, or which are now or hereafter available or provided to Seller by, through or from any other independent source without violation of such source's obligations of confidentiality.

(b) By Buyer. Seller will be providing Confidential Information (as defined below) in connection with Buyer's evaluation of the transaction and the Property during the term of this Agreement, and Buyer will obtain additional Confidential Information pursuant to Buyer's due diligence investigations of and regarding the Property. Buyer agrees to keep the Confidential Information strictly confidential and shall not disclose, permit the disclosure of, release, disseminate or transfer, whether written or orally or by any other means, such Confidential Information, in whole or in part, in any manner; provided, however, that the Buyer Parties (as defined below) may make such limited disclosures, strictly on a "need-to-know" basis, to and among the Buyer Parties as may reasonably be required in connection with Buyer's evaluation of the Property, or as otherwise provided in this **Section 21(b)**. Buyer agrees that the other Buyer Parties must be informed by Buyer of the confidential nature of the Confidential Information and must be required by Buyer to treat the Confidential Information in confidence as required under this Agreement. Buyer will be responsible for ensuring the compliance of all Buyer Parties with the terms of this Agreement. Buyer will take all appropriate measures to safeguard the confidentiality and avoid any disclosure of Confidential Information to any unauthorized person by Buyer or the Buyer Parties and to the extent legally permissible to treat it as proprietary commercial and financial information not subject to disclosure under any applicable law and the Colorado Open Records Act as Buyer is a quasi-governmental entity. No license is granted, directly or indirectly, to any of the Confidential Information. If this Agreement is terminated prior to Closing, then Buyer will destroy, and cause each of the Buyer Parties to destroy, all materials containing Confidential Information, except that Buyer shall promptly return to Seller any Due Diligence Materials delivered to Buyer in physical form in connection with the Property. Notwithstanding the foregoing, (a) to the extent required by a Buyer Party's customary internal policies or other legal requirements applicable to such Buyer Party, such Buyer Party may retain a copy of Confidential Information solely to satisfy such requirements, provided that such Buyer Party must otherwise strictly maintain the confidentiality thereof; and (b) a Buyer Party may disclose Confidential Information to the extent required to be disclosed pursuant to the Colorado Open Records Act or pursuant to court order or subpoena, but only after such Buyer Party has notified Seller of any request, court order or subpoena seeking or requiring disclosure of Confidential Information and has given Seller the reasonable opportunity to appeal or challenge the same. Buyer agrees that money damages would not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement by Buyer or any Buyer Parties and Seller will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. The confidentiality covenants and obligations set forth in this Agreement will survive for a period of two (2) years after (i) any termination of this Agreement prior to Closing, as to all Confidential Information, or (ii) the Closing, but only as to Confidential Information relating to Seller and not as to Confidential Information relating solely to the Property. "**Confidential Information**" means all information that is confidential, proprietary, or otherwise not generally available to the public and that is either (a) furnished by or on behalf of Seller to Buyer or any Buyer Parties, or (b) is developed, discovered, determined, or otherwise made known to or by Buyer or any Buyer Parties through, as a result of, or in connection with Buyer's due diligence investigations of and regarding the Property; and includes the contents and provisions of this Agreement (including without limitation the amount of consideration being paid by Buyer for the Property) but does not include material or information that was or becomes known or available to Buyer, free of any other confidentiality obligations, outside of this Agreement or the activities of Buyer and the Buyer Parties pursuant to this Agreement. "**Buyer Party**" means Buyer, any assignee of Buyer permitted pursuant to **Section 18(c)**, any lender, and any of their respective officers, employees, partners, members, agents, attorneys, consultants, contractors, advisors, and other representatives, and their respective heirs, successors, personal representatives, and assigns, each being a "**Buyer Party**" and collectively being the "**Buyer Parties**."

The provisions of this **Section 21** shall survive Closing or the earlier termination of this Agreement.

22. Governmental Immunity. Buyer, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., as amended, or otherwise available to the Buyer and its officers and employees.

[Signature Pages Immediately Follow]

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

SELLER:

ENGLISH LANGUAGE INSTITUTE / CHINA, a California nonprofit corporation

By: Timothy L. Davis
Name: Timothy L. Davis
Title: President / CEO

[Buyer's Signature Page Immediately Follows]

BUYER:

FORT COLLINS URBAN RENEWAL AUTHORITY, a body corporate duly organized and existing as an urban renewal authority under the laws of the state of Colorado

By: ______________________________
Name: ______________________________
Title: ______________________________

BUYER'S SIGNATURE PAGE

ACCEPTANCE BY TITLE COMPANY

Heritage Title Company, referred to in this Agreement as the "Title Company," hereby acknowledges receipt of one (1) fully executed counterpart of this Agreement. Title Company certifies that it has received and understands this Agreement and hereby accepts the obligations of Title Company as set forth herein, including, without limitation, its agreement to hold the Deposit and dispose of the same, in strict accordance with the terms and provisions of this Agreement.

TITLE COMPANY:

Heritage Title Company

By: ______________________________
Name: ______________________________
Title: ______________________________

Date: _________________ ___, 2026

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 3 AND 4, BLK 2, REPLAT EVERGREEN PARK FTC

EXHIBIT B

FORM OF THE DEED

AFTER RECORDING RETURN TO:

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attention: Caitlin Quander, Esq.

SPECIAL WARRANTY DEED

THIS DEED is made this _____ day of ________________, 20__ by [ ], a [ ] (the "**Grantor**"). Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto [__________, a(n) __________], whose street address is [______________________________] ("**Grantee**"), all of its right, title and interest in and to the following described real property, to-wit:

See **Exhibit 1** attached hereto and incorporated herein by this reference

TOGETHER with all and singular (a) all hereditaments and appurtenances thereunto belonging, or in anywise appertaining, including, without limitation, all rights, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips and gores, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; (b) all right, title and interest in and to all water, water rights, corporate stock relating to the use of water, springs, spring rights, wells, well rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates, tributary and non-tributary, which are known or unknown, now or hereafter acquired, located on or under, appurtenant to, customarily used with or upon, or relating the use of water on, under, appurtenant to, or used in connection with, the premises above conveyed, and (c) all right, title and interest in and to all minerals and mineral rights, including without limitation all gravel, aggregate, sand, oil, gas, and other liquid hydrocarbon substances, casinghead gas, coal, carbon dioxide, helium, geothermal resources, air, and all other naturally occurring elements, compounds, and substances, whether similar or dissimilar, organic or inorganic, metallic or nonmetallic in whatsoever form and whether occurring, found, extracted, or removed in solid, liquid or gaseous state or in combination, association, or solution with other mineral or non-mineral substances, regardless of their intended use or current commercial value, which are known or unknown, now or hereafter acquired, located on, above, or under, appurtenant to, customarily used with or upon, or used in connection with, the premises above conveyed;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors, transferees, heirs and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors, transferees, heirs and assigns, against all and every entity, person, entities or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to the matters set forth on **Exhibit 2** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the day and year first above written.

GRANTOR:

[ ],
a [ ]

By: ________________________
Name: ________________________
Title: __________________

STATE OF ________________________)
) ss.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ____ day of _______, 20__, by [ ], the [ ] of [ ], a [ ].

Witness my hand and official seal.

My commission expires:________________

____
Notary Public

Exhibit 1

Legal Description of Property

[to be inserted prior to Closing]

Exhibit 2

Permitted Exceptions

[to be inserted prior to Closing]