

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (SHOENBERG FARMS)

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (SHOENBERG FARMS) (the “**Amendment**”) is entered into this 12th day of April, 2024, (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 later amended the PSA via that certain First Amendment to Purchase and Sale Agreement (Shoenberg Farms), effective January 8, 2024, to extend certain dates and deadlines therein.

C. The Parties again 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 ~~strikethrough~~:

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

(b) No later than two hundred forty ~~one hundred eighty~~ (~~240~~~~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 two hundred forty ~~one hundred eighty~~ (~~240~~~~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 June 18 ~~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 ~~July 8 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 ~~one hundred twenty two hundred forty (240+20)~~ 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 ~~one hundred eighty two hundred eighty (280+80)~~ 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 ~~April 1, 2024 July 8, 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: Matt Lawrence 
Name: Matt Lawrence John Crays
Title: Manager Manager

SELLER:


CITY OF WESTMINSTER, a Colorado home rule
municipal corporation

Lindsey Kimball

Jody Andrews

By: Mark A. Freitag
Name: Mark A. Freitag
Title: City Manager

ATTEST:


City Clerk

Approved as to legal form and content:

Greg Graham
City Attorney's Office

Certificate Of Completion

Envelope Id: 8AA2947549564728BDB793EEBF54579B

Status: Completed

Subject: Second Amendment to Contract to Sell- Shoenberg Farms

DocuSignDocumentType: Amendment

CobbleStoneNumber: GLR-EDX-24-2345

DateOfContract: 4-12-2024

Source Envelope:

Document Pages: 3

Signatures: 7

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 & Canada)

westminsterdocusign@westminsterco.gov

IP Address: 198.243.1.248

Record Tracking

Status: Original

Holder: City of Westminster

Location: DocuSign

4/12/2024 10:47:00 AM

westminsterdocusign@westminsterco.gov

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

Matt Lawrence

matthewd.lawrence@yahoo.com

Manager

Security Level: Email, Account Authentication
(None)

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Viewed: 4/12/2024 11:02:59 AM

Signed: 4/12/2024 11:07:11 AM

Signature Adoption: Pre-selected Style
Using IP Address: 71.218.46.189**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

John Crays

craysjohn@gmail.com

Manager

Security Level: Email, Account Authentication
(None)

Sent: 4/12/2024 11:07:12 AM

Viewed: 4/12/2024 1:37:50 PM

Signed: 4/12/2024 1:38:00 PM

Signature Adoption: Drawn on Device
Using IP Address: 172.59.225.6
Signed using mobile**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Greg Graham

ggraham@westminsterco.gov

Deputy City Attorney

City of Westminster

Security Level: Email, Account Authentication
(None)

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Viewed: 4/12/2024 3:12:25 PM

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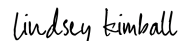
Not Offered via DocuSign

Lindsey Kimball

lkimball@westminsterco.gov

Community Services Director

City of Westminster

Security Level: Email, Account Authentication
(None)


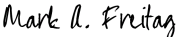

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Signed: 4/13/2024 9:12:48 AM

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
Jody Andrews jandrews@westminsterco.gov Interim City Manager City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.243.1.248	Sent: 4/13/2024 9:12:50 AM Viewed: 4/13/2024 9:57:08 AM Signed: 4/13/2024 9:58:50 AM
Mark A. Freitag mf Freitag@westminsterco.gov City Manager City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.218.168.186 Signed using mobile	Sent: 4/13/2024 9:58:51 AM Viewed: 4/13/2024 10:41:13 AM Signed: 4/13/2024 10:41:30 AM
Abby Fitch afitch@westminsterco.gov City Clerk City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.229.13.130 Signed using mobile	Sent: 4/13/2024 10:41:31 AM Viewed: 4/13/2024 12:03:11 PM Signed: 4/13/2024 12:03:22 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Heather Cronenberg hcronenb@westminsterco.gov Real Estate And Develop. Admin City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/12/2024 10:47:00 AM Viewed: 4/12/2024 10:47:00 AM Signed: 4/12/2024 10:47:00 AM
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Carbon Copy Events	Status	Timestamp
Heather Cronenberg HCRONENB@westminsterco.gov Real Estate And Develop. Admin City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/12/2024 3:13:48 PM Viewed: 5/23/2024 4:51:11 PM
Alyson Duran ajduran@westminsterco.gov Executive Assistant Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/12/2024 3:13:49 PM
Mandy Stecklein msteckle@westminsterco.gov Executive Assistant City of Westminster Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/13/2024 9:12:49 AM Viewed: 4/15/2024 7:03:29 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/13/2024 12:03:22 PM
Completed	Security Checked	4/13/2024 12:03:22 PM
Payment Events	Status	Timestamps