

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (SHOENBERG FARMS)

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (SHOENBERG FARMS) (the “**Amendment**”) is entered into this 18<sup>th</sup> day of December, 2023, (the “**Effective Date**”) by and between MJ Development LTD, a Colorado limited liability company (“**Buyer**”), and the City of Westminster, a Colorado home rule municipal corporation (“**Seller**”). Seller and Buyer are sometimes referred to collectively hereinafter as the “Parties”.

### RECITALS

A. The Parties entered into that certain Purchase and Sale Agreement (Shoenberg Farms) (the “PSA”), dated as of September 18, 2023 (the “MEC”).

B. The Parties now desire to extend certain dates and deadlines within the PSA, as set forth herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amended PSA as follows, with new language appearing in underline and deleted language appearing in ~~striketrough~~:

1. Section 2(b) is hereby amended as follows:

(b) No later than ~~ninety (90)~~ one hundred eighty (180) days following execution of this Agreement, Buyer shall submit to the City of Westminster an application for an Official Development Plan for the Property (“ODP”). In the event Buyer fails to apply for an ODP within such timeframe, Seller may elect to terminate this Agreement.

2. Section 3(a) is hereby amended as follows:

(a) Within ~~ninety (90)~~ one hundred eighty (180) days after the Effective Date, Buyer may obtain, at Buyer’s option and expense, such surveys, environmental, water, soil or any other inspections, including an appraisal and an architectural evaluation, of the Property as Buyer shall deem necessary or prudent.

3. Section 3(c) is hereby amended as follows:

(c) If Buyer objects to any condition of the Property, then Buyer shall give notice to Seller on or before ~~November 30, 2023~~ March 18, 2024, adequately describing the condition and the objection thereto, together with any requested action from Seller. If a notice of objection to any condition of the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If

Seller has not agreed in writing to a settlement thereof on or before ~~December 31, 2023~~ April 1, 2024, this Agreement may, at the option of Buyer, be terminated by written notice to Seller, in which case neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement.

4. Section 4.(a) is hereby amended as follows:

(a) Within ten (10) days after the Effective Date, Seller, at its expense, shall provide to Buyer a current commitment for an owner's extended coverage title insurance policy in an amount equal to the Purchase Price (the "Title Policy"). Within ~~sixty (60)~~ one hundred twenty (120) days after the Effective Date, Seller will obtain an ALTA/NSPS or other land survey of the Property (the "Survey"), at its expense, and provide the Survey to Buyer for Buyer's approval. Such Survey shall be certified to Buyer and the Title Company. Seller shall have no obligation to take any action with respect to matters identified by the Title Commitment or the Survey or any updates thereto. During the term of this Agreement, Seller shall not mortgage, convey, lease, allow any other party to occupy, option, sell, contract to do any of the foregoing or otherwise create any defect, exception or other cloud on Seller's title to the Property without Buyer's prior written consent or request.

5. Section 4(b) is hereby amended as follows:

(b) If Buyer objects to any title matter affecting the property, then Buyer shall give notice to Seller on or before ~~ninety (90)~~ one hundred eighty (180) days after the Effective Date, adequately describing the condition of the objection thereto, together with any requested action from Seller. If a notice of objection to any title matter affecting the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If Seller has not agreed in writing to a settlement thereof on or before ~~one hundred twenty (120) days~~ April 1, 2024, then Buyer shall have the option to: (i) terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement; or (ii) withdraw its objections and Close on the transaction, in which case the matters that were the subject of the Buyer's objection shall be deemed waived.

6. All terms and conditions of the Agreement not expressly modified hereby shall remain in full force and effect.

*[Remainder of page intentionally blank – signatures follow]*

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

**BUYER:**

MJ Development, LTD  
a Colorado limited liability company

By: 

Name: Matthew Lawrence

Title: Manager

**SELLER:**

CITY OF WESTMINSTER, a Colorado home rule  
municipal corporation

*Lindsey Kimball*

By: *Mark A. Freitag*

Name: Mark A. Freitag

Title: City Manager

*Jody Andrews*

ATTEST:

  
City Clerk

Approved as to legal form and content:

*Greg Graham*  
City Attorney's Office

**Certificate Of Completion**

Envelope Id: 847440B80A4A4BF2893CC78D775B7520

Status: Completed

Subject: Amendment to Contract to Sell Shoenberg Farms

DocuSignDocumentType: Amendment

CobbleStoneNumber: GLR-EDX-23-2081

DateOfContract: 1-3-2024

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 3

Initials: 0

City of Westminster

AutoNav: Enabled

4800 West 92nd Avenue

Enveloped Stamping: Enabled

Westminster, CO 80031

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

westminsterdocusign@westminsterco.gov

IP Address: 198.243.1.248

**Record Tracking**

Status: Original

Holder: City of Westminster

Location: DocuSign

1/3/2024 9:29:22 AM

westminsterdocusign@westminsterco.gov

**Signer Events****Signature****Timestamp**

Greg Graham

ggraham@westminsterco.gov

Deputy City Attorney

City of Westminster

Security Level: Email, Account Authentication  
(None)*Greg Graham*

Sent: 1/3/2024 9:29:25 AM

Viewed: 1/3/2024 1:07:53 PM

Signed: 1/3/2024 1:14:54 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.243.1.248**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lindsey Kimball

lkimball@westminsterco.gov

Economic Development Director

City of Westminster

Security Level: Email, Account Authentication  
(None)*Lindsey Kimball*

Sent: 1/3/2024 1:14:56 PM

Viewed: 1/7/2024 2:01:52 PM

Signed: 1/7/2024 2:02:02 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.243.1.248**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jody Andrews

jandrews@westminsterco.gov

Interim City Manager

City of Westminster

Security Level: Email, Account Authentication  
(None)*Jody Andrews*

Sent: 1/7/2024 2:02:04 PM

Viewed: 1/8/2024 10:45:00 AM

Signed: 1/8/2024 10:45:14 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.243.1.248**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mark A. Freitag

mfreitag@westminsterco.gov

City Manager

City of Westminster

Security Level: Email, Account Authentication  
(None)*Mark A. Freitag*

Sent: 1/8/2024 10:45:15 AM

Viewed: 1/8/2024 11:39:46 AM

Signed: 1/8/2024 11:39:57 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 198.243.1.248**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Abby Fitch afitch@westminsterco.gov City Clerk City of Westminster Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.243.1.248	Sent: 1/8/2024 11:39:58 AM Resent: 1/9/2024 8:59:07 AM Viewed: 1/9/2024 12:21:11 PM Signed: 1/9/2024 12:21:17 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Heather Cronenberg hcronenb@westminsterco.gov Real Estate And Develop. Admin City of Westminster Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/3/2024 9:29:22 AM Viewed: 1/3/2024 9:29:22 AM Signed: 1/3/2024 9:29:22 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Matt Lawrence matthewd.lawrence@yahoo.com Manager Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/3/2024 9:29:23 AM Viewed: 1/3/2024 10:28:36 AM
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**Electronic Record and Signature Disclosure:**  
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John Crays craysjohn@gmail.com Manager Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/3/2024 9:29:24 AM
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**Electronic Record and Signature Disclosure:**  
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CAO DocuSign caodoc@westminsterco.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/3/2024 9:29:24 AM Viewed: 1/3/2024 10:00:25 AM
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**Electronic Record and Signature Disclosure:**  
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Heather Cronenberg HCRONENB@westminsterco.gov Real Estate And Develop. Admin City of Westminster Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 1/3/2024 1:14:54 PM Viewed: 1/9/2024 1:06:35 PM
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**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Alyson Duran ajduran@westminsterco.gov Executive Assistant Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/3/2024 1:14:56 PM

Mandy Stecklein msteckle@westminsterco.gov Executive Assistant City of Westminster Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/7/2024 2:02:03 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/3/2024 9:29:23 AM
Envelope Updated	Security Checked	1/9/2024 8:59:05 AM
Certified Delivered	Security Checked	1/9/2024 12:21:11 PM
Signing Complete	Security Checked	1/9/2024 12:21:17 PM
Completed	Security Checked	1/9/2024 12:21:17 PM

Payment Events	Status	Timestamps
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