

REINSTATEMENT OF AND THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS REINSTATEMENT OF AND THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is effective as of _____, 2025 (the “**Effective Date**”), by and between the **URBAN RENEWAL AUTHORITY OF THE CITY OF COMMERCE CITY, COLORADO**, an urban renewal authority organized and existing under the laws of the State of Colorado (“**Seller**”) and **DPC DEVELOPMENT COMPANY**, a Colorado corporation d/b/a **DPC COMPANIES** (“**Purchaser**”).

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of August 14, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of February 12, 2024, and as amended by that certain Second Amendment to Purchase and Sale Agreement, dated as of December 4, 2024 (collectively, the “**Agreement**”), whereby Purchaser agreed to purchase the Property from Seller, as more particularly described in the Agreement; and

WHEREAS, Purchaser terminated the Agreement by delivery of written notice dated June 30, 2025.

WHEREAS, Seller and Purchaser now wish to reinstate and amend the Agreement, subject to and on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Definitions. Capitalized terms in this Amendment shall have the meanings ascribed to those terms in the Agreement unless otherwise defined herein or the context otherwise dictates.
2. Reinstatement of Agreement. The Agreement is hereby reinstated in its entirety as of the Effective Date and, subject to the terms of this Amendment, is in full force and effect.
3. Permit Period. Seller and Purchaser acknowledge and agree that the Permit Period shall be extended to December 12, 2025.
4. No Other Changes. Except as specifically amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed.
5. Entire Agreement. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Seller and Purchaser with respect to the subject matter of this Amendment.
6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one the same

instrument. All such counterparts shall be construed together and shall constitute one instrument. Signatures transmitted by email in portable document format (.pdf) (including via DocuSign or similar) shall constitute original signatures hereunder.

7. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

9. Further Assurances. Purchaser and Seller hereby agree to promptly sign all documents reasonably requested to give effect to the provisions of this Amendment.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Amendment as of the day and year first above written.

SELLER:

**URBAN RENEWAL AUTHORITY OF THE CITY OF
COMMERCE CITY, COLORADO**

an urban renewal authority organized and existing under and
by the laws of the State of Colorado

By: _____
Name: _____
Title: _____

PURCHASER:

DPC DEVELOPMENT COMPANY

a Colorado corporation
d/b/a **DPC COMPANIES**

By: _____
Christopher R. King, Manager