

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT ("Bill of Sale and General Assignment") is made this ____ day of _____, 20109, by REAL ESTATE GENERATION, LLC, a limited liability company organized under the laws of the State of Colorado ("Assignor"), and the URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, COLORADO, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("Assignee").

WITNESSETH:

WHEREAS, the City of Commerce City (the "City"), Assignor and Assignee entered into that certain Amended and Restated Phased Redevelopment Agreement dated as of dated June 18, 2018 (the "2018 Agreement"), wherein Assignor was to serve as the master developer for the approximately 65 acre parcel commonly known as the former Mile High Greyhound Park located in the City (the "Property");

WHEREAS, Assignor commenced various work as the master developer, including creating or obtaining, or having others create or obtain on Assignor's behalf, various tangible personal property pertaining to the Property and the Project (as defined in the 2018 Agreement), including but not limited to engineering studies, economic models and plans, public outreach materials, marketing materials, engineering, consulting, architectural and other similar plans, specifications, working drawings and any and all amendments and modifications thereto, relating to the design or construction of the Project, landscape plans, development rights and governmental entitlements (the "Personal Property");

WHEREAS, the City, Assignor and Assignee have decided to no longer proceed under the terms of the 2018 Agreement, and, instead, Assignee is retaining Assignor to serve as the owner's representative for the redevelopment of the Property by a third party via an Owner's Representative Services Agreement ("Owner's Rep Agreement"), signed contemporaneously herewith; and

WHEREAS, Assignor intends to sell and assign to Assignee all of Assignor's right, title and interest, in and to all Personal Property, and miscellaneous property rights, tangible or intangible, relating to the Property (collectively, the "Transferred Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Assignee all of the Transferred Property.

1. Assignor hereby represents and warrants to Assignee title to the Transferred Property against any and all persons claiming the whole or any part thereof by and through Assignor. Assignor further represents and warrants to Assignee that it has good and marketable title to the Transferred Property and that the Transferred Property is free and clear of all liens, prior assignments and any other matters affecting title there were created by, through or under Assignor, and that no Personal Property prepared as part of the Project is owned by entities or individuals other than Assignor.

2. This Bill of Sale and General Assignment shall survive the term of the Owner's Rep Agreement, and shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

3. This Bill of Sale and General Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale and General Assignment as of the day and year first written above.

ASSIGNOR:

REAL ESTATE GENERATION, LLC,
a Colorado limited liability company

By: _____